



City of Omaha  
Jean Stothert, Mayor

## Law Department

Omaha/Douglas Civic Center  
1819 Farnam Street, Suite 804  
Omaha, Nebraska 68183-0804  
(402) 444-5115  
FAX: (402) 444-5125

Paul D. Kratz  
City Attorney

Honorable President

and Members of the City Council,

The attached Ordinance approves the Seventeenth Supplemental Agreement between the City of Omaha Municipal Corporation, the County of Douglas, and the Omaha-Douglas Public Building Commission. This Agreement provides for amending the current lease among the parties to allow the Commission to issue up to One Hundred Fourteen Million Dollars (\$114,000,000) of new bonds at the request of Douglas County. The bonds will be to pay the cost for acquiring, constructing, demolishing, reconstructing, improving, renovating and equipping office facilities, courtroom facilities, and other related justice facilities and juvenile detention facilities as an addition to the Civic Center and as an addition to the Hall of Justice. The lease provides that all payments needed to satisfy this bond would be paid by Douglas County.

The Commission approved this Agreement on May 23, 2019. Your favorable consideration of this Ordinance is appreciated.

Respectfully submitted,

Bernard J. in den Bosch  
Deputy City Attorney

5/30/19  
Date

2019\20377sel

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE approving the Seventeenth Supplemental Agreement among the City of Omaha, the County of Douglas, and the Omaha-Douglas Public Building Commission to provide for the issuance of up to the stated principal amount of One Hundred Fourteen Million Dollars (\$114,000,000) of new bonds, in one or more series, to pay costs for acquiring, constructing, demolishing, reconstructing, improving, renovating and equipping office facilities, courtroom facilities, and other related justice facilities and juvenile detention facilities as an addition to the Civic Center and as an addition to the Hall of Justice and to determine the division of responsibility for payment of the new bonds and to provide for an effective date.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. The Mayor of the City of Omaha is hereby authorized to sign, and its City Clerk to attest, the Seventeenth Supplemental Agreement attached hereto.

Section 2. This Ordinance, being legislative in character, shall be in full force and take effect fifteen (15) days after the date of its passage.

INTRODUCED BY COUNCILMEMBER

\_\_\_\_\_

APPROVED BY:

\_\_\_\_\_  
MAYOR OF THE CITY OF OMAHA      DATE

PASSED \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CITY CLERK OF THE CITY OF OMAHA      DATE

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY      DATE 5/30/19

## SEVENTEENTH SUPPLEMENTAL AGREEMENT

This Seventeenth Supplemental Agreement, made and entered into as of the 23<sup>rd</sup> day of May, 2019, by and between the City of Omaha, a municipal corporation of the State of Nebraska (hereinafter referred to as the "City"), and The County of Douglas, a county of the State of Nebraska (hereinafter referred to as "County") and the Omaha-Douglas Public Building Commission, a body politic and corporate and an instrumentality of the State of Nebraska (hereinafter referred to as the "Commission").

### WITNESSETH:

WHEREAS, the City and the Commission on May 9, 1972 entered into a Lease Agreement (hereinafter referred to as the "City-Commission Civic Center Lease Agreement"), whereby the Commission (a) agreed to carry out the construction and equipping of a city-county building (hereinafter referred to as the "Civic Center") on the block in the City of Omaha bounded on the north by Farnam Street, on the west by 19th Street, on the south by Harney Street and on the east by 18th Street, for the joint use by the City and the County, and (b) leased and demised as lessor to the City as lessee such space within the Civic Center as may be required by the City for the use of City officials and their staffs, with such space for exclusive City use to amount to not less than 100,000 square feet; and

WHEREAS, the County and the Commission on May 9, 1972 entered into a corresponding Lease Agreement (hereinafter referred to as the "County-Commission Civic Center Lease Agreement"), whereby the Commission (a) agreed to carry out the construction and equipping of the Civic Center on the aforesaid block, and (b) leased and demised as lessor to the County as lessee such space within the Civic Center as may be

required by the County for use of County officials and their staffs with such space for exclusive County use to amount to not less than 60,000 square feet; and

WHEREAS, the City, the County and the Commission on May 9, 1972 entered into a Lease Agreement (hereinafter referred to as the "City-County-Commission Hall of Justice Lease Agreement"), whereby (a) the Commission agreed to continue to proceed with the renovation of the Douglas-County Courthouse into a court facility (hereinafter referred to as the "Hall of Justice") for the joint use by the City and County, creating therein space suitable to house the civil and criminal courts of the County and providing space on the first floor of said Courthouse for Drivers' School to be operated by the City and space on the second floor to house the City Municipal Criminal Courts, together with supporting and related offices, and (b) the County leased and demised as lessor unto the City as lessee, and the City agreed to lease, so long as said courts are the responsibility of the City, such space within said facility as may be required by the City for the use of City Municipal Courts, together with supporting and related offices, and Drivers' School; and

WHEREAS, the City and the Commission on May 9, 1972 entered into an agreement (hereinafter referred to as the "City-Commission Hall of Justice Agreement") whereby the City agreed to pay the Commission annually (i) an amount sufficient to amortize the amount of revenue bonds issued by the Commission which are used to pay for the remodeling of those portions of the aforesaid Douglas County Courthouse into the Hall of Justice for exclusive use by the City (less certain credits due the City as provided in Part I of said agreement) and (ii) 20% of the amount necessary to amortize the bonds of the Commission used for renovation cost of common areas in the Hall of Justice; and

WHEREAS, the County and the Commission on May 9, 1972 entered into an agreement (hereinafter referred to as the "County-Commission Hall of Justice Agreement"), whereby the County agreed to pay the Commission annually (i) an amount sufficient to amortize the amount of revenue bonds issued by the Commission which are used to pay for the remodeling of those portions of the aforesaid Douglas County Courthouse into the Hall of Justice for exclusive use by the County (less certain credits due the County as provided in Part I of said agreement) and (ii) 80% of the amount necessary to amortize the bonds of the Commission used for renovation cost of common areas in the Hall of Justice; and

WHEREAS, each of the foregoing agreements was amended and supplemented by a supplemental agreement (hereinafter referred to as the "First Supplemental Agreement") made and entered into as of July 25, 1972 among the City, the County and the Commission, whereby the foregoing agreements were amended and supplemented so as to reflect the details of the financing by the Commission of the construction of the Civic Center and/or the remodeling of the Hall of Justice, such financing being represented by the \$25,000,000 principal amount of Public Building Commission Bonds of the Commission, dated August 1, 1972 (the "1972 Bonds"); and

WHEREAS, each of the foregoing agreements was further amended and supplemented by a supplemental agreement (hereinafter referred to as the "Second Supplemental Agreement") made and entered into as of May 11, 1976 among the City, the County and the Commission, whereby the foregoing agreements were amended and supplemented so as to reflect the details of the financing by the Commission for alterations, additions, expansions, renovations, remodeling and changes to the Civic

Center (the "1976 Project"), such financing being represented by the \$6,000,000 principal amount of Public Building Commission Bonds of the Commission, dated as of May 1, 1976 (the "1976 Bonds"); and

WHEREAS, each of the foregoing agreements was further amended and supplemented by a supplemental agreement (hereinafter referred to as the "Third Supplemental Agreement") made and entered into as of August 25, 1987 among the City, the County and the Commission, whereby the foregoing agreements were amended and supplemented so as to reflect the details of the financing by the Commission for alterations, additions, expansions, renovations, remodeling and changes to the Civic Center and the Hall of Justice (the "1987 Project"), such financing being represented by the \$1,750,000 principal amount of Public Building Commission Bonds of the Commission, dated as of October 1, 1987 (the "1987 Bonds"); and

WHEREAS, each of the foregoing agreements was further amended and supplemented by a supplemental agreement (hereinafter referred to as the "Fourth Supplemental Agreement") made and entered into as of December 1, 1992 among the City, the County and the Commission, whereby the foregoing agreements were amended and supplemented so as to reflect the details of the financing by the Commission for alterations, additions, expansions, renovations, remodeling and changes to the Civic Center and the Hall of Justice (the "1992 Project") and the refunding of the 1972 Bonds and the 1976 Bonds, such financing being represented by the \$11,405,000 principal amount of Public Building Commission Bonds of the Commission, dated as of December 1, 1992 (the "1992 Bonds");

WHEREAS, each of the foregoing agreements was further amended and supplemented by a supplemental agreement (hereinafter referred to as the "Fifth Supplemental Agreement") made and entered into as of August 23, 1995 among the City, the County and the Commission; and

WHEREAS, each of the foregoing agreements was further amended by a supplemental agreement (hereinafter referred to as the "Sixth Supplemental Agreement") made and entered into as of August 1, 1998 among the City, the County and the Commission, whereby each of the foregoing agreements were amended and supplemented so as to reflect that the 1992 Project has been completed and to reflect the details of the financing by the Commission for improvements to the Civic Center and the Hall of Justice (the "1998 Project") such financing being represented by the \$6,800,000 principal amount of Public Building Commission Bonds of the Commission dated as of August 1, 1998 (the "1998 Bonds"); and

WHEREAS, each of the foregoing agreements was further amended and supplemented by a supplemental agreement (hereinafter referred to as the "Seventh Supplemental Agreement") to reflect that the Commission agreed to acquire real estate and construct and equip thereon a parking garage and storage facility and make improvements to the Civic Center and to the Hall of Justice (the "2000 Project") such financing being represented by the \$18,000,000 principal amount of Public Building Commission Bonds of the Commission dated as of May 1, 2000 (the "2000 Bonds"); and

WHEREAS, each of the foregoing agreements was further amended and supplemented by a supplemental agreement (hereinafter referred to as the "Eighth Supplement Agreement") to reflect that the Commission agreed to expand the parking



garage and make improvements to the Civic Center and to the Hall of Justice (the "2001 Project") such financing being represented by the \$10,200,000 principal amount of Public Building Commission Bonds of the Commission dated as of May 1, 2001 (the "2001 Bonds"); and

WHEREAS, each of the foregoing agreements was further amended and supplemented by a Supplemental Agreement (hereinafter referred to as the "Ninth Supplemental Agreement") to reflect the details of the financing by the Commission to redeem and refund the 1998 Bonds and the 2000 Bonds, such financing being represented by the \$21,215,000 principal amount of Public Building Commission Bonds of the Commission dated as of September 1, 2005 (the "2005 Bonds"); and

WHEREAS each of the foregoing agreements was further amended and supplemented by a Supplemental Agreement (hereinafter referred to as the "Tenth Supplemental Agreement") to reflect the details of the financing by the Commission for several refurbishments and reconstitutions and improvements to the Civic Center and the Hall of Justice (the "2008 Project") represented by the \$8,150,000 principal amount of Public Building Commission Bonds of the Commission dated as of August 6, 2008 (the "2008 Bonds"); and

WHEREAS, each of the foregoing agreements was further amended and supplemented by a Supplemental Agreement (hereinafter referred to as the "Eleventh Supplemental Agreement") to reflect the details of the financing by the Commission for general refurbishments and reconstruction and additions to the Civic Center and to the Hall of Justice (the "2010 Project") such financing being represented by the \$10,000,000 principal amount of Public Building Commission Bonds of the Commission dated as of

June 24, 2010 (the "2010 Bonds"); and

WHEREAS, each of the foregoing agreements was further amended and supplemented by a Supplemental Agreement (hereinafter referred to as the "Twelfth Supplemental Agreement") to reflect the details of the financing by the Commission to redeem and refund the 2001 Bonds (the "2010 Refunding Project") represented by \$7,455,000 principal amount of Public Building Commission Refunding Bonds of the Commission dated September 9, 2010 (the "2010 Refunding Bonds") and to establish the responsibility of the City and the County for the payment of principal and interest on the 2010 Refunding Bonds and to reflect other agreements of the parties; and

WHEREAS, each of the foregoing agreements was further amended and supplemented by a Supplemental Agreement (hereinafter referred to as the "Thirteenth Supplemental Agreement") to reflect the details of the financing by the Commission of the costs of constructing and equipping general alterations renovations, changes, refurbishments, reconstructions and improvements to the Civic Center and the Hall of Justice, and the acquisition of an existing facility and the costs of constructing and equipping renovations, changes, refurbishments, reconstructions and improvements to such facility to become part of the Civic Center as additional office facilities (the "2014 Project") such financing represented by the \$13,445,000 principal amount of Public Building Commission Bonds dated as of December 17, 2014 (the "2014 Bonds"); and

WHEREAS, each of the foregoing agreements was further amended and supplemented by a Supplemental Agreement (hereinafter referred to as the "Fourteenth Supplemental Agreement") to reflect the details of the financing by the Commission to redeem and refund the 2005 Bonds (the "2015 Refunding Project"), such financing being

represented by \$8,840,000 principal amount of Public Building Commission Refunding Bonds of the Commission dated September 1, 2015 (the "2015 Refunding Bonds") and to establish the responsibility of the City and the County for the payment of principal and interest on the 2015 Refunding Bonds and to reflect other agreements of the parties; and

WHEREAS, each of the foregoing agreements was further amended and supplemented by a Supplemental Agreement (hereinafter referred to as the "Fifteenth Supplemental Agreement") to reflect the details of the financing by the Commission of the costs of constructing and equipping general alterations renovations, changes, refurbishments, reconstructions and improvements to the Civic Center and the Hall of Justice (the "2015B Project"), such financing represented by the \$10,000,000 principal amount of Public Building Commission Bonds dated as of December 15, 2015 (the "2015B Bonds");

WHEREAS, each of the foregoing agreements was further amended and supplemented by a Supplemental Agreement (hereinafter referred to as the "Sixteenth Supplemental Agreement") to reflect the details of the financing by the Commission of acquiring a site consisting of improved real estate for future projects consisting of, but not limited to, acquiring, constructing, demolishing, reconstructing, improving, renovating and equipping office facilities, courtroom facilities and other related justice facilities (the "2019 Project") as an addition to the Civic Center and as an addition to the Hall of Justice, such financing represented by the \$6,045,000 principal amount of Public Building Commission Bonds dated as of April 25, 2019 (the "2019 Bonds"); and

WHEREAS, the parties desire to amend and supplement the foregoing agreements to reflect the details of the financing by the Commission of the costs of acquiring, constructing, demolishing, reconstructing, improving, renovating and equipping office facilities, courtroom facilities and other related justice facilities (the "Justice Center") and juvenile detention facilities (the "Detention Center", together with the Justice Center the "Juvenile Justice Project" and/or the "2019B Project") as an addition to the Civic Center and as an addition to the Hall of Justice such financing to be represented by not more than \$114,000,000 principal amount of Public Building Commission Bonds to be issued in one or more series (the "2019B Bonds").

NOW, THEREFORE, in consideration of the foregoing recitals which are hereby made a contractual part hereof and the promises and covenants herein made by each of the parties hereto and the respective benefits to accrue to said parties and for other good and valuable consideration, it is covenanted and agreed by the parties hereto as follows:

I.

The term "Agreements" when used hereafter in this instrument shall mean collectively the agreements described in the recitals hereto. References hereafter to any particular one of such agreements shall be in accordance with the manner of references thereto set forth in the particular recital describing such agreement.

II.

Based on present estimates of cost, the Commission proposes to issue its Public Building Commission Bonds, Series 2019B, in one or more series in an aggregate principal amount not to exceed \$114,000,000 which such bonds and the actual principal amount of each series thereof will be approved by the City and the County, prior to

issuance (each series of such 2019B Bonds as issued are hereinafter collectively, referred to as the "2019B Bonds"). The 2019B Bonds shall be issued by the Commission pursuant to the resolutions adopted by the Commission on July 19, 1972 and supplemental resolutions adopted by the Commission on May 3, 1976, October 1, 1987, November 12, 1992, August 1, 1998, April 21, 2000, April 5, 2001, August 11, 2005, August 6, 2008, June 3, 2010, August 19, 2010, October 9, 2014, June 4, 2015, October 8, 2015, February 8, 2019 and a second resolution to be adopted in 2019 (hereinafter referred to as the "Bond Resolution"). Each series of the 2019B Bonds shall bear such date or dates, mature at such time or times, bear interest at such rate or rates, be in denominations and be subject to terms of redemption and at such redemption premiums, as the Bond Resolution may provide. Each series of the 2019B Bonds shall be sold to Ameritas Investment Corp. by virtue of a private sale for such price or prices as the Commission shall determine and the proceeds of the sale thereof shall be applied to finance the 2019B Project.

Inasmuch as the proceeds of the 2019B Bonds are to be applied to finance the 2019B Project the following references in the following agreements shall be deemed to refer to, and be construed as referring to, the 2019B Bonds:

1. The references in the second paragraph of Section XV of the City-Commission Civic Center Lease Agreement, and in the second sentence of Section XV of the County-Commission Civic Center Lease Agreement, to "bonds issued by the Commission in connection with the construction of said building";
2. The references in Section XVI of the City- Commission Civic

Center Lease Agreement, and in Section XVI of the County-Commission Civic Center Lease Agreement, to "bonds issued in connection with the construction of said facility";

3. The references in Section XVII of the City- Commission Civic Center Lease Agreement, and in Section XVII of the County-Commission Civic Center Lease Agreement, to "Bonds of the Commission referred to herein";

4. The references in Section XIX of the City- Commission Civic Center Lease Agreement, in Section XIX of the County-Commission Civic Center Lease Agreement and in Section XX of the City-County-Commission Hall of Justice Lease Agreement to "bonds for the construction of the City-County Building and/or remodeling of the Hall of Justice"; and

5. The references in Section III of the City- Commission Hall of Justice Agreement, and in Section III of the County-Commission Hall of Justice Agreement, to "bonds of the Commission referred to herein"; and (b) references in the City-County-Commission Hall of Justice Lease Agreement, the City-Commission Hall of Justice Agreement and the County-Commission Hall of Justice Agreement to revenue bonds, bonds or bond monies used in renovating the Hall of Justice (or portions thereof), or words of similar import, shall be deemed to refer to, and be construed as referring to the 2019B Bonds; and (c) all references in the Agreement to the "City-County Building", "City-County Facility", "City-County Complex" or "Civic Center" shall include the Juvenile Justice Project and the 2019B Project.

III.

The parties agree that the 2019B Project and the 2019B Bonds have been approved by each of them.

IV.

The term "Bonds" or "revenue bonds" as used in Sections III of the City-Commission Civic Center Lease Agreement shall be deemed to refer to, and be construed as referring to the 2019B Bonds.

V.

The City, the County and the Commission hereby agree, with respect to the 2019B Bonds, that: (a) the City shall be responsible for and pay annual rentals under the Agreements in an amount not less than the percent agreed to in (c) below of the amount necessary per year to pay the principal of and interest on all of the 2019B Bonds, when due; and (b) the County shall be responsible for and pay annual rentals under the Agreements in an amount not less than the percent agreed to in (c) below of the amount necessary per year to pay the principal of and interest on all of the 2019B Bonds, when due; and (c) the percents agreed to for the 2019B Bonds are as follows:

City Responsibility

0%

County Responsibility

100%

The City, the County and the Commission further agree that the percentage responsibility of the City and the County for the 2019B Bonds may, by agreement of the City, the County and the Commission, deviate by plus or minus 10 percentage points from the above percents as long as the total responsibility of the City and the County always equals 100%.

The City, the County and the Commission further agree that the percentage responsibility of the City and the County for any Outstanding Bonds or Additional Bonds (as both are defined in the Bond Resolution) has been and shall always be determined and agreed to on a case by case basis and the foregoing agreed to percentage responsibility shall not be controlling for any prior project or in any future determinations or agreements. The City and the County ratify and confirm their individual and separate liability and obligation to pay rentals to the Commission with respect to costs of operation, maintenance and repair of the Civic Center and the Hall of Justice including the Juvenile Justice Project provided, however, the costs of operation, maintenance and repair of the Juvenile Justice Project shall be allocated based upon the above percentage responsibility.

The City, County and Commission acknowledge and agree that there is a portion of the 2019B Project that is the subject of a Lease Agreement between the County and Metropolitan Utilities District of Omaha, and such Lease Agreement was assumed by the Commission, and the use of such portion of the 2019B Project for the term provided for in said Lease Agreement is not required by either the City or the County.

#### VI.

Supplemental to the Agreements in the form executed and as hereinbefore amended, or modified, and any provision thereof to the contrary notwithstanding, the City and the County each hereby agrees that, so long as any of the 2019B Bonds are outstanding and unpaid, or until due provision shall have been made for such payment in accordance with Article XI of the Bond Resolution, none of the Agreements may be terminated, nor may that part of the rentals and other payments owing to the Commission thereunder required for and attributable to the principal of and interest on the 2019B Bonds



be abated or reduced, for any reason whatsoever, including, without limitation, damage to or destruction of the Juvenile Justice Project, the Civic Center or the Hall of Justice, or failure of the Commission or of the County or of the City, as the case may be, to perform their respective duties under the Agreements as to operation, maintenance and repair of the Juvenile Justice Project, Civic Center or the Hall of Justice, as the case may be. The City, the County and the Commission further agree that this Agreement shall continue until (a) all of the Commission's liabilities have been met and all Bonds have been paid, in full, or such liabilities and Bonds have been otherwise discharged and (b) the governing bodies of the City and the County jointly have determined that the Commission is no longer needed, unless a change of law occurs that would allow the Commission to maintain its corporate existence while passing or vesting rights or properties to the City and/or County, so long as the liabilities and Bonds related to those rights or properties are met and fulfilled or the statutory requirements are met. Subject to the foregoing limitations on the termination of the Agreements and the abatement of reduction of rentals, the City and the County may enforce all their respective rights under the Agreements by such lawful proceedings as they deem advisable.

#### VII.

The Commission shall construct and keep the Juvenile Justice Project in a manner which shall be in compliance with all laws, rules and regulations, orders and ordinances of the City, and will not suffer or permit the premises to be used for any unlawful purpose, and County will protect the Commission and save it and the premises of the Juvenile Justice Project harmless from any and all fines and penalties that may result from or be due to any infractions of, or non-compliance with, the said laws, rules, regulations, orders

and ordinances to the extent that said fines and penalties are imposed due to the conduct or failure to act by the County. The City will protect the Commission as provided in this section for conduct or failure to act by the City. The County will protect the Commission as provided in this section for conduct or failure to act by the County. Commission will protect the City and County and save each and the premises of the Juvenile Justice Project harmless from any and all fines and penalties that may result from or be due to any infractions of, or non-compliance with, the said laws, rules, regulations, orders and ordinances to the extent that said fines and penalties are imposed due to the conduct or failure to act by Commission.

#### VIII.

The County shall have exclusive control and use of 100% of the Detention Center and will use all reasonable precautions to prevent waste, damage or injury to the Detention Center. All personal property including fixtures, equipment and other personal property in the Detention Center shall be at the risk of the County only and the Commission shall not become liable for any damage to such personal property.

#### IX.

The Commission, its agents or representatives, shall have the right to enter the premises of the Juvenile Justice Project at all reasonable times, to examine such premises. The County may identify certain areas in the Detention Center which require additional security and which may not be accessed.

#### X.

The Commission will maintain and clean the public space in the Justice Center. This shall include all common areas, hallways, elevator lobbies, and skywalks. The

County will maintain and clean all portions of the Detention Center which will include all common areas, hallways, elevator lobbies and skywalks. The County shall be responsible for placement and use of furniture, machinery, computers and other such items in the Juvenile Justice Project. The County shall protect, indemnify and hold Commission, its agents, contractors and employees harmless from and against any and all claims, actions, damages, injuries, liability and expense arising from or out of any occurrence in, about or in connection with, upon the area in the Juvenile Justice Project under its control, except for those claims, actions, damages, injuries, liability which arise out of the gross negligence of the Commission, its agents, contractors or employees or the negligence of others.

Commission shall protect, indemnify and hold County, its agents contractors and employees harmless from and against any and all claims, actions, damages, injuries, liability and expense arising from or out of any occurrence in, about or in connection with, upon the area in the Juvenile Justice Project under its control except for those claims, actions, damages, injuries, liability which arise out of the gross negligence of the County, its agents, contractors or employees or the negligence of others. Commission shall protect, indemnify, and hold City and County, its agents, contractors or employees harmless from and against any claims arising out of the original design or construction of the Juvenile Justice Project.

#### XI.

In the event any covenant, phrase, clause, paragraph, section, condition or provision contained in this supplemental agreement is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph,

section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

XII.

This Seventeenth Supplemental Agreement has been executed in several counterparts, each of which may be considered as an original.

IN WITNESS WHEREOF, the City of Omaha by its Mayor and City Clerk and The County of Douglas by its Chairman of its Board of Commissioners and County Clerk and the Omaha-Douglas Public Building Commission by its proper officers have each caused their respective names to be signed to this instrument and their respective seals to be affixed and attested thereto as of the day and year first above written.

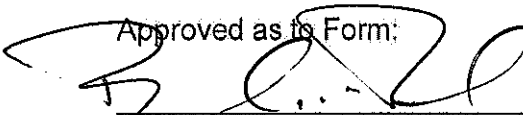
CITY OF OMAHA, NEBRASKA

ATTEST:

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Approved as to Form:

 5/29/19  
\_\_\_\_\_  
Assistant City Attorney

THE COUNTY OF DOUGLAS, NEBRASKA

ATTEST:

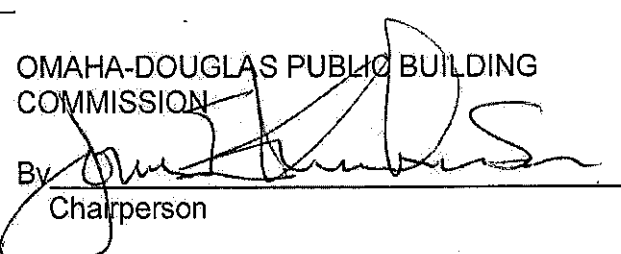
By \_\_\_\_\_  
Chairperson

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

Approved as to Form:

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

OMAHA-DOUGLAS PUBLIC BUILDING  
COMMISSION

By   
\_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
Secretary  
DOCS/2270357.3