

Special Common Council MEETING AGENDA



May 21, 2024 - 6:00 PM
City Hall
Council Chambers

Published: 5/17/2024

AGENDA

1. **PRIVILEGE OF THE FLOOR**
2. **CALL TO ORDER, PLEDGE OF ALLEGIANCE**
3. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
4. **DEFERRED, REFERRED & TABLED ITEMS**
 - A. Discussion and recommendation to Common Council to approve entering into an agreement with GovInvest to conduct a classification and compensation review (**Tabled on 5/14/24**)
 - B. Discussion and recommendation to Common Council approval of Resolution No. 2024-09, a Resolution transferring funds from contingency to the Human Resources Department Budget to contract a salary study (**Tabled on 5/14/24**)
5. **ADJOURN**

Supplemental Information:

- The meeting agenda and agenda packet are available online at www.NewBerlinWI.gov
- The minutes are published online and are approved at the next regularly scheduled meeting.
- Action may be taken on any of the agenda items and the agenda may be discussed in any order.
- You may email comments to the City Clerk at CitizenComments@NewBerlinWI.gov. The comments will be forwarded to the mayor and governing body members. The emailed comments are not read during the meeting.
- The City of New Berlin is committed to hosting inclusive, accessible meetings. We strive to enable all individuals, regardless of their abilities, to engage and participate fully. If you have a qualifying disability under the Americans with Disabilities Act that requires the meeting to be accessible, please contact the Office of the City Clerk at (262) 786-8610 or via email at ClerksOffice@NewBerlinWI.gov at least 48 hours before the scheduled meeting time. We will make every effort to accommodate your needs through appropriate aids and/or services.
- It is also possible that members of and possibly a quorum of other municipal governmental bodies may attend the above-stated meeting to gather information; any governmental body will take no action at the above-stated meeting other than the governmental body specifically referred to in the above meeting notice.



DATE: May 12, 2024

TO: Mayor Ament
Common Council

FROM: Mayor Ament
Melissa Beck, Human Resource Director
Ralph Chipman, Director of Finance

REQUESTED ACTION:

Recommendation to Council to approve the agreement with GovInvest to conduct a classification & compensation review.

FISCAL IMPACT:

The first year of the contract will begin in 2024 upon acceptance of the contract, and will be funded by a transfer from contingency, the remaining installments will be budgeted for in 2025 & 2026.

RATIONALE:

The City has not conducted an employee classification and compensation review since 2015. It is best practice to review compensation every 3-5 years. Multiple surrounding communities have been conducting compensation reviews and it has become evident that the City of New Berlin lags in our efforts to remain competitive with our compensation. In order to conduct the review and have continually updated information over the next three years, we have chosen to partner with GovInvest. GovInvest will obtain data from our comparators and compile it into a system that we will have access to on an ongoing basis.

ATTACHMENTS:

GovInvest Statement of Work

SaaS Licensing Agreement GovInvest

City of New Berlin, WI

May 12, 2024

MASTER SERVICE AGREEMENT

This Master SaaS Services Agreement ("Agreement between GovInvest, Inc. ("Company"), and City of New Berlin, WI ("Client") effective May 02, 2024. This Agreement includes and incorporates each Summary of Services and Implementation, the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different or additional terms of any purchase order, confirmation, or similar form, even if signed by the parties before or after the date hereof.

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

- 1.1 Company shall provide the services identified in the Services section of each Summary of Services and Implementation (as defined below) attached to this Agreement (the "Services")
- 1.2 Client and Company shall mutually agree upon the Services to be performed by Company under this Agreement in a written summary of services and implementation (each, a "Summary of Services and Implementation"), in the form attached hereto as Exhibit A. Each Summary of Services and Implementation shall be attached to this Agreement as a sequentially numbered exhibit, and shall expressly be deemed incorporated into this Agreement and subject to all the terms and conditions set forth herein, except as otherwise set forth in the applicable Summary of Services and Implementation. In the event of any conflict between this Agreement and a Services and Implementation, such Services and Implementation shall govern.
- 1.3 The initial Summary of Services and Implementation is hereto referred to as Schedule 1.
- 1.4 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Client the Services in accordance with the Service Level Terms attached hereto as Exhibit B. As part of the registration process, Client will identify an administrative username and password for Client's account. Company reserves the right to refuse registration or cancel passwords it deems inappropriate.
- 1.5 Subject to the terms hereof, Company will provide Client with reasonable technical support services in accordance with the terms set forth in Exhibit C.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1 Client will not, directly or indirectly; reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to or used to provide the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software nor use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party (except to the extent expressly permitted in writing by Company or authorized within the Services); or remove any proprietary notices or labels.
- 2.2 Further, Client shall not export or re-export, either directly or indirectly, the Software or any copies thereof in such manner as to violate the export laws and regulations of the United States or any other applicable jurisdiction in effect from time to time (including, without limitation, when such export or re-export requires an export license or other governmental approval without first obtaining such license or approval). Without limiting the foregoing, Client shall not permit any third parties to access or use the Services in violation of any United States export embargo, prohibition, or restriction.

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- 2.3 Client hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorney's fees) in connection with any claim or action that arises from Client's failure to comply with the terms of this Agreement or otherwise from Client's use of Services. Although Company has no obligation to monitor Client's use of the Services, Company may do so. Company reserves the right, in its sole discretion, to prohibit or suspend Client's use of the Services at any time Company believes such use to be in violation of this Agreement or otherwise harmful to the Service.
- 2.4 Client shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Client shall also be responsible for maintaining the security of the Equipment, Client account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Client account or the Equipment with or without Client's knowledge or consent. Notwithstanding the foregoing nothing contained within this agreement is intended to be a waiver or estoppel of the contracting municipality or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

3. **CONFIDENTIALITY; PROPRIETARY RIGHTS**

- 3.1 One party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Client includes non-public data ("Client Data") provided by Client to Company to enable the provision of the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third party any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, without any action by, or involvement of, the Receiving Party or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law. The Receiving Party acknowledges that in the event of a breach of Section 3.1 by the Receiving Party, substantial injury could result to the Disclosing Party and money damages will not be a sufficient remedy for such breach. Therefore, in the event that the Receiving Party engages in, or threatens to engage in, any act which violates Section 3.1, the Disclosing Party will be entitled, in addition to all other remedies which may be available to it under law, to seek injunctive relief (including, without limitation, temporary restraining orders, or preliminary or permanent injunctions) and specific enforcement of the terms of Section 3.1. The Disclosing Party will not be required to post a bond or other security in connection with the granting of any such relief. Notwithstanding the foregoing, any documents or data received by the City is considered a public record and therefore is subject to disclosure under the WI public records law subject only to limited restrictions as set forth under WI law. Any confidentiality obligation is subject to and limited by the WI public records law.

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- 3.2 Company shall own and retain all rights, title and interest in and to: (i) the Services and Software, together with all improvements, enhancements, modifications, changes, translations, compilation, and derivative works thereto, (ii) any software, applications, inventions or other technology developed in connection with Implementation Services or support, (iii) any analytics generated through Client's use of the Services, including but not limited to, any data, materials, information, and reports ("Analytics") and (iv) all intellectual property rights related to any of the foregoing. Company hereby grants Client a non-exclusive, non-transferable and non-sublicensable license to access and use the Analytics.
- 3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Client Data and data derived therefrom), and Company will be free (during and after the term hereof) to: (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, (ii) disclose such data solely in aggregate or other de-identified form in connection with its business, and (iii) disclose, share, license, or resell Analytics to third parties for consideration. No rights or licenses are granted except as expressly set forth herein.
4. **PAYMENT OF FEES**
- 4.1 Client will pay Company the then applicable fees described in the applicable Summary of Services and Implementation in accordance with the terms therein (the "Fees"). If Client's use of the Services exceeds the Service Capacity set forth in the applicable Summary of Services and Implementation or otherwise requires the payment of additional fees (per the terms of this Agreement), Client shall be billed for such usage and Client agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or then current Renewal Term, upon thirty (30) days prior notice to Client (which may be sent by email). If Client believes that Company has billed Client incorrectly, Client must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's Client support department.
- 4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice unless otherwise specified in the terms. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Client shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.
- 4.3 Services may be provided outside the scope encompassed within the applicable "Summary of Services and Implementation". Said services may be subject to additional fees, which are set at \$600/hour for executive-level work, \$425/hour for FSA-level work, \$300/hour for ASA-level work, \$200/hour for analyst work, and reasonable travel expenses. Said services that are subject to additional fees will not be performed without explicit advance consent from Client. Explicit written consent must be obtained and agreed upon for additional fees.
- 4.4 Company will charge additional fees, which are set at \$250/hour, if, after the Effective Date, Client: (i) changes its actuarial assumptions provided to Company, (ii) changes actuaries, (iii) provides Company with data that differs from the initial data provided by Client to the Company, (iv) changes benefit structures, (v) adds additional tiers to its benefits plan, or (vi) merges with another plan. Explicit written consent must be obtained and agreed upon for additional fees.
- 4.5 Company may incur business license fees that are mandated by Client. Client agrees to reimburse Company for said fees.

4.6 Company may incur costs for adding Client as additional insured to Company's existing insurance policies in order to comply with Client's insurance requirements. Client agrees to reimburse Company for said costs.

4.7 Company may incur costs for providing a waiver of subrogation in relation to Company's existing insurance policies in order to comply with Client's insurance requirements. Client agrees to reimburse Company for said costs.

5. **TERM AND TERMINATION**

5.1 Subject to Section 5.3, this Agreement shall commence on the Effective Date and continue for one (3-year) ("Initial Term"), and thereafter shall renew for successive additional one (1) year renewal terms (each a "Renewal Term"), unless either party to this Agreement notifies the other in writing at least thirty (30) days prior to the end of the then-current Term that it does not wish to so renew. The Initial Term and any Renewal Terms are collectively referred to herein as the "Term."

5.2 Each Summary of Services and Implementation shall be effective upon the date set forth in such Summary of Services and Implementation and continue the end of the then current Term, and thereafter shall renew for successive additional one (1) year renewal terms, unless either party to this Agreement notifies the other in writing at least thirty (30) days prior to the end of the then-current Term that it does not wish to so renew.

5.3 In addition to any other remedies it may have, either party may terminate this Agreement and/or any Summary of Services and Implementation upon thirty (30) days written notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement or such Summary of Services and Implementation. Client will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement and the Summary of Services and Implementation which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. **WARRANTY AND DISCLAIMER**

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner as expressed in Exhibit D. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Company does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES, THE ANALYTICS, AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. **INDEMNITY**

Company shall hold Client harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Client

specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Client continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Client's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Client a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Client's rights hereunder and provide Client a refund of any prepaid, unused fees for the Service.

8. **LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CLIENT TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. **MISCELLANEOUS**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Client except with Company's prior written consent. Company may not transfer or assign any of its rights and obligations under this Agreement without Client's prior written consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and all waivers and modifications in this Agreement must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Client does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. For the purposes of this paragraph "prevailing party" is considered to be the party which upon court judgment is found to have rulings in its favor on the majority of its claims or defenses. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery

service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Wisconsin without regard to its conflict of laws provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Client otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

EXHIBIT A

SUMMARY OF SERVICES AND IMPLEMENTATION

This Summary of Services and Implementation (this "SSI") is entered into on the below execution date between GovInvest, Inc. ("Company"), and the Client listed below, pursuant to the terms of that certain Master Services Agreement (the "Agreement"), by and between Company and Client.

Client:

City of New Berlin, WI by Melissa Beck, Human Resources Director

3805 S Casper Drive New Berlin, WI 53151

mbeck@newberlin.org

262-797-2447

Services:

Product	One-time Implementation Fee	Annual Fee
Live Compensation	\$5,700	\$19,136
Year One Total Cost	\$5,700	\$19,136

This pricing is good until May 31, 2024

Company will use commercially reasonable efforts to provide Client the services described in accordance with the terms herein, and Client shall pay Company the Implementation Fee in accordance with the terms herein. The Client's obligation to pay these fees are subject to the New Berlin Common Council's approval of a budget and tax levy to support it and if that does not occur this Agreement may be terminated.

The terms and conditions of this SSI are hereby incorporated into and made a part of the Agreement. All waivers and modifications in this SSI must be in a writing signed by both parties, except as otherwise provided in the Agreement.

IN WITNESS WHEREOF, this Summary of Services and Implementation has been executed and delivered by the parties hereto by their duly authorized officers as of the date first set forth above.

GOVINVEST INC.:

City of New Berlin, WI:

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

Exhibit B

Service Level Terms

The Services shall be available 99% of the time, measured monthly, excluding holidays and weekends and scheduled maintenance. If Client requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Client's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than 12 hours, Company will credit Client 1% of Service Fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Client (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Client must notify Company in writing within 12 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

EXHIBIT C

Support Terms

Company will provide Technical Support to Client via both telephone and electronic mail on weekdays during the hours of 9:00 a.m. through 5:00 p.m. Pacific Standard Time, with the exclusion of Federal Holidays ("Support Hours").

Client may initiate a help desk ticket during Support Hours by calling 310-371-7106 or any time by emailing support@govinvest.com.

Company will use commercially reasonable efforts to respond to all help desk tickets within one (1) business day.

EXHIBIT D
Disclaimer of Software Analysis

Company does not warrant that operation of the Software shall be uninterrupted or error free except as stated above. The Customer is solely responsible for the accuracy and integrity of its own data, reports, documentation, and security. NO WARRANTY OR ASSURANCE, EXPRESS, IMPLIED, OR STATUTORY, IS GIVEN BY COMPANY WITH RESPECT TO THE SOFTWARE, COMPANY'S SERVICES OR ANY OTHER MATTER, INCLUDING, WITHOUT LIMITATION (AND COMPANY SPECIFICALLY DISCLAIMS) ALL WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Because the calculations performed by the Software partially depend for their accuracy on the Customer's input, Company is not responsible for the correctness, accuracy, reliability, currency or otherwise of the output of the Software resulting from Customer's input, and makes no warranty with respect thereto. Customer assumes all risk of using the output of the Service and Software in Customer's business. The results reflected in the Software are mathematical estimates of future events based on information provided/available and assumptions that may not materialize. Subsequent measurements will differ, possibly materially, from these estimates due to differences in assumptions, methods, plan demographics, provisions and assets/returns, or other new information. Future costs and those associated with potential plan changes will change depending on the actual experience that emerges. Results shown in the software are not Statements of Actuarial Opinion and are for illustrative purposes only. Neither Customer, nor any other party receiving or reviewing the data, may rely on these calculations as indicative of future results. In situations where Company is providing input data, there is no guarantee of the completeness of collection of data. The company makes every effort to obtain as much relevant data as possible to facilitate meaningful comparisons with like data, but you should consider this inherent limitation when relying on the information provided by Company's Services. Company does not provide any warranty, either express or implied, including but not limited to any non-Company software installed on Customer's computer equipment, for the performance of Customer's selected Internet services, and for the performance of Customer's computer equipment or Customer's network system. The integration of the Software with any other application used by Customer is dependent on many factors beyond the control of Company, and the inability of the Software to integrate with such applications shall not be construed as a failure of the Software, or that the Software is defective.

EXHIBIT E

Statement of Work (SOW)

1 Executive Summary

City of New Berlin, WI ("Client") has engaged GovInvest to deliver Live Compensation and associated support services ("Services").

2 Service Description

GovInvest will provide the following Services to the Client.

- An online software platform customized with client's scoped classification and comparator project. Compensation information in the platform can be used to assess market positioning and compensation rates in anticipation of labor negotiation discussions and recruitment/retention efforts. The platform provides the ability to:
 - Review market compensation rates sourced from the following client and comparator documented disclosures:
 - Salary ranges/pay scales/schedule(s) for all classifications at respective agency.
 - Job descriptions for all classifications to be included in the project.
 - MOUs/Labor Agreements/Personnel Policies detailing various special .pays/allowances/PTO/etc.
 - Employer contributions toward medical/dental/vision premiums.
 - Total benefit amounts for life insurance + AD&D + STD/LTD (excluding any supplemental benefits).
 - Execute/refine position matching comparisons.
 - Benchmark compensation for new/expected/TBD classifications.
 - Run multiple scenarios for potential matches/groups.
 - Export reports for further analysis.
- Devoted software implementation specialist(s) to support Client on the following:
 - Configuration, validation, and training of the software.
 - Data file collection for populating the platform.
 - Ongoing support to the Client's identified stakeholders.

2.1 In Scope

The following services are in scope for the statement of work.

- Live Compensation
 - Live Compensation for 50 classifications and 14 comparators. Baseline data to be created/referenced using January/July of the respective fiscal year.
 - Capacity to swap a limited number of comparators as needed and upon mutual agreement.

2.2 Deliverables

The following deliverables will be provided to the Client as digital documents or as accessible online services and documents.

- The Live Compensation software module will contain a single online project for Client. The project deliverable will contain an online dashboard equipped with compensation information disclosed in agency source documents for classifications and comparators to be included as part of the Client Agreement, the purchased package being Salary Software Only.

2.3 Project-Specific Client Responsibilities

GovInvest is counting on Client to provide the following:

- Live Compensation
 - A list of classifications from the client to be included in the software for benchmarking
 - A list of comparator agencies whose data is to be included in the Live Compensation Module
 - If client wishes to have GovInvest generate a peer group on behalf of the Client instead, then GovInvest will do so for an additional enhancement cost.
 - Compensation data from the client covering the following elements:
 - Salary schedule(s) for all classifications to be included in the study.
 - Job descriptions for all classifications to be included in the study.
 - MOUs/Labor Agreements/Personnel Policies detailing various special pays/allowances/PTO/etc.
 - Employer contribution amounts towards medical/dental/vision premiums.
 - Total benefit amounts for life insurance + AD&D + STD/LTD (excluding any supplemental benefits).

2.4 Out of Scope

Any services not explicitly listed above as "In Scope" shall be considered out of scope for this project. Notably, the areas that are out of scope for this project include, but are not limited to, the following list. If any of these items are required for your organization, they can be scoped separately.

- Live Compensation
 - GovInvest's creation of models beyond those noted in Sections 2.1 and 2.2.
 - Updating compensation data more than 3 times per calendar year.
 - Position matching performed by GovInvest for software-only packages (i.e., no additional enhancement costs scoped out for project).
 - Assessing fiscal impact of potential pay changes following market review.
 - Requesting additional data points related to benefits that are not being included/accounted for already (i.e., requesting data of pay/shift differentials, non-paid leaves, pension amounts, etc).
 - Comparing budget sizes of agencies.
 - Comparing/providing feedback of if new classifications should be created and/or changes to outdated job descriptions.

2.5 Project Milestones & Duration

Project duration is defined as the entire time taken to complete the project, based on the resources allocated.

Live Compensation

The estimated project duration is 12-20 weeks from Kickoff meeting to Go-live meeting. Project duration is subject to the Client providing the necessary compensation data and scope inputs (classification/comparator list) as outlined in the project management timing agreed herein or during the project kickoff meeting.

Milestone	Expected Duration	Target Completion Date
Kickoff meeting	<1 week	May 16, 2024
Data collection	4 - 6 weeks	To be set at Kickoff Meeting
Configuration - Salary	1 – 2 weeks	To be set at Kickoff Meeting
Validation 1	<1 weeks	To be set at Kickoff Meeting
Training - Salary	<1 week	To be set at Kickoff Meeting
Configuration - Benefits	6 - 8 weeks	To be set at Kickoff Meeting
Validate 2	1 - 2 weeks	To be set at Kickoff Meeting
Training - Benefits	<1 week	To be set at Kickoff Meeting
Go-Live meeting	<1 week	Jul 19, 2024

** Please be advised that the above timeframe is to provide a general timeline for delivery and is not a reflection of the total man hours/effort involved for this engagement. For a GovInvest Analyst's customized job matching enhancement, timing will be scoped separately in anticipation of the Kickoff Meeting. Also, Training and Go-Live Meetings may be combined into a single meeting for efficiency at the client's request.*

2.6 Project Management

GovInvest to provide the following project managements services:

- Manage project scope and schedule with Client per this Statement of Work.
- Responsibilities include but are not limited to resource management, status updates, risk management and mitigation strategies.
- Develop and execute change requests as necessary to account for changes in project scope, schedule, and or cost as needed.

2.7 Resources and Skills

Client will provide staff resources to lead implementation work for this project. These resources will participate and be responsible for all required steps associated with implementation of this project. The GovInvest staff member leading the implementation of each platform module will be identified during the project Kickoff meeting with the Client.

The GovInvest resources are responsible for the overall execution of the project, including: Analysis, data collection, configuration, build, test, validation, monitoring progress against schedule, acting as the interface between the broader GovInvest team and Client, and scheduling project meetings.

2.8 Project Location

GovInvest will provide resources for all steps of the project via Microsoft Teams or similar web conferencing service.

2.9 Project Acceptance

On completion of the implementation project, GovInvest will send a Project Acceptance Email indicating completion and requesting client's confirmation of completion. The Project Acceptance email will be sent to the person specified during the project Kickoff meeting if other than the Client's project Sponsor. Client's positive response to the Project Acceptance Email signifies Client's final acceptance of the work and agreement that all Deliverables have been completed in accordance with the SOW. If the Client does

not accept the Deliverables, then Client shall respond via email within fifteen calendar days following the send date of the Project Acceptance Email and state specifically which Deliverables were not Final Accepted and why. A GovInvest representative will follow up within 5 days and work with the Client to address specified shortcomings.

If Client does not respond to the Project Acceptance Email within fifteen calendar days after the date it is sent, Client shall be deemed to have accepted the Deliverables, and consequently, the remainder of the Services, and GovInvest will invoice the Client for the remainder of the price due to GovInvest, if any.

3 Assumptions

The project scope and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work.

1. Minimum lead time for scheduling project kickoff meeting is fifteen (15) business days from our receipt of the signed SOW or fifteen (15) business days from the confirmed start date between GovInvest and Client; whichever date is later. Should you require more aggressive scheduling, please contact GovInvest to determine availability.
2. Client is responsible for providing a resource or resources focused on this project and the extent of the knowledge transfer is dependent upon the availability of these resources. A maximum of two hours of dedicated knowledge transfer at the project's conclusion will be provided unless otherwise noted within this Statement of Work.
3. GovInvest is not responsible for delays caused by systems, personnel, or environmental causes, outside of its control, or in receiving data from Client.
4. Any restrictions or requirements regarding the GovInvest consultants' use of personal equipment must be stated in advance of the commencement of the project.
5. All hardware and/or software and licensing required to perform the above services will be provided by and is the responsibility of Client. All wiring, hardware, and software required to perform the above services are in working order.
6. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.
7. Project activity will be scheduled during the hours of 8:00 AM to 5:00 PM GovInvest Lead local time. Any work performed outside these hours must be previously agreed upon by both parties.
8. All documentation will be delivered within fifteen (15) business days after the completion of the in-scope tasks or phases of the project. A standard document template will be utilized for this service delivery.

4 Client Responsibilities

Both Client and GovInvest are responsible for the successful execution of this engagement. Prior to the start of this SOW, Client will indicate to GovInvest in writing a person to be the point of contact. All project communications will be addressed to such point of contact (the "Client Contact"). The Client Contact is responsible for the following:

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1. Performing a full working backup prior to the commencement of services as GovInvest is not responsible for lost data.
 2. Ensuring all related information and communication regarding this project is done through the Project Manager as expeditiously as possible.
 3. Managing change request communications on behalf of the Client team.
 4. Making the necessary administrative usernames and passwords available to GovInvest if required for the successful completion of project.
 5. Providing detailed and accurate information regarding their current network environment if required for the successful completion of project. This information will include the technical configuration of the domain environment.
 6. Providing the necessary workspace and network access to provide the above services.
 7. Providing access to building(s) and room(s) if required for the successful completion of project.
 8. Obtaining and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
 9. Ensuring that project personnel have reasonable and safe access to the project site and adequate office space, if required.
 10. Providing technical points-of-contact, who have a working knowledge of the enterprise components to be considered during this project ("Technical Contacts"). GovInvest may request that meetings be scheduled with Technical Contacts.
 11. Informing GovInvest of all access issues and security measures and providing access to all necessary hardware and facilities as required.
 12. Having the authority to resolve conflicting requirements.
 13. Helping resolve project issues and ensuring that issues are brought to the attention of the appropriate persons within the GovInvest organization, if required.

Dependent upon the implemented module(s), client will provide certain individual resources for this project effort as determined by the GovInvest Project Lead. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate.

5 GovInvest Responsibilities

GovInvest shall provide the Services and the GovInvest Work Product during the term of this engagement in accordance with this SOW and these terms and conditions.

1. GovInvest will provide all resources, facilities, management, labor, expertise, skills, tools, and equipment necessary for the performance of its obligations under this SOW.
2. Without limiting the foregoing, GovInvest shall:
 - a. keep the Client Contact and Client Participants advised of the progress of the project and the status of the Deliverables;
 - b. permit any designated representative of Client to periodically review the work of GovInvest personnel performing Services and preparing Deliverables;
 - c. perform the Services in a timely manner and provide the Deliverables in accordance with this Statement of Work; and
 - d. keep accurate records of work performed on this Statement of Work, evidence of which GovInvest shall provide to Client upon Client's request.

6 Change Control Process

The "Change Control Process" is that process which shall govern changes to the scope, schedule, or price of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration until Project Go-Live.

Under the Change Control Process, a "Change Request" email will be the vehicle for communicating any desired changes to the Project. It will describe the proposed change; the reason for the change; and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

GovInvest and Client will review the change request. Both parties must agree to the Change Request via email to authorize its implementation.

7 Project Initiation Process

Upon receipt of a signed SOW, planning for the project will commence. A key step in the planning process is the Kickoff Meeting with Client's Team.

In the Kickoff Meeting, the contents of the SOW will be reviewed. This is an opportunity for Client's team(s) involved with the project to understand the Project's goals, tasks, deliverables, and timelines.

Upon completion of the Kickoff Meeting, minutes of the Kickoff Meeting, based on discuss during the meeting, will be distributed to Client. Any changes to the project will be documented in these minutes. If a Change Orders is necessary due to scope-of-work changes discussed during the Kickoff Meeting as compared to the scope of work noted in this document, the Change Orderat process will be initiated after the Kick-off Meeting.

8 Terms and Conditions

This statement of work (SOW) is subject to and governed by the terms of the GovInvest Masters Services Agreement (the "Agreement"). In the event any terms and conditions of this SOW conflict with the Agreement, this SOW will control for the purposes of the Services to be delivered. All terms defined in the Agreement and used herein will have the same meaning as set for in the Agreement.

9 Confidential

The information in this document shall not be duplicated, used, or disclosed in whole or in part outside GovInvest's organization. If a contract is awarded to GovInvest as a result of or in connection with the submission of this document, GovInvest shall have the right to duplicate, use, or disclose the information within its organization to the extent provided by the contract between GovInvest and Client. This restriction does not limit GovInvest's right to use information contained in this document if it is obtained from another source without restriction.

10 SOW Acceptance

The project Terms and Conditions are as outlined in this document. Once fully executed, this document will become the Statement of Work for the Services defined in this document. Client's and GovInvest's signature below authorizes GovInvest to begin the Services described above.

City of New Berlin, WI		GovInvest	
Name		Name	

Title		Title	
Signature		Signature	
Date		Date	
		SOW#	

RESOLUTION NUMBER 2024-09

A RESOLUTION TRANSFERRING FUNDS FROM CONTINGENCY TO THE HUMAN RESOURCES DEPARTMENT BUDGET TO CONTRACT A SALARY STUDY

WHEREAS, the city hasn't done an employee classification and compensation study since 2015 and the organization and compensation environment has changed substantially since then. The goal of the study is to ensure employees are compensated properly. This will help with both the retention of current employees and recruiting for open positions.

WHEREAS, It was determined that \$24,836 as the amount needed to fund the first year of the contract.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of New Berlin that the Capital Projects Fund Budget be reallocated as follows:

TRANSFER FROM

16000000-56120	CONTINGENCY	\$24,836
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TRANSFER TO

15040000-52010	HUMAN RESOURCES – PROFESSIONAL FEES	\$ 24,836
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BE IT FURTHER RESOLVED that the City Clerk is hereby directed to publish this resolution in the Waukesha Freeman within 10 days of adoption by the Common Council.

RESOLUTION ADOPTED by the New Berlin Common Council this 14th day of May 2024.

David Ament, Mayor

Countersigned:

Rubina M Medina, City Clerk