

**BOARD OF COUNTY COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING AGREEMENT WITH THE APPLIED INFORMATION**  
**MANAGEMENT INSTITUTE, ("THE AIM INSTITUTE") FOR AN UNLIMITED JOB**  
**POSTING 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 of Omaha.careerlink.com, as outlined in the Agreement and Terms attached hereto; and,

WHEREAS, said attached Agreement and Terms are for unique, non-competitive and professional services and are in the best interests of the citizens of Sarpy County.

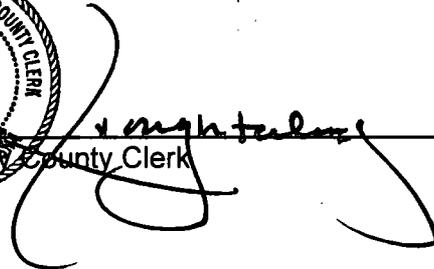
NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the Agreement and Terms with The Aim Institute, copies of which are attached.

BE IT FURTHER RESOLVED THAT Karen Buche, Human Resources Director is hereby authorized to sign on behalf of the Board the Agreement and Terms with The Aim Institute, copies of which are attached, and any other related documents, the same being approved by the Board.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 12<sup>th</sup> day of June, 2012.

  
 \_\_\_\_\_  
 Chairman, Sarpy County Board



  
 \_\_\_\_\_  
 County Clerk



# Quote

## AIM Institute

1905 Harney Street  
Suite 700  
Omaha NE 68102  
US  
402-345-5025  
www.aiminstitute.org

Date 5/2/2012  
Quote # 218  
Sales Contact Harding, Allen  
Sales Contact Phone  
AutoRenewal Date 6/15/2012

Quote Expiration 6/14/2012

System Access From/To Dates  
6/15/2012  
6/14/2015

### Bill To

Sarpy County  
1308 Gold Coast Road Ste 200  
Papillion NE 68046

<http://careerlink.com/terms>

### Careerlink Agreement

AIM Institute  
Careerlink Subscription Agreement – Terms for Quote

This Quote, along with the complete terms and conditions of the Careerlink Subscription Agreement (the "Complete Terms") at <http://careerlink.com/terms> (collectively, the "Agreement"), is between Applied Information Management Institute, Inc. ("AIM") and the client who electronically signs this Quote ("Client"). By signing this Quote, Client acknowledges that it has read and agrees to be bound by the entire Agreement, including the Complete Terms. The individual signing this Quote warrants that he or she is authorized to do so on Client's behalf.

AIM's sole obligation under the Agreement is to provide Client access to careerlink.com and any other services and features elected by Client pursuant to the Complete Terms.

The initial term of the Agreement begins upon Client's signature of this Quote and shall continue for the duration listed in this Quote. At the end of any term, the Agreement will automatically renew for an additional term unless Client provides AIM written notice of nonrenewal at least fifteen (15) days prior to the last day of the then-current term. The nonrefundable fee for the Initial Term is listed in this Quote. Additional payment terms are provided in the Complete Terms.

Client shall indemnify AIM and related parties for costs and damages arising out of certain third-party claims as set forth in the Complete Terms.

AIM makes no warranties under the Agreement, express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose. AIM's aggregate liability to Client under the Agreement is limited as described in the Complete Terms.

The Agreement shall be governed by the laws of Nebraska, including applicable provisions of the Uniform Electronic Transactions Act as adopted by Nebraska.

The Complete Terms shall control in the event of a conflict with the terms of this Quote

Item	Quantity	Description	Rate	Amount
Careerlink.com Annual Subscription	3	Careerlink 12 Month Subscription	5,402.00	16,206.00
One Time Discount		Account to billed annually - part of a 3 year agreement Subscription Discount	-4,221.00	-4,221.00

**Total** \$11,985.00



JOB SEEKER    EMPLOYER    STUDENT    EDUCATOR    ENTREPRENEUR    LOGIN...    SIGN-UP...

## Site Use Policy

### Site Use Policy

Questions or Comments 

This page states the "Terms and Conditions" under which you may use Careerlink.com. Please read this page carefully. If you do not accept the Terms and Conditions stated here, do not use this web site and service. By using this web site, you are indicating your acceptance to be bound by the terms of these Terms and Conditions. The AIM Institute, herein (the "Company") may revise these Terms and Conditions at any time by updating this posting. You should visit this page periodically to review the Terms and Conditions, because they are binding on you. The terms "You" and "User" as used herein refer to all individuals and/or entities accessing this web site for any reason.

#### Applicant Disclaimer

Careerlink.com expects all of its subscribers to comply with applicable laws in conjunction with their recruiting practices. However, by utilizing Careerlink.com's on-line recruiting services, candidate hereby acknowledges and agrees that Careerlink.com is not affiliated with its subscribers' businesses, has no involvement in the hiring processes of its subscribers and makes no representations or warranties of any kind, express or implied, regarding the hiring practices of its subscribers. Candidate specifically waives any claims against Careerlink.com with respect to its subscribers' hiring practices.

#### Use of Material

The Company authorizes you to view and download a single copy of the material on Careerlink.com (the "Web Site") solely for your personal, noncommercial use.

The contents of this Web Site, such as text, graphics, images, logos, button icons, software and other "Material", are protected under both United States and foreign copyright, trademark and other laws. All Material is the property of the Company or its content suppliers or clients. The compilation (meaning the collection, arrangement and assembly) of all content on this Web Site is the exclusive property of the Company and protected by U.S. and international copyright laws. Unauthorized use of the Material may violate copyright, trademark, and other laws. You must retain all copyright, trademark, service-mark and other proprietary notices contained in the original Material on any copy you make of the Material. You may not sell or modify the Material or reproduce, display, publicly perform, distribute, or otherwise use the Material in any way for any public or commercial purpose. The use of the Material on any other web site or in a networked computer environment for any purpose is prohibited.

You shall not copy or adapt the HTML code that the Company creates to generate its pages. It is also protected by the Company's copyright.

#### Acceptable Site Use

**General Rules:** Users may not use the Web Site in order to transmit, distribute, store or destroy material (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicly or other personal rights of others, or (c) that is defamatory, obscene, threatening, abusive or hateful.

**Web Site Security Rules.** Users are prohibited from violating or attempting to violate the security of the Web Site, including, without limitation, (a) accessing data not intended for such user or logging into a server or account which the user is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Web Site, overloading, "flooding", "spamming", "mailbombing" or "crashing", (d) sending unsolicited e-mail, including promotions and/or advertising of products or services, or (e) forging any TCP/IP packet header or any part of the header information in any e-mail posting. Violations of system or network security may result in civil or criminal liability. The Company will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

#### Specific Prohibited Uses

The Web Site may be used only for lawful purposes by individuals seeking employment and career information and employers seeking employees. The Company specifically prohibits any use of the Web Site, and all users agree not to use the Web Site, for any of the following: Posting any incomplete, false or inaccurate biographical information or information which is not your own accurate resume (living individual seeking employment on a full-time or part-time basis on his or her own behalf).

Posting any franchise, pyramid scheme, "club membership", distributorship or sales representative agency arrangement or other business opportunity which requires an up front or periodic payment, pays commissions only (no significant salary), requires recruitment of other members, sub-distributors or sub-agents.

Deleting or revising any material posted by any other person or entity.

Using any device, software or routine to interfere or attempt to interfere with the proper working of this Web Site or any activity being conducted on this site.

Taking any action which imposes an unreasonable or disproportionately large load on this Web Site's infrastructure.

If you have a password allowing access to a non-public area of this Web Site, disclosing to or sharing your password with any third parties or using your password for any unauthorized purpose.

Notwithstanding anything to the contrary contained herein, using or attempting to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Web Site other than the search engine and search agents available from the Company on this Web Site and other than generally available third party web browsers (e.g., Netscape Navigator, Microsoft Internet Explorer).

Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Web Site.

Aggregating, copying or duplicating in any manner any of the materials or information available from the Web Site.

Using any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents. or

Harvesting or collecting information about Site visitors or members without their express consent.

**Job Postings and Resume Database Search Service**

By using the online job posting feature of the Site or the resume database search service (the "Resume Database"), you agree to be bound by, and comply with the Job Posting Rules and the Resume Search Rules, respectively. Company is under no obligation to monitor the information residing on or transmitted to the Job Board or Resume Database, however, you agree that Company reserves the right to modify, reject or eliminate any information residing on or transmitted to the Site, or terminate the account of any user, that Company believes, in its sole discretion, to be unacceptable or in violation of these terms and conditions.

**Job Posting Rules**

By using the Careerlink.com job posting service, users agree to abide by and comply with the following rules:

Post only real jobs and resumes. Job postings must be individual openings for traditional, W-2 or 1099 employees. Users shall not post:

Positions that require a monetary investment by the job seeker at any time except for positions that clearly and noticeably indicate that the job seeker will pay a fee if they accept the position;

Advertisements for Multi-Level Marketing (MLM) positions;

Business opportunities, including Email Processors and Project 21 and other work at home positions; and

Anything related to the adult entertainment industry.

All information contained in postings must contain sufficient detail to be clear and accurate and not misleading in any way. Postings which require the user to "email for more details" are not supported.

Use only professional language in your postings.

Protect your password. If others post inappropriate material to Company using your account, you risk losing access to the service.

We cannot monitor every posting to Careerlink.com, nor do we take responsibility for the content posted by our users. However, we do randomly monitor postings to promote compliance with these rules.

We prohibit the sending of unsolicited commercial email. Users involved in such activity may have their accounts suspended.

Your job postings must be for your own internal use only. You may not sell or provide Careerlink.com job posting services to third parties.

Postings found to be in violation of any of the conditions of these rules may be removed without warning. Company will not be responsible for notifying the poster of such removal or rejection. Interpretation of the rules is at the sole discretion of Company. These rules may be changed at any time without warning or notification.

**Resume Search Service Rules**

By using the Careerlink.com resume search service, users agree to abide by and comply with the following rules:

Users may only contact candidates regarding bona fide career opportunities and real job openings. Positions offered must not involve up front fees or other amounts payable by the candidate. Prospective employers may not offer the following through the use of Company services:

Positions that require a monetary investment by the job seeker at any time;

Advertisements for multi-level marketing positions;

Business opportunities, including Email Processors, Project 21 and other work-at-home positions; and

Anything related to the sexually-oriented adult entertainment industry.

Protect your password. If others use your account inappropriately, you risk losing access to the Resume search service.

Company cannot monitor postings in the resume search database or communications between users of the resume search service, nor do we take responsibility for such content or communications from or between our users. However, we do randomly monitor postings to promote compliance with these rules.

Company prohibits the sending of unsolicited commercial email. Company users involved in such activity may have their accounts suspended.

Information obtained from the resume search database must be for your own internal use only. You may not sell, distribute, or provide any personal information from the Resume search database to third parties without the prior consent of the owner of such personal information.

Accounts of users found to be in violation of any of the conditions of these rules may be suspended or terminated immediately. Company will not be responsible for notifying the user of such suspension or termination. Fees paid on accounts suspended or terminated for violation of these rules are non-refundable. Interpretation of the rules is at the sole discretion of Company. These rules may be changed at any time without warning or prior notification.

Last Updated: August 11, 2009

Careerlink Job Seeker Account

AIM Institute Celebrates 20 Years

AIM Institute Speakers Bureau

Save your Job Searches  
 Upload a Searchable Resume  
 Get Search Advice



**SIGN UP NOW**



**AIM INSTITUTE**  
20th ANNIVERSARY



AIM staff are available to speak at your next seminar or conference. We offer a variety of presentation topics such as information technology trends and tools, entrepreneurship, workforce development and talent recruitment.

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**AIM Institute**

The AIM Institute is a not-for-profit membership organization that provides information technology leadership Nationwide. We help our business, educational, and community partners to focus and coordinate their IT resources. Working together, we help initiate the changes and improvements necessary to meet emerging information technology needs, build a strong workforce, and expand economic growth in our communities.

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# SARPY COUNTY HUMAN RESOURCES

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## MEMORANDUM

**To:** Sarpy County Board of Commissioners  
**From:** Karen Buche, Human Resources Director  
**Date:** June 8, 2012  
**Subject:** AIM Institute/Careerlink.com Job Posting Agreement

Our current agreement with the Aim Institute (careerlink.com) for job posting services expires effective 6/30/12. Careerlink.com is the primary recruiting website for the Omaha MSA. There are no other similar, comparable competitors.

We list most of the County's external job postings on their website, and they are the County's primary source of qualified applicants. During the past 12 months, we externally posted 32 job postings. Of these, 5 were also advertised in the Omaha World Herald. We will continue to utilize print advertisement, as necessary. However, the expense with print ads is significant. The average cost for a one day print ad is \$250 up to \$350; whereas the cost for Careerlink.com is approximately \$125 regardless of how many days a job is posted. Additionally, the more postings we place on Careerlink.com the lower the cost per posting.

I have successfully negotiated a three-year agreement that provides a substantial reduction in the annual subscription rate. The standard one year rate is \$5,402 annually. The negotiated three-year subscription will cost \$3,995 per year. This results in a cost savings over the three years of \$4,221.

In discussion with Brian Hanson, he indicated that the County can enter into a multi-year contract. As a result, I have included the subscription rate of \$3,995 in the HR budget for fiscal year 2012-13.

I, respectfully, request the Board resolve the renewal of the AIM/Careerlink.com Agreement, a copy of which is attached.

Thank you for your time and consideration.