

INDEPENDENT CONTRACTOR AGREEMENT FOR COURT OFFICER

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

_____ full name

_____ d/b/a

_____ business address

_____ city/state/zip

_____ business phone number

_____ cell phone number

_____ pager number

_____ business fax number

_____ home address

_____ city/state/zip

_____ home phone number

_____ home fax number

_____ tax identification number

(hereinafter "Independent Contractor") and the 67th District Court (hereinafter "Court") and Genesee County (hereinafter "County").

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, MCL 600.8321, 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 Writs of garnishment pursuant to MCR 4.201, and 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, 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 shall commence at 12:01 a.m. on January 1st 2023 and shall end at 12:00 midnight on December 31, 2024.

1.2 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.

2. INDEPENDENT CONTRACTOR

2.1 Independent Contractor is an independent contractor, not an employee of

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. Independent Contractor shall have sole control of the manner and means of Performance under this 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 the 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 desires to be an Independent

Contractor and specifically waives any and all statutory and common law rights that he/she would be provided if he/she 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.

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 pursuant to MCL 552.23; MCL 600.2555; MCL 600.2559; as same may be amended from time to time. 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.

4.3 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. POWERS AND DUTIES OF THE COURT

5.1 Provided that Independent Contractor shall comply with all applicable laws And court rules, including by way of illustration and 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.

5.2 The Court is not responsible for training Independent Contractor or any Employee of Independent Contractor.

5.3 The Court shall not provide Independent Contractor with the tools, vehicles or equipment Independent Contractor may need to perform the services of a Court Officer. Independent Contractor shall bear the sole responsibility for providing any and all tools, Vehicles or equipment needed to perform the services of a Court Officer. The Court shall, However, provide Independent Contractor with an identification card certifying the Independent Contractor is vested with authority to serve process or seize property pursuant To MCL 600.8321.

5.4 The Court shall not have authority to require Independent Contractor and Independent Contractor is not obliged to devote his/her efforts to the Court on a full-time Basis.

5.5 The Court shall not provide Independent Contractor with an office or with Work space.

5.6 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 services in any Particular order or sequence.

5.7 The Court shall not require Independent Contractor to prepare or submit Reports to the Court, provided however, that the Independent Contractor shall be required to Comply with applicable laws and court rules, including by way of illustration and not by

Limitation MCL 3.106, MCL 600.6001, MCR 8.204, 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, sub-Contractors, surety, bank or depository accounts and the basis for his/her claimed fees.

5.8 The Court shall have the right to audit the records Independent Contractor Must keep pursuant to Section 6.6 of this Agreement.

6. POWERS AND DUTIES OF INDEPENDENT CONTRACTOR

6.1 Independent Contractor shall use his/her 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.

6.2 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 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 commences or terminates his/her 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.

6.3 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.

6.4 Independent Contractor must possess and be able to display and produce His/her Court authorized Identification at all times while performing services as a Court Officer.

6.5 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 employees, agents or subcontractors in the course of any task performed under or Pursuant to the authority obtained through this Agreement.

6.6 Independent Contractor must provide the Court 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.

7.0 INCOME TAX

7.1 Independent Contractor acknowledges that he/she 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.

7.2 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.

7.3 Independent Contractor shall and does hereby indemnify and hold the Court, Genesee County 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.

7.4 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.

7.5 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.

8.0 WORKERS' COMPENSATION INSURANCE

8.1 Independent Contractor shall maintain throughout the performance of his/her obligations under this Agreement, a policy or policies of unemployment compensation and workers' compensation insurance with such limits as shall be required by law.

8.2 Promptly upon written request of the Court, Independent Contractor shall furnish the Court and County with a written certificate or certificates from its insurers or their agents, addressed to the Court and County, 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.

9.0 INDEMNIFICATION

9.1 Independent Contractor shall be liable for damages which result from his/her own negligence or intentional acts or omissions or the negligent or intentional acts or omissions of his/her employees, agents or subcontractors.

9.2 Independent Contractor assumes full and complete responsibility for all injuries to, or death of, any person including his/her employees, agents or subcontractors and for damages to property, including property of the Court and County, arising from or associated with Independent Contractor's work or the work of Independent Contractor's employees or agents in connection with the Agreement, while acting as a Court Officer, under

the auspices of acting as a Court Officer, or on the Court's or County's premises.

9.3 Independent Contractor shall indemnify, defend and hold the Court and County Harmless from all claims, losses, expenses, including reasonable attorney 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 or County.

10. SURETY

10.1 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 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 or County, Independent Contractor shall produce documentation proving the existence and sufficiency of said bond within ten (10) days of request.

11. TERMINATION

11.1 This Agreement may be terminated by either party on 30 days written notice to the other party at the above listed addresses of the parties, with or without cause.

11.2 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 by this Agreement;

- b) Fails to respond 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 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 or County, as determined by the Court or County 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 30 days past due; or
- h) violates any court rules or statutes.

11.3 The right to termination under this Agreement pursuant to this section is absolute and the Court or County shall not incur any liability by reason thereof. Independent Contractor releases the Court and County 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.

11.4 At the time of termination, Independent Contractor must immediately return any and all property of the Court and/or County which Independent Contractor possesses or controls, including, but not limited to any and all identification cards issued by the Court.

12. MISCELLANEOUS GENERAL PROVISIONS

12.1 The Court, in its sole and complete discretion, shall have the sole, complete and absolute authority to determine whether Independent Contractor satisfied, has fulfilled or is in compliance with any term, condition or section of this Agreement.

12.2 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.

12.3 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.

12.4 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 relying on any representations by the Court or County, its employees, their agents or attorneys. Independent Contractor agrees that he/she was provided the opportunity to have this Agreement reviewed by an attorney prior to signing this Agreement.

12.5 This agreement constitutes the sole and entire agreement between Independent Contractor and the Court and County.

12.6 This Agreement shall ensure to the benefit of and be binding upon, heirs and

assigns and shall be interpreted according to the laws of the State of Michigan.

12.7 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 connections with this Agreement shall be binding only if evidenced in a writing signed by Independent Contractor and the then acting Chief Judge of the Court.

12.8 The failure of either party to this Agreement to insist upon performance of Any terms and conditions of this Agreement, or the waiver of any breach of any such terms and conditions, but same shall constitute and remain in full force and effect as if no forbearance or waive occurred.

12.9 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.

Independent Contractor

Court

Witness

Subscribed and sworn to before me this
_____ day of _____, 20__.

Notary Public

_____ County, Michigan

My Commission Expires: