

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

**CONDITIONAL NOTICE TO PROCEED**

**Design, Engineering, Project Management, Legal services**

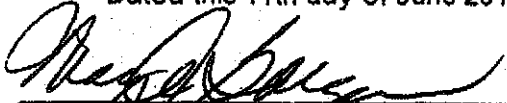
The undersigned, being all members of the Board of Directors of The Douglas County Unified Justice Center Development Corporation ("JCDC"), a Nebraska nonprofit corporation, hereby consent, pursuant to the Nonprofit Corporation Act, to the taking of the following action in lieu of a special meeting of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

WHEREAS, the Corporation wishes to ratify and approve JCDC resolution 2018-0611-02, related to a Conditional Notice to Proceed for Construction Services, a copy of which is attached herewith;

BE IT RESOLVED, that the attached JCDC resolution 2018-0611-02, Design, Engineering, Project Management and Legal services, is 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

  
\_\_\_\_\_  
P.J. Morgan

  
\_\_\_\_\_  
John Christensen

  
\_\_\_\_\_  
Don Kleine

JCDC Resolution 2018-0611-02

Approved by written Consent on Date: 06/11/2018

WHEREAS, The Douglas County Unified Justice Center Development Corporation ("JCDC"), an entity created under the Nebraska Nonprofit Corporation Act (Neb. Rev. Stat. § 21-1901 et. seq.) and acting under the provisions of the Owner's Representative Agreement ("Project Agreement") by and between JCDC and Douglas County, a public body corporate ("County"), Omaha Douglas Public Building Commission ("ODPBC"), has undertaken to act as owner's representative in planning, developing, designing and constructing the Justice Center ("Project"); and

WHEREAS, the Project Agreement authorizes JCDC to implement cost control for the Project;

NOW THEREFORE, be it resolved by the JCDC Board as follows:

1. **Conditional Notice to Proceed.** As used in this JCDC resolution, "Conditional Notice to Proceed" shall mean a written notice to provide services and activities which would otherwise hinder progress if not allowed to proceed on the express condition that such activities do not exceed the specific dollar amount below and are only for the specific ordering and related activities as stated in the written notice. The Notice is not to be considered a Notice to Proceed with the Construction Manager at Risk Contract or any other activities, except as specifically provided in the Conditional Written Notice to Proceed and shall be subject to the ratification of the GMP in the Construction Manager at Risk Contract.

2. The JCDC Chairperson is authorized to execute and approve a Conditional Notice to Proceed as approved by the JCDC Board upon the Chairperson's confirmation as to the availability of adequate funds from County and ODPBC, and to administer the same including executing the necessary forms, approvals and documents contemplated therein; provided that the JCDC Board shall receive timely reports of all related expenditures on an ongoing basis (regardless of the amount) showing the net change for each and a cumulative total of all changes as compared to the originally approved amount. In addition, the Chairperson is authorized to approve minor, typographical, or technical changes as approved by JCDC Legal Counsel.

3. Accordingly, the expenditures and allocating of Project funds for such purposes in an amount not to exceed \$1,345,000 is hereby authorized in conformance with all applicable requirements of the Agreement and this JCDC Resolution.

4. The Chairperson is authorized to sign and execute a conditional notice to proceed on behalf of the JCDC.

Acknowledged and Agreed

_____	Date: _____
_____	Date: _____
_____	Date: _____