

NW DATA EXCHANGE-Corporate Compensation Data License Agreement

This License Agreement (this "Agreement") is made effective as of the 1st day of October, 2023 (the "Effective Date") between AmeriBen¹, an Idaho corporation, doing business as "NW Data Exchange" ("Licensor" "NWDE") and Kootenai County ("Licensee").

RECITALS

A. The Licensee desires to obtain access to and use of the expertise and information compiled, analyzed and provided by Licensor.

B. The parties recognize that the information provided by Licensor is the result of the unique and exclusive efforts of Licensor and that said information has value because it is not available to the general public and therefore the confidentiality of said information is critical to maintaining that value.

C. The parties desire to maintain the confidentiality of the information provided by Licensor to Licensee.

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the parties agree as follows:

1. Content of Licensed Data Provided.

The materials that are the subject of this Agreement to be compiled and provided by Licensor to Licensee shall consist of the following items (referred to as the "Licensed Materials", set forth in "Appendix A" which is attached and incorporated by reference) as selected by Licensee from the Subscription Package set forth in "Appendix B" which is attached and incorporated by reference. Licensee shall select (1) a Data Package, and (2) a Region. In all reports, the organization names will be coded for confidentiality purposes, but the organization type (city, county, non-profit, etc.) and the region will be displayed.

2. Authorized Use of Licensed Materials/Confidentiality

(a) Licensed Materials are confidential and provided to Licensee on an exclusive basis. Licensee agrees to not copy, disclose, or distribute any Licensed Materials to any other person or entity, without the prior written permission from Licensor, unless disclosure is required by the Idaho Public Records Law (especially Idaho Code 74-107(1)).

(b) Licensee shall not modify or create a derivative work from the Licensed Materials without the prior written permission of Licensor. Other than as specifically permitted in this Agreement, Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form.

¹ As used in this Agreement, the term "AmeriBen" or "Licensor" shall mean IEC Group d/b/a AmeriBen and its parents, subsidiaries, predecessors, successors, assigns and affiliated companies/entities.

3. **Exempt from Disclosure.**

Licensee recognizes and agrees that the Licensed Materials provided under this License Agreement are comprised of trade secrets and therefore are exempt from disclosure under the Idaho Public Records Law pursuant to Idaho Code. Licensee further accepts that the materials, information, and analysis provided to Licensee under this Agreement have independent economic value because it is not generally known and is not readily ascertainable by other persons or entities who could obtain economic value from the disclosure and/or use of said materials, information, and analysis. Licensee agrees that Licensor's efforts to maintain the confidentiality of the Licensed Materials provided under this Agreement are reasonable under the circumstances and will assist Licensor in maintaining the desired confidentiality. Therefore, Licensee agrees that although the Licensed Materials may constitute a "public record" as defined in Idaho Code, the Licensed Materials provided by Licensor are likely exempt from disclosure. These Authorized Use/Confidentiality provisions of this Agreement shall survive the termination of this Agreement.

4. **Licensee Performance Obligations.**

(a) Licensee agrees to submit to Licensor payroll and benefit data in October/November of each year.

(b) All data provided by Licensee to Licensor must be in the Northwest Data Exchange requested Spreadsheet format.

(c) Licensee shall use reasonable efforts to protect the Licensed Materials from any use that is not permitted under this Agreement. In the event of any unauthorized use of the Licensed Materials by an Authorized User, Licensor may terminate such Authorized User's access to the Licensed Materials and terminate this Agreement.

5. **Mutual Performance Obligations.**

Licensor and Licensee agree to maintain the confidentiality of any data provided from or to NW Data Exchange in performance of this Agreement, as set forth in Paragraph 2(b).

6. **Term.**

This Agreement shall continue in effect each year based on a verbal renewal request after the first year, until either party terminates this Agreement for any reason upon giving sixty (60) days advance written notice.

7. **Disclaimer Notice.**

Notwithstanding anything else in this Agreement, Licensor shall not be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials. Licensor makes no representation or warranty and expressly disclaims any warranty or liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity,

privacy, trademark rights, moral rights, or the disclosure of confidential information. The Licensed Materials are provided on an “as is” basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose.

8. Assignment and Transfer.

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

9. Governing Law.

This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of Idaho without giving effect to any choice or conflict of law provision or rule (whether of the State of Idaho or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Idaho. Subject to the provisions of Paragraph 11. concerning Dispute Resolution below, the venue for any litigation shall be exclusively in Ada County, Idaho.

10. Dispute Resolution.

(a) In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible by mediation and the parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. Any controversies or disputes arising out of or relating to this Agreement that are not resolved by mediation shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator who shall serve as the sole arbitrator for the matter. The arbitration shall take place in Ada County, Idaho.

(b) All documents, materials, and information in the possession of each party that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other party for review and copying no later than thirty (30) days after the notice of arbitration. The arbitrator shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement or to award punitive damages.

(c) The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

(d) The prevailing party shall be entitled to reimbursement of its attorney's fees incurred in the arbitration.

11. Force Majeure.

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

12. Entire Agreement.

This Agreement contains the entire understanding and agreement concerning the licensing of Licensed Materials between the parties. No other representations, promises, or agreements, oral or written concerning the terms of this Agreement, not herein contained, shall be of any force and effect. This Agreement supersedes, and cannot be varied, contradicted, or supplemented by evidence of any prior or contemporaneous discussions, correspondence, or oral or written agreements of any kind. Any modification or waiver of any term of this Agreement, including a modification or waiver of this term, must be in writing and signed by the party to be bound by such modification or waiver.

13. Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

14. Captions.

Headings of sections of this Agreement are for the convenience of reference only, are not intended to define, limit, or describe the scope or intent of any provision of this Agreement, and shall not affect the construction of any provision of this Agreement.

15. Waiver of Contractual Right.

Waiver of any provision shall not be deemed a waiver of any other provision, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement

16. Severability.

If any one or more of the provisions or parts of a provision contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision or part of a provision of this Agreement. This Agreement shall instead be reformed and construed as if such invalid, illegal, or unenforceable provision or part of a provision had never been contained and such provisions or part of any provision shall be reformed so that it would be valid, legal and enforceable to the maximum extent permitted by law.

17. Notices.

All notices given pursuant to this Agreement shall be in writing and may be hand delivered or shall be deemed received within three days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

AmeriBen
Attention: Brenda Blitman
P.O. Box 7186
Boise, ID 83707

Licensee: Kootenai County
Attention: Sylvia Proud

Address: PO Box 9000
Coeur d'Alene, ID 83816

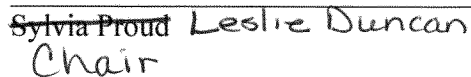
18. No Construction Against Either Party.

In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The parties intend that representations, warranties and covenants contained shall have independent significance. If any party has breached any representation, warranty or covenant contained in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) that the party has not breached shall not detract from or mitigate the fact the party is in breach of the first representation, warranty or covenant.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of date noted below.

AMERIBEN

Kootenai County



Sylvia Proud Leslie Duncan
Chair

Brenda Blitman
Human Resources Consulting Manager

Sylvia Proud Leslie Duncan
Chair

Date: 10/3/2023

Date: _____

Appendix A

Licensed Materials

The Licensed Materials and information to be provided by Licensor referenced below are confidential and constitute trade secrets that are exempt from disclosure under Idaho Code. These Licensed Materials are a compilation of information and analysis prepared by Licensor and shall not be disclosed by Licensee without the express written permission of Licensor, unless required to be disclosed pursuant to the Idaho Public Records Law, especially Idaho Code 74-107(1). Licensee's execution of this Agreement constitutes Licensee's acknowledgement of and agreement to the confidential nature of the Licensed Materials.

1. Annual Report - This report consists of a compilation of system-wide data for matching positions. Reported data will include average hourly rate, salary range minimum, and salary range maximum by organization; all reported data will be included in a simple average for each job that has matches in the NWDE. The annual report also includes a compilation of benefit data. Benefit Data collected will include vacation time accrued monthly at five (5), ten (10) and fifteen (15) years of employment; sick leave hours granted per month, retirement contributions, and the premium amount paid by the employer and employee, for health, dental, and vision insurance.
2. Customized Report - This report includes detailed data comparisons for matching positions that you select from NWDE participants, plus one (1) additional employer that you choose outside the NWDE participants who are included in the annual report. Reported data for each of your jobs will include the average hourly rate, and salary range minimum and maximum by organization, and averaged to compare the same data for your organization, resulting in a market ratio (a percentage amount that shows how your pay rate for each job compares with the surveyed jobs, above or below market rates). This report will include a summary page that lists each of your jobs and shows the survey data in condensed format with an overall market ratio for your organization. The customized report will also provide a "range analysis" showing how your salary ranges, by job, compare to the survey data ranges for matching jobs. You can choose to enhance your custom report for an additional fee.
3. Online Access - Subscribers can have two (2) users with access to the online database to research pay and benefits data at your convenience.

Appendix B

2022-2023 Annual Subscription Fee

Subscription

One (1) Annual Report with system-wide data.

One (1) Customized report for your identified market comparable from the NWDE database. The report includes detailed data by position for your job matches, summary survey results, market-ratio analysis, benefit data comparison and total compensation analysis.

Online access to the data for your convenience.

Three (3) hours of compensation consulting time with AmeriBen HRC.

Two thousand five hundred dollars (\$2,500) Annual Subscription.

One-Time Set Up Fee based on size of workforce:

100 FTE's or less = \$600

101 - 299 FTE's = \$1,000

•300 - 999 FTE's = \$1,500

•1000 + FTE's = \$2,000

Compensation Consulting Services - AmeriBen HRC includes three (3) hours of compensation consulting time to meet your needs. This may include, but is not limited to, advice and counsel on updating your salary schedule, additional compensation analysis, obtaining additional market data from employers not participating in the NWDE, or similar compensation related consultation. Requested hours over three (3) will be billed at AmeriBen HRC's current hourly rate.



"Changing lives by developing great leaders in family, business, community, and the world."

As required by Idaho Code Section 67-2359

Certificate Prohibiting Contracts with China

The undersigned do hereby certify that IEC Group, Inc. dba AmeriBen is not currently owned or operated by the government of China and will not for the next 24 months (which includes the duration of the underlying contract with AmeriBen) be owned or operated by the government of China, and that this written certification is incorporated into contract to comply with all the requirements of Idaho Code 67-2359:

IEC Group, Inc dba AmeriBen

Diane Duffy

Diane Duffy, Chief Operating Officer

10/24/2023

Date