

**SPECIAL PROCESS SERVER APPOINTMENT
AGREEMENT**

This Agreement is entered into between the Flagler County SHERIFF’S Office (SHERIFF) and _____ (APPOINTED) (collectively, the “PARTIES”) freely and voluntarily agree to the following terms and conditions.

1. **INDEPENDENT CONTRACTOR** – The PARTIES agree and acknowledge the APPOINTED is an independent contractor. The PARTIES do not by this Agreement intend to form an employment relationship or a partnership or joint venture between them and in no event shall this Agreement be construed to constitute such an employment relationship, partnership, or joint venture.
 - a. The APPOINTED agrees and acknowledges this appointment shall be construed as temporary, to be served at the pleasure of the SHERIFF, shall be construed as a privilege not a right, which is terminable with or without cause by the SHERIFF or any authorized representatives of the SHERIFF and without any special formality and without recourse other than as set out hereafter.
 - b. The APPOINTED agrees and acknowledges this appointment in no manner constitutes or implies he/she is an agent, deputy SHERIFF, or employee of the Flagler County Sheriff’s Office.
 - c. The APPOINTED agrees and acknowledges he/she shall not, act as an agent, deputy SHERIFF, or employee of the Flagler County Sheriff’s Office.
 - d. The APPOINTED agrees and acknowledges he/she performs services on behalf of the person or organization hiring his/her services in connection with the service process.
 - e. The APPOINTED may charge a reasonable fee for services which they may collect for the person or organization hiring his/her services.
 - f. The APPOINTED agrees and acknowledges he/she shall receive no compensation from the SHERIFF for any service provided in relation to this appointment.

2. MANNER OF PERFORMANCE

- a. The APPOINTED shall conform to and abide by the requirements of Chapter 48, Florida Statutes, and any other applicable laws and/or regulations that apply.
- b. The APPOINTED shall agree he/she shall not simulate or circulate process as prohibited by Florida State Statute 817.38.
- c. The APPOINTED shall contract to serve non-enforceable process only.
- d. The APPOINTED shall serve no process in which he/she has an interest in the cause of action and shall not willfully or knowingly execute a false return of service or otherwise violate the oath of office.
- e. The APPOINTED acknowledges a violation thereof may cause applicant to be guilty of a felony of the third degree, punishable as provided for in Florida State Statutes 775.082, 775.083, 775.084; and as such, the applicant could be permanently barred from serving process in Flagler County, Florida.
- f. The APPOINTED shall use for service of process and returns only those forms that have been approved for such purposes by the Courts of Flagler County, Florida.
- g. The APPOINTED shall agree to affix a SHERIFF'S Office stamp to returns of service for process issued by the Circuit and County Courts in Flagler County served or attempted served as an individual process server or on behalf of a business. Furthermore, the APPOINTED agrees he/she is responsible for the service associated with returns bearing his/her name.
- h. The APPOINTED shall submit a Service of Process Report to the Flagler County SHERIFF'S Office by the first Monday of each month summarizing all process served for the previous calendar month.
- i. The APPOINTED shall always wear professional business attire while effecting service.
- j. The APPOINTED shall conduct business in a professional and courteous manner.

3. PROCESS SERVER IDENTIFICATION (PSI)

- a. The APPOINTED shall openly display his/her PSI when serving process.
- b. The APPOINTED agrees to use his/her PSI only while serving process in Flagler County, and at no other time.
- c. The APPOINTED understands and agrees the PSI does not convey any authority for any other purpose.
- d. The APPOINTED agrees the PSI is the property of the SHERIFF'S Office. If lost or stolen, it will be reported immediately, and a thirty-five-dollar (\$35.00) fee is required from each APPOINTED before an identification card is reissued.
- e. The APPOINTED agrees upon the expiration or termination of the appointment the PSI must be returned to the SHERIFF.

4. INDEMNIFICATION

- a. The APPOINTED understands and agrees he/she shall indemnify, hold harmless, defend SHERIFF, Flagler County, the Board of Commissioners of Flagler County, their respective elected officials, employees and/or agents against all claims, suits, actions, demands, causes of action of any kind, including all costs, expenses and attorney's fees and judgments arising out of the acts, omissions, and/or performance of the Agreement.
- b. The APPOINTED understands and agrees the SHERIFF shall not be liable for any injury or illness of any kind whatsoever during the performance of the services, duties and responsibilities which results from this appointment.
- c. The APPOINTED shall throughout the term of this Agreement and for all applicable statutes of limitations periods, maintain in full force and effect a professional liability insurance covering actions which may arise out of the acts, omissions, and/or performance of the Agreement.

5. SOVEREIGN IMMUNITY: SHERIFF is a state agency or political subdivision as defined in §768.28, Florida Statutes, as amended from time to time, and nothing herein is intended to serve as a waiver of sovereign immunity, nor shall anything include herein be construed as a consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

6. MISCELLANEOUS

- a. The APPOINTED shall report to the SHERIFF, in writing within 48, hours of notification of lawsuits or criminal actions brought against the special process server due to actions as a process server APPOINTED by the SHERIFF, or personally.
- b. The APPOINTED agrees to fully cooperate with investigations into all allegations of misconduct and/or violations of this Agreement and forward all requested statements, documents and other material to the SHERIFF or his designee. Failure to cooperate with any investigation could result in termination of privileges.
- c. The APPOINTED acknowledges any special process server who has his/her appointment suspended/revoked for misconduct in another county will also have their appointment suspended or revoked in Flagler County. Special Process Servers shall report suspension, revocation, or termination of the appointment in any county to SHERIFF, in writing, within 48 hours.
- d. The APPOINTED are not allowed to carry on their person any firearm or weapon, while they are serving papers within Flagler County.
- e. The APPOINTED must abide by the rules and regulations within private communities. (i.e., no animals, specific hours, etc.).
- f. No person will accompany the APPOINTED to serve papers within Flagler County, unless they also are APPOINTED by the SHERIFF as a special process server.
- g. The APPOINTED shall notify the SHERIFF in writing, immediately, of any change of employment, business or home address and telephone number, or any arrest or detention by any law enforcement office.

h. The APPOINTED agrees to submit to a background investigation and fingerprinting as the SHERIFF or his designated representative may deem necessary and proper, from time to time even after appointment, including SHERIFF'S right to obtain and review the criminal record of the applicant.

7. **ENTIRETY OF THE AGREEMENT** - The PARTIES agree that the terms of this Agreement constitute the entire agreement between the PARTIES and no other promises or representations, either express or implied, have been made or sought to induce acceptance of this agreement.

8. **CONSIDERATION** - The PARTIES acknowledge that there is adequate consideration for each, and every promise contained herein.

9. **SEVERABILITY** - If any provision of this agreement shall be held invalid or unenforceable, the remainder of the agreement shall not thereby be held invalid or unenforceable.

The PARTIES declare that the terms of this agreement have been completely read, are fully understood, and are voluntarily accepted with full understanding of its meaning and effect.

_____, APPOINTED

Date

_____, _____

Date