

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into by the City of Milwaukee ("City") and Chenhalls Nissen S.C. ("Law Firm") and the Noncitizen Candidate. 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 the Noncitizen Candidate 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 the Noncitizen Candidate to work in the City of Milwaukee Health Department.
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 \$4,000.00 for the preparation and filing of an O-1 nonimmigrant petition by the City on behalf of the noncitizen candidate. 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 \$460.00 USCIS filing fee; an administrative fee of \$55.00 for faxes, photocopy charges and electronic filing; and if pre-approved by the City and if applicable, any fee to obtain a required O-1 Advisory Opinion letter and a \$2,805.00 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. If the petition is filed after April 1, 2024 the filing fee will increase to \$1,055. After April 1, 2024 an Asylum Program fee will of \$600 will be included on all I-129 petitions.

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 \$4,000.00 and the \$460.00 USCIS filing 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 \$2,800.00 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 tmonta@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 \$4,000.00, the \$460.00 USCIS filing fee and if applicable, a fee to obtain an Advisory Opinion letter and/or a \$2,800.00 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. Kim, 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. 231606, 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:

Chenhalls Nissen S.C.

Attention: Kelley Chenhalls
11270 W. Park Place, Suite 200
Milwaukee, WI 53224

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 Theresa Montag, tmonta@milwaukee.gov

THE NONCITIZEN CANDIDATE

Address to be inserted

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.

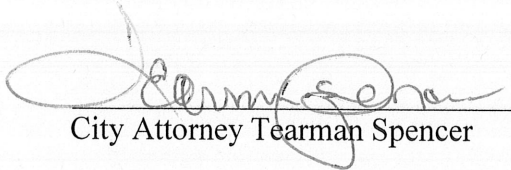
19. Severability. If any term of this Agreement is, to any extent, held invalid or incapable of being enforced, such term shall be excluded only to the extent of such invalidity or unenforceability. All other terms hereof shall remain in full force and effect and, to the extent possible, the invalid 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, the party materially and adversely impacted shall be allowed to terminate the Agreement pursuant to the section entitled "Termination for Cause."

20. Remedies and No Waiver. Nothing in this Agreement shall be construed to waive any privilege, right of recovery, cause of action, defense, remedy, category of damages, or immunity to which City is entitled under common law, or federal, state, or local law; waiver of any of the foregoing may only be accomplished in writing by an individual with the authority to bind City.

21. Survival. Any section which by its/their meaning is implied to survive termination shall continue in force and effect following the termination or expiration of the Agreement.

22. Slavery Disclosure Affidavit. All vendors in existence during the “slavery era” (prior to 1865), contracting with City, shall complete an affidavit prior to entering into a contract verifying that it has searched any and all company records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any enslaved persons or slaveholders described in those records must be disclosed in the affidavit.

In Witness Whereof, the parties have executed this Agreement as of the dates listed below: City of Milwaukee, by its City Attorney

 2-20-2024
City Attorney Tearman Spencer Date

Countersigned by City Comptroller

Comptroller Aycha Sawa Date

Chenhalls Nissen S.C..

Kelley A. Chenhalls Date
Partner

Noncitizen Candidate Date

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 \$0 each claim up to an aggregate of \$0