

THIS AGREEMENT made and entered into this 24th day of February, 1959, by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the "City" and the County of Lancaster, Nebraska, hereinafter called the "County," is for the purpose of the establishment, operation and maintenance of the Lincoln City-Lancaster County Planning and Zoning Commission, hereinafter called the "Commission."

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The Lincoln City-Lancaster County Planning and Zoning Commission created by City Ordinance No. 6863 and County Resolution No. 1521 shall become effective on the 1st day of March, 1959. The present members of the City Planning Commission shall be members of the Commission. When permissible by law, the membership of the Commission shall be apportioned between the City and County in accordance with the laws of the State of Nebraska. The present staff of the City Planning Commission shall be the staff of the Lincoln City-Lancaster County Planning and Zoning Commission.

2. The City shall provide office space for the Commission.

3. In sharing the expense of the mutually approved Commission budget, the City shall pay eighty percent (80%) and the County twenty percent (20%), these percentages being determined after consideration of the population and area ratios of the two political areas. The remaining balance of the Commission's budget for the City fiscal year of 1958-59 shall be apportioned on the above basis. At the beginning of each City fiscal year, the County shall transmit its share of the Commission budget to the City. The City shall, at the end of the City fiscal year, inform the County of the balance in the Commission's budget, and the County's credit of the remaining balance. All financial and contractual transactions shall be handled by the City after approval by the Board of Commissioners.

4. In the event a contract with a consultant is entered into for the development of all or a part of a comprehensive plan for the City and County, or parts of the City and parts of the County, each unit of government shall contribute to the payment of said contract the amounts allocated to the City and the County by the consultant prior to entering into said contract.

5. The Commission and its staff shall be available to the County on request of the County Commissioners.

6. In the event the combined Commission is dissolved, the furniture and equipment obtained after its formation shall be returned to each unit of government on the basis of the money contributed to the Commission's budget.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written. (City Contract; February 24, 1959; County Contract; February 24, 1959).