

Statement of Work: Canyon County Idaho- Compensation Study

This Statement of Work (“**SOW**”) is entered into as of August 24, 2026 (the “**SOW Effective Date**” or “**Effective Date**”) by and between Gallagher Benefit Services, Inc. (“**Gallagher**”) and Canyon County Idaho (“**Client**”), pursuant to the terms and conditions of the Consulting Agreement between Gallagher and Client, dated November 1, 2024 (the “**Agreement**”). Capitalized terms used but not otherwise defined in this SOW shall have the same meanings given to them in the Agreement. Upon execution of this SOW by both Parties, this SOW shall incorporate into the Agreement. Except as expressly set forth in this SOW, all terms and conditions of the Agreement remain unchanged and in full force and effect. In the event of a conflict between this SOW and the Agreement, this SOW will control.

1. **Term.** The term of this SOW shall commence on the SOW Effective Date and end on December 31, 2026 (the “**Term**”). This SOW shall only be terminated pursuant to the terms of the Agreement.
2. **Scope of Services.** The Services to be provided by Gallagher under this SOW shall be performed in accordance with the Agreement and shall consist exclusively of the following (the “**Services**”):

Gallagher will conduct a base compensation market survey for up to 100 benchmark jobs.

3. **Roles and Responsibilities.**

- a. **Gallagher Project Team.** In carrying out the Services, Gallagher will assign the following personnel roles to perform Services, subject to change by Gallagher from time-to-time, in Gallagher’s discretion:

Role	Description
Managing Director & Practice Leader	Executive oversight and strategic guidance. Serves as project sponsor.
Senior Consultant / Project Manager	Day-to-day project leadership and primary client point of contact. Serves as project manager. Additional working sessions will be scheduled as needed at key milestones.
Consultant / Client Liaison	Data collection support, analysis, and client coordination.
Project Team Members	Analytical support, job evaluation, market analysis, and documentation.

- b. **Personnel Performance and Escalation.** Should the Client have concerns regarding Gallagher personnel performance, Client may raise such concerns with the Project Manager or Managing Director. Gallagher will work in good faith to address concerns promptly, which may include adjustments to project staffing or escalation to executive leadership, as appropriate.

- c. **Client Responsibilities.** In addition to any other roles and responsibilities specified herein, Client will perform the following tasks and fulfill the following responsibilities (collectively, “**Client Responsibilities**”) in a timely manner. Gallagher will be entitled to rely on all information provided by Client as well as all decisions and approvals made by Client. Client Responsibilities include the accuracy of any assumptions set forth herein:

- i. Client will commit the necessary resources and management involvement to support the Services and perform any agreed upon acceptance procedures in a timely manner.
 - ii. Decisions to be made by Client will be made promptly and without delay.
 - iii. Client will be responsible for its operation and use of the Deliverables (as defined below) and for ensuring that the Deliverables meet Client’s requirements.
 - iv. Client will provide relevant materials set forth in this Agreement and all relevant materials will be accurate and provided timely.
 - v. Client will be responsible for the performance of other contractors or vendors engaged by Client in connection with the Services.

- vi. Client will be responsible for the contractual relationship with third parties hired by Client and for ensuring



- that they cooperate with Gallagher.
- vii. Client will be responsible for determining if and how it will implement any recommendations made by Gallagher.

4. Excused Non-Performance. Client acknowledges that Gallagher's performance is dependent on Client's timely and effective performance of the Client Responsibilities. Gallagher will be excused from failures to perform its obligations under this Agreement to the extent that: (a) Client, its third-party contractors or other agents fail to timely and adequately perform the Client Responsibilities or there is another act or omission of Client, or its third-party contractors or other agents (not undertaken at Gallagher's direction or with Gallagher's consent) (each a "**Client Event**"); and (b) such Client Event contributes to Gallagher's failure to perform.

5. Project Schedule, Milestones, Deliverables, Acceptance, and Invoicing.

Deliverables. The following deliverables (the "**Deliverables**") will be produced by Gallagher, with input from the Client unless otherwise noted. For each milestone identified in the table below, Gallagher will submit the associated deliverables for Client review.

Milestone	Deliverables	Cost
PHASE 1	Strategic Alignment, Project Initiation, & Study Administration	\$5,000
PHASE 2	Compensation, Benchmarking & Market Analysis	\$40,000
PHASE 3	Implementation Strategy, Final Reports, & Sustainability Planning	\$5,000
PHASE 4	Post-Project Support & Optional Ongoing Services	\$0
Total		\$50,000

6. Fees & Expenses.

- a. **Compensation Study.** Project will be billed as fixed fee and the total estimated fee of \$50,000 which includes all professional fees. Travel is not anticipated for this engagement. Should travel be required, all travel will require advance Client approval.
- b. **Payment.**
- Payment Terms.** Client shall pay all invoiced amounts within thirty (30) days of invoice date. Invoices will be submitted on a monthly basis.
 - Late Penalty.** Gallagher reserves the right to charge interest on any past due amounts at a rate of the lesser of one percent (1%) per month or the highest rate allowed by law.
 - Taxes.** The amount of any tax or similar assessment levied or based on Gallagher's charges for the provision of Services is not covered under the fees and will be billed separately in addition to the fee amount.

7. Out of Scope Services.

If Client requests Gallagher perform services, consulting or otherwise, not set forth in the Scope of Services of this SOW (collectively, "**Out-of-Scope Services**"), Gallagher will charge Client for those Services requested on a time and materials basis at Gallagher's then-current prevailing hourly rates or as otherwise agreed by the Parties in writing. Prior to commencement of any work on Out-of-Scope Services, Gallagher will notify Client in writing that Gallagher considers the requested services to be out of scope and, in so notifying, will request preapproval from Client to perform such Out-of-Scope Services.

IN WITNESS WHEREOF, the Parties hereto have caused this SOW to be duly executed as of the Effective Date.

Canyon County Idaho

By: _____
Name: _____
Title: _____
Date: _____

Gallagher Benefit Services, Inc.

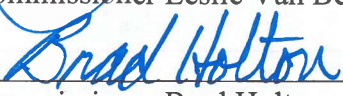
By: _____
Name: Georg Krammer
Title: Managing Director, Public Sector
Date: _____

BOCC SIGNATURE PAGE

DATED this 25th day of August, 2026.

CANYON COUNTY BOARD OF COMMISSIONERS

- ☒ Motion Carried Unanimously
☐ Motion Carried/Split Vote Below
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	☒	_____	_____
 _____ Commissioner Brad Holton	☒	_____	_____
 _____ Commissioner Zach Brooks	☒	_____	_____

ATTEST: JESS URRESTI, CLERK

By: 

Deputy Clerk