NON RETIREE EMPLOYMENT AGREEMENT

BETWEEN

**MAYOR AND CITY COUNCIL OF BALTIMORE,**

**PROVIDE SPECIFIC DEPARTMENT/AGENCY**

**AND**

**EMPLOYEE’S NAME**

**This Agreement** (this “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between the **MAYOR AND CITY COUNCIL OF BALTIMORE**, a municipal corporation of the State of Maryland, acting by and through the Provide Specific Department/Agency (the “City”), and **EMPLOYEE’S NAME** (the “Contractual Employee”).

**RECITALS**

**WHEREAS**, the City has a need for a Contractual Employee to Provide a general statement on behalf of the Provide Specific Department/Agency (the “Department”);

**WHEREAS**, the Contractual Employee possesses skills and experience which qualify him/her to perform in this capacity;

**WHEREAS**, the hiring of the Contractual Employee is temporary in nature; and

**WHEREAS**, it is in the best interest of the parties to enter into this Agreement.

**Now, therefore,** in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **PURPOSE:** 
   1. The City hereby agrees to hire the Contractual Employee as a Position Title for the Department, and the Contractual Employee hereby agrees to accept the position for that purpose and to perform the services described below.
2. **SCOPE OF SERVICES:**
   1. The Contractual Employee shall perform the services as described in **Exhibit A,** which is attached hereto and made a part of this Agreement.
3. **PROFESSIONAL RESPONSIBILITY:**
   1. The Contractual Employee is responsible for the quality and quantity of services performed under this Agreement.
   2. The Contractual Employee, in providing services hereunder, shall abide by all Federal, State and local statutes, ordinances, rules and regulations, applicable codes of ethics, as well as City policies now in force or hereinafter enacted.
   3. The Contractual Employee shall not assign his/her duties and responsibilities under this Agreement.
4. **TERM:**
   1. The term of this Agreement shall be for a period of Enter Duration, beginning on the date of approval by the Board of Estimates of Baltimore City (the “Board”), unless terminated sooner in accordance with this Agreement.
5. **COMPENSATION:**
   1. Amount. The City shall compensate the Contractual Employee for satisfactory performance of services described in **Exhibit A** herein, in an amount not to exceed Dollars ($ .00) for the term of this Agreement.
   2. Administrative Manual. This Agreement shall comply with the Administrative Manual, Policy No. 212-1, Part II.
   3. Rate. The Contractual Employee shall be paid at the rate of Dollars ($ .00) per hour, not to exceed a maximum of Number of Hours ( ) hours per year. The parties agree that the amount of consideration in this Agreement constitutes a maximum figure.
   4. Withholding. The Contractual Employee shall be paid for actual hours worked, payable in bi-weekly payments upon approval of submitted time sheets. The Contractual Employee agrees that the City shall withhold payroll taxes and FICA taxes as required by applicable Federal and State law, and shall issue a W-2 form for him/her at the end of each tax year.
6. **VACANCY:**
   1. It is agreed by both parties that the Contractual Employee is not filling a present vacancy and that the position is not permanent.
7. **BENEFITS:**
   1. Except as expressly stated in this Agreement, the Contractual Employee shall not be entitled to any benefits whatsoever including, but not limited to, health/welfare benefits, paid holidays, death benefits, vacation leave, personal or sick leave benefits, compensatory time, accumulation of leave or retirement benefits, but shall be covered by the provisions of the State's Worker’s Compensation Law. If the provisions of the Patient Protection and Affordable Care Act as amended are applicable and with the prior approval of the City, the Contractual Employee may be permitted to enroll in one of the City’s health and prescription drug plans. The Contractual Employee will not be represented by an employee's union or professional association for services rendered pursuant to this Agreement.
8. **TERMINATION:**
   1. Termination for Convenience.Either party may terminate this Agreement at will, at any time, by giving to the other party written notification at least ten (10) days prior to termination. If this Agreement is terminated by either party, as provided herein, the Contractual Employee will be paid a pro rata amount based upon the actual hours worked through the effective date of termination. The City shall not be obligated to pay for any services provided by the Contractual Employee after the effective date of termination pursuant to this section.
   2. Termination for Cause. If the Contractual Employee shall fail to fulfill in a timely manner and proper manner his/her obligations under this Agreement, or if the Contractual Employee shall violate any of the covenants, terms or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement immediately by giving written notice to the Contractual Employee of such termination and specifying the effective date thereof. Final payment shall be based on actual hours of satisfactory performance, and in no case shall the City be obligated to pay for any services provided by the Contractual Employee after the effective date of termination.
9. **MODIFICATIONS AND AMENDMENTS:**
   1. Any and all modifications to the provisions of this Agreement must be in writing, signed by the parties, and approved by the Board.
10. **MISCELLANEOUS PROVISIONS:**
    1. No Waiver. A party’s failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement.
    2. Severability. Each provision of this Agreement shall be deemed to be a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions or of this Agreement, which shall remain in full force and effect.
    3. Governance. This Agreement is made in the State of Maryland and shall be governed by the laws of the State of Maryland, including the applicable statute of limitations, without regard to the conflict of law rules. The legal venue of this Agreement and any disputes arising from it shall be settled in Baltimore City, Maryland. The Contractual Employee hereby irrevocably waives any objections and any right to immunity on the ground of venue or the convenience of the forum, or to the jurisdiction of such courts or from the execution of judgments resulting therefrom.
    4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective personal and legal representatives, successors, guardians, heirs and permitted assigns of the parties hereto and all persons claiming by and through them.
    5. Notice.
       1. All notices, requests, claims, demands and other communications required or permitted under this Agreement (collectively, “Notices”) shall be in writing and be given (i) by delivery in person, (ii) by a nationally recognized next day courier service, (iii) by registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as either party may specify in writing to the following:

|  |  |
| --- | --- |
| **FOR THE CITY:**  Director’s Name, Title  Name of Department/Agency  Address  City, State Zip Code  Email | **FOR THE CONTRACTUAL EMPLOYEE:**  Employee’s Name  Address  City, State Zip Code  Email |

* + 1. All Notices shall be effective upon receipt by the party to which notice is given.
  1. Gender. Words of gender used in this Agreement may be construed to include any gender; words in the singular may include the plural of words, and vice versa.
  2. Headings. Any heading of the paragraphs in this Agreement is inserted for convenience and reference only, and shall be disregarded in construing and/or interpreting this Agreement.
  3. Multiple Copies. This Agreement may be executed in any number of copies and each such copy shall be deemed an original.
  4. Recitals. The recitals are hereby incorporated as part of this Agreement.
  5. Interpretation. In the event of an ambiguity or question as to the meaning of any provision of this Agreement, or a conflict, or inconsistency between similar terms, conditions, or language between or within this Agreement and the provisions of any exhibit or schedule attached hereto or any document referred to herein, the interpretation placed thereon by the City shall be final and binding on the parties hereto, provided that any such interpretation shall not be unreasonable.
  6. Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
  7. Entire Agreement. This Agreement constitutes the entire, full and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein. The parties do not intend to sign this Agreement under seal to make it a specialty under Maryland law and hereby agree to impose the standard statute of limitations on this Agreement.
  8. Null and Void. Should this Agreement not be approved by the Board, it shall be considered null and void.

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**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the day and year first above written.

**ATTEST MAYOR AND CITY COUNCIL OF BALTIMORE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Custodian of the City Seal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WITNESS EMPLOYEE’S NAME**

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

**APPROVED AS TO FORM APPROVED BY THE BOARD OF ESTIMATES**

**AND LEGAL SUFFICIENCY**

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

Assistant Solicitor Clerk Date

Being page of an Agreement by and between the Mayor and City Council of Baltimore and the Contractual Employee.

**EXHIBIT A**

**SCOPE OF SERVICES**

The Contractual Employee shall perform the following services in accordance with this Agreement: