

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

The undersigned, being all members of the Board of Directors of The Douglas County Unified Justice Center Development Corporation (the "Corporation"), 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 pursuant to Articles IV and V of the Bylaws of the Corporation, the following individuals are hereby elected as officers of the Corporation:

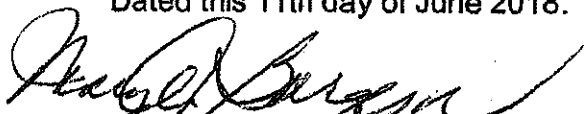
<u>Name</u>	<u>Office</u>
Mary Ann Borgeson	Chair
David Levy	Vice Chair
Diane Carlson	Secretary
Joseph Lorenz	Treasurer

BE IT FURTHER RESOLVED, that the Whistleblower Policy and Procedure, Record Retention Policy and Procedure, and Conflict of Interest Policy, attached herewith as Exhibits A, B, and C are hereby ratified and approved.


BE IT FURTHER RESOLVED, that Chairperson Mary Ann Borgeson is hereby authorized to execute the agreements including necessary and related documentation of the same on behalf of the Corporation, and any actions undertaken in connection therewith including 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



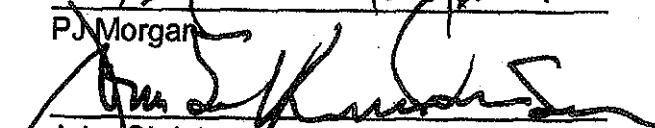
David Levy



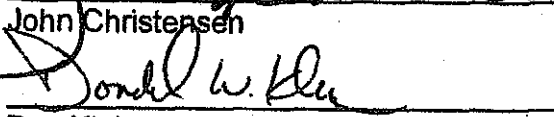
Ben Gray



P.J. 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 is recorded in the corporate books of JCDC.

Dated this 11th day of June 2018.


Diane M. Carlson, Secretary

EXHIBIT A

JCDC WHISTLEBLOWER POLICY AND PROCEDURE

I. Introduction

The Whistleblower Policy and Procedure (the "Policy") of the Douglas County Unified Juvenile Justice Center Development Corporation ("JCDC") is intended to provide a mechanism for the reporting of illegal activity or the misuse of JCDC's assets or operations, while protecting the Reporting Party of JCDC or its affiliates, Douglas County and the Omaha Douglas Public Building Commission ("Affiliates"), who make such reports from retaliation.

II. Questionable Conduct

The Policy is designed to address situations in which any person, individual or entity having financial, business or contractual relationship with the JCDC including who makes a disclosure pursuant to this policy with respect to a potential violation is referred to as a "Reporting Party" has engaged in illegal acts or questionable conduct involving JCDC's assets or operations. This conduct might include outright theft (of equipment or cash), fraudulent expense reports, misstatements of any accounts to any manager or officer, or to JCDC's auditors, a violation of JCDC policies, or a conflict of interest that results in financial or other harm to JCDC or its Affiliates. JCDC encourages any Reporting Party to report such questionable conduct and has established a system that allows them to do so anonymously.

III. Making a Report

If a Reporting Party suspects illegal conduct or conduct involving misuse of JCDC's assets or the violation of law or JCDC policies and procedures, he or she may report it, anonymously, or may do so with attribution. If such person reports the allegation of wrongdoing with attribution, he or she shall not be harassed, intimidated, discriminated or retaliated against for making such a report in good faith and such persons identity shall be maintained confidential.

A Reporting Party can make a report to any of the following JCDC officers at any time: Chair of the Board, Vice Chair, Treasurer, or Secretary ("Officer"). JCDC will promptly conduct an investigation into matters reported, keeping the informant's identity confidential, consistent with the obligation to conduct a full and fair investigation. Such investigation may involve coordination with the Affiliates and other parties.

IV. No Retaliation

A Reporting Party who has made a report of suspicious conduct, and who subsequently believes he or she has been subjected to retaliation of any kind by any JCDC or any person acting on behalf of JCDC, is directed to immediately report such retaliation to any Officer.

Reports of retaliation will be investigated promptly in a manner intended to protect confidentiality as much as practicable, consistent with a full and fair investigation. The party conducting the investigation will notify the Reporting Party of the results of the investigation.

JCDC strongly disapproves of and will not tolerate any form of retaliation against a Reporting Party or volunteers who report concerns in good faith regarding JCDC's operations. Any JCDC officer or employee who engages in such retaliation will be subject to termination and/ or loss of rights or privileges.

V. Reporting Procedures

The reporting procedure outlined in this Section V is intended to describe the process through which concerns about the possible misuse of JCDC assets are handled pursuant under the Policy.

1. A Reporting Party makes a report of suspected misuse of JCDC assets or other wrongdoing by reporting such act to an Officer.
2. Upon receipt the report will be promptly reviewed by the Chair, as well as the Treasurer, to determine whether the report constitutes a complaint or a non-complaint, unless one of them is allegedly involved in the misconduct, in which case the report should be reviewed by an Officer not implicated by the report. If both of them are alleged to be involved, the report should go directly to the Vice Chair or Secretary.
 - A "complaint" means any report involving: (i) questionable accounting, auditing, financial reporting, or internal controls; (ii) suspected fraud, theft, or improper use of company assets; (iii) a violation of the policies and procedures that results in financial or other perceived harm to JCDC or the Affiliates; or (iv) a claim of retaliation against any Reporting Party for making a good-faith report regarding any of the preceding matters.
 - A "non-complaint" means a report of any other matter not involving a misuse of JCDC's assets.
3. If the report is deemed to be a complaint, it will be promptly investigated. If the report is deemed to be a non-complaint, it will be referred to the appropriate officer for follow-up.
4. Each complaint is fully investigated, and, as far as possible, handled so as to protect the privacy of the Reporting Party, member or volunteer making the complaint.
5. The Chair, or if the Chair or Treasurer is implicated, the Vice Chair and/or Secretary shall determine whether the report involves a matter that is material. If the report is deemed material, it will be reviewed by the Board of Directors at a duly called meeting, which may direct the Officers to take actions to resolve the situation. If the report is deemed nonmaterial, it shall not be reviewed by the Board of Directors, but is instead addressed by the Officers, as appropriate.

EXHIBIT B

JCDC RECORD RETENTION POLICY AND PROCEDURE

The corporate records of the Douglas County Unified Juvenile Justice Center Development Corporation ("JCDC") are important assets. Corporate records include essentially all records you produce as an employee, officer, director or volunteer, whether paper or electronic. A record may be as obvious as a memorandum, an e-mail, a contract, or a case study, or, something not as obvious, such as a computerized desk calendar, an appointment book, or an expense record.

The law requires JCDC to maintain certain types of corporate records, usually for a specified period of time. Failure to retain those records for those minimum periods could subject you and JCDC to penalties and fines, cause the loss of rights, obstruct justice, spoil potential evidence in a lawsuit, place JCDC in contempt of court, or seriously disadvantage JCDC in litigation.

JCDC expects all officers, directors, employees, and volunteers to fully comply with any published record retention policies and schedules, provided that the following general exception to any stated destruction schedule should be noted: **If you believe, or JCDC informs you, that records are relevant to litigation, or potential litigation (i.e., a dispute that could result in litigation), then you must preserve those records until legal counsel determines the records are no longer needed.** That exception supersedes any previously or subsequently established destruction schedule for those records. If you believe that exception may apply, or have any question regarding the possible applicability of that exception, please contact a JCDC officer.

In addition to the policies and procedures set forth herein, JCDC may establish from time to time document retention policies and procedures relating to certain activities of JCDC. Also, from time to time, JCDC may establish retention or destruction policies or schedules for specific categories of records in order to ensure legal compliance, and also to accomplish other objectives, such as preserving intellectual property and cost management. Several categories of documents that bear special consideration are identified below. While minimum retention periods are suggested, the retention of the documents identified below, and of documents not included in the identified categories, should be determined primarily by the application of the general guidelines affecting document retention identified above, as well as any other pertinent factors.

1. Tax Records. Tax records include, but may not be limited to, documents concerning payroll, expenses, proof of deductions, business costs, accounting procedures, tax returns, determination and/or ruling letter and other documents concerning JCDC tax status and revenues. Tax records should be retained for at least eight years from the date of filing the applicable return.
2. Employment Records / Personnel Records. State and federal statutes may require JCDC to keep certain recruitment, employment, and personnel information. JCDC should also

keep personnel files that reflect performance reviews and any complaints brought against JCDC or individual officers, directors or employees under applicable state and federal statutes. JCDC should also keep all final memoranda and correspondence reflecting performance reviews and actions taken by or against personnel in the corresponding employee's personnel file. Employment and personnel records should be retained for seven years.

3. Board Materials and Corporate Documents. Meeting minutes of the Board of Directors (the "Board") or Board Committees and original and/or copies of Articles of Incorporation and Bylaws should be retained in perpetuity in the corporate book.

4. Legal Files. Legal counsel should be consulted to determine the retention period of particular documents, but legal documents, including agreements, should generally be maintained for a period of 10 years.

5. Development / Intellectual Property and Trade Secrets. Development documents are often subject to intellectual property protection in their final form (e.g., copyrights). The documents detailing the development process are often of value and are protected as trade secrets where JCDC:

- (a) derives independent economic value from the secrecy of the information; and
- (b) has taken affirmative steps to keep the information confidential.

JCDC should keep all documents designated as containing trade secret information for at least the life of the trademark (as long as it is in use), copyright (50 years after life of author) and trade secret as long as it is in use or otherwise governed by any license or other agreement.

6. Contracts. Final execution copies of all contracts should be retained by the secretary or other appropriate officer for at least six years beyond the term of the agreement or longer if subject to other undertakings or regulation.

7. Electronic Mail. E-mail that needs to be saved should be either:

- (a) printed in hard copy and kept in the appropriate file; or
- (b) downloaded to a computer file and kept electronically, or on disk as a separate file.

The retention period depends upon the subject matter of the e-mail, as covered elsewhere in this policy.

Failure to comply with this Policy may result in punitive action against the offending party, including the contractor or employee. Questions about this policy should be referred to the officer or employee in charge of administering, enforcing, and updating this Policy.

Read, understood, and agreed:



JCDC Board Member/Officer/Employee

EXHIBIT C

JCDC DEVELOPMENT CORPORATION CONFLICT OF INTEREST POLICY

PURPOSE

The purpose of this Policy is to protect the interests of the Douglas County Unified Juvenile Justice Center Development Corporation and its Affiliates (collectively "JCDC") in circumstances that may result in a conflict between the personal interests of a Covered Person and those of JCDC.

DEFINITIONS

The term "Covered Person" shall mean the employees and officers of JCDC and shall include any employees or officers of Burlington Capital Construction Services, LLC, ("BCCS") to the extent applicable.

The term "Affiliates" shall mean the Omaha Douglas Public Building Commission and Douglas County.

POLICY

It is the policy of JCDC that:

Each Covered Person acts at all times in a manner that furthers JCDC's purposes and exercises care that he or she does not act in a manner that furthers his or her private interests to the detriment of JCDC's purposes; and

Each Covered Person avoids conflicts of interest and otherwise fully discloses to JCDC any potential or actual conflicts of interest if such conflicts cannot be avoided so that such conflicts are dealt with in the best interests of JCDC.

CONFLICT OF INTEREST DEFINED

In general, a conflict of interest exists when the personal interests of a Covered Person may affect the ability of a Covered Person to act in the best interest of, and with good faith and loyalty to, JCDC. A conflict of interest can be considered to exist in any instance where the actions or activities of an individual on behalf of JCDC also involve:

The obtaining of direct or indirect personal gain or advantage; or

An adverse or potentially adverse effect on the interests of JCDC.

A conflict of interest transaction is one in which JCDC and/or any of its Affiliates is a party and in which a Covered Person has a direct or indirect financial interest, or other fiduciary duty such that it could influence his or her action on the matter while acting on behalf of JCDC.

Although it is impossible to list every circumstance giving rise to a conflict of interest, the following will serve as a guide to the possible types of activities that might present potential or actual conflicts of interest and that should be fully and promptly reported as provided below.

1. Financial/Outside Interests. The personal interests of a Covered Person may conflict with the interests of JCDC if he or she, or any immediate family member of his or hers, by blood or marriage ("Immediate Family Member"), is a person:
 - a. Except as to BCCS, who solicits bids, contracts, or supplies goods or services (including consulting or professional services) to JCDC and/or to any of its Affiliates;
 - b. From whom or to whom JCDC and/or any of its Affiliates leases property or equipment;
 - c. With whom JCDC and/or any of its Affiliates is dealing or is planning to deal in connection with the purchase, sale or license of real property, investment securities, intellectual property, including without limitation patents, trademarks, copyrights, trade secrets, know how or other property;
 - d. Who is an officer, serves on the board of directors, participates in management, or is otherwise employed or compensated by a person, company, or organization that is engaging in transactions with JCDC and/or any of its Affiliates, other than JCDC's own Affiliates and BCCS.
 - e. Who has a material financial interest through ownership of stock or other type of equity interest ("Equity Interest") in a person or company ("Entity") that is **engaging in transactions with JCDC** and/or any of its Affiliates of the type listed in (a) through (d) above; or
 - f. Who has a material financial interest as a creditor of a Company that is **engaging in transactions or competes with JCDC** and/or any of its Affiliates of the type listed in (a) through (d) above.
2. Nonpublic Inside Information. It is a conflict of interest to disclose nonpublic inside information relating to JCDC and/or any of its Affiliates' business and/or use such information for the personal profit or advantage of any Covered Person, his or her immediate family, or any other entity of which the Covered Person is an employee, officer, director, or shareholder.
3. Gifts, Gratuities, and Entertainment. It may be a conflict of interest for a Covered Person (or immediate family member) to accept gifts, excessive entertainment, unsecured loans, or other favors from any outside concern that does, or is seeking to do, business with JCDC and/or any of its Affiliates under circumstances from which it might be inferred that such action was intended to influence or possibly would influence the Covered Person in the performance of

his or her duties. This does not include the acceptance of items of nominal or minor value that are clearly tokens of respect or friendship and not related to any particular transaction or activity of JCDC and/or any of its Affiliates.

4. Other Areas of Conflicting Interest. Other circumstances may arise which could result in a conflict between a Covered Person's personal interests and those of JCDC. These Policy guidelines are not intended to describe all potential conflict situations. In general, any circumstance that may give rise to reasonable questions of possible favoritism, self-dealing or undue influence may be a conflict of interest. All such conflicts should be avoided, if possible. Covered Persons should also be sensitive to the appearance of conflict, even if no actual conflict exists. If an actual or possible conflict cannot be avoided, it shall be disclosed according to the procedures set forth in Article IV of this Policy.

DISCLOSURE, REVIEW AND INITIAL DETERMINATION

General Obligation.

Each Covered Person must promptly and fully report to JCDC's Chair of the Board situations that may create a conflict of interest when he or she becomes aware of such situations. In any situation where a Covered Person is in doubt, full disclosure should be made so as to permit an impartial and objective determination. A written record of the disclosure will be made. In the case where the Chair has a reporting obligation for a conflict of interest, he or she shall report to Vice Chair of JCDC.

Annual Disclosure Statement.

In addition to the ongoing disclosure obligation, JCDC shall annually send to all Covered Persons a copy of this Policy statement and the Conflict of Interest Disclosure Statement. The Covered Persons must promptly complete, sign, and return the statement to the Secretary of JCDC. The completed statements will be reviewed by the Chair or his or her designee(s).

Review, Evaluation, and Initial Determination.

The Chair or the Chair's designee shall make such further investigation of conflicts of interest disclosures as he or she may deem appropriate. If the conflict involves the Chair, the Vice Chair will assume the Chair's role outlined in this Policy. Based on review and evaluation of the relevant facts and circumstances, the Chair will make an initial determination as to whether a conflict of interest exists and whether, pursuant to this Policy statement, review and approval or other action by the Board of Directors is required. A written record of the Chair's determination, including relevant facts and circumstances, will be made. The Chair shall then make an appropriate report to the Board of Directors concerning such review, evaluation and determination. If there is a difference of opinion between the Chair and another Covered Person as to whether the facts and circumstances of a given situation constitute a conflict of interest or whether Board of Directors review and approval or other action is required within this Policy statement, the matter shall be submitted to the Board of Directors, which shall make a

final determination as to the matter presented. Such determination, including relevant facts and circumstances, will be reflected in the Board of Director's Committee minutes.

BOARD REVIEW

Transactional Conflicts of Interest.

The Board of Directors shall carefully scrutinize and must in good faith approve or disapprove any transaction in which JCDC and/or any of its Affiliates is a party and in which one or more of JCDC's directors or officers either:

Has a material financial interest; or

Is a Covered Person of the other party (other than JCDC's Affiliates).

The Board of Directors must approve the transaction by a majority of the directors on the Board, without counting the vote of any Covered Person who has an interest in the transaction. In reviewing such transactions between JCDC and vendors or other contractors who are, or are affiliated with, Covered Persons, the Board shall act no more or less favorably than it would in reviewing transactions with unrelated third parties. The transaction will not be approved unless the Board determines that the transaction is fair to JCDC.

Other Conflicts of Interest.

The Board shall carefully review and scrutinize non-transactional conflicts of interests (e.g., disclosure of nonpublic information, competition with JCDC, failure to disclose a corporate opportunity, excessive gifts or entertainment, etc.). By a majority vote of the disinterested directors, the Board shall take whatever action is deemed appropriate under the circumstances with respect to the Covered Person in order to best protect the interests of JCDC and the Affiliates including possible disciplinary or corrective action. The Board should consult with JCDC's legal counsel when considering disciplinary or corrective action.

Disclosure by Interested Director.

When conflicts of interest are considered by the Board, the Covered Person must disclose all of the material facts to the Board. The Covered Person shall not vote or use his or her personal influence on the matter. However, if requested, such Covered Person is not prevented from briefly stating his or her position in the matter, nor from answering pertinent questions from Board members, as his or her knowledge may be of significant importance. The Covered Person shall be excused from the meeting during discussion and vote on the conflict of interest.

Record of Proceedings.

Minutes of the Board of Directors shall reflect the following: the individual making the disclosure, the nature of the disclosure, discussion regarding any proposed transaction, the decision made by the Board, and that the interested director abstained from voting.

Implementation and Interpretation.

Questions regarding the implementation and interpretation of this Policy shall be referred to JCDC's legal counsel.

POLICY VIOLATIONS

If the Board reasonably believes that a Covered Person has failed to disclose either an actual or potential conflict of interest, or all material facts surrounding an actual or possible conflict as required by this Policy, the Covered Person will be given an opportunity to explain such alleged failure to disclose. After hearing the response of the Covered Person, the Board will conduct such additional investigation as may be appropriate. If the Board determines that the Covered Person has, in fact, failed to disclose as required by this Policy, the Board shall take appropriate disciplinary or corrective action.

LOANS AND GUARANTEES

JCDC is prohibited from lending money to or guaranteeing the obligation of any Covered Person.

ATTACHMENT

Conflict of Interest Disclosure Statement Form

**JCDC CONFLICT OF INTEREST
DISCLOSURE STATEMENT**

I hereby state that I or members of my immediate family have the following affiliation or interests and have taken part or intend to take part in the following transactions that when considered in conjunction with my position with or in relation to JCDC and its Affiliates, might possibly constitute a conflict of interest.

I hereby agree to report to the Chair of JCDC (as set forth in the Policy) any change in my circumstances which may raise other potential conflicts of interest before completion of my next Conflict of Interest Disclosure Statement.

I also hereby affirm the following:

1. I have received a copy of JCDC's Conflict of Interest Policy.
2. I have read and understand the Policy.
3. I agree to comply with the Policy, and
4. I understand that JCDC is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Dated: July 10, 2018.

Signed: 

Printed Name: DAVID LEVY