



**APPLICATION FOR APPOINTMENT AS COURT OFFICER
PURSUANT TO MCR 3.106 – INDEPENDENT CONTRACTOR
EQUAL OPPORTUNITY**

Court Address

2 Woodward Avenue, Suite 742, Detroit, MI 48226

Phone No.

(313) 224-5262

Appointment Period: _____ to _____ (Not to exceed 2 years)

Renewal Application? ☐ Yes ☐ No

***All questions must be answered and please print.**

General Information

Date: _____ Social Security No.: _____ Date of Birth: _____

Driver's License No. _____

Last Name: _____ First: _____ Middle: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Cell No.: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____
(to be on court website) _____ Fax No.: _____

Email (to be on court website): _____

1. Are you authorized to work in the United States? ☐ Yes ☐ No
Please submit copies of you driver's license and social security card.

2. Are you a resident of the State of Michigan? ☐ Yes ☐ No

3. Are you over 18 years of age? ☐ Yes ☐ No

4. Did you graduate high school or obtain a G.E.D. certificate? ☐ Yes ☐ No

5. Specify the types of service you are requesting:

☐ General Process

- ☐ FOC Initial Service of Process
- ☐ FOC Show Cause Docket Service of Process
- ☐ FOC Special Project Service of Process
- ☐ FOC Alternate Service of Process
- ☐ Distribution of Fliers and Literature
- ☐ Civil
- ☐ Juvenile Section Service of Process

☐ Orders for Seizure of Property

- ☐ FOC
- ☐ Civil

☒ Other services the court may require

6. List all courts in which you are currently appointed to serve process or seize property under MCR 3.106. Include the name of the court, the date(s) of appointment, the approximate expiration date of the appointment, and the nature of services you performed, are performing or are authorized to perform.

<u>Court</u>	<u>Appointment</u> (From: To:)	<u>Services Performed</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
(Use Separate Sheet, If Needed)		

7. List all counties in which you are currently deputized to serve process or seize property under MCR 3.106. Include the name of the department, the date(s) of appointment, the expiration date of the appointment, and the nature of services you performed, are performing or are authorized to perform.

<u>Court</u>	<u>Appointment</u> (From: To:)	<u>Services Performed</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
(Use Separate Sheet, If Needed)		

8. List all previous court appointments where you were appointed to serve process or seize property under MCR 3.106 (excluding current court appointments). Include the name of the court, dates of appointment and the services you performed.

<u>Court</u>	<u>Appointment</u> (From: To:)	<u>Services Performed</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
(Use Separate Sheet, If Needed)		

9. List all previous counties that you were deputized to serve process or seize property under MCR 3.106 (excluding current counties where you are deputized). Include the name of the department, the dates of appointment and the services you performed.

<u>Court</u>	<u>Appointment</u> (From: To:)	<u>Services Performed</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
(Use Separate Sheet, If Needed)		

10. Have you ever been denied appointment or re-appointment as a court officer or had your appointment or employment revoked or terminated by any court? ☐ Yes ☐ No
(If yes, provide details on a separate sheet).
11. Have you ever been convicted of a felony (or misdemeanor within the last 10 years)?
☐ Yes ☐ No (If yes, provide details on a separate sheet).
12. Have you had a civil judgement (excluding civil infractions) entered against you in the past ten years?
☐ Yes ☐ No (If yes, provide details on a separate sheet).
13. Are any lawsuits pending or have there been any lawsuits or judgments filed against you as a result of your duties as a Court Officer, Bailiff or Deputy? ☐ Yes ☐ No
(If yes, provide details on a separate sheet).
14. Have you ever filed for bankruptcy? ☐ Yes ☐ No
(If yes, provide the date of filing, name of court, case number and relevant details).
15. Do you have a permit to carry a concealed weapon? ☐ Yes ☐ No
If yes,
a. Attach a copy of your CCW Permit
b. Do you or would you carry a weapon in the course of your duties as a Court Officer?
☐ Yes ☐ No
16. Have you ever had a complaint against you filed with a court or a law enforcement agency regarding the use of your weapon during the performance of your duties as a Court Officer?
☐ Yes ☐ No
17. Have you ever had your license to carry a concealed weapon revoked?
If yes, please state the date and describe the circumstances of the incident(s).

18. List any special skills, training or certifications that are related to this appointment:

19. List any professional organizations to which you belong that are related to this appointment:

20. Were you in active U.S. Military Service? ☐ Yes ☐ No

If yes, type of separation: _____

21. When are you available to begin an appointment as a Court Officer?

☐ Immediately ☐ Need notice, time required _____

22. Why do you want to enter into an agreement to perform the services of a Court Officer?

Education

School	Name of School	Location City/State	Highest Year Completed	Major, Degree, Credential(s)	Graduate?
High School			1 2 3 4		
College					<input type="checkbox"/> Yes <input type="checkbox"/> No
Post-Graduate					<input type="checkbox"/> Yes <input type="checkbox"/> No

Employment History

Name of Employer: _____

Address: _____ Phone No.: _____

Start Date: _____ End Date: _____

Supervisor/Contact Person: _____

Position Held: _____ Main Duties: _____

If no longer employed, reason for leaving? _____

Name of Employer: _____

Address: _____ Phone No.: _____

Start Date: _____ End Date: _____

Supervisor/Contact Person: _____

Position Held: _____ Main Duties: _____

If no longer employed, reason for leaving? _____

Name of Employer: _____

Address: _____ Phone No.: _____

Start Date: _____ End Date: _____

Supervisor/Contact Person: _____

Position Held: _____ Main Duties: _____

If no longer employed, reason for leaving? _____

23. Give the name, address, email address, and telephone numbers of three references and explain your relationship with each individual. If possible, each reference should be from courts or law firms for which you have served process or worked as a Court Officer.

24. Give the name, address, email address and telephone number of any individual or entity who regularly performs Court Officer-related services for you.

25. For each item listed below. Provide the name, address, email address, telephone number of the individual or entity you use or will use most often on orders for the seizure of property or evictions issued out of this court.

Towing:

Storage:

Locksmith:

26. If currently under appointment with another court(s), may we contact the court(s) with which you are under appointment?
☐ Yes ☐ No

27. Name of relative(s) employed with this court, if applicable:

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PLEASE READ BEFORE SIGNING THE CERTIFICATION AND AGREEMENT. IF YOU HAVE ANY QUESTIONS, CONSULT THE COURT OR YOUR ATTORNY.

APPLICANTS CERTIFICATION AND AGREEMENT

I hereby authorize an investigation of my past employment/contract activities and statements contained in this application and specifically authorize the court to consult with all third parties with whom or which I have been associated concerning my qualifications, or with any third parties who may have information bearing thereon and to receive and utilize any information which may be material to my qualifications; and I hereby release all third parties who provide information to the court with or without notice to me, from any and all liability for the transmittal of any information bearing on my qualifications, in connection with any such request. I further authorize the court to secure a copy of any criminal, driving, court or credit record about me at any time before or during any appointment as a Court Officer and to conduct whatever investigation the court deems appropriate.

I further authorize and release the court from all liability for forwarding to any other entity to which I may apply for employment, any information concerning me or my qualifications as the court has at the time of my application for appointment or hereafter acquires. I further release from all liability any and all third parties for any statements made or any action taken in connection with this application or any other applications made simultaneously herewith, or in connection with any other form of review of my qualifications. I hereby waive on behalf of the court and any and all third parties any and all notice(s) to which I would otherwise be entitled.

I certify that all information submitted by me in this application is true and correct and understand if any such information is found to be false or otherwise in correct or incomplete, it may result in termination of the independent contractor relationship I wish to establish with the court, at the sole discretion of the court.

I certify and agree that if I am chosen to provide Court Officer services for the court, I will not be an employee of the court, but will be an independent contractor.

I understand that I could be removed from the Independent Contractor list if I do not comply with the Third Judicial Circuit of Michigan Independent Contractor Agreement for Court Officer, Third Judicial Circuit of Michigan policy 3CC-P02-0001 and State of Michigan guidelines; or if there are complaints in the quality, integrity and timeliness of Independent Contractor services.

I hereby acknowledge that I have read the above statements and understand same.

Date

Signature

Pursuant to MCR 3.106, attach the following supporting documentation:

- ☐ Criminal History/Fingerprint/Credit Check Form (3CC-AD-7002).
- ☐ Provide 3 professional references.
- ☐ Completed Independent Contractor Agreement for Court Officer (3CC-AD-7000).
- ☐ Bond requirement met and provide proof. Trial Court Performance Bond Requirements:
<https://www.courts.michigan.gov/48ffb0/siteassets/court-administration/resources/performbond.pdf>
- ☐ Copy of Driver's License.
- ☐ Copy of Social Security card.
- ☐ Proof of Deputization, if applicable.
- ☐ Copy of CCW permit, if applicable.

Applications will be considered in the order received. Applications must be submitted to the Court's General Counsel's Office at: 2 Woodward Avenue, Suite 742, Detroit, MI 48226 or via email at ogc@3rdcc.org.



INDEPENDENT CONTRACTOR AGREEMENT FOR COURT OFFICER

Court Address

2 Woodward Avenue, Suite 742, Detroit, MI 48226

Phone No.

(313) 224-5262

This Independent Contractor Agreement for Court Officers (hereinafter "AGREEMENT") is made between

_____ (full name)

_____ (d/b/a)

_____ (business address)

_____ (city/state/zip)

_____ (business telephone number)

_____ (cell telephone number)

_____ (business fax number)

_____ (email address)

_____ (home address)

_____ (city/state/zip)

_____ (home telephone number)

_____ (home fax number)

_____ (tax identification number)

(hereinafter "INDEPENDENT CONTRACTOR" and Third Judicial Circuit of Michigan (hereinafter "COURT").

RECITALS

WHEREAS, the COURT is organized under the Michigan Constitution of 1963, the Michigan Public Acts and/or the Michigan Rules of Court for the performance of judicial/governmental functions;

WHEREAS, a series of Michigan statutes and court rules, including but not limited to MCL 600.1908 and MCR 3.106, have authorized the COURT to appoint Court Officers to perform certain services for the COURT, including but not limited to execution on judgments pursuant to MCL 600.6001, et al.;

WHEREAS, INDEPENDENT CONTRACTOR wishes to conduct business by performing or employing suitable individuals to perform services for the COURT on an as-needed basis and in conformity with the Michigan Constitution, all applicable Michigan statutes and court rules and any rules or guidelines promulgated or set forth by the COURT, as same may be modified from time to time;

WHEREAS, the parties hereto wish to enter into an agreement for INDEPENDENT CONTRACTOR to provide the COURT services as a Court Officer, as set forth, explained, defined and established by the Michigan Compiled Laws and the Michigan Court Rules, as well as any other additional rules or procedural requirements promulgated or set forth by the COURT, which rules, statutes and court rules may be amended from time to time, and;

WHEREAS, the parties hereto deem it essential, as well as mutually beneficial to their respective interests to establish and maintain an independent contractor relationship;

NOW, THEREFORE, it is agreed as follows:

1. TERM OF AGREEMENT

- 1.1** This AGREEMENT will be deemed to have been awarded, and will be binding upon the Court only after it has been signed by all parties.
- 1.2** The INDEPENDENT CONTRACTOR will have no authority to start work, no payments will be authorized by the COURT, and the COURT will not be liable for any materials purchased or services rendered by the INDEPENDENT CONTRACTOR prior to the award of this AGREEMENT.
- 1.3** This Agreement shall commence at 12:01 a.m. on _____, 20____ and shall end at 12:00 midnight on September 30, 20____.
- 1.4** This Agreement will not automatically be renewed upon completion of the term of this Agreement. The COURT shall, in its sole and complete discretion, have the option to offer INDEPENDENT CONTRACTOR a chance to renew this Agreement for a period of time up to two years, however the court officer must re-apply and request appointment.

2. INDEPENDENT CONTRACTOR

- 2.1** INDEPENDENT CONTRACTOR is an independent contractor, not an employee of the COURT. The COURT is interested only in the results obtained by INDEPENDENT CONTRACTOR; provided INDEPENDENT CONTRACTOR operates within the requirements and constraints of Michigan and federal law, including by way of example and not by limitation MCR 3.105 and MCR 3.106. No liabilities or benefits, either expressed or implied, shall arise or accrue to either party other than those expressly set forth in this AGREEMENT. INDEPENDENT CONTRACTOR shall have sole control of the manner and means of performance under the Agreement. Unless the COURT terminates the relationship altogether by exercising its right to terminate this Agreement, the COURT shall not have the right to require INDEPENDENT CONTRACTOR or INDEPENDENT CONTRACTOR's employees, agents or subcontractors to do anything that would jeopardize the relationship or status of INDEPENDENT CONTRACTOR.
- 2.2** INDEPENDENT CONTRACTOR and its employees, agents or subcontractors are prohibited from representing him/her or itself as an employee of the COURT.
- 2.3** The COURT does not accept responsibility for and shall not be liable for the acts of either INDEPENDENT CONTRACTOR or INDEPENDENT CONTRACTOR's officers, agents, employees or subcontractors. INDEPENDENT CONTRACTOR agrees to hold the COURT

harmless for all acts of INDEPENDENT CONTRACTOR and its officers, agents, employees and subcontractors.

- 2.4** INDEPENDENT CONTRACTOR does not have, nor shall INDEPENDENT CONTRACTOR hold itself out as having, any right, power or authority to create any contract or obligation, expressed or implied, on behalf of, in nature of, or binding upon the COURT unless the COURT shall specifically consent thereto in writing. However, INDEPENDENT CONTRACTOR is authorized under this Agreement to perform the services of a Court Officer for the COURT on an as-needed basis.
- 2.5** INDEPENDENT CONTRACTOR covenants that he/she/it desires to be an INDEPENDENT CONTRACTOR and specifically waives any and all statutory and common law rights that he/she/it would be provided if he/she/it were considered an employee or prospective employee under local, state or federal law.
- 2.6** Nothing in this Agreement shall be construed as preventing INDEPENDENT CONTRACTOR from working for, providing services to or entering into service contracts with other entities, courts, litigants, lawyers, businesses, sheriff's offices, state or local governments, corporations or the general public. The COURT shall not be a party to, and expressly disclaims any interest in any contract made by INDEPENDENT CONTRACTOR to which the COURT is not a signatory.

3. SERVICES PROVIDED

- 3.1** INDEPENDENT CONTRACTOR, for the period of this Agreement, shall have the opportunity to Provide the COURT, on an as-needed basis, the services of a Court Officer as such services are set forth and defined by Michigan Statutes and court rules. The INDEPENDENT CONTRACTOR shall complete Addendum A specifying which assignments the INDEPENDENT CONTRACT shall accept, i.e. Juvenile Section Service of Process, FOC Initial Service of Process, etc.
- 3.2** On occasion, the INDEPENDENT CONTRACTOR may be called on to testify in court as to matters within the scope of his/her duties. The INDEPENDENT CONTRACTOR shall appear in court on those occasions. No additional compensation will be provided for court appearances.

4. COMPENSATION

- 4.1** INDEPENDENT CONTRACTOR shall receive no salary or wage from the COURT. Compensation for the services provided by INDEPENDENT CONTRACTOR will be paid at the rates in this AGREEMENT as allowed by MCL 600.2559(7). In order to receive statutory fees, INDEPENDENT CONTRACTOR must, upon request, produce a particularized accounting of all the fees claimed, specifying for what they respectfully accrued. INDEPENDENT CONTRACTOR shall further provide receipts for all expenses claimed. INDEPENDENT CONTRACTOR and not the COURT, is responsible for all expenses not referred to in the above-mentioned statutes.
- 4.2** Provided such contracts are consistent with Michigan law, INDEPENDENT CONTRACTOR may make individual contracts with litigants, attorneys, businesses, corporations or members of the general public. The COURT shall not be made a party to, and shall have no interest in, any contract INDEPENDENT CONTRACTOR may make with any other individual or entity.

To the extent the COURT pays INDEPENDENT CONTRACTOR statutory or other fees for any services INDEPENDENT CONTRACTOR may perform under this Agreement, the COURT shall not withhold any federal, state or local income taxes, social security taxes, or other deductions required by either local, state or federal governments from the statutory fees remitted to INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR bears the sole responsibility for reporting and sending to the appropriate entity any required federal, state or local income

tax. The COURT shall provide INDEPENDENT CONTRACTOR with an Internal Revenue Service Form 1099, MISC at the end of each calendar year. In light of INDEPENDENT CONTRACTOR's status as an independent contractor, the COURT cannot and does not provide workers' compensation or unemployment insurance for INDEPENDENT CONTRACTOR or its employees, agents or subcontractors. INDEPENDENT CONTRACTOR shall bear sole responsibility to provide workers' compensation and unemployment insurance for its employees and agents.

5. METHOD OF PAYMENT

- 5.1** It shall be the responsibility of the INDEPENDENT CONTRACTOR to initiate payments by completing a service voucher signed by the Chief Judge or the Executive Court Administrator and/or their designees. The INDEPENDENT CONTRACTOR shall use the means designated by the Chief Judge or the Executive Court Administrator and/or their designees to submit their service vouchers for payment.
- 5.2** All vouchers must be submitted within thirty (30) days of the performance of services for which payment is requested, or the claimed payments will be deemed not payable by the COURT.

6. POWERS AND DUTIES OF THE COURT

- 6.1** Provided that INDEPENDENT CONTRACTOR shall comply with all applicable laws and court rules, including by way of illustration, not by limitation, MCR 3.105, MCR 3.106; MCL 600.1422; MCL 600.1910; MCL 600.2525, MCL 600.6002 and MCL 600.6010, as same may be amended from time to time, the COURT does not retain the right to control or direct INDEPENDENT CONTRACTOR's activities or the performance of any service undertaken for the COURT By INDEPENDENT CONTRACTOR.
- 6.2** The COURT is not responsible for training INDEPENDENT CONTRACTOR or any employee of INDEPENDENT CONTRACTOR. The INDEPENDENT CONTRACTOR shall devote such time, attention, skill, knowledge, and professional ability as is necessary to most effectively, efficiently, diligently, and responsibly provide the COURT with the services of a Court Officer on an as-needed basis, and in compliance with statutory and court rule requirements.
- 6.3** The COURT shall not provide the INDEPENDENT CONTRACTOR with an office or with any work space, or with the tools, vehicles, or equipment the INDEPENDENT CONTRACTOR may need to perform the duties of a Court Officer. The INDEPENDENT CONTRACTOR shall bear the sole responsibility for providing any and all tools, vehicles, or equipment needed to perform the duties of a Court Officer. The COURT shall provide the INDEPENDENT CONTRACTOR with a badge, identifying him/her as a Court Officer. The INDEPENDENT CONTRACTOR shall solely possess, and be able to display and produce his/her COURT issued badge at all times while performing services as a Court Officer under the terms of this AGREEMENT.
- 6.4** The COURT shall not have authority to require INDEPENDENT CONTRACTOR and INDEPENDENT CONTRACTOR is not obliged to devote his/her/its efforts to the Court on a full-time basis.
- 6.5** The COURT shall not provide INDEPENDENT CONTRACTOR with an office or with work space.
- 6.6** Provided that INDEPENDENT CONTRACTOR shall comply with applicable law, including by way of illustration and not by limitation MCR 3.105 and MCR 3.106, the COURT shall not have authority to order INDEPENDENT CONTRACTOR to perform his/her/its services in any particular order or sequence.

- 6.7** The COURT shall not require INDEPENDENT CONTRACTOR to prepare or submit reports to the COURT, other than those detailed in this AGREEMENT, provided, however, that INDEPENDENT CONTRACTOR shall be required to comply with applicable laws and court rules, including by way of illustration and not by limitation MCR 3.106, MCL 600.6001; MCR 8.204, MCR 2.104, MCL 600.1910 and MCL 600.2525. The COURT shall also have the right to require INDEPENDENT CONTRACTOR to comply with the sections of this Agreement requiring the submission of documentation concerning INDEPENDENT CONTRACTOR's employees, subcontractors, surety, bank or depository accounts and the basis for his/her/its claimed fees.
- 6.8** The COURT shall have the right to audit the records INDEPENDENT CONTRACTOR must keep pursuant to Section 7.5 of this agreement.

7. POWERS AND DUTIES OF INDEPENDENT CONTRACTOR

- 7.1** INDEPENDENT CONTRACTOR shall use his/her/its best efforts to perform any and all services for the COURT in an efficient, diligent and responsible manner that complies with all applicable statutes, court rules or constitutional provisions.
- 7.2** INDEPENDENT CONTRACTOR is not required to perform services under this Agreement personally. INDEPENDENT CONTRACTOR may hire employees, agents or subcontractors that INDEPENDENT CONTRACTOR deems necessary, provided (a) INDEPENDENT CONTRACTOR trains, supervises and pays his/her/its employees, agents and subcontractors; (b) all INDEPENDENT CONTRACTOR's agents, subcontractors and employees, meet the requirements set by the COURT, and (c) that INDEPENDENT CONTRACTOR provide the COURT with lists of each and every one of INDEPENDENT CONTRACTOR's employees, agents and subcontractors and promptly notifies the COURT when he/she/it commences or terminates his/her/its working relationship with any employee, agent or subcontractor. INDEPENDENT CONTRACTOR warrants that all services under this Agreement will be performed by qualified personnel and in a manner consistent with good professional practices and up-to-date skills. The COURT shall not be responsible for the training, supervision or payment of any of INDEPENDENT CONTRACTOR's employees, agents or subcontractors.
- 7.3** INDEPENDENT CONTRACTOR and all of INDEPENDENT CONTRACTOR's employees, agents and subcontractors is/are obligated under this Agreement to strictly adhere to and otherwise obey all local, state and federal laws, ordinances, codes, regulations, orders and other legal obligations.
- 7.4** INDEPENDENT CONTRACTOR must possess and be able to display and produce his/her/its COURT-authorized identification at all times while performing services as a Court Officer.
- 7.5** INDEPENDENT CONTRACTOR shall keep a written record of the date, amount and nature of each financial transaction conducted by either INDEPENDENT CONTRACTOR or his/her/its employees, agents or subcontractors in the course of any task performed under or pursuant to the authority obtained through this Agreement. This report shall be provided to the COURT when requested by the COURT.
- 7.6** INDEPENDENT CONTRACTOR must provide the courts with the names and addresses of each and every financial institution in which INDEPENDENT CONTRACTOR or INDEPENDENT CONTRACTOR's employees, agents or subcontractors' deposits money or stores property collected while acting as a Court Officer. INDEPENDENT CONTRACTOR shall also provide the Court with a list identifying each and every account number, locker, deposit box or other account or storage unit that INDEPENDENT CONTRACTOR or INDEPENDENT CONTRACTOR's employees, agents or subcontractors have or use in each said facility or financial institution.

8. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS

- 8.1** The INDEPENDENT CONTRACTOR shall keep informed of, and comply with, all applicable federal, state, and local requirements, including, but not limited to, laws, statutes, ordinances, codes, regulations, administrative rules, orders, and decrees of bodies or tribunals as they may apply to this AGREEMENT, and could have an effect on the federal program.
- 8.2** The INDEPENDENT CONTRACTOR shall comply with all grant agreements, provisions stated within the Catalog of Federal Financial Assistance, and state and federal laws and other rules and regulations related to this funding source.
- 8.3** The INDEPENDENT CONTRACTOR shall comply with all Federal Office of Management and Budget circulars complying with the federal funding provided under this AGREEMENT, which include but are not limited to, A-133 for audit requirement, A-102 for administrative requirements, 87 Cost Principles for Government, and Special Federal Grant Provisions.
- 8.4** The INDEPENDENT CONTRACTOR shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, contrary to 1976 P.A. 453, Section 209, or otherwise because of race, color, religion, national origin, age, sex, height, weight, sexual orientation, gender identification, or marital status.
- 8.5** The INDEPENDENT CONTRACTOR shall comply with the provisions of the Michigan Persons with Disabilities Civil Rights Act, 1976 P.A. 453, No. 220, as amended (MCL 37.1101 *et seq.*) and Section 504 of the Federal Rehabilitation Act of 1973, P.A. 930112, 87 Stat 355, which states that no employee or client or otherwise qualified handicapped individual shall, solely by reason of this handicap, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- 8.6** The INDEPENDENT CONTRACTOR shall comply with the Americans with Disabilities Act of 1990, P.A. 101-336, 104 Stat 327, which prohibits discrimination against individuals with disabilities and provides enforcement standards.

9. CONFLICT OF INTEREST

- 9.1** The INDEPENDENT CONTRACTOR shall not have a personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this AGREEMENT.
- 9.2** No officer, member, or employee of the COURT, or other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this AGREEMENT, shall have any personal or financial interest, direct or indirect, in this AGREEMENT.
- 9.3** The INDEPENDENT CONTRACTOR shall not have a relationship with any judge, Executive Court Administrator, or any other court administrator mentioned in this AGREEMENT as outlined in Administrative Order 2016-5. This includes, but is not limited to spouse, child, parent, brother, sister, grandparent, grandchild, uncle, aunt, niece, nephew, first cousin, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, or father-in-law.

10. CONFIDENTIALITY

- 10.1** The INDEPENDENT CONTRACTOR shall take all necessary and appropriate steps to keep confidential and protect all confidential information furnished to the INDEPENDENT CONTRACTOR by the COURT, and designated by the COURT as confidential. The INDEPENDENT CONTRACTOR shall not disclose any information provided by the COURT with

any third party, nor shall the INDEPENDENT CONTRACTOR disclose to the Plaintiff the Defendant's information or vice versa. When not in the possession of the INDEPENDENT CONTRACTOR, the information furnished to the INDEPENDENT CONTRACTOR shall be kept in a locked room, safe, cabinet or other area in which others do not have access to the information and area. If information provided by the COURT is lost or damaged, the INDEPENDENT CONTRACTOR shall report it immediately to the FOC or Deputy Court Administrator of Juvenile or his/her designee. The INDEPENDENT CONTRACTOR shall not destroy or get rid of any information provided by the COURT, but shall return the information to the COURT should the information or court papers be damaged in any way.

11. INCOME TAX

- 11.1** INDEPENDENT CONTRACTOR acknowledges that he/she/it shall be responsible for all federal, state and local payroll taxes on all monies earned by INDEPENDENT CONTRACTOR as a result of this Agreement and shall pay any taxes due to any governmental authority, including but not limited to the Internal Revenue Service, the State of Michigan and local government, on account of any and all income earned in connection with or as a result of this Agreement.
- 11.2** INDEPENDENT CONTRACTOR acknowledges that any employee, agent, or subcontractor of INDEPENDENT CONTRACTOR that provides services in connection with this Agreement shall be responsible to pay taxes on any income earned in connection with this Agreement. INDEPENDENT CONTRACTOR further agrees to withhold taxes from any agent, employee or subcontractor of INDEPENDENT CONTRACTOR where appropriate or required by law.
- 11.3** INDEPENDENT CONTRACTOR shall and does hereby indemnify and hold the COURT and the State of Michigan harmless from any claim by any taxing authority on any income earned by INDEPENDENT CONTRACTOR or any agent or employee of INDEPENDENT CONTRACTOR.
- 11.4** INDEPENDENT CONTRACTOR agrees to provide the COURT, upon request, with proof that appropriate measures have been taken to notify appropriate local, state and federal authorities of any income earned by INDEPENDENT CONTRACTOR, or by any agent, employees or subcontractors of INDEPENDENT CONTRACTOR in accordance with this Agreement.
- 11.5** If INDEPENDENT CONTRACTOR is a corporation, INDEPENDENT CONTRACTOR agrees to file an assumed name certificate with the Michigan Corporation Securities and Loan Development Bureau, Corporation Division and with any other entity that requires such or a similar filing. INDEPENDENT CONTRACTOR, if a corporation, further agrees that it will secure a federal tax identification number from the Internal Revenue Service.

12. WORKERS' COMPENSATION INSURANCE

- 12.1** INDEPENDENT CONTRACTOR shall maintain, throughout the performance of his/her/its obligations under this Agreement, a policy or policies of unemployment compensation and workers' compensation insurance with such limits as shall be required by law.
- 12.2** Promptly upon written request of the Court, INDEPENDENT CONTRACTOR shall furnish the COURT with a written certificate or certificates from its insurers or their agents, addressed to the COURT, indicating the existence of INDEPENDENT CONTRACTOR's coverage, the amount and nature of such coverage, and the expiration date or dates of each applicable policy. In the alternative, INDEPENDENT CONTRACTOR may be a self-insurer upon meeting those requirements of the applicable regulatory authorities for any or all of the areas set forth above for which INDEPENDENT CONTRACTOR customarily self-insures.

13. INDEMNIFICATION

- 13.1** INDEPENDENT CONTRACTOR shall be liable for damages which result from his/her/its own negligent or intentional or intentional acts or omissions or the negligent or intentional acts or omissions of his/her/its employees, agents or subcontractors or any failure by the INDEPENDENT CONTRACTOR to perform the INDEPENDENT CONTRACTOR's obligations, implied or expressed, under this AGREEMENT.
- 13.2** INDEPENDENT CONTRACTOR assumes full and complete responsibility for all injuries to, or death of, any person including his/her/its employees, agents or subcontractors and for damages to property, including property of the COURT, arising from or associated with INDEPENDENT CONTRACTOR's work or the work of INDEPENDENT CONTRACTOR's employees or agents in connection with this Agreement, while acting as a Court Officer, under the auspices of acting as a Court Officer, or on the COURT's premises.
- 13.3** INDEPENDENT CONTRACTOR shall indemnify, defend and hold the COURT harmless from all claims, losses and expenses, including reasonable attorneys' fees, for such injuries or damages, whether or not such claims are valid. Neither INDEPENDENT CONTRACTOR nor its employees, agents or subcontractors are liable for damages which may be caused by the sole negligence of the COURT.
- 13.4** In the event that any action or proceeding shall be brought against the COURT by reason of any claim covered hereunder, the INDEPENDENT CONTRACTOR, upon notice from the COURT, shall, at the INDEPENDENT CONTRACTOR's sole cost and expense, resist or defend the same.
- 13.5** In the event that any action or proceeding is brought against the COURT by reason of any claim, the COURT may, at its sole discretion, hire an attorney, attorneys, or a firm to defend the COURT, and then seek indemnification from the INDEPENDENT CONTRACTOR, and withhold any payment(s) to the INDEPENDENT CONTRACTOR for the purpose of setoff until such time as the exact amount of any attorneys' fees owed by the COURT are determined.

14. SURETY

- 14.1** INDEPENDENT CONTRACTOR must file with the Chief Judge of the COURT a bond approved by the Chief Judge in a penal sum determined by the State Court Administrator, that INDEPENDENT CONTRACTOR will account for and pay over all money and property which may be received by INDEPENDENT CONTRACTOR to the person or persons lawfully entitled to the money or property. The bond shall protect against fraud and dishonesty and shall satisfy the requirements of MCR 8.204, as amended. If requested by the COURT, INDEPENDENT CONTRACTOR shall produce documentation proving the existence and sufficiency of said bond within ten days of request. Said bond shall be obtained by the INDEPENDENT CONTRACTOR prior to entering into this AGREEMENT and shall remain current at all times through the duration of this AGREEMENT.

15. TERMINATION

- 15.1** This Agreement may be terminated by either party on 7 days written notice to the other party at the above listed addresses of the parties, with or without cause.
- 15.2** By way of illustration and not by limitation, the COURT may immediately terminate this Agreement if, in the COURT's sole and complete discretion, INDEPENDENT CONTRACTOR:
- (a) fails to perform any obligations imposed on him/her/it by this Agreement;
 - (b) fails to report or account for any money or property seized in connection with INDEPENDENT CONTRACTOR's duties as a Court Officer;

- (c) embezzles or converts any of the money or property obtained or seized pursuant to INDEPENDENT CONTRACTOR's authority under this Agreement;
- (d) fails to perform his/her/its duties as Court Officer in a manner consistent with Michigan or federal laws;
- (e) is convicted of any felony or misdemeanor;
- (f) creates for the COURT, as determined by the COURT in its sole and complete discretion, an unfavorable impression in the public mind;
- (g) owes any indebtedness owed to the COURT that is more than thirty (30) days past due; or
- (h) violates any court rules or statutes.

- 15.3** The right of termination under this Agreement pursuant to this section is absolute and the COURT shall not incur any liability by reason thereof. INDEPENDENT CONTRACTOR releases the COURT from any claim of any nature (including, but not limited to damages sustained on account of loss of prospective profits or investments, contracts, leases, or other commitments) resulting from or arising out of such termination, provided, however, that nothing in this section shall be construed as a release of any obligation that shall have accrued prior to the effective date of such termination.
- 15.4** At the time of termination, INDEPENDENT CONTRACTOR must immediately return any and all property of the COURT which INDEPENDENT CONTRACTOR possesses or controls, including, but not limited to, any and all identification cards and badges issued by the COURT.
- 15.5** Subject to the setoff provisions of this AGREEMENT, any compensation due and owing the INDEPENDENT CONTRACTOR at the time of termination shall be paid as soon thereafter as can be authorized by the COURT.

16. MISCELLANEOUS GENERAL PROVISIONS

- 16.1** The COURT, in its sole and complete discretion, shall have sole, complete and absolute authority to determine whether INDEPENDENT CONTRACTOR satisfied, has fulfilled or is in compliance with any term, condition or section of the Agreement.
- 16.2** If any part of this Agreement is held by a court or administrative agency of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 16.3** INDEPENDENT CONTRACTOR agrees and deems that none of the provisions or covenants contained herein shall render this Agreement or any of its provisions invalid or unenforceable for lack of mutuality of obligation or remedy and INDEPENDENT CONTRACTOR further agrees and deems that the consideration exchanged for various covenants, agreements, and provisions herein is sufficient, apportionable and proportionate.
- 16.4** INDEPENDENT CONTRACTOR has considered, understands and agrees to each and every provision of this Agreement. INDEPENDENT CONTRACTOR enters into this Agreement knowingly and voluntarily, and has not received, nor is he/she/it relying on any representations by the COURT, its employees, their agents or attorneys. INDEPENDENT CONTRACTOR agrees that he/she/its was provided the opportunity to have this Agreement reviewed by an attorney prior to signing this Agreement.
- 16.5** This Agreement constitutes the sole and entire agreement between INDEPENDENT CONTRACTOR and the COURT.
- 16.6** This Agreement shall inure to the benefit of and be binding upon, heirs and assigns, and shall be interpreted according to the laws of the State of Michigan.

- 16.7** This Agreement supersedes all prior and contemporaneous statements, promises, understandings or agreements. This Agreement cannot be modified by verbal promises or agreements. Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by INDEPENDENT CONTRACTOR and then the acting Chief Judge of the COURT.
- 16.8** The failure of either party to this Agreement to insist upon performance of any of the terms and conditions of the Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as a future waiver of any such terms and conditions, but same shall constitute and remain in full force and effect as if no such forbearance or waiver occurred.
- 16.9** The titles of the sections or paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in their interpretation.

Date

Independent Contractor

Date

Court

ADDENDUM A: ASSIGNMENTS

The INDEPENDENT CONTRACTOR selects the following Assignments, in accordance with the terms set forth in the INDEPENDENT CONTRACTOR AGREEMENT FOR COURT OFFICER, which is incorporated herein by reference, and further agrees to the performance terms for each assignment selected. (Make selections by initialing where indicated.)

1. JUVENILE SECTION SERVICE OF PROCESS

Initials

1.1 At the request of the Deputy Court Administrator for the Juvenile Section of the COURT, or his/her designee, the INDEPENDENT CONTRACTOR shall pick up the COURT papers to be served at the offices of the Juvenile Division located at the Lincoln Hall of Justice, 1025 E. Forest Avenue, Detroit, MI 48207 according to a schedule to be agreed upon by the parties. Failure to pick up the court papers to be served within two days of the designated pick up date will result in the forfeiture of the assignment and the assignment will be re-assigned to another INDEPENDENT CONTRACTOR. If the INDEPENDENT CONTRACTOR is unable to pick up the court papers, he/she shall notify the Deputy Court Administrator or Deputy Court Administrator's designee ahead of the scheduled date of pick up, so that his/her assignment may be reassigned.

1.2 The INDEPENDENT CONTRACTOR shall use all practical and lawful measures in performing three (3) attempts to make Juvenile Section service of process in a manner consistent with all pertinent court rules and statutes, but shall be limited to personal service unless otherwise authorized by the COURT.

1.3 The INDEPENDENT CONTRACTOR shall provide the COURT with a proof of service of the receipt of the COURT papers, dated and signed by the person to whom the service is directed, or by a person authorized to receive the service of process, or with an affidavit stating the facts of service, including, but not limited to, the manner, time, date, address or description of the location where the service was made.

1.4 If the court papers cannot be served, the INDEPENDENT CONTRACTOR shall provide the COURT with an affidavit stating the facts of attempted service, including, but not limited to, the times, dates, and places, and the reasons for not making personal service.

1.5 The INDEPENDENT CONTRACTOR shall return the court papers, including the proof of service, and any affidavit, to the COURT seven (7) days prior to the scheduled hearing date as provided on each item of personal service, unless otherwise advised by the COURT.

1.6 Phone contact and business cards may be made/left at the discretion of the INDEPENDENT CONTRACTOR. Phone contacts shall not be deemed an attempt of service.

1.7 The COURT shall, subject to section 3.5, pay the INDEPENDENT CONTRACTOR the flat rate of \$33.00 for completed personal service for each adult or \$30.00 for unsuccessful service after three (3) attempts (unless otherwise advised by the COURT) for each adult; this rate shall apply regardless of the number of the COURT papers to be served on a person at any one time. If service on one or more juveniles is to be made, the COURT shall pay the INDEPENDENT CONTRACTOR the rate of \$16.00 for completed personal service or \$15.00 for unsuccessful service after three (3) attempts on each juvenile to be served with the court papers. If other efforts are required to supplement the efforts of the INDEPENDENT CONTRACTOR to achieve three (3) attempts within the seven (7) day period, payment shall be made in accordance with the amount listed above, prorated by the number of attempts to serve made by the INDEPENDENT CONTRACTOR.

1.8 The INDEPENDENT CONTRACTOR shall submit separate vouchers for Juvenile Section service of process rendered under this AGREEMENT in accordance with section 5.

2. FOC INITIAL SERVICE OF PROCESS

Initials

2.1 At the request of the FOC or FOC's designee, the INDEPENDENT CONTRACTOR shall pick up the court papers to be served at the offices of the FOC located at 645 Griswold, Detroit, MI 48226 (hereinafter "the FOC offices") according to a schedule set by the FOC or FOC's designee. Failure to pick up the court papers to be served within two days of the designated pick up date will result in the forfeiture of the assignment and the assignment will be re-assigned to another INDEPENDENT CONTRACTOR. If the INDEPENDENT CONTRACTOR is unable to pick up the court papers, he/she shall notify the FOC or FOC's designee ahead of the scheduled date of pick up, so that his/her assignment may be reassigned.

2.2 The INDEPENDENT CONTRACTOR shall use all practical and lawful measures in performing three (3) attempts to make initial service of process in a manner consistent with all pertinent court rules, statutes, and federal regulations, but shall be limited to personal service unless otherwise authorized by the COURT. The attempts shall be made at various times on various days with reasonable efforts to effectuate personal service. An action shall be counted as an attempt when the INDEPENDENT CONTRACTOR tries to personally serve the court papers on the party. Phone calls, texts, emails or talking to the Plaintiff, Defendant, friends, neighbors or family to gather information shall not constitute an attempt of service. To facilitate performance of the service of process, the INDEPENDENT CONTRACTOR shall have access to an address search system. Access to the address search system shall be utilized by the INDEPENDENT CONTRACTOR for the sole purpose of FOC initial service of process and not for any other purpose.

2.3 Within forty (40) days of picking up the court papers, the INDEPENDENT CONTRACTOR shall provide the COURT with a completed proof of service of the receipt of the COURT papers, dated and signed by the person to whom the service is directed or by a person authorized to receive the service of process. If the CONTRACTOR failed to perfect service, the CONTRACTOR shall return the papers within forty (40) days of picking up the court papers to the FOC, and provide the COURT with an affidavit stating the facts of the three (3) service attempts, including, but not limited to, the times, dates, and places, and the reasons for not making personal service. Personal service or at least three attempts at service are a material term for the performance of this section of the contract. Failure to timely return the proof of service or affidavit as provided in this section will forfeit entitlement to payment as provided in this section and may result in termination of this contract.

2.4 Phone/text/email contact, letters and business cards may be made/left at the discretion of the INDEPENDENT CONTRACTOR. Phone/text/email/letter contacts shall not be deemed an attempt of service to count toward the three (3) attempts.

2.5 The COURT shall, subject to section 4.3, pay the INDEPENDENT CONTRACTOR the flat rate of \$38.00 for completed personal service or \$33.00 for unsuccessful service after three (3) attempts. This rate shall apply regardless of the number of the court papers to be served on a person at one time. The INDEPENDENT CONTRACTOR may deem a fourth attempt of personal service at an address is prudent, and seek the COURT's authorization for that attempt in writing. If an authorized fourth attempt is made which results in personal service, the INDEPENDENT CONTRACTOR will receive an additional \$5.00 for a total payment of \$43.00.

2.6 The INDEPENDENT CONTRACTOR shall submit separate vouchers for initial service of process rendered under this AGREEMENT in accordance with section 5.

3. FOC SHOW CAUSE DOCKET SERVICE OF PROCESS

Initials

3.1 At the request of the FOC or FOC's designee, the INDEPENDENT CONTRACTOR shall pick up the COURT papers to be served at the FOC offices according to a schedule set by the FOC or FOC's designee. Failure to pick up the court papers to be served within two days of the designated pick up date will result in the forfeiture of the assignment and the assignment will be re-assigned to another INDEPENDENT CONTRACTOR. If the INDEPENDENT CONTRACTOR is unable to pick up the court papers, he/she shall notify the FOC or FOC's designee ahead of the scheduled date of pick up, so that his/her assignment may be reassigned.

- 3.2** The INDEPENDENT CONTRACTOR shall use all practical and lawful measures in performing one (1) attempt to make personal service of process in a manner consistent with all pertinent court rules and statutes, and shall post only if personal service cannot be made.
- 3.3** The INDEPENDENT CONTRACTOR shall advise the non-custodial parent to bring a payment, but not state a specific amount other than the full arrears amount listed on the COURT papers.
- 3.4** The INDEPENDENT CONTRACTOR shall furnish information regarding the circumstances of service, along with the details of when service is made, by providing general notes regarding the condition of the dwelling or the payer that would indicate an ability or inability to pay, e.g., 2015 Camaro parked in the driveway, or payer is wheelchair bound and on oxygen, or house has fire damage.
- 3.5** If the INDEPENDENT CONTRACTOR serves a third party, the INDEPENDENT CONTRACTOR shall indicate who the person was, and their relationship to the non-custodial parent.
- 3.6** The INDEPENDENT CONTRACTOR shall enter results into the database, and turn paperwork into the FOC offices no later than the Sunday of the docket week.
- 3.7** The INDEPENDENT CONTRACTOR shall provide the COURT with an affidavit stating the facts of service, including the date of the attempt, whether service was made, and, if not, a description of any contact made, and address verification.
- 3.8** The COURT shall pay the INDEPENDENT CONTRACTOR the flat rate of \$20.00 for show cause docket service at one address at one time. This rate shall apply regardless of the number of the court papers to be served by the INDEPENDENT CONTRACTOR.
- 3.9** The INDEPENDENT CONTRACTOR shall submit separate vouchers for show cause docket service of process rendered under this AGREEMENT in accordance with section 5.

4. FOC SPECIAL PROJECT SERVICE OF PROCESS

Initials

- 4.1** At the request of the FOC or FOC's designee, the INDEPENDENT CONTRACTOR shall pick up at the FOC offices on according to a schedule to be set by the FOC or FOC's designee special project documents to be served, including but not limited to, bench warrants, information on outreach initiatives, appointment letters, or other documents identified by the FOC. Failure to pick up the court papers to be served within two days of the designated pick up date will result in the forfeiture of the assignment and the assignment will be re-assigned to another INDEPENDENT CONTRACTOR. If the INDEPENDENT CONTRACTOR is unable to pick up the court papers, he/she shall notify the FOC or FOC's designee ahead of the scheduled date of pick up, so that his/her assignment may be reassigned.
- 4.2** The INDEPENDENT CONTRACTOR shall use all practical and lawful measures in performing one (1) attempt within the timeframe allotted for the special project to make personal contact with the individual involved in a manner consistent with all pertinent court rules and statutes, and shall post the special project documents only if personal service cannot be made.
- 4.3** The INDEPENDENT CONTRACTOR shall advise the parties of the content of the special project documents provided.
- 4.4** The INDEPENDENT CONTRACTOR shall provide the COURT with a list of the parties to whom the special project documents were provided, along with the date and time the contact with the party was made and any address verification.

4.5 The COURT shall pay the INDEPENDENT CONTRACTOR the flat rate of \$20.00 for the service of the special project documents on a party; this rate shall apply regardless of the number of the special project documents to be served by the INDEPENDENT CONTRACTOR.

4.6 The INDEPENDENT CONTRACTOR shall submit separate vouchers for the service of special project documents in accordance with section 5.

5. FOC ALTERNATE SERVICE OF PROCESS

Initials

5.1 At the request of the FOC or FOC's designee, the INDEPENDENT CONTRACTOR shall pick up the COURT papers at the FOC offices to be served according to a schedule to be set by the FOC or FOC's designee. Failure to pick up the court papers to be served within two days of the designated pick up date will result in the forfeiture of the assignment and the assignment will be re-assigned to another INDEPENDENT CONTRACTOR. If the INDEPENDENT CONTRACTOR is unable to pick up the court papers, he/she shall notify the FOC or FOC's designee ahead of the scheduled date of pick up, so that his/her assignment may be reassigned.

5.2 The INDEPENDENT CONTRACTOR shall use all practical and lawful measures in perfecting alternate service of process in a manner consistent with all pertinent court rules and statutes and in accordance with the Order for Alternate Service. The alternate service of process shall be done within one week of the INDEPENDENT CONTRACTOR receiving the assignment. Failure to timely perfect alternate service of process as provided in this section will forfeit entitlement to payment as provided in this section and may result in termination of this contract.

5.3 The COURT shall pay the INDEPENDENT CONTRACTOR the flat rate of \$20.00 for alternate service at one address at one time. This rate shall apply regardless of the number of the court papers to be served by the INDEPENDENT CONTRACTOR.

5.4 The INDEPENDENT CONTRACTOR shall submit separate vouchers for alternate service of process rendered under this AGREEMENT in accordance with section 5.

6. DISTRIBUTION OF FLIERS AND LITERATURE

Initials

6.1 At the request of the FOC or FOC's designee, the INDEPENDENT CONTRACTOR shall pick up certain fliers and literature at the FOC offices according to a schedule to be set by the FOC or FOC's designee. Failure to pick up the court papers to be served will result in the forfeiture of the assignment and the assignment will be re-assigned to another INDEPENDENT CONTRACTOR. If the INDEPENDENT CONTRACTOR is unable to pick up the court papers, he/she shall notify the FOC or FOC's designee ahead of the scheduled date of pick up, so that his/her assignment may be reassigned.

6.2 The INDEPENDENT CONTRACTOR shall use all practical and lawful measures within the timeframe allotted for in the distribution of fliers and literature in distributing the fliers and literature to businesses and establishments in his/her district having a wide reach to people in the community, i.e., libraries, community centers, grocers, convenience stores, gas stations, barbershops and hair salons.

6.3 The INDEPENDENT CONTRACTOR shall speak with individuals at the businesses and establishments, and furnish information about the Court's outreach initiatives.

6.4 The INDEPENDENT CONTRACTOR shall provide the COURT with a list of the establishments and businesses visited, including the names of the individuals spoken with, telephone numbers, and business cards for each individual, as well as the dates and times of each visit.

6.5 The COURT shall pay the INDEPENDENT CONTRACTOR the flat rate of \$12.00 for the distribution of fliers and literature at one address, at one time; this rate shall apply regardless of the number of the fliers and literature to be distributed by the INDEPENDENT CONTRACTOR.

6.6 The INDEPENDENT CONTRACTOR shall distribute fliers and literature to no more than ten (10) businesses and establishments per week.

6.7 The INDEPENDENT CONTRACTOR shall not distribute fliers and literature to an individual business or establishment more than one (1) time.

6.8 The INDEPENDENT CONTRACTOR shall submit separate vouchers for the distribution of fliers and literature undertaken pursuant to this AGREEMENT in accordance with section 5.

7. WRITS OF EXECUTION

Initials

7.1 Upon receipt (via email) of a writ of execution (a/k/a order to seize property) entered by the Court, the INDEPENDENT CONTRACTOR shall use all practical and lawful measures to levy the writ of execution in a manner consistent with all pertinent court rules and statutes. The INDEPENDENT CONTRACTOR shall ensure that the email address and/or phone number provided to the Court to be listed as the INDEPENDENT CONTRACTOR'S contact information in writs of execution are valid and routinely monitored. The INDEPENDENT CONTRACTOR shall promptly (within 48 hours of receipt) return phone calls and/or emails from a party/counsel for a party in a case in which a writ has been issued. Failure to return communications from a party or its counsel within a reasonable amount of time may result in forfeiture of the assignment.

7.2 If the INDEPENDENT CONTRACTOR is unavailable to execute the writ, he/she shall notify the Court.

7.3 The INDEPENDENT CONTRACTOR shall file Forms MC 82 and MC 83 as required by law.

I understand that if, at any time during the term of this agreement, my willingness to accept any of these assignments changes, I am to notify the COURT in writing of the same.

Date

Independent Contractor



CRIMINAL HISTORY / FINGERPRINT / CREDIT CHECK CONSENT FORM

Court Address

2 Woodward Avenue, Suite 742, Detroit, MI 48226

Phone No.

(313) 224-5262

As a prospective Court Officer of the court, I understand that it is the court's policy to secure conviction-only criminal history information as a part of the application process. I hereby authorize Third Judicial Circuit of Michigan to utilize the information given below for the sole purpose of obtaining a conviction-only criminal history report on me. I also agree to be fingerprinted and submit to a drug screening as part of the background check.

I acknowledge that the court may, in considering my request for appointment as Court Officer or at any time during the existence of my appointment with the court, if any, request, obtain, review and consider a copy of my credit report. I hereby authorize the court to, from this date until the termination of my appointment as a Court Officer, if any, request, obtain, review and consider my credit report.

Print Name:

Last

First

Middle

Date of Birth: _____

Other name/names previously used: _____

Signature

Date