

LEGAL SERVICES AGREEMENT

This Legal Services Agreement (the “Agreement”) is entered into by the City of Milwaukee by and through the Office of the City Attorney (collectively the “City”) and Grzeca Law Group (the “Law Firm”). The Agreement is effective as of the date of final execution.

IT IS MUTUALLY AGREED BY THE PARTIES:

1. Identity of the Parties.
 - a. Identity of the Client. The Law Firm shall provide legal services and representation to the City in the matters described below throughout the Term (as defined below). The Client shall be the client of the Law Firm under all applicable rules of professional conduct including those contained in Wisconsin Supreme Court Rules Chapter 20.
 - b. Identify of the Law Firm. The Law Firm represents and warrants that it is regularly engaged in an independent calling; holds itself out and advertises such independent calling to other potential clients; is experienced, skilled, and qualified in this calling; has or has applied for a federal employer identification number with the Internal Revenue Service (“IRS”) or has filed business or self-employment income tax returns with the IRS based on that work or services provided for clients in the previous tax year; and both has complied and will comply with all local, state, and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the Services (as defined below). The Law Firm represents that it is engaged in the same or similar activities for others and that the City is not the Law Firm's sole client or customer.
2. Scope of Work. The Law Firm shall, as an independent contractor, provide legal services and representation to the City as needed and as further directed by the City related to the petition for an H-1B classification for a noncitizen employee of the Department of Emergency Communications (the “Services”) in exchange for the fees provided for herein and in the accompanying Law Firm’s representation letter during the Term. The City may, from time to time, request changes to the scope of the Services. Such changes, including any increase or decrease in the amount of the Law Firm’s compensation that are mutually agreed upon by and between the City and the Law Firm, must be memorialized in writing .
3. Term. This Agreement shall become effective upon final signature and run through October 1, 2026 unless otherwise terminated early as provided for herein or extended by mutual agreement of the parties (the “Term”).
4. Performance. The Law Firm warrants that the Services and the results therefrom shall be satisfactorily carried out in a timely manner and shall be performed in accordance with generally accepted professional practices and industry standards and in a manner consistent with the highest level of care and skill exercised under similar conditions by members of the legal community practicing in Wisconsin by personnel fully qualified and licensed to perform the Services in the State of Wisconsin. The Law Firm shall devote such time and attention to the performance of the Services as the Law Firm determines is reasonably necessary to accomplish the Services. The Law Firm shall determine its own schedule so long as such schedule allows for the satisfactory performance of the Services. The Law Firm will supply all materials and supplies necessary to perform the Services. The Law Firm agrees to comply with all federal, state and local laws, regulations, rules, or court orders.

5. Personnel. The Law Firm shall secure at its own expense all personnel required to perform the Services. The Law Firm and its employees, agents, officers, subcontractors, and volunteers shall not receive nor be eligible for any fringe or other benefits to which the City's employees are entitled to or are receiving. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder will be performed by the Law Firm or under its supervision and all personnel engaged in the work shall be fully qualified and authorized or permitted under state and local law to perform such services.
6. Designation of Authorized Representatives. Except as provided for in Section 17 of this Agreement entitled "Notices," the Law Firm's authorized representative is Jerome G. Grzeca. This representative is authorized to act, agree, and speak on behalf of the Law Firm. The City's authorized representative is Theresa Montag, Assistant City Attorney who is authorized to act on behalf of the City.
7. Subcontractors. None of the Services shall be subcontracted without the prior written approval of the City. If any Services are subcontracted, such subcontractor relationship shall be done pursuant to a written contract and must be subject to each provision of this Agreement including any insurance requirements. The City must be a named third party beneficiary to such contract such that the City is allowed to enforce the provisions of such contract against the subcontractor to the same extent it can enforcing this Agreement against the Law Firm. The Law Firm shall be fully responsible to the City for the acts and omissions of its subcontractors and all persons either directly or indirectly employed by the Law Firm.
8. 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 the Law Firm receiving payment under this Agreement shall be the sole responsibility of the Law Firm.
9. Insurance. The Law Firm agrees to have and maintain the policies set forth in Exhibit A entitled "Insurance Requirements" throughout the Term. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. A lapse in any required insurance coverage during the term of this Agreement shall constitute a material breach of this Agreement.
10. Compensation and Staffing.
 - a. The City shall compensate the Law Firm as follows:

as outlined in the Law Firm's representation letter of February 24, 2026 (see attached).
 - b. Additional staffing. The Law Firm may utilize the services of its attorneys, paralegals, and legal support staff that the City has approved in advance. Emailed approvals are sufficient for this purpose. The Law Firm shall contact attorney Theresa Montag at tmonta@milwaukee.gov for such approvals. The Law Firm shall use the most cost-effective staffing structure possible, including the use of associates and paralegals, whenever doing so is feasible and appropriate.
 - c. Expenses, Administrative, and Other Costs: The City shall pay Law Firm for expenses incurred in the preparation and filing of the H-1B petition, including the required filing fees for submission to the United States Citizenship and Immigration Service ("USCIS");

a \$80 case management fee; and any expenses as necessary to complete the filing, such as credential evaluations or translations. Otherwise, the Law Firm will be responsible for all its own expenses and business liabilities and will not incur any expenses chargeable to the City unless expressly agreed to in writing by the parties. The Law Firm will not charge for copies, printing, long distance telephone calls, conference call services, legal research databases such as Westlaw or Lexis, or any other overhead costs. The Law Firm may charge the City the reasonable costs for necessary mail. To the extent the Law Firm is required to travel, the Law Firm will obtain prior authorization from the City before doing so and shall charge no more than the actual and reasonable costs of such travel.

- d. Witness Costs. If the Law Firm is required to produce documents or appear as a witness in connection with any litigation, arbitration, mediation, investigation, or regulatory proceeding involving the City as a result of this Agreement, the City agrees to pay the actual costs and expenses (including attorney and staff time at the agreed hourly rates) reasonably incurred by the Law Firm in connection with such requirement only where the City has agreed to the same in advance in writing.
- e. Amount Not to Exceed. Notwithstanding anything contained herein, payments to the Law Firm under this Agreement shall not exceed \$4,500 unless otherwise agreed to in writing by the parties.
- f. Documentation of Costs. The Law Firm shall ensure that all allowable fees and costs it incurs pursuant to this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in reasonably specific detail the nature and propriety of all such allowable fees and costs and shall be clearly identified, readily accessible, and provided to the City immediately upon request.

11. Billing.

- a. Invoices. The Law Firm shall submit an invoice to the City for the services flat fee, the associated filing fees, and its case management fee prior to initiating work on the preparation and filing of the H-1B petition. In the event that USCIS issues a Request for Evidence (RFE) or Notice of Intent to Deny (NOID) the H-1B petition after receipt, the City may authorize the Law Firm to respond to the RFE or NOID. After the Law Firm notifies the City in writing about the additional work required and an estimate of the cost associated with the additional work the Law Firm shall submit monthly itemized bills evidencing the fees owed for Services provided for its services (the "Invoices" or singularly an "Invoice") no less than monthly to tmonta@milwaukee.gov. Upon approval that the charges contained in the Invoices are reasonable and that the work was necessary to perform, the City agrees to pay the Invoice within 45 days of receipt. Invoices shall show work hours spent under this Agreement as well as any allowable 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. The Law Firm's invoice(s) for the flat legal fee, associated filing fees, and its case management fee, shall be due and payable within 30 days of the Law Firm's filing of the City's H-1B nonimmigrant petition. Pursuant to Common Council File No. 101137, if the City does not make payment within 45 days after receipt of an Invoice, the 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 the 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 the Law Firm has been sent notice that the amount owed to the Law Firm under an Invoice is subject to

a good faith dispute within 45 days of the receipt of the Invoice. The City's failure to pay in a timely fashion does not relieve the Law Firm of its obligation to perform the Services. In the event that the 45th day after receipt of the Invoice is a Saturday, Sunday, or City holiday (as listed here: <https://city.milwaukee.gov/cityclerk/CityHolidays1148>) payment, may be made on the following business day without interest being owed to the Law Firm. Consistent with Wis. Stat. § 66.0135(3), the Law Firm shall pay any of its subcontractors for satisfactory work within 7 days of the Law Firm's receipt of payment from the City or 7 days from receipt of an invoice from the subcontractor, whichever is later. If the Law Firm fails to make timely payment to a subcontractor, the Law Firm shall pay interest to the subcontractor at the rate of 12 percent per year, compounded monthly, beginning with the 8th calendar day after the Law Firm's receipt of payment from the City or receipt of an invoice from the subcontractor, whichever is later.

- c. Tax Exemption. The City is exempt from the payment of all federal taxes. Registration No. A-245518 for tax-free transactions is on file with the Milwaukee Office of the IRS. The City is exempt from Wisconsin sales or use tax under Section 77.54(1) and (9a), Wisconsin State Statutes. The City's Wisconsin Sales and Use Tax Exemption number is ES 44381. Invoices to the City may not include costs for federal excise and Wisconsin sales or use taxes.

12. Termination. The City may, at any time and for any reason, terminate this Agreement and instruct the Law Firm in writing to cease the Services. In the event that the City asks the Law Firm to discontinue preparation of the H-1B 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 the City has prepaid all of part of the Law Firm's flat legal fee and expense, 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 the Law 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 to the Law Firm. Similarly, the Law Firm reserves the right to terminate its representation at any time upon 30 days' written notice to the City. The City agrees to pay all allowable fees and costs incurred through the date of termination after receipt of a final Invoice in accordance with Section 11 of this Agreement entitled "Billing." In the case of termination by either party, the parties will promptly take the steps reasonably necessary to conclude the Law Firm's representation of the City. Those steps include preparing the materials reasonably necessary for transferring the matter to another counsel if such a transfer is requested by the City.
13. Default and Remedies. In the event the Law Firm is in default under any terms of this Agreement, the City shall notify the Law Firm of such default and the Law Firm shall have a reasonable time, as determined by the City, or 30 days, whichever is less, to remedy such default. In addition to any other rights inuring the benefit of the City, the City may seek damages, specific performance, or any other remedies it is entitled to under the law as a result of any default by the Law Firm.
14. Electronic Communications. It is likely that during the course of this engagement both the City and the 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. Although the use of this technology involves some degree of risk that third parties may "hack into" or otherwise access confidential communications, the parties agree that the benefits of using this technology outweigh the risk of accidental disclosure.

Nevertheless, the Law Firm will maintain policies, procedures, and technological/licensing infrastructure sufficient to secure its communications as is considered reasonable in its industry.

15. Confidentiality. Any information provided by the City to the Law Firm in connection with this Agreement (whether written, oral, taped, computerized or other electronic form or format) (“Confidential Information”) shall be kept strictly confidential by the Law Firm. The Law Firm shall not disclose or divulge any of the Confidential Information to any third-party, except for to its agents, employees, representatives, and contractors which have a reasonable need to know such Confidential Information. The Law Firm shall be liable for any damages resulting from the disclosure of such Confidential Information by its agents, employees, representatives, and contractors. The obligations contained in this Section shall survive termination of the Agreement and continue into perpetuity. The provisions of this Section are in addition to and not instead of the duties of attorney-client privilege and duties of confidentiality that Law Firm owes to the City under Wisconsin Supreme Court Rules applicable to the attorney-client relationship.
16. Amendment. This Agreement shall not be altered, changed, or amended except by written instrument executed by the parties via individuals with authority to bind their respective parties.
17. Notices. Notices required or desired to be given to the other party under this Agreement shall be in writing, in English, and sent by (i) confirmed email, (ii) United States Postal Service or private courier service with postage prepaid, or (iii) personally delivered. Notices sent by confirmed email or personal delivery shall be deemed received on the same day given. Notices sent by United States Postal Service or private courier service shall be deemed received on the third day following delivery to the United States Postal Service or private courier service or deposit into a mailbox. Notices shall be sent to the following addresses:

Law Firm

Grzeca Law Group, S.C.
Attn: Jerome G. Grzeca
1434 West State Street
Milwaukee, WI 53233
clients@grzecalaw.com

City of Milwaukee – Office of the City Attorney

City Attorney Evan Goyke
Frank P. Zeidler Municipal Building
841 North Broadway, 7th Floor
Milwaukee, WI 53202-3653
egoyke@milwaukee.gov

18. 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.

19. **Indemnification and Defense of Suits.** The Law Firm shall indemnify the City and its officers, agents and employees for all losses, damages, costs, expenses, judgments, accrued interest, liabilities, or decrees arising out of any claim, action in a court, or proceeding before an administrative agency that is brought against the City or any of its subcontractors, officers, agents, or employees for the acts or omissions of the Law Firm or any of its subcontractors, officers, agents, or employees in whole or in part in the performance of the Services and any covenants, acts, matters or things covered by this Agreement, or for injury or damage caused by the alleged acts or omissions of the Law Firm or any of its subcontractors, its officers, agents or employees. The City will, at its sole option, decide whether to tender the defense of any claim, action in court, or proceeding before an administrative agency in which the Law Firm has a duty to indemnify to the Law Firm or its insurer and upon such tender it shall be the duty of the Law Firm and its insurer to defend such claim, action, or proceeding without cost or expense to the City or its officers, agents, or employees using counsel selected by the Law Firm and its insurer and approved by the City. The Law Firm shall not settle any claim, action in any court, or proceeding before an administrative agency relating to the City unless the City consents to the settlement in writing.
20. **Public Records and Records Retention.** The Law Firm understands that the City is bound by the Wisconsin Public Records Law, Wis. Stat. §19.21, et. seq. Pursuant to Wis. Stat. §19.36(3), the City may be obligated to produce, to a third party, records of the Law Firm that are “produced or collected” by the Law Firm under this Agreement (“Records”). The 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 the Law Firm acknowledges that it has read and understands that definition. Irrespective of any other term of this Agreement, the 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 the City if, in the City’s sole determination, the City is required to produce the Records to a third party in response to a public records request. The Law Firm’s failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement. The Law Firm shall not charge the City for compliance with this Section.
21. **Reports and Information.** The Law Firm shall furnish the City with such statements, records, reports, data, studies, analysis, memorandum, records, information, and related data and materials created, prepared, assembled, or developed as a result of this Agreement (collectively “Documents”) as the City may request pertaining to matters covered by the Agreement. All Documents that are developed during the performance of this Agreement shall be submitted to and be the exclusive property of the City, which shall have the right to use same for any purpose without any further compensation to the Law Firm other than hereinafter provided. Upon termination or expiration of the Agreement, all finished or unfinished Documents shall be immediately transmitted to the City at the effective date of such termination or expiration. All Documents are confidential and the Law Firm agrees that it will not, without prior written approval of the City, submit or make same available to any individual, agency, public body, or organization other than the City, except as may be otherwise herein provided.
22. **Audits and Inspections.** The Law Firm shall make the Documents available to the City to allow the City to audit, examine, excerpt or transcribe the Documents and audit, examine, excerpt or transcribe all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement any time during normal business hours and as often as the City may, in its sole discretion, deem necessary. If federal or state grants or aids are involved in this Agreement, the Law Firm shall make the Documents available to the appropriate federal or state agency or the United States Comptroller

General to allow the appropriate federal or state agency or Comptroller General to audit, examine, excerpt or transcribe the Documents and audit, examine, excerpt or transcribe all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement any time during normal business hours and as often as the appropriate federal or state agency or Comptroller General may, in their sole discretion, deem necessary. The Law Firm shall not charge any additional fees to the City, appropriate federal or state agency, or Comptroller General by virtue of any additional work or costs associated with the performance of the Law Firm's duties under this Section.

23. Nondiscrimination. It is the 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 the 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 the City of Milwaukee for work under this Agreement.
24. 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 the 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 the City cannot be created, the party materially and adversely impacted shall be allowed to terminate the Agreement pursuant to Section 12 of this Agreement entitled "Termination." Should any local, state or national regulatory authority having jurisdiction over the City enter a valid and enforceable order upon the City which has the effect of changing or superseding any term or condition of the Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, the Agreement shall remain in effect and be modified or terminated in the manner provided for by this Section.
25. 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 the 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 the City.
26. 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 including but not limited to Sections 7, 10.d, 10.e, 11.b, 15, 17, 18, 19, 20, 21, 22, 24, 25, 26, 28, 29, and 32.
27. Slavery Disclosure Affidavit. All vendors in existence during the "slavery era" (prior to 1865), contracting with the 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.

28. Assignment. The Law Firm shall not assign any interest in this Agreement and shall not transfer any interest in the same in any manner without the written consent of the City provided, however, that claims for money due or to become due to the Law Firm from the City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the City.
29. Conflict of Interest. The Law Firm shall ensure that no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with this Agreement shall have any personal interest, direct or indirect, in this Agreement. Any contract in which a member of the City of Milwaukee Common Council is an interested party shall be voidable at the sole discretion of the City, and the City may sue to recover any amounts paid on such contract. The Law Firm agrees, pursuant to MCO Section 304-23, that no attorney at the Law Firm shall undertake representation of any person in connection with any claim, proceeding, lawsuit, or other matter against the City during the Term.
30. Green Contracting.
 - a. Duplex/Recycled Paper. In accordance with efficient resource procurement and utilization policies adopted by the City of Milwaukee, the Law Firm shall ensure that, whenever practicable, all printed materials produced by the Law Firm in the performance of this Agreement are duplexed (two-sided copies), printed on recycled paper, and labeled as such.
 - b. Recycled Materials. The Law Firm shall utilize recycled materials whenever technically and economically feasible.
31. Debarment and Suspension. The Law Firm represents that, as of the execution of this Agreement, neither the Law Firm nor any subcontractor or sub-consultant performing work under this Agreement (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." The Law Firm warrants that, if at any point during the Term the Law Firm or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, the Law Firm shall notify the City immediately.
32. Entire Agreement. This Agreement and all exhibits attached hereto and incorporated herein represents the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, discussions, representations, warranties, and covenants between the parties concerning the subject matter hereof. No promises, covenants, representations, or warranties of any kind other than those contained within this Agreement have been made to induce either party to enter into this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original and shall together constitute one and the same instrument. The parties acknowledge that electronic signatures may be utilized by the parties as they execute this Agreement and accept the validity of such electronic signatures. This Agreement may only be extended, supplemented, amended, or altered by another written document executed by both parties. No purchase order or Invoice issued by the Law Firm during the Term shall supersede the terms of this Agreement, even if signed by the City. The parties agree to convert this Agreement and any executed amendments to this Agreement to

Exhibit A
Insurance Requirements

1. Throughout the Term, the Law Firm is solely responsible for meeting its insurance needs, but shall, at a minimum, carry insurance that meets the insurance requirements set forth in this Exhibit A. Any failure to comply with these minimum requirements during the Term is a material breach of this Agreement.
2. Certificate of Insurance Required. A certificate of insurance acceptable to the City must be provided to the City prior to the provision of any Services or 5 days after final execution of this Agreement, whichever is sooner. Any certificate of insurance provided to the City shall accurately demonstrate that the issued insurance policies meet the requirements outlined herein and must be an original certificate issued by a company licensed to do business in the State of Wisconsin or signed by an agent licensed by the State of Wisconsin. The Law Firm shall send the City a current and valid Certificate of Insurance and/or Policy within 14 days of any request by the City. Immediately upon any material change to the Law Firm's insurance coverage, the Law Firm shall send the City an updated certificate of insurance that meets the requirements of this Exhibit A.
3. Policy Inspection. The City reserves the right to examine the actual policy of insurance at any time during or after the Term.
4. City as Additional Insured. The City of Milwaukee shall be named as an additional insured (using ISO Form CG2026 or its equivalent) with respect to liability coverage other than professional liability and worker's compensation, including cyber liability coverage. The certificate holder shall be designated as:
 - City of Milwaukee
 - Office of the City Attorney
 - 841 N. Broadway – Room 716
 - Milwaukee, WI 53202-3551
5. City Approval of Insurance Companies. Insurance companies must be acceptable to the City and have a current A.M. Best rating of A-VIII or better.
6. Use of Occurrence Form. All policies other than professional liability policies shall be written on an occurrence form.
7. Notice of Cancellation or Non-Renewal. The City shall be provided with at least 30 days' written notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies required by this Agreement, for any reason including non-payment of premium. To ensure that such notice occurs, an endorsement must be added to the policy/policies permitting Earlier Notice of Cancellation or Non-Renewal. Such endorsement must contain the following stipulation:

“We will mail notice of cancellation (including for nonpayment of premium), non-renewal or material limitation of coverage to the organization shown in the schedule. We will mail the notice at least 30 days before the effective date of the action.”

A copy of the endorsement of Earlier Notice of Cancellation or Non-Renewal stipulation must be submitted with the Certificate of Insurance.

8. Required Coverages. Each of the following minimum coverages are required pursuant to this Agreement:

COVERAGE	MINIMUM AMOUNT OF COVERAGE REQUIRED								
Worker's Compensation (The City <u>does</u> require Worker's Compensation coverage for Sole Proprietorships)	Statutory Limits								
Employer's Liability	<table border="0"> <tr> <td>Each Accident:</td> <td>\$100,000</td> </tr> <tr> <td>Disease – Policy Limit:</td> <td>\$500,000</td> </tr> <tr> <td>Disease – Each Employee:</td> <td>\$100,000</td> </tr> </table> <ul style="list-style-type: none"> • Coverage must include a Waiver of Subrogation Endorsement in favor of the City and its directors, officers, agents, employees, and volunteers. 	Each Accident:	\$100,000	Disease – Policy Limit:	\$500,000	Disease – Each Employee:	\$100,000		
Each Accident:	\$100,000								
Disease – Policy Limit:	\$500,000								
Disease – Each Employee:	\$100,000								
Commercial General Liability	<table border="0"> <tr> <td>Each Occurrence Limit:</td> <td>\$1,000,000</td> </tr> <tr> <td>General Aggregate:</td> <td>\$2,000,000</td> </tr> <tr> <td>Products-Completed Operations Limit:</td> <td>\$2,000,000</td> </tr> <tr> <td>Personal and Advertising Injury Limit:</td> <td>\$1,000,000</td> </tr> </table> <ul style="list-style-type: none"> • Coverage must be equivalent to ISO Form CG0001 or better. • Coverage must include a Waiver of Subrogation Endorsement in favor of the City and its directors, officers, agents, employees, and volunteers. • Coverage must apply to independent contractors and contractual liability. • Coverage must apply on a primary and non-contributory basis. 	Each Occurrence Limit:	\$1,000,000	General Aggregate:	\$2,000,000	Products-Completed Operations Limit:	\$2,000,000	Personal and Advertising Injury Limit:	\$1,000,000
Each Occurrence Limit:	\$1,000,000								
General Aggregate:	\$2,000,000								
Products-Completed Operations Limit:	\$2,000,000								
Personal and Advertising Injury Limit:	\$1,000,000								
Automobile Liability	<table border="0"> <tr> <td>Bodily Injury:</td> <td>\$1,000,000 per person \$1,000,000 per occurrence</td> </tr> <tr> <td>Property Damage:</td> <td>\$1,000,000 per occurrence</td> </tr> <tr> <td>Or Combined Limit:</td> <td>\$1,000,000 per occurrence</td> </tr> </table> <ul style="list-style-type: none"> • If the Law Firm owns or has any long term leased vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or long term leased vehicles, then coverage must be for Hired and Non-Owned Auto Liability (Symbols 8 and 9). • Coverage must include a Waiver of Subrogation Endorsement in favor of the City including its directors, officers, agents, employees and volunteers. • Coverage must include contractual liability for risks assumed in this contract. • If Federal or State government(s) require a Motor Carrier filing, such filing shall be made available to the City upon request. 	Bodily Injury:	\$1,000,000 per person \$1,000,000 per occurrence	Property Damage:	\$1,000,000 per occurrence	Or Combined Limit:	\$1,000,000 per occurrence		
Bodily Injury:	\$1,000,000 per person \$1,000,000 per occurrence								
Property Damage:	\$1,000,000 per occurrence								
Or Combined Limit:	\$1,000,000 per occurrence								

Professional Liability	<p style="text-align: right;">\$500,000 per claim \$1,000,000 in the aggregate</p> <ul style="list-style-type: none"> • Coverage must remain in effect for a period of not less than 2 years beyond the termination date of the Agreement. • If a claims-made form is used and a change of insurer occurs during the contract period, continuity of coverage must be maintained by either retaining the original retroactive date or exercising the extended reporting period endorsement option from the expired policy for a period of not less than 2 years, if the replacement insurer will not preserve the original retroactive date. • Coverage must include a Waiver of Subrogation Endorsement in favor of the City including its directors, officers, agents, employees and volunteers.
Cyber Insurance	<p style="text-align: right;">\$1,000,000 per occurrence</p> <ul style="list-style-type: none"> • Coverage must include cost of notification, cost of identity protection and repair insurance for affected individuals and third party liability. • Other required coverages include: <ul style="list-style-type: none"> ○ Regulatory Fines & Penalties ○ PCI Fines & Penalties ○ Cyber Extortion/Ransomware ○ Business Interruption ○ Data Reconstruction ○ Media/Website Liability ○ Breach Response Mitigation <ul style="list-style-type: none"> ▪ Forensic investigations ▪ Legal expenses ▪ Notifications ▪ Identity monitoring
Umbrella (Excess) Liability	<p style="text-align: right;">\$5,000,000 per occurrence \$5,000,000 aggregate</p> <p>Must provide coverage in excess of the Employer's Liability, Commercial General Liability, Cyber Insurance, and Auto Liability Coverages (inclusive of the amendments stated above).</p>