

AGREEMENT

Between

STRATAGEM CONSULTING GROUP, LLC.

And

CITY OF AURORA

This AGREEMENT is made and entered into as of January 1st, 2026 (the "Effective Date") by and between Stratagem Consulting Group, LLC, located at 77 W. Washington St., Suite 1313, Chicago, IL 60602 hereinafter referred to as "Consultant" and the City of Aurora and hereinafter referred to as the "Client."

WITNESSETH:

WHEREAS, Consultant is a firm with knowledge of and experience in working with state and federal governments.

WHEREAS, the Client is a "a municipal entity."

WHEREAS, the Client desires to contract with Consultant to provide government relations services.

NOW, THEREFORE, the parties hereto do covenant and agree as follows:

1. Consultant Services. The Client hereby engages Consultant to provide the services requested by the Client in accordance with the terms and conditions set forth in this Agreement. Consultant will provide professional consulting services for both the legislative and executive branches of state government; to work with various decision makers, policy teams, and others involved in strategy; track and advance legislation as requested by Client; to do outreach to members of the Illinois Congressional caucus when required. Consultant will help coordinate and facilitate meetings as deemed necessary by the Client or recommended by the Consultant. Consultant will work to develop long-range strategy to foster the Client's image with legislators and key decision makers. Consultant will assist when needed by the Client to help secure capital funding and additional funding for operations.
2. Payment to Consultant. As agreed, this assignment commences December 1, 2025, and will continue for a term of 12 months at a monthly fee of \$10,000.00, which will cover the fees for two Consultants. Fee will not be inclusive of all state registration and federal registrations required by Consultant under the state and federal lobbying laws and regulations. All reasonable/ordinary travel and expenses will be covered in the fee.
3. Notices. All notices or communication to either party by the other shall be addressed to such party at the addresses specified above or as otherwise directed in writing by either party.

4. Independent Contractor. Both the Client and Consultant agree that Consultant will act as an independent contractor in the performance of duties under this Agreement and shall not be deemed to be and shall not hold himself out as an agent, legal representative or employee of the Client. The Consultant is not granted any right or authority to assume or to create any obligation, liability or responsibility, express or implied, on behalf of or in the name of the Client, to bind the Client in any manner to any contractual or other undertaking whatsoever. Accordingly, Consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Consultant's activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.
5. Indemnification. Each party shall defend, indemnify, and hold harmless the other party and the other party's directors, officers, employees, and agents with respect to any claims of liability, damages, loss or injury by any third party caused by negligence or willful misconduct by the indemnifying party of its directors, officers, employees or agents in the performance of this Agreement.
6. Limitations on Liability: Exclusion of Certain Damages. The parties intend that only damages which flow directly, proximately and immediately from the breaching party's act shall be recoverable by the non-breaching party, including, but not limited to, any direct damages incurred by a party where the other party has an indemnification obligation pursuant to this Agreement. No party shall be liable for any indirect, special, incidental or consequential damages even if such party has been advised of the possibility of such damages.
7. Invoices and Payment. Consultant will submit an invoice for services by the first day of the month to the Client.
8. Severability. If any part of this agreement shall be unlawful, void, or for any reason unenforceable, then that part shall be deemed severable from this agreement and shall not affect the validity and enforceability of other provisions.
9. Confidential Information. Consultant agrees not to disclose or in any way use, or allow any other person to disclose or use, confidential information of or pertaining to the Client without the Client's prior written consent, either during or after the term of this Agreement. Confidential information includes but is not limited to legal or claim data, strategic plans, financial data, methods of operation, policies and procedures. Upon termination of this Agreement, Consultant agrees to promptly return to the Client all files, data and materials belonging to or relating to the operations and business of the Client.
10. Compliance with Laws. The Consultant agrees that in carrying out its duties and responsibilities under this Agreement, it will neither undertake nor cause, nor permit to be undertaken, any activity which either (1) is illegal under, or in violation of, any current and future applicable Federal, state or local laws, rules, and regulations; court orders; executive orders or policies and procedures of administrative agencies; or (2) would have the effect of causing the Client to be in violation of any of the foregoing. Without limiting the generality of the preceding sentence, Consultant will comply with all applicable Federal, state and local laws, rules and regulations in

connection with lobbying activities (including any registration or reporting obligations); campaign finance and elections and providing gifts, entertainment and other benefits to government officials. Consultant will not offer or give any bribes, gratuities (in the form of entertainment, gifts or otherwise) or kickbacks to any government official. Consultant agrees that it will not provide any type of gift, loan, gratuity, or consideration, of any value, to any of Client's customers, or potential customers. For any sponsored group meal or events of any type, Consultant will obtain express approval of Client. To the extent the Consultant violates any applicable laws, rules or regulations in connection with this Agreement, this Agreement shall immediately terminate, and the Client will be indemnified pursuant to the indemnification provision of this Agreement.

11. Term, Termination, Assignment. The initial term of this Agreement will begin January 1, 2026, and continue through December 30, 2026. Neither this Agreement nor any right, duty, or obligation created by this Agreement shall be assigned, in whole or in part, by either party without the prior written consent of the other party.
12. Obligations Upon Termination. Upon any termination hereunder, Consultant shall take all action necessary and shall make all filings necessary to reflect the fact that Consultant is no longer affiliated with the Client and no longer provides services to the Client hereunder, including, without limitation, de-listing or de-registering as a lobbyist for the Client under applicable Federal, state and local laws, rules or regulations. In the event that Consultant fails to take such action, Consultant hereby appoints the Client and any officer thereof as his lawful attorney-in-fact with full power and authority to take such actions and make such filings as are necessary to carry out the purposes of this Section.
13. Governing Law. The parties acknowledge that this Agreement shall be governed, interpreted, construed and performed in accordance with the laws of the State of Illinois.
14. Entire Agreement. This Agreement constitutes the complete and exclusive final written expression of all the terms of agreement between parties. It supersedes all prior agreements, understandings, and negotiations concerning matters specified herein. Any representations, promises, warranties or statements made by either party that differ in any way from the terms of this Agreement shall not be binding on either party unless made in writing and signed by a duly authorized representative of each party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first specified above.

STRATAGEM CONSULTING GROUP, LLC

CITY OF AURORA

By: _____

By: _____

Baldemar Lopez
Principal

Date: _____

Date: _____