

BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AGREEMENT WITH THE APPLIED INFORMATION  
MANAGEMENT INSTITUTE, ("THE AIM INSTITUTE") FOR AN UNLIMITED JOB POSTINGS  
SUBSCRIPTION ON OMAHA.CAREERLINK.COM.

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County of Sarpy desires to renew its agreement with The Aim Institute for an unlimited job postings subscription on omaha.careerlink.com, as outlined in the agreement attached hereto as Exhibit A; and,

WHEREAS, said attached agreement is for unique, non-competitive and professional services and is in the best interests of the citizens of Sarpy County; and,

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the agreement with The Aim Institute, a copy of which is attached.

BE IT FURTHER RESOLVED that Linda Welles, Personnel Senior Administrator, is hereby authorized to sign on behalf of this Board the agreement with The Aim Institute, a copy of which is attached, and any other related documents, the same being approved by the Board.

DATED this 29<sup>th</sup> day of June, 2010.

Moved by Rusty Heke, seconded by Pat Thomas, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

Rusty Heke  
Tom Jones  
Patrick J. Thomas

none

Tom Richards  
Rich Jansen

ABSTAIN:

none



Debra J. Houghtaling  
County Clerk

Approved as to form:

\_\_\_\_\_  
Deputy County Attorney



AIM Institute  
1905 Harney Street, Suite 700  
Omaha, NE 68102-2367  
Phone: (877) 345-5025  
Fax: (402) 345-5028  
angela@omaha.careerlink.com

### Unlimited Job Postings Subscription Agreement

This Agreement is between Sarpy County, ("Client"), and The Applied Information Management Institute, ("The AIM Institute"). This Subscription Agreement ("Agreement") is effective upon acceptance below. By accepting below you acknowledge you have read this Agreement and agree to its terms and conditions.

Omaha.careerlink.com is part of a network of Web sites maintained and licensed by The AIM Institute as a vehicle for companies to post job openings and for candidates to find employment. The Client is responsible for posting job openings on omaha.careerlink.com. The Client shall use the omaha.careerlink.com web site in compliance with the Site Use Policy.

The fee for the initial 12 month term of the Agreement is Three Thousand Nine Hundred Ninety-Five Dollars And No Cents (\$3,995.00). Except as otherwise indicated, this fee is exclusive of any applicable sales tax and is nonrefundable. This fee is due upon acceptance of this Agreement or due upon receipt of The AIM Institute invoice if Client is approved for credit by The AIM Institute. Installment payment plans may be available.

This Agreement is subject to the following restriction(s):

- Available for qualified businesses and organizations with up to 500 employees.
- Not available to Staffing firms.

The AIM Institute reserves the right to adjust automatically the Client's Subscription level if the Client does not meet the eligibility for the service level for which the Client originally subscribed.

For this amount, and upon acceptance of the Agreement, The AIM Institute will provide the following benefits during the term of the Agreement:

#### Product Description:

Omaha.careerlink.com Up to 500 Employees Unlimited Job Postings 12 Month Subscription Service.

Features Include:

- Job posting capability.
- Full color logo image, Client profile page and active link to Client's corporate website.
- Applicant tracking system.
- Activity metrics reporting tool.
- A view job postings page specific to Client.
- Custom position library.
- Eligible to purchase additional options.

Product Pricing:

qty each per 12 month

Subscription Service: 1 \$ 5,145.00 \$ 5,145.00

Custom discount on base subscription service: \$ (1,150.00)

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Price: \$ 3,995.00

In the event that the Client elects to receive additional options offered by The AIM Institute, the Client shall pay the then current prices for such services.

The AIM Institute reserves the right to refuse to certain businesses a omaha.careerlink.com subscription and database access.

Subscriber Representation:

By subscribing to omaha.careerlink.com's on-line recruiting services, subscriber hereby represents and warrants to omaha.careerlink.com that the hiring practices and selection methods utilized by subscriber including, without limitation, its job applications, job descriptions, preemployment interviews, preemployment testing and background checks, are all in compliance with applicable federal, state and local laws, and subscriber hereby agrees to indemnify and hold omaha.careerlink.com, its subsidiaries and affiliates, harmless from any and all liability arising from subscriber's hiring practices.

Client hereby agrees to:

- Grant The AIM Institute permission to retrieve a copy of the Client's description and information from the Client's corporate web site for use on the omaha.careerlink.com site and publications.
- Grant The AIM Institute permission to retrieve a digital copy of Client's logo from Client's corporate web site for use in The AIM Institute's sites and publications during the term of this Agreement.

At the end of the initial term of this Agreement, this Agreement will be automatically renewed for additional 12 month terms unless the Client provides The AIM Institute written notice of non renewal at least 15 days prior to subscription renewal date. Following the initial term, the Client shall pay the then current prices for such services.

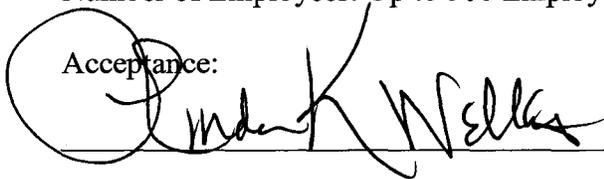
After thirty (30) days of non-payment from The AIM Institute invoice date, services may be discontinued by The AIM Institute in its sole discretion.

This Agreement #201004230908, prepared on June 17, 2010, shall be accepted on or before June 30, 2010, or it shall be subject to expiration. Upon acceptance by Linda Welles for Sarpy County and approval by a representative for The AIM Institute on or before June 30, 2010, this Agreement #201004230908 shall become effective immediately on that date, and continue in effect for the full 12 month term.

This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and negotiations, whether written or oral. This Agreement shall be binding upon the parties hereto, their successors and permitted assigns, and shall be governed by the laws of the State of Nebraska without regard to its conflicts of laws principles. Each party expressly consents to the jurisdiction of the federal, state and local courts of Douglas County, Nebraska, to govern all disputes arising out of this Agreement. This Agreement may not be modified except by a written instrument executed by all of the parties hereto.

Client: Sarpy County  
Client Contact Name: Linda Welles  
Client Contact Title: Personnel Administrator  
Client Contact Address: 1308 Gold Coast Road Ste 200  
Client Contact City/St/Zip: Papillion NE 68046  
Client Contact Phone: 402-593-4487  
Client Contact Fax: 402-593-5781  
Client Contact Email: lwelles@sarpy.com  
Client Web Site: www.sarpy.com  
Number of Employees: Up to 500 Employees

Acceptance:



Date: 6-30-10

## Sarpy County Personnel Department

1308 Gold Coast Road  
Suite 200  
Papillion, NE 68046-3019

Phone: 402-593-4485  
Phone: 402-593-4487  
Fax: 402-593-5781  
Website: [www.sarpy.com](http://www.sarpy.com)



June 25, 2010

TO: Sarpy County Board of Commissioners  
FR: Linda Welles, Personnel  
RE: 2009-2010 Budget Request – Sarpy County Personnel

Personnel is requesting that we enter into an agreement with AIM Institute, the company that administers Careerlink.com. Careerlink is the foremost internet job posting site for Omaha and the surrounding areas.

Last fiscal year Personnel budgeted \$12,000 for job advertisements. By entering into the attached agreement, we will now have unlimited on-line postings at a cost of \$3,995.00, which will reduce our total job advertisement budget line item to \$8,000.00. We will still use printed job advertisements when necessary, but the number of print advertisements will be substantially reduced.

As always, please contact me if you have any questions.

Sincerely,

Linda K. Welles: Administrator  
Personnel Department  
402/593-4487  
[lwelles@sarpy.com](mailto:lwelles@sarpy.com)

cc: Mark Wayne  
Brian Hanson  
Scott Bovick