

INDEPENDENT CONTRACTOR AGREEMENT FOR CONSTABLE SERVICES

THIS INDEPENDENT CONTRACTOR AGREEMENT is made this ____ day of _____, 2019, between **WEST GOSHEN TOWNSHIP**, a political subdivision with an address of 1025 Paoli Pike, West Chester Pennsylvania 19380, (hereinafter referred to as the "Township") and Douglas M. Castaldi, an adult individual with an address of 256 Chestnut Street, Downingtown, PA 19335 (hereinafter referred to as the "Constable").

BACKGROUND

WHEREAS, the Township is a Second Class Township and is governed by various ordinances which are codified in the West Goshen Township Code (the "Township Code"); and

WHEREAS, many provisions in the Township Code are enforced by the Township through the issuance of criminal citations by the Township's Code Enforcement Officers; and

WHEREAS, historically, the Chester County Court of Common Pleas (the "County Court") contracted with Constables to serve criminal warrants for all criminal offenses, including municipal summary offenses; and

WHEREAS, pursuant to an Administrative Order issued by President Judge MacElree of the County Court on February 9, 2011, the District Courts of the County will no longer issue warrants for municipal offenses to Constables; and

WHEREAS, as a result of the Administrative Order it is necessary for the Township to contract with Constables to serve and process warrants for Township offenses; and

WHEREAS, Constable is a duly elected Constable who has agreed to provide Constable services to the Township as an independent contractor pursuant to the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound, the parties agree as follows:

1. **QUALIFICATIONS OF THE CONSTABLE.** Throughout the term of this Agreement and for as long as Constable shall serve as an independent contractor working on behalf of the Township, Constable shall comply with the following criteria:

A. Be a duly elected or appointed Constable in accordance with Pennsylvania law and be approved by the District Court which issues the warrant.

B. Adhere to the Chester County Constable Handbook (the "Handbook") which is incorporated herein by reference and all amendments thereto adopted by Chester County in all respects unless the rules, regulations and procedures established in the Handbook are modified in this Agreement. In the event of a conflict between the Handbook and this Agreement, the terms of this Agreement shall prevail.

C. Adhere to all applicable state and federal laws governing Constables, including but not limited to Act 49 of 2009, codified in 44 Pa.C.S. § 7104 *et seq.*, Chapter 29 of Title 42 of Pennsylvania Consolidated Statutes, and the Pennsylvania Rules of Criminal Procedure.

D. Obtain and maintain all necessary certifications and continuing education training required by the laws of the Commonwealth of Pennsylvania. Upon execution of this Agreement, Constable shall provide to the Township proof of

appropriate certification by the Commonwealth of Pennsylvania to serve as a Constable.

E. Obtain and maintain professional liability insurance in a minimum amount of \$250,000 per incident and a minimum aggregate of \$500,000 per year. Upon execution of this Agreement, Constable shall provide to the Township proof of such professional liability insurance which policy shall not be cancelled without thirty (30) days prior written notice to the Township.

F. Provide a copy of the official bond and oath that Constable provided to Chester County pursuant to the Handbook.

G. Obtain and maintain valid vehicle registration and driver's license in the Commonwealth of Pennsylvania with a vehicle that meets the specifications of the Handbook. Upon execution of this Agreement, Constable shall provide to the Township proof of such registration and license.

H. Obtain and maintain motor vehicle insurance in the minimum amount of \$100,000 per person, \$300,000 per accident and \$100,000 for property damage per accident. Upon execution of this Agreement, Constable shall provide to the Township proof of such insurance.

2. **DUTIES OF CONSTABLE.**

A. Constable shall serve warrants on behalf of the Township for Township Code violations in accordance with this Agreement. Constable shall serve at the pleasure of the Township for the term of this Agreement unless sooner terminated by either party pursuant to Paragraph 6 below. Constable recognizes that the Township

will contract with other qualified Constables and that the Township has complete discretion in assigning warrants to Constable.

B. Constable shall not in any manner hold himself out to be active as an agent, employee or representative of the Township except for services rendered as a Constable which are authorized by this Agreement. When serving warrants pursuant to this Agreement, Constable shall not allow any unauthorized person to be in the vehicle with him.

C. Upon receipt of the arrest warrants from the Township for service, Constable shall first send a letter to the defendant in the form which is attached hereto as Exhibit "A" (the "Initial Demand Letter") which letter demands payment of the fine(s), court costs and warrant service fees. If the defendant pays the fine(s) and court costs as a result of his or her receipt of the Initial Demand Letter, Constable shall be entitled to the service fee in accordance with the schedule of fees which is set forth on the Constable Criminal Payment Sheet which his attached hereto as Exhibit "B".

D. Constable shall make every effort to collect the fines to satisfy the warrants and not to resort to transporting the defendant to the District Court unless reasonable and diligent efforts to collect the fines have been exhausted.

E. If the defendant fails to pay the fine and costs upon receipt of the Initial Demand Letter, Constable shall thereafter personally serve the warrant on the defendant in accordance with the procedures set forth in the Handbook. Constable shall return any warrant served to the District Court as soon as possible. If Constable serves more than 3 warrants on the same defendant who is ultimately declared indigent

by the District Judge, Constable shall be entitled to payment from the Township for one arraignment fee and a maximum of three warrant fees in accordance with the fees summarized on the Constable Criminal Payment Sheet attached hereto as Exhibit "B".

F. For instances where it is necessary for two Constables to transport the defendant, each Constable shall be entitled to fees in accordance with the fees summarized on the Constable Criminal Payment Sheet attached hereto as Exhibit "B".

G. If Constable serves more than 3 warrants on the same defendant who is arraigned and makes payment in full, Constable shall be entitled to payment from the Township for one arraignment fee and a warrant fee for all warrants issued in accordance with the fees summarized on the Constable Criminal Payment Sheet attached hereto as Exhibit "B".

H. If there is a situation where Constable serves an arrest warrant and transports the defendant to the District Court and the defendant pleads not guilty, if the District Court ultimately finds the defendant not guilty, the Township shall request the District Court to impose the warrant fee on the defendant and the Township shall pay the warrant service fee to Constable.

3. **COMPENSATION FOR CONSTABLE SERVICES.**

The Township shall compensate the Constable for the performance of Constable services rendered to the Township pursuant to this Agreement in accordance with the fees summarized on the Constable Criminal Payment Sheet attached hereto as Exhibit "B". The Township shall pay the Constable the appropriate Constable fees on a monthly basis after the Constable has submitted to the Township a Constable Criminal

Payment Sheet for every warrant served and a Recall Form which summarizes all services provided for which the Constable is seeking payment. The Constable shall submit the Recall Form to the Township within 14 days of the date of service of all warrants for which the Constable is seeking payment. The Constable shall be eligible for mileage reimbursement in accordance with the procedures set forth in the Handbook provided such reimbursement requests are included on the Recall Form.

4. INDEMNIFICATION.

Constable shall indemnify, defend and hold the Township harmless against any and all loss, damage, liability, costs and expenses, including attorney fees from any and all claims and damages that accrue, have accrued, or that may hereafter accrue as a result of the services that Constable performs on behalf of the Township pursuant to the terms of this Agreement.

5. TERM.

The term of this Agreement shall be for a one-year period commencing on the date that the Township signs the Agreement. The term of this Agreement may be automatically renewed for successive one year terms provided the Township sends to Constable written notice of intent to renew within 30 days prior to end of the initial term or any renewal term and Constable sends written notice that he accepts the renewal of the Agreement to the Township.

6. TERMINATION.

Either party has the absolute right in their sole discretion to terminate this Agreement by giving written notice of termination to the other party. In the event of

termination of this Agreement, Constable shall return to the Township all warrants in his possession that have not been served or processed.

7. GENERAL PROVISIONS.

A. Any notices to be given under this Agreement by either party to the other may be affected either by personal delivery in writing, by mail, registered or certified, postage prepaid with return receipt requested, or by facsimile transmission. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement. If either party changes its/his address, mailed notice of the new address must be given in accordance with this Paragraph.

B. This Agreement supersedes all other oral and written agreements between the parties with respect to the terms contained herein.

C. This Agreement shall be governed by and in accordance with the laws of the Commonwealth of Pennsylvania.

D. The provisions of this Agreement shall inure to the benefit of and shall be binding on the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

E. This Agreement may not be modified, altered, revised or amended unless in writing and signed by the parties hereto.

F. If any provision of this Agreement is found to be invalid, unenforceable or inoperative by a court of competent jurisdiction, such adjudication shall not affect the validity of any other provision hereof, and the remainder of the

Agreement shall be effective as though such void, invalid, unenforceable or inoperative provision had not been contained herein.

IN WITNESS WHEREFORE, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

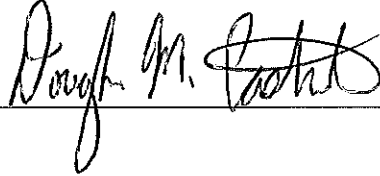
WEST GOSHEN TOWNSHIP

BY: _____



WITNESS

CONSTABLE DOUGLAS M. CASTALDI



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BACKGROUND

WHEREAS, the Township is a Second Class Township and is governed by various ordinances which are codified in the West Goshen Township Code (the "Township Code"); and

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CHECKLIST OF REQUIREMENTS FOR CONSTABLE

- Proof of Election to Office - Term of Office _____
- Proof of Act 49 Constable Certification from Commonwealth of Pennsylvania
- Proof of professional liability insurance (\$250,000 per incident and \$500,000 per year)
- Copy of Official Bond and Oath in amount of \$5,000
- Copy of Constable's Oath of Office
- Copy of vehicle registration
- Copy of driver's license
- Proof of motor vehicle insurance (\$100,000 per person, \$300,000 per accident)
- Acknowledgment of Receipt of Chester County Constable Handbook

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