

**UNANIMOUS WRITTEN CONSENT IN LIEU OF SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
DOUGLAS COUNTY UNIFIED JUSTICE CENTER
DEVELOPMENT CORPORATION**

ANCILLARY SERVICES/NON-EXCLUSIVE TRADEMARK


The undersigned, being all members of the Board of Directors of The Douglas County Unified Justice Center Development Corporation (JCDC), a Nebraska nonprofit corporation, hereby consent, pursuant to the Nonprofit Corporation Act, to the taking of the following action in lieu of a special meeting of the Board of Directors, and hereby waive any notice pursuant to such Act.

BE IT RESOLVED, that the Ancillary Services/Non-Exclusive Trademark Agreement between the Corporation, Douglas County and the Omaha Douglas Public Building Commission, attached herewith as Exhibit A, is hereby ratified and approved.


BE IT FURTHER RESOLVED, that Chairperson Mary Ann Borgeson is hereby authorized to execute the agreement including necessary and related documentation of the same on behalf of the Corporation, and any actions undertaken in connection therewith including conforming to approvals by the other parties approved by JCDC legal counsel and those prior and pursuant to this written consent are hereby ratified and approved.

BE IT FURTHER RESOLVED, that this Unanimous Consent may be signed in multiple counterparts which when executed by all of the Directors shall constitute a single document.

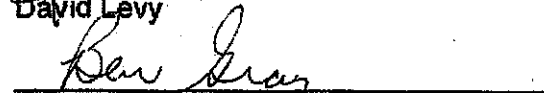
Dated this 11th day of June 2018.



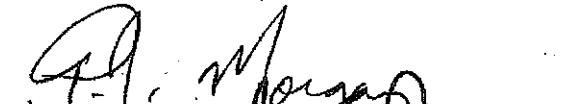
Mary Ann Borgeson - Chair




David Levy



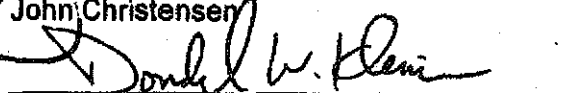
Ben Gray



PJ Morgan



John Christensen



Don Kleine

Secretary's Certificate

THE UNDERSIGNED, Diane M. Carlson, hereby certifies that she is the Secretary of The Douglas County Unified Justice Center Development Corporation ("JCDC"), a Nebraska nonprofit corporation, and that the foregoing Resolution was duly adopted by the unanimous written consent of the Board of Directors of JCDC, and that said Resolution has not been rescinded or amended, and such Resolution is recorded in the corporate books of the JCDC.

Dated this 11th day of June 2018.



Diane M. Carlson, Secretary

**DOUGLAS COUNTY/OMAHA DOUGLAS PUBLIC BUILDING COMMISSION
THE DOUGLAS COUNTY UNIFIED JUSTICE CENTER
DEVELOPMENT CORPORATION
ANCILLARY SERVICES AGREEMENT**

This Agreement ("Agreement") is entered into effective the ____ day of April 2018 between Douglas County, a public body corporate ("County"), Omaha Douglas Public Building Commission ("ODPBC") and The Douglas County Unified Justice Center Development Corporation ("JCDC"). The County, ODPBC, and the JCDC are sometimes referred to herein individually as a "Party" or collectively as the "Parties." The County and ODPBC are sometimes collectively referred to herein as the "Owner."

The JCDC was created to assist with the integrated planning, design, construction, and development of facilities to be used by Douglas County in the administration of Juvenile Justice and related programs (collectively, the "Project").

WHEREAS, given the unique characteristics, need for coordination, and progressive time schedule for the Project, JCDC will act as "owner's representative" to provide County and ODPBC with sufficient oversight to ensure that critical goals and Project objectives are met; and

WHEREAS, the parties desire to enter this Agreement to set forth the policies and procedures for the Project.

NOW, THEREFORE, the parties agree as follows:

1. County and ODPBC Obligations. County and ODPBC shall:
 - a. Provide for related support services in connection with County or ODPBC's needs respecting the design, construction and development of the Project as reasonably requested by the JCDC, including:
 - i. Meeting rooms, space, and related video or teleconference equipment for the JCDC's business meetings, including, but not limited to, reasonable space for JCDC staff.
 - ii. Necessary accounting/internal control systems to establish and maintain financial, business and legal records in compliance with applicable standards and guidelines, as reasonably requested by JCDC.
 - iii. JCDC financial operating statements prepared in accordance with generally accepted accounting practices.
 - iv. Enforcement and administration of JCDC's Conflict of Interest Policy, attached hereto as Exhibit A.

b. Provide operating funds to JCDC, based on JCDC's budget, attached hereto as Exhibit B, the County shall provide the operating funds for JCDC, unless otherwise agreed in writing.

c. Pay reasonable costs and expenses incurred by JCDC, as previously approved in writing by County and ODPBC, including, but not limited to, attorneys' and professional consulting fees incurred in connection with the Project.

2. JCDC Obligations. JCDC agrees to perform the following ancillary services:

a. Provide or contract for all operational management services required to undertake the negotiation of the Project agreements, including oversight of the design, construction and development of the Project.

b. Provide oversight, management and expertise required to establish, facilitate, and properly account and allocate costs for the Project.

c. Install the necessary accounting/internal control systems to establish and maintain all financial, business and legal records in compliance with applicable standards and guidelines.

3. Intellectual Property and Non-Exclusive Trademark License. JCDC, County and ODPBC each will own their respective intellectual property, which includes, but is not limited to, JCDC, County and ODPBC names, logos, trademarks, and service marks (collectively, the "Marks"). Subject to the provisions of this Agreement, the Parties in furtherance of the Project hereby grant to each other in consideration of the mutual promises and covenants exchanged herein, a reciprocal, limited, non-exclusive, non-transferable, royalty free, fully revocable license to use the Marks of each other to publicize and promote the Project to business associates and the public in the United States or otherwise in accordance with applicable law. JCDC, County and ODPBC agree that such use shall be subject to quality control standards in use by the parties. This license is for a term to expire upon the dissolution of the JCDC, or the termination of the Owner's Representative Agreement for the Project, whichever occurs first.

4. Confidentiality. Except to the extent that disclosure is required by law or is otherwise expressly permitted by the terms of this Agreement, JCDC agrees that it and its directors, officers, employees and attorneys will (a) hold in trust and maintain confidentiality, (b) not disclose to third parties without obtaining such third parties' agreement to also hold in trust and maintain confidentiality, and (c) not use any, information considered to be and identified as confidential that is disclosed pursuant to this Agreement, except for purposes as contemplated herein. Notwithstanding the foregoing, any such information considered to be confidential hereunder shall not include any information which has been previously disclosed by County to the public and/or is otherwise in the public domain.

5. Reporting Requirements. JCDC shall timely file its audited financial report with the County in care of Joe Lorenz with a copy to ODPBC in care of Paul G. Cohen. Financial statements filed shall include any management letter received by JCDC and the JCDC's Internal Revenue Service Form 990, if any.

6. Termination. This Agreement shall take effect as of the Effective Date and shall continue until (a) the dissolution of JCDC or (b) the termination of the Owner's Representative Agreement between the parties, dated June 11, 2018 whichever occurs first. Upon termination of the Agreement, any and all obligations shall (a) be assigned or transferred to a third party through the written consent of the County or ODPBC or (b) cease to exist.

7. Notice. Any notices required hereunder shall be delivered to the following persons unless written notification to different persons or different addresses is provided to each of the parties:

To the County:

Douglas County Board of Commissioners
1819 Farnam Street, Suite LC2
Omaha, NE 68183
Fax: 402-444-6559

To JCDC:

Legal Counsel
1700 Farnam Street, Suite 1500
Omaha, NE 68102-2068
Fax: 402-344-0588

To ODPBC:

Administrator
1819 Farnam Street, 1205
Omaha, Nebraska 68183
Fax: 402-444-5088

8. Governing Law. This Agreement is made in and shall be governed in all respects by the laws of the State of Nebraska.

9. Counterparts. This Agreement may be executed in counterparts or duplicate originals and facsimile; electronic and digital copies of the Agreement, including properly executed PDF versions of the Agreement, shall be regarded as an original instrument by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date set forth above.

**Douglas County,
a public body corporate ("County")**

By: _____

**Omaha Douglas Public Building Commission
("ODPBC")**

By: _____

**The Douglas County Unified Justice Center Development Corporation
("JCDC")**

By: _____

EXHIBIT A

JCDC CONFLICT OF INTEREST POLICY