FREDERICK POLICE DEPARTMENT EXTRA-DUTY EMPLOYMENT LIABILITY AGREEMENT

THIS Agreement is made this \_\_\_\_ day of \_\_\_\_\_\_ **, 20\_\_** by and between the City of Frederick, Maryland (hereinafter the “City”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Frederick, Maryland 21701** (hereinafter the “Employer”).

WHEREAS, Employer desires to retain the services of: officer/officers (hereinafter the “Employees”) of the Frederick Police Department (hereinafter the “Department”), an agency of the City, and Employees desire to work for Employer while off-duty from the Department; and

WHEREAS, Employees will be performing the following services on behalf of the Employer: **General Security** ; and

WHEREAS, Employer shall compensate Employees for such services performed on behalf of Employer at the rate of  **Forty-five**  Dollars **($ 45**  ) per hour; and a Minimum of (4) four Hours.

WHEREAS, as a condition of employment by Employer, Employees will be utilizing the following equipment of the Department: **Uniform and required equipment, and marked police car if available**; and

WHEREAS, pursuant to the Department’s General Orders, Employees may not work for Employer, or use any equipment or resources of the Department while working for Employer, without the prior consent and approval of the City and the Chief of the Department; and

WHEREAS, Employer hereby acknowledges and recognizes that, at all times, Employee’s primary responsibility is to the City and the Department, and that, as a result, in the event of an emergency or exigent circumstances, Employees may be required by the City or the Department to cease temporarily his or her employment on behalf of Employer in order to assume duties on behalf of the City; and

WHEREAS, at all times the Employees are responsible for and required to comply with the Department’s General Orders; and

WHEREAS, Employees may, in the furtherance of duties for the Employer, perform police functions and other services which may cause others to believe that Employees are acting as an agent or officer of the City and, consequently, as a condition of the above referenced permission, the City requires certain protection against potential liability.

NOW THEREFORE, in consideration of the premises, and the mutual promises set forth herein, and of the permission granted by the City to permit Employees to perform the services desired by the Employer, the receipt and sufficiency of which consideration is hereby acknowledged, the parties do hereby agree as follows:

1. The City shall authorize Employees to work for Employer while off-duty from the Department to perform the aforementioned services and to perform such lawful duties and functions as reasonably requested by Employer as permitted herein.

2. Employer shall compensate Employees directly for any and all services performed or rendered on behalf of Employer at the aforementioned hourly rate, including but not limited to, any court appearance by Employees for incidents arising out of or incident to Employee’s employment with Employer, and Employer further shall assume full responsibility for the withholding and payment of any federal and state taxes and F.I.C.A. payments arising from or incident to said employment of Employees.

3. Employer shall, at its sole expense, fully indemnify, defend, and hold harmless the City and the Department, and in their capacity as such, the officers, agents, and employees thereof, from and against any and all claims, suits, actions, liability, and judgments for damages:

a. For actual or alleged injury or damage to persons or property, including but not limited to loss of use of property, whether or not such property is physically damaged or destroyed, in any way arising out of or through, or alleged to arise out of or through, the acts or omissions of Employees occurring while Employees are employed by or acting on behalf of Employer; and

b. For actual or alleged injury to the person or property of Employees, including but not limited to, accidental personal injury, as defined in the Annotated Code of Maryland, Labor and Employment Article, Section 9-101(b), the Maryland Workers’ Compensation act, as from time to time amended,

if the claim, suit, action, liability, or judgment is related in any manner to Employee’s employment by Employer or to the services rendered by Employees to or on behalf of Employer or where it is alleged that Employee was a dual agent, servant and / or employee of the Frederick Police Department and the Extra-duty Employer, or where it is alleged that the Employee was solely an agent, servant, and / or employee of the Extra-duty Employer.

4. Nothing contained herein shall be deemed to prevent the parties indemnified and held harmless herein from participating in the defense of any litigation through their own counsel at Employer’s expense. Such participation shall not under any circumstances relieve Employer from its duty to defend against liability or to pay the cost of any judgment entered against such party.

5. As a part of the indemnification provided in paragraph 3, but without limiting such indemnification, Employer shall maintain and keep in full force and effect during the term of this Agreement, at Employer’s expense, a policy of general liability insurance in an amount not less than One Million Dollars ($1,000,000) per occurrence; covering Employees for any injury or damages to persons or property arising out of or incident to any acts or omissions of Employee which are related in any manner to Employee’s employment by Employer or to the services rendered by Employee to or on behalf of Employer. Employer shall deliver to the City copies of policies of such insurance or certificates evidencing proof of such insurance coverage.

6. As a part of the indemnification provided in paragraph 3, but without limiting such indemnification, Employer shall maintain and keep in full force and effect during the term of this Agreement, at Employers expense, a policy of workers compensation insurance covering employees for accidental personal injury occurring in the scope of Employee’s services for Employer. Employer shall deliver to the City copies of policies of such insurance or certificates evidencing proof of such insurance coverage. Employer further agrees to notify the City of any and all injuries suffered or alleged to have been suffered by Employees in the scope of Employee’s services for or on behalf of Employer.

7. Employer hereby acknowledges that permission granted to Employees by the City to work for Employer may be revoked by the City at any time if the City determines, in its sole discretion, that the Employees work for Employer is in conflict with or inconsistent with his duties as an employee of the City.

8. The City will incur no expenses as a consequence of Employees working for Employer. The City will not pay for Employee’s court appearances on behalf of Employer.

9. If either party to this Agreement brings an action to enforce the terms hereof, the prevailing party shall be entitled to reasonable attorney’s fees.

10. No waiver by the City or Department of any term, provision or condition of this Agreement shall be deemed to constitute a waiver of any subsequent breach thereof, or a waiver of a breach of any other term, provision or condition herein contained. No term, provision or condition of this Agreement shall be deemed to have been waived by the City or the Department, unless such waiver shall be in writing and signed by the City.

11. This Agreement may not be assigned by Employer or Employees.

12. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Maryland.

13. If any term, provision or condition of this Agreement or the application thereof shall to any extent be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. This Agreement contains the entire Agreement between the parties, and any Agreement hereafter made shall be ineffective to change, modify, discharge, or effect an abandonment in whole or in part unless such Agreement shall be in writing and signed by the party against whom enforcement of the change, modification, discharge, or abandonment is sought.

15. This Agreement shall terminate one (1) year from the date of its execution, unless terminated sooner as provided herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

WITNESS/ATTEST: THE CITY OF FREDERICK,

MARYLAND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: Colonel E. Hargis\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Signature)

FOP OFF Duty Coordinator Chief of Police, Frederick Police Department

SGT. M. Carrado/

OFC. A. Antczak

WITNESS/ATTEST: EMPLOYER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Signature)

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Name and Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Business

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Address and

Telephone Number