

August 29, 2024

Emily Wilde
Director of Human Resources
Weber County
2380 Washington Blvd.
Ogden UT | 84401 USA

RE: Engagement Letter Agreement Related to Services

This letter agreement (the “Engagement Letter” or “Agreement”) is to confirm our understanding of the basis upon which Baker Tilly Advisory Group, LP (“Baker Tilly”) and its affiliates are being engaged by Weber County, UT (the “Client”) to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Agreement, any Engagement Letter, any claims nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by Client without the written consent of Baker Tilly. Baker Tilly may assign and transfer this Agreement and any Letter to any successor that acquires all or substantially all of the business or assets of Baker Tilly by way of merger, consolidation, other business reorganization, or the sale of interests or assets.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,

Dan Hedden
Principal
Public Sector Advisory

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____
Title: _____
Date: _____

Attachment A Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly Advisory Group, LP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms. Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee.

Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

RE: Classification & Compensation Study

DATE: August 29, 2024

This Scope Appendix is attached by reference to the above-named engagement letter (the “Engagement Letter”) between Weber County, UT (the “Client”) and Baker Tilly Advisory Group, LP and relates to services to be provided by Baker Tilly US, LLP.

SCOPE OF WORK

Phase 1

Project initiation and data collection

Baker Tilly will begin by meeting with the Weber County’s project team to establish working relationships, finalize a work plan, and establish a project timeline. Next, Baker Tilly will collect documentation from the Weber County, such as job descriptions, organization charts, pay plans, policy handbook, an employee census file, etc. If desired, Baker Tilly can provide an informational presentation to the Weber County’s employees letting them know about the study.

Phase 2

Title review

Over time, position titles may become inconsistent, inaccurate or even inflated. An appropriate job title should reflect the nature and level of work performed in that job. Baker Tilly will review the Client’s position titles and provide recommendations for adjustments, consolidations and reclassifications, as necessary. Title recommendations may also be made for the purpose of better aligning positions within job families and/or establishing or refining career ladders. This review is intended to establish consistency and cohesion in nomenclature and would not be an appropriate vehicle for addressing organizational restructuring issues.

Standardizing formatting, spelling and use of abbreviations can significantly impact the administration of a classification system. These relatively minor adjustments can lead to easier recruiting and hiring as it takes the guessing out of searching through job postings. Additionally, standardizing job titles can help employees better understand their role within the organization as they come to better understand the adjacent roles they interact with.

Job evaluation

Job evaluation is the process of comparing a job against other jobs within the organization to determine a relative value for each. Baker Tilly has a proprietary point-factor job evaluation system known as SAFE® (Systematic Analysis and Factor Evaluation), which was developed specifically for the evaluation of public sector positions. For each compensable factor, there are multiple levels with a point value for each. The end result of this process is a total score for each position. This is used to determine a hierarchy of jobs relative to internal equity. SAFE is consistent with the federal Equal Pay Act.

The nine compensable factors measured by SAFE include education, experience, level of work, human interaction, physical demands, working conditions, independence of actions, impact on end results, and supervision of others. Baker Tilly will use employee submitted PAQs and/or existing job descriptions to conduct job evaluation. These results will be provided to the Client’s project team for review, if necessary.

Phase 3

Market assessment

Peer organizations: Baker Tilly will work with the Client to establish a list of comparable peer organizations to include in the study. Generally, these organizations will be similar in size, and services provided, and have similar jobs. These organizations are often those you lose employees to or gain them from; however, it may be necessary to consider public peer organizations similar in size and services but that are outside the immediate geographic area. Early in the process, we like to collect feedback from

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department heads about what organizations they recommend included. This list often serves as our starting point for establishing an approved list of peers to move forward with.

Private sector companies rarely respond to market survey requests. Therefore, to represent the private sector in the data set, we utilize pay data contained in the following survey sources:

- Comp Analyst
- Bureau of Labor Statistics
- Economic Research Institute (ERI)

To maintain a competitive price for the project, we have assumed the custom market survey will be distributed to 20 to 25 public peer organizations. Data from three to four published sources will be included as a private sector representative.

Benchmark positions: We understand that this project includes approximately 130 job classification titles and intend to include all 130 titles in the market study.

Data analysis: In distributing the custom market study, Baker Tilly will request base pay ranges for analogous positions. The survey will include a minimum qualification and a summary of work performed by each position to assist peers in matching their positions. Baker Tilly will review and validate survey responses to confirm a 75% overlap in duties and responsibilities, as this is the best practice definition of a “good” match. Adjustments may be applied to establish consistency in market comparison, those include:

- Adjustments for differences in workweek hours
- Aging the data if it’s not for the current fiscal year
- Geographic cost of labor adjustments

Market Reports: Baker Tilly will deliver three market reports:

1. an aggregate of the average minimum, midpoint and maximum for each benchmark.
2. a comparison of the Client’s current midpoints against the market average midpoint. Additional market scenarios demonstrating above and below the market will also be prepared to allow the Client to select its desired position within the marketplace.
3. a comparison of the Client’s full range to the full market range.

Phase 4

Pay plan development

Baker Tilly will facilitate discussions with the Client’s project team regarding pay plan design preferences and an approach for classifying positions to the pay plan. Depending on the size of the organization and/or the diversity of jobs, Baker Tilly may recommend multiple pay structures to assist the Client in achieving its compensation philosophy and business needs. To maintain a competitive price for the project, we have assumed the development of up to 3 pay structures for this study.

Once pay structures are established, positions will be classified to pay grades with consideration to internal and external results. More specifically, total scores from the SAFE job evaluation process and market average midpoints will be used in part or in whole to assign positions to grades. Some States have legislation that requires using one methodology over the other. Either way, Baker Tilly will prepare a regression analysis to test the relationship between the two data sets and assist in identifying outliers.

Baker Tilly will review the preliminary grade assignments with the Client’s project team and may recommend an additional group review with the Client’s Department Heads to collect feedback

Implementation and costing analysis

Up to this point, the study has focused on the value of the position. Once the grade assignments are finalized, Baker Tilly will estimate the cost for the Client to implement the new classification and

compensation plan. This includes establishing rules for placing employees in their new pay ranges. Baker Tilly will prepare the following three scenarios for the Client's consideration:

- Moving employees to the minimum if their current salary is below the minimum
- Organization-wide percentage increase
- Adjustment for years in position to assist with pay compression.

Phase 5

Project completion and communication

A final report will be prepared to explain the methodology followed, the results produced and recommendations to the Client based on those results. More specifically, the report will document position title recommendations, market survey results (average minimum, midpoint and maximums), proposed pay structure(s), recommended grade assignments and implementation costing calculations for each scenario. This report will not document or publish employee-specific information.

Our methodology is based on best practices outlined by World at Work and the Society for Human Resources Management (SHRM). We will proudly stand behind your study's results through implementation, including a presentation to the County.

The County has made an important commitment to its staff by taking steps to undergo a wage, benefits and classification analysis such as this one. Therefore, Baker Tilly highly recommends presenting the study's results to employees so that they can understand what information was considered and what information was NOT considered and ask any questions they may have about the process and its results.

Finally, Baker Tilly will train the County's human resources staff, who will be responsible for administering and maintaining the new classification and compensation system in the future. Instruction manuals pertaining to the SAFE job evaluation system will also be provided.

Additional or Add-On Services / Deliverables

FLSA Analysis

Baker Tilly will conduct a review of Fair Labor Standard Act (FLSA) designation to assist the Client with the application of exempt and nonexempt status. Our review will be based on existing documentation describing each position as well as new documentation (PAQs) to ensure a complete picture of the work performed is taken into consideration. If our recommendations depart from the existing exempt/nonexempt status, we will provide a rationale for our recommendation as it applies to the Department of Labor guidance for exemption tests.

Please note that Baker Tilly's recommendations on FLSA regulations are based on our staff's nonlegal interpretation of the Department of Labor guidance. We recommend that clients obtain separate legal reviews of all positions regarding FLSA decisions.

Benefits and Pay Practices Comparison

In addition to base pay, Baker Tilly's custom market survey will collect data on peer pay plans, pay policies and practices, health insurance, retirement and paid time off, and other supplemental benefits and pay differentials provided. Benefits results will be compiled and compared to your organization's fringe benefit offerings and will be included in the final report.

Pay policy recommendations

Changes to your classification and compensation system may impact existing pay policies and practices. Therefore, Baker Tilly will work with the Client's project team to identify impacted policies and make recommendations for adjustments. These may include the following scenarios:

- Compensation Philosophy. What does the Client believe about how its employees should be compensated? We will help you define and articulate the Client's philosophy through pay policies.

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- Pay administration. How will the classification and compensation plan be administered and maintained?
- Pay progression: How employees will move through their pay ranges?
- Pay structure adjustment: How and when will adjustments be made to the pay structure?
- Hiring, promotion, reclassification. Establishing guidelines for which employees can be paid above the starting minimum, if standard % increases will be provided for internal promotions, as well as reclassifications.
- Supplemental pay. Pay for special skills or competencies greater than the minimum requirements, shift differentials, on-call or call-back pay, etc.

DELIVERABLES

- Excel report of job evaluation designations and title recommendations
- PDF report of the aggregate market results.
- PDF report comparing existing midpoints to the market average midpoint.
- PDF report comparing exiting pay range to market pay range
- PDF report and excel document of pay plan with grade assignments
- PDF report and excel document of implementation scenarios and results.
- PDF of Final report
- Excel of pay plan and grade assignments to be used for maintenance.
- Excel report of FLSA recommendations (Additional)
- PDF report comparing existing benefits offerings to market offerings (Additional)
- PDF report Word documentation of pay policy and pay practices recommendations (Additional)

PROJECT TEAM

- | | |
|-----------------------------|-------------------------------------|
| • Jada Kent, Director | • Janet Jackson, Consultant |
| • Jennifer Curtis, Director | • Nic Monteagudo Cahala, Consultant |
| • Sarah Towne, Manager | • Thomas Patton, Consultant |
| • Jay Borcena, Consultant | • Valerie Sauer, Consultant |
| • Marti Gregory, Consultant | |

CLIENT RESPONSIBILITIES

Project team. Baker Tilly will work closely with the client's project team and recommends establishing 15-to-30-minute standing bi-weekly meetings for the duration of the project. It may be necessary and/or beneficial to include the client's supervisors in a review of preliminary grade assignments. Therefore, we ask that the clients project teamwork with us to facilitate the scheduling of meetings with necessary stakeholders and decision makers to aid in the successful completion of the study.

Data collection. Baker Tilly will prepare a detailed data request outlining what is necessary to perform these services. Data will be requested in a format compatible with Baker Tilly's computer system and project tools (Microsoft Excel and Word). Baker Tilly will examine the data for missing information and consistency upon receipt.

Salary and benefits data. Baker Tilly's ability to provide fair and defensible recommendations about pay and benefits is contingent upon the availability of that data. Baker Tilly may request the client's project team or leadership to contribute to outreach efforts to collect necessary data from public peer organizations and keep the project on schedule.

Review of and feedback on preliminary results. Baker Tilly encourages clients to be involved in significant decisions about preliminary results that will drive the study's final results. However, we understand that your commitment to providing uninterrupted support and services to the community must come first and that the client's project team may not be as available as expected to review and approve

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information when provided. Baker Tilly is familiar with the ebb and flow of local government operations and will be flexible in coordinating with the client to keep the project on track as much as possible.

NONATTEST SERVICES

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

ANTICIPATED SCHEDULE

Baker Tilly is prepared to initiate your compensation study within two weeks of receiving the official notice to proceed. We may recommend standing meetings with the client’s project team to keep the project on track.

** Please note that there are factors impacting the project schedule that are beyond the consulting team’s control, such as holidays that impact office closures; HR operations that take up significant resources such as benefit enrollment, payroll, and budget cycles; as well as client availability to review results and approve the direction of the project. Baker Tilly will promptly advise the County if any factors impact the project timeline.*

Anticipated project timeline in months: Updated as of 08/29/24

PROJECT PHASE	DURATION	TIMING
Phase 1 – Project initiation	~ 4 - 5 weeks	September – October 2024
Phase 2 – Position Review	~ 6 weeks	October – December 2024
Phase 2 – Market assessment	~ 6 weeks	October – December 2024
Phase 3 – Pay plan development	~ 5 weeks	January – February 2025
Phase 4 – Project completion	~ 4 weeks	February – March 2025

COMPENSATION AND INVOICING

Baker Tilly will perform the tasks as described in this proposal for the County, for a fixed professional fee of \$98,200. This fee is based upon conducting a comprehensive classification and compensation review of approximately 130 positions. Out-of-pocket expenses for travel to onsite meetings are priced separately and are upon client approval.

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COSTING BREAKDOWN	PRICE
Project initiation. Planning meetings with the Client's project team, data requests and project setup.	\$6,600
Position review. Utilizing existing job descriptions to conduct preliminary job evaluation of all positions and review and finalize job evaluation designations with the County's project team.	\$6,700
Market assessment. Custom market survey distributed to 25 public peer organizations requesting base pay information on 130 general positions and 8 sworn positions. Published data from the Comp Analyst, Pay Factors and Economic Research Institute will also be included where possible.	\$41,200
Pay plan development. Development of new pay plans and position grade assignments with consideration of internal and external information verified through regression analysis. Review of grade assignments with the Client's project team and/or leadership group. Implementation costing analysis across 3 scenarios.	\$21,200
Project completion. Final report and presentation of results to elected officials, senior leadership, employees or designated staff. Delivery of all project documentation and training with HR staff to maintain the new system.	\$4,200
Project management.	\$3,800
Benefits comparison. Includes a collection of pay plan, pay policies, paid time off, health insurance, retirement, and other pay and benefits program information from public peer organizations to compare against the Client's offerings.	\$7,400
Comprehensive FLSA analysis of all 138 positions.	\$1,800
Pay policy review and recommendations.	\$5,300
TOTAL	\$98,200

Invoicing. Baker Tilly will invoice the Client based on the outlined milestones in the cost breakdown. Partial phase billing may occur if duration of a phase exceeds 90 days.

Out of Pocket Expenses. Should the County desire in-person meetings or presentations, Baker Tilly will charge Weber County at cost for direct out-of-pocket travel expenses. Expenses for up to three onsite visits, as desired, will not exceed \$8,000.

Additional Work. Should the Client request and authorize additional work, we would invoice the Client at our standard hourly rates unless an agreed-upon fee was established.

STANDARD HOURLY RATES	
Staff level	Hourly rate
Principal, partner, managing director	\$575
Director	\$475
Senior manager	\$340

**SCOPE APPENDIX to
Engagement Letter dated: August 29, 2024
Between Weber County, UT and
Baker Tilly Advisory Group, LP**

Manager	\$295
Senior associate	\$230
Associate	\$185

Additional work would include work outside the agreed scope of services, including, but are not limited to:

- Additional peer organizations
- Additional benchmark positions
- Additional pay structures
- Additional implementation scenarios
- Additional job audits
- Additional on-site meetings
- Additional reports
- Work related to a special request

CONFLICTS OF INTEREST

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix. Baker Tilly does not know there to be any conflict of interest in providing this service to the Client.

TERMINATION

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

Dan Hedden
Principal
Public Sector Advisory

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____