**CONTRACT FOR PROVISION OF SERVICES**
**BY THE**
**CITY OF LINCOLNTON POLICE DEPARTMENT**

**This contract for the provision of services is entered into by and between the City of Lincolnton Police Department (hereinafter referred to as LPD) and the Lincolnton Housing Authority (hereinafter referred to as LHA); and in consideration for their mutual agreements contained herein, the parties agree as follow:**

1. **LPD shall furnish police officers, vehicles, and related equipment and supplies to patrol the property of the LHA and surrounding neighborhoods, on a schedule to be developed by the Chief of Police in agreement with the Executive Director of the LHA. This patrol will be in addition to, and supplement of, regular duty patrol and service provided by the LPD as outlined in the Cooperative Agreement between the Lincolnton Housing Authority and the City of Lincolnton. Written records, time sheets, and other documentation will be available to the Housing Authority to verify expenditures. The patrol will be in the form of the officers providing traditional Community Policing by foot patrols, resident meetings, traffic checks, bicycle patrols that goes beyond mere patrol car ride through.**

2. **The term of this contract will be for 6-14-24 through 6-15-25 or until total expenditure in the amount of $8,000.00 has exhausted, whichever comes first.**

3. **The contract is in the amount of $8,000.00, to be expended at the discretion of the Chief of Police based on the assigned officer's individual rate at time and one-half pay scale with a maximum limit for this special assignment duty. The maximum earnings shall be $40.00 per hour for any officer (this does not include benefits as discussed hereinbelow).**

4. **The LHA agrees to reimburse the City of Lincolnton actual cost of wages at the time and one-half pay rate applicable to the individual officer assigned, incurred in the provision of these services. This shall include wage related costs of employer retirement and social security contributions.**

5. **It is understood that, from time to time, the Chief of Police may assign Auxiliary Police Officers to this duty. These officers will be paid by the City at a rate reasonable and customary to be determined by the Chief of Police. The City shall be reimbursed for this cost by the LHA.**

6. **LHA agrees to and understands that there are relevant federal and state laws, regulations, and policies of LPD, which apply to the work to be performed under this contract; LHA agrees to abide by all of the said laws, regulations and policies as applicable.**

7. **Each party agrees to indemnify the other and to hold the other party harmless from all liability (including liability for reasonable attorney's fees and other costs of defense of any action or claim) for any claim, suit or demand, which may arise from its own negligence and/or intentional wrongful acts and/or omissions. In addition, each party agrees to maintain liability insurance to provide coverage against such liability.**

8. **Termination:**
    A. **This contract may be terminated in whole or part:**

        1. **Upon mutual consent of either party or 30 days after one of the contracting parties gives notice of termination; or**

        2. **Upon expiration of funds to provide for said services on the part of LHA and/or lack of funding to provide the infrastructure to support the services on the part of LPD.**

9. **This contract contains the entire agreement of the parties.**

**In witness whereof, the parties have caused this contract to be signed by their respective authorized officials (s) on the date set forth below.**

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| _____ | _____ |
| **Ritchie Haynes** | **Barbara Bynum** |
| **City Manager** | **Executive Director** |
| **City of Lincolnton** | **LHA** |

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**Brian Greene**
**Interim Chief of Police**

**Date**_____