

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into by the City of Milwaukee (“City”), Grzeca Law Group, S.C. (“Law Firm”), and Arunachalam Ramaiah, Ph.D. (“Dr. Ramaiah”). This Agreement is effective as of the date of final execution.

IT IS MUTUALLY AGREED BY THE PARTIES:

1. Identity of Client. Law Firm shall represent and counsel City and Dr. Ramaiah in the matters described below.

2. Scope of Work. Law Firm shall provide legal services to City related to securing an employment-based nonimmigrant visa for Dr. Arunachalam Ramaiah to work in the City of Milwaukee Health Department. The services Law Firm shall provide are further described in the engagement letter attached as Exhibit B. In the event there is a conflict between any terms contained in this Agreement and Exhibit B, the terms of this Agreement shall control.

3. Performance. Law Firm agrees that the performance of its services under this Agreement and the results therefrom shall conform to such highly recognized professional standards as are prevalent in the industry.

4. Additional Fringe or Employee Benefits. Law Firm shall not receive nor be eligible for any fringe benefits or any other benefits to which City’s employees are entitled to or are receiving.

5. Taxes, Social Security, Insurance, and Government Reporting. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions as required as a consequence of Law Firm receiving payment under this Agreement shall be the sole responsibility of Law Firm.

6. Insurance. Law Firm agrees to have and maintain the policies set forth in Exhibit A entitled “Insurance Requirements.” All policies, endorsements, certificates, and/or binders shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by City. A lapse in any required insurance coverage during the term of this Agreement shall constitute a material breach.

7. Compensation and Staffing.
 - a. City shall compensate Law Firm for the services of its attorneys, paralegals, and support staff by payment of a flat legal fee of \$5,800.00 for the preparation and filing of an O-1 nonimmigrant petition by the City on behalf of Dr. Ramaiah. In addition, if after filing the City’s O-1 petition, U.S. Citizenship and Immigration Services (USCIS) issues a Request for Evidence (RFE) or Notice of Intent to Deny (NOID) and the City authorizes Law Firm to respond to the RFE or NOID, the City will compensate Law Firm at an hourly rate to be agreed upon with Law Firm prior to Law Firm’s initiating preparation of a response.

b. Expenses and Administrative and Other Costs: City shall pay Law Firm for expenses incurred in the preparation and filing of the O-1 petition, including a \$460 USCIS filing fee; a \$50 case management fee; photocopy charges; and if pre-approved by the City and if applicable, any fee to obtain a required O-1 Advisory Opinion letter and a \$2,500 USCIS premium processing fee. Law Firm will not charge for long distance telephone, conference call services, legal research databases such as Westlaw or Lexis, or similar overhead costs in the ordinary course. Law Firm may charge City the reasonable costs for necessary mail and overnight courier services. To the extent Law Firm is required to travel at client request, Law Firm will obtain prior authorization, and charge actual costs of such travel to City.

c. If, as a result of the engagement, Law Firm is required to produce documents or appear as a witness in connection with any litigation, arbitration, mediation, investigation, or regulatory proceeding involving City, City also agrees to pay the costs and expenses (including attorney and staff time at the agreed hourly rates) reasonably incurred by Law Firm in connection with such requirement. This provision survives the termination of Law Firm's representation of City.

8. Billing.

a. Invoices. Law Firm shall submit an invoice to the City for the flat fee of \$5,800, the \$460 USCIS filing fee, and its \$50 case management fee prior to initiating work on preparation of the O-1 nonimmigrant petition. In addition, if after Law Firm initiates work on the O-1 petition, the City approves a fee to obtain an Advisory Opinion letter and/or a \$2,500 USCIS premium processing fee, Law Firm shall submit an invoice to the City for the applicable fee(s).

In the event that USCIS issues a Request for Evidence or Notice of Intent to Deny the O-1 petition after its receipt by USCIS, and the City authorizes Law Firm to respond to the RFE or NOID at an agreed hourly rate, Law Firm shall submit an itemized bill for its services no less than monthly to echris@milwaukee.gov. City agrees to pay the bill upon approval of the City Attorney that the charges are reasonable and that the work was necessary to perform. Itemized invoices shall show work hours spent by each individual staffed under this Agreement as well as any costs and expenses arising out of the same unless the services are otherwise agreed to be billed on a flat fee basis.

b. Prompt Payment. Law Firm's invoice(s) for the flat legal fee of \$5,800, the \$460 USCIS filing fee, its \$50 case management fee, and if applicable, a fee to obtain an Advisory Opinion letter and/or a \$2,500 USCIS premium processing fee, shall be due and payable prior to Law Firm's filing the City's O-1 nonimmigrant petition on behalf of Dr. Ramaiah, and Law Firm's filing of the O-1 petition with USCIS shall be conditioned upon receipt of the City's payment of its invoice(s). Pursuant to Common Council File No. 101137, if City does not make payment within 45 days after receipt of the Invoice, City shall pay simple interest beginning with the 31st calendar day after submission of the Invoice at the rate of one percent per month. No attorney's fees, expenses, or other collection costs may be billed to City unless otherwise agreed in writing. The City may dispute any incorrect charges, charges disallowed by this Agreement, or charges for work, services, or deliveries that were incomplete, incorrectly done, defective, damaged, or the like. No interest shall be applied to any outstanding amounts where Law Firm has been sent notice that the amount owed to Law Firm is subject to a good faith dispute within 45 days of the receipt of the Invoice. City's failure to pay in a timely fashion does not relieve Law Firm of its obligation to perform the services for which it has been retained.

9. Termination. City may, at any time and for any reason, instruct Law Firm in writing to cease activities. In the event that City asks Law Firm to discontinue preparation of the O-1 petition prior to completion and filing with USCIS, City agrees to pay for the percentage of work that has been completed

and to reimburse Law Firm for any expenses it has incurred. If City has prepaid all or part of Law Firm's flat legal fee and expenses, the remaining legal fees based on the percentage of work that has been completed and the difference between the expenses and prepayment will be refunded to City. If City has not prepaid Law Firm's flat legal fee and expenses, or if the payment is less than the total due, City will be responsible for payment of any outstanding amounts to Law Firm. Similarly, Law Firm reserves the right to terminate its representation at any time upon 30 days' notice to City. City agrees to execute any documents necessary to permit Law Firm to withdraw from representing City, and to promptly pay all fees, costs, and disbursements incurred through the date of termination. In the case of termination by either party, Law Firm will promptly take the steps necessary to conclude Law Firm's representation. Those steps include preparing the materials appropriate for transferring the matter to another counsel, if requested.

10. Electronic Communications. It is likely that during the course of this engagement both City and Law Firm will use electronic devices and Internet services (which may include unencrypted wired or wireless e-mail, cellular telephones, voice over Internet, electronic data/document web sites, and other state of the art technology) to communicate and to send or make available documents. Law Firm will maintain policies, procedures, and technological/licensing infrastructure sufficient to secure its communications as is considered reasonable in its industry.

11. Amendment. This agreement shall not be altered, changed, or amended except by written instrument executed by both parties hereto. As to the scope of representation of this Agreement, this Agreement supersedes any previous engagement letter or agreement between City and Law Firm.

12. Notices. Except as otherwise specified herein, notices shall be in writing and deemed served upon the same with the United States Postal Service. Notices shall be addressed to:

Grzeca Law Group, S.C.
Attention: Jerome G. Grzeca
Grzeca Law Group, S.C.
1434 West State Street
Milwaukee, WI 53233

City of Milwaukee – Office of the City Attorney
City Attorney Tearman Spencer
Frank P. Zeidler Municipal Building
841 North Broadway, 7th Floor
Milwaukee, WI 53202-3653

With electronic copy to: Assistant City Attorney Ellen Christopoulos, echris@milwaukee.gov

Arunachalam Ramaiah, Ph.D.

[Insert Address]

13. Jurisdiction, Venue, and Choice of Law. This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree that for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, jurisdiction and venue shall be in Milwaukee County, Wisconsin, for matters arising under state law or, should federal

courts have jurisdiction, the eastern district of Wisconsin. The parties agree to submit themselves to the jurisdiction of said courts, to the exclusion of any other court that may have jurisdiction over such a dispute according to any other law.

14. Indemnification and Defense of Suits. In case any action in court or proceeding before an administrative agency is brought against the City or any of its officers, agents, or employees for the failure or neglect of Law Firm in whole or in part to perform any of the covenants, acts, matters or things by this Agreement undertaken, or for injury or damage caused by the alleged negligence of Law Firm, its officers, agents or employees, Law Firm shall indemnify and save harmless the City and any of its officers, agents, or employees from all losses, damages, costs, expenses, judgments, or decrees arising out of such action that result from Law Firm's negligent acts or failure to act.

15. Public Records and Records Retention. Law Firm understands that City is bound by the Wisconsin Public Records Law, Wis. Stat. §19.21, et. seq. Pursuant to Wis. Stat. §19.36(3), City may be obligated to produce, to a third party, the records of Law Firm that are "produced or collected" by Law Firm under this Agreement ("Records"). Law Firm is further directed to Wis. Stat. §19.21, et. seq, for the statutory definition of Records subject to disclosure under this paragraph, and Law Firm acknowledges that it has read and understands that definition. Irrespective of any other term of this Agreement, Law Firm is (1) obligated to retain Records for seven years from the date of the Record's creation, and (2) produce such Records to City if, in City's determination, City is required to produce the Records to a third party in response to a public records request. Law Firm's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement.

16. Living Wage. Law Firm agrees to pay all persons employed by Law Firm in the performance of this Agreement, whether on a full-time or part-time basis, a base wage of not less than a living wage as defined by Section 310-13 of the Milwaukee Code of Ordinances.

17. Reports and Information. Law Firm shall furnish the City Attorney with such statements, records, reports, data, and information as City may reasonably request pertaining to matters covered by the Agreement.

18. Nondiscrimination. It is City's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories ("Protected Classes"), pursuant to Milwaukee Code of Ordinances ("MCO") Section 109-9. Contractors and their subcontractors employing any resident of City of Milwaukee may not discriminate against any member of the Protected Classes, and such contractors must insert this clause into any subcontracts of subcontractors employing any resident of City of Milwaukee for work under this Agreement.

19. Severability. If any term of this Agreement is, to any extent, held invalid or incapable of being enforced, such term shall be excluded only to the extent of such invalidity or unenforceability. All other terms hereof shall remain in full force and effect and, to the extent possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term as determined by City. If such invalid and unenforceable term has a material and adverse effect on a party and a valid and enforceable replacement that comes closest to expressing the intention of such invalid or unenforceable term as determined by City cannot be created,

Exhibit A – Insurance Requirements

Workers Compensation – Statutory Limits

Professional Liability Coverage with an annual limit of \$500,000 per claim and \$1,000,000 in the aggregate. The self-insured retention is \$0each claim up to an aggregate of\$0



June 11, 2021

VIA EMAIL:

City of Milwaukee-Office of the City Attorney
City Attorney Tearman Spencer
Frank P. Zeidler Municipal Building
841 North Broadway, 7th Floor
Milwaukee, WI 53202

VIA EMAIL:

Arunachalam Ramaiah, Ph.D.

Dear Mr. Spencer and Dr. Ramaiah:

Pursuant to our discussions and correspondence, we are pleased to have this opportunity to propose our immigration services to you to begin the process of applying for an O-1 nonimmigrant classification for Dr. Ramaiah on the basis of extraordinary ability, as a potential employee of the City of Milwaukee Health Department.

U.S. Citizenship and Immigration Services (USCIS) defines extraordinary ability in the field of science, education, business, or athletics as “a level of expertise indicating that the person is one of the small percentage who have arisen to the very top of the field of endeavor.” Extraordinary ability in these fields is demonstrated by sustained national or international acclaim and recognition for achievements in the field of expertise and is proven by providing evidence of receipt of a major, internationally recognized award, such as the Nobel Prize, or as is more common, at least three of the following forms of documentation:

- (1) Evidence of receipt of lesser nationally or internationally recognized prizes or awards for excellence in the field of endeavor;
- (2) Documentation of membership in associations in the field of endeavor which require outstanding achievements of their members, as judged by recognized national or international experts in their fields;
- (3) Published material in professional or major trade publications or major media about the beneficiary and relating to his work in the field for which classification is sought;
- (4) Evidence of participation, on a panel or individually, as a judge of the work of others in the same or an allied field of specialization;
- (5) Evidence of original scientific, scholarly or business-related contributions of major significance in the field of expertise (this is established by obtaining testimonial letters from experts in the field who are willing to say that the beneficiary is “one of those few who have risen to the top of the field of endeavor” and that his contributions are of major significance to the field and has had an impact on subsequent work);

EXHIBIT B

- (6) Evidence of the authorship of scholarly articles in the field in professional journals or other major media;
- (7) Evidence of performance in a lead, starring, or critical role for organizations or establishments with distinguished reputations; and/or,
- (8) Evidence of having commanded a high salary or other significantly high remuneration for services in relation to others working in the field.

If these criteria do not readily apply to Dr. Ramaiah's occupation, comparable evidence may be provided to establish eligibility for the classification. However, the quality of the evidence is judged as well, so it is often not enough to merely meet the "3 of 8" requirement.

An additional requirement for an O-1 nonimmigrant petition is a written advisory opinion from an appropriate U.S. peer group (which could include a person or persons with expertise in the field), a labor and/or management organization regarding the nature of Dr. Ramaiah's proposed duties and his qualifications for the position. Such persons or organizations may charge a fee for issuing an advisory opinion, and if so, we will request the City's approval of the fee before incurring the expense.

Upon approval of an O-1 petition by USCIS, Dr. Ramaiah must then schedule and attend a visa interview appointment at a U.S. Consulate or U.S. Embassy abroad.

Furthermore, after final approval of the O-1 petition, if there are any changes in the terms and conditions of Dr. Ramaiah's employment that may affect his eligibility, the City of Milwaukee must immediately notify USCIS.

Our flat fee for preparation and filing of an O-1 nonimmigrant petition is a flat fee of \$5,800, plus expenses and disbursements, including but not limited to a \$460 USCIS filing fee, photocopy and overnight courier charges, and a \$50 case management fee. The City of Milwaukee will be responsible for payment of the fees and expenses in this matter regardless of its final outcome before the U.S. government.

USCIS also offers a Premium Processing option for adjudication of certain petitions, including O-1 petitions, within 15 days of receipt for an additional filing fee of \$2,500. However, using Premium Processing does not rule out the possibility of a request for additional evidence, in which case the 15-day period for adjudication would begin again upon receipt by USCIS of any additional required information and documentation. A Request for Premium Processing with the requisite \$2,500 filing fee can be filed at the same time as an O-1 petition or separately at any later time.

We will invoice the City of Milwaukee for the flat fee of \$5,800, the \$460 USCIS filing fee, and the \$50 case management fee prior to initiating work on the O-1 nonimmigrant petition, and the City of Milwaukee's payment will be due and payable prior to our filing the City's O-1 petition on behalf of Dr. Ramaiah with USCIS. If the City approves a fee to obtain an advisory opinion, we will invoice the City for that fee, which will be due and payable prior to our filing the City's O-1 petition. In addition, if the City wishes to have the O-1 petition on behalf of Dr. Ramaiah filed with a Request for Premium Processing, the \$2,500 USCIS filing fee will also be due and payable prior to our filing the O-1 petition with USCIS. At the option of the City, it may provide our firm with checks payable to the U.S. Department of Homeland Security for the \$460 USCIS filing fee and \$2,500 USCIS filing fee (if applicable) prior to the date of filing.

City Attorney Tearman Spencer
Arunachalam Ramaiah, Ph.D.
June 11, 2021
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Please note, in the event of any unforeseen circumstances which may require work after the preparation and filing of an O-1 petition, such as responding to a Request for Evidence (RFE) or Notice of Intent to Deny (NOID) by USCIS, our legal fees will be billed at an hourly rate to be agreed upon with the City. We will obtain the City of Milwaukee's approval prior to undertaking preparation of a response to an RFE or NOID, and the City of Milwaukee will be responsible for all charges incurred beyond the initial flat fee amount, including photocopy and overnight courier charges.

In the event that the City of Milwaukee asks us to discontinue preparation of the O-1 petition prior to completion and filing, the City agrees to pay our firm for the percentage of work that has been completed and to reimburse us for any for any expenses we have incurred. If the City has prepaid all or part of our flat legal fee and expenses, the remaining legal fees based on the percentage of work that has been completed and the difference between the expenses and prepayment will be refunded to the City. If the City has not prepaid our firm's flat legal fee and expenses, or if the payment is less than the total due, the City will be responsible for payment of any outstanding amounts.

Furthermore, the City of Milwaukee and Dr. Ramaiah hereby agree and authorize this firm to represent them jointly and severally. The parties agree that this joint and several representation is intended to pursue their mutual interests as they relate to obtaining an O-1 classification for Dr. Ramaiah, and the parties recognize that full disclosure will be made to each party in relation to the procurement of this classification. In the event there shall arise a conflict of interest, this firm may continue to represent the City of Milwaukee and Dr. Ramaiah upon mutual written consent after notification of the possible or actual adverse consequences of continuing this joint and several representation. However, we shall also have the right to withdraw as counsel to all parties with respect to this matter, if necessary.

If this letter accurately sets forth your understanding of the agreement, please signify your agreement to the above by signing this letter where indicated below and returning it to our office via email to initiate the O-1 petition process. We look forward to working with you to obtain an O-1 classification for Dr. Ramaiah. Please do not hesitate to contact us if you should have any questions.

Very truly yours,

Jerome G. Grzeca

Accepted and agreed to this _____ day
of June, 2021

By: _____
City of Milwaukee
City Attorney Tearman Spencer

City Attorney Tearman Spencer
Arunachalam Ramaiah, Ph.D.
June 11, 2021
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Accepted and agreed to this _____ day
of June, 2021

By: _____
Arunachalam Ramaiah, Ph.D.