

Bill No. 5037

Ordinance No. _____

Requested by: Steve Ehlmann

Sponsored by: Mike Elam

AN ORDINANCE AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT BETWEEN ST. CHARLES COUNTY, MISSOURI, AND THE UNITED STATES ATTORNEY’S OFFICE FOR THE EASTERN DISTRICT OF MISSOURI IN CONJUNCTION WITH THE MISSOURI HIGHWAY PATROL AS FISCAL AGENT AND MOHSEN PASHA AS AN INDEPENDENT CONTRACTOR

WHEREAS, St. Charles County, Missouri, acting as administrator of the St. Charles County Drug Task Force, and the United States Attorney’s Office for the Eastern District of Missouri are in need of services related to administration of the St. Charles County Drug Task Force; and

WHEREAS, execution of the Professional Service Agreement will initiate a contract with Mohsen Pasha, an independent contractor, to provide the required professional services for an eleven (11) month period commencing February 1, 2022 and ending December 31, 2022; and

WHEREAS, execution of the Professional Service Agreement between St. Charles County, the Missouri State Highway Patrol, the Office of the United States Attorney for the Eastern District of Missouri, and Mohsen Pasha, will enable the St. Charles County Drug Task Force to

accomplish its purposes and benefit the residents of St. Charles County in relation to the Midwest High Intensity Drug Trafficking Areas (HIDTA) program; and

WHEREAS, Section 70.220 RSMo. authorizes intergovernmental agreements between political subdivisions for the purposes herein set out.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The County Executive, or his designee, is hereby authorized to execute the Professional Service Agreement between St. Charles County, Missouri, and the United States Attorney's Office for the Eastern District of Missouri in conjunction with the Missouri State Highway Patrol as fiscal agent and Mohsen Pasha, individually.

Section 2. The agreement with Mohsen Pasha shall be substantially the same in form and content as that attached hereto as **EXHIBIT A** and incorporated herein.

Section 3. Compliance with all the terms of the respective agreements shall be the responsibility of the County Executive.

Section 4. This ordinance shall be in full force and effect from and after the date of its passage and approval, and the Agreement shall be valid upon execution by the independent contractor and by the authorized

representative of each governmental entity entering into such agreement, as required by Chapter 70 of the Revised Statutes of the State of Missouri.

DATE PASSED

DATE APPROVED BY COUNTY EXECUTIVE

CHAIR OF THE COUNCIL

COUNTY EXECUTIVE

ATTEST:

COUNTY REGISTRAR

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this ordinance is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

Director of Finance

Date

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT

BETWEEN

THE COUNTY OF ST. CHARLES, MISSOURI (“the County”),
THE UNITED STATES ATTORNEY’S OFFICE FOR
THE EASTERN DISTRICT OF MISSOURI (“U.S. Attorney’s Office”)
AND
MOHSEN PASHA (“Pasha”)

This Personal Service Agreement (“Agreement”) shall evidence the terms by which the County of St. Charles, Missouri, acting as administrator of the St. Charles County Drug Task Force (“County”), and the U.S. Attorney’s Office for the Eastern District of Missouri, engages MOHSEN PASHA individually as an independent contractor, for the purposes of him performing the services hereinafter enumerated in relation to the Midwest High Intensity Drug Trafficking Area (“HIDTA”) program with such additional duties and responsibilities as may be hereinafter assigned from time to time to him by the United States Attorney for the Eastern District of Missouri, or his/her designee.

1. Term of Agreement: The term of this agreement shall be for an eleven (11) month period commencing February 1, 2022, and ending December 31, 2022. The parties to this Agreement acknowledge that any future continuation of the agreement after this period will be contingent upon continued grant funding for the Midwest HIDTA program, and a determination by the U.S. Attorney’s Office that Pasha has performed his contracted professional services to its satisfaction.
2. Services: Pasha agrees to perform the professional services of a Special Assistant United States Attorney (“SAUSA”) as directed by the United States Attorney, but not limited to the following:
 - a. Perform duties consistent with the prosecution of federal and/or state criminal charges related to, arising out of, or in any way connected to the manufacture, sale, or possession of any controlled substances as set forth in federal law, federal regulation or state law. Said substances shall include methamphetamine, but are not limited to that drug alone.
 - b. Assist with the prosecution of any appropriate forfeiture charges relevant to Section 2(a) above.

- c. Provide creative input and direction for the Midwest HIDTA program.
 - d. Assist with the maintenance of any efforts to track statistics and other measurement criteria for all Midwest HIDTA efforts within the Eastern District of Missouri, including providing measurement data to the Missouri State Highway Patrol, and the Midwest HIDTA.
 - e. Comply fully with any Department of Justice policy guidelines as set forth in the United States Attorney's Manual, and any policies of the U.S. Attorney's Office for the Eastern District of Missouri.
 - f. Take all actions necessary to maintain compliance with all federal and state rules and/or policies governing the admission and the practice of law in the Eastern District of Missouri.
3. Relationship: Pasha is and shall at all times be an independent contractor and is not to be considered an agent or employee of the Missouri State Highway Patrol, the Department of Justice, the County of St. Charles, Missouri, or the United States Attorney's Office for the Eastern District of Missouri. Pasha will be an independent contractor and not an employee of the County. This Agreement does not, and is not intended to, create or continue an employer-employee relationship between the County and Pasha, it being understood that Pasha is an independent contractor with respect to the services required of him. As an independent contractor, Pasha is not entitled, and specifically disclaims and waives any right, to any benefit or benefit program offered by the County to any employee or group of employees including but not limited to, any insurance, pension, profit sharing, life insurance, vacation, incentive compensation or other benefits offered to any employee or group of employees of the County, the Missouri State Highway Patrol, or the U.S. Attorney's Office.
4. Payment: As payment for the above-described professional services rendered in accordance with this Agreement, the County of St. Charles, Missouri, acting as administrator of the St. Charles County Drug Task

Force and in no other manner, shall disburse to Pasha the sum of \$100,834 for salary and fringe benefits. Said sum shall be paid in equal monthly installments of \$9,167 over the eleven-month term of this Agreement, subject to receipt by the County. Pasha will receive no other compensation for professional services rendered pursuant to this Agreement other than the payments identified in this section and Section Five (5) of this Agreement. The obligation of the County of St. Charles, MO to disburse any funds to Pasha is contingent on the Missouri State Highway Patrol receiving HIDTA funds from HIDTA and upon the Missouri State Highway Patrol transferring said funds to the County of St. Charles, MO. The County of St. Charles, MO shall only be obligated to disburse funds to Pasha in an amount equal to or less than the amount of HIDTA funds received by the County of St. Charles, MO from the Missouri State Highway Patrol, who, in turn, is obligated to disburse only funds they receive from HIDTA. Pasha and his successors agree to hold the County of St. Charles, Missouri, and the Missouri State Highway Patrol harmless in the event that they have not received the requisite distribution of funds from the Missouri State Highway Patrol and/or HIDTA.

5. Expense Reimbursement: Over the term of this Agreement, Pasha may be entitled to reimbursement for certain approved expenses incurred while performing the services contained in this Agreement. All requests for reimbursement of expenses shall be provided to the United States Attorney for review and approval and forwarded to the Missouri State Highway Patrol for reimbursement.
6. Taxes: Pasha shall be solely responsible for any and all federal, state, and local tax consequences that result from his receipt of any payments or reimbursements paid in accordance with this Agreement.
7. Office Space and Secretarial Support: Pasha will office in the United States Attorney's Office-St. Louis, Missouri, and shall have secretarial support consistent with other Assistant United States Attorneys in that office. Pasha may be called on to provide professional services in any county in the Eastern District.

8. Reporting Requirements: All participants, including the County, are required by ONDCP to prepare a final report of initiative expenditures which shall be submitted to the "Fiscal Agent" (Missouri State Highway Patrol) within 30 days of the close of the program year. The financial report will be on a form provided by the "Fiscal Agent." The report shall also contain a comparison of actual costs/expenditures against budget estimates. Failure to submit reports on a timely basis may result in the interruption or termination of the initiative funding for the County.

Detailed information on the financial reporting requirements are found in the HIDTA 1997 Financial and Administrative Guidelines publication (Appendix B).

9. Program Standards: The County agrees to abide by the standards and rules defined in the HIDTA 1997 Financial and Administrative Guidelines (Appendix B).
10. Invoicing: All invoices require the approval of the Missouri HIDTA Coordinator to receive reimbursement. The County shall invoice once per month, on or about the first of the month, for expenditures incurred during the prior month. Invoices shall be on the form provided by the "Fiscal Agent" and shall contain a listing of expenditures by category. The County shall retain the original supporting documentation and provide a copy of such to the "Fiscal Agent" upon written request.
11. Scope of Service: The services carried out under this Personal Service Agreement shall be consistent with those contained in the Initiative Proposal and Budget as approved for funding by ONDCP. Changes shall not be made in the subject or proposed objectives and products of initiative activities without prior written approval from the Midwest HIDTA Executive Committee and the Midwest HIDTA Executive Director.
12. Acceptance: Execution of this Personal Service Agreement is contingent on acceptance of all standards and conditions of the HIDTA Financial and Administrative Guidelines, including Appendix B

thereto.

13. Duration: The term of this Personal Service Agreement shall commence on February 1, 2022, and shall continue thereafter until December 31, 2022, unless either terminated by either party as provided below or upon expiration or termination of the HIDTA grant program.
14. Termination: This Agreement shall terminate upon the termination of the HIDTA grant program, and may be terminated by any party at any time, without cause; provided however, should any party terminate this Agreement for any reason other than the termination or expiration of the HIDTA grant program, such party shall give thirty (30) days written notice of intent to terminate the Agreement. Pasha understands, nonetheless, that at any time, should he be no longer able to perform the services required herein for any reason, this entire Agreement shall automatically terminate without notice.
15. Choice of Laws: This Personal Service Agreement shall be construed in accordance with the laws of the United States of America and the State of Missouri.
16. Amendments: Amendments to this Personal Service Agreement may be made only in writing and when duly approved and executed by all parties hereto and made a part of this Personal Service Agreement by reference.
17. Notice: All notices required to be given hereunder shall be given in writing by telecopier, overnight mail, facsimile transmission, certified or registered mail or by hand delivery at the respective addresses of the parties set forth herein, or at such other addresses as may be designated in writing by either party. Notice given by mail shall be deemed given three (3) days after the date of mailing thereof to the following addresses:

MOHSEN PASHA
Thomas F. Eagleton Courthouse
111 South Tenth Street, 20th Floor
St. Louis, MO 63102

United States Attorney
Thomas F. Eagleton Courthouse
111 South Tenth Street, 20th Floor
St. Louis, MO 63102
ATTN: James C. Delworth

County of St. Charles, Missouri
201 N. 2nd Street, Rm 529
St. Charles, Missouri 63301
ATTN: Finance Director, Robert W. Schnur

Missouri State Highway Patrol
P.O. Box 568
Jefferson City, MO 65102
ATTN: David Glenn

18. Miscellaneous Provisions:

- a. This Agreement shall not bestow any rights upon any third party, but rather shall bind and benefit Pasha, the County of St. Charles, Missouri and the U.S. Attorney's Office only.
- b. This Agreement contains all of the agreements of the parties relating to the subject matter hereof, and is the full and final expression of the agreement between the parties.
- c. This Agreement may be amended only by the mutual written consent of all parties.
- d. Pasha agrees to and shall indemnify, hold harmless, and defend the County of St. Charles, Missouri, the U.S. Attorney's Office, the Missouri State Highway Patrol (MSHP) and Midwest HIDTA program

(HIDTA) from and against any and all claims, losses, damages, causes of action, suits and liability of any kind, including all expenses of litigation, court costs, and attorneys' fees for any and all injuries arising out of or in connection with his employment where such injuries are caused in whole or in part by his negligence, and regardless of whether that negligence is the sole or concurring cause of the resulting damage(s).

e. Pasha does hereby release, acquit and forever discharge the County of St. Charles, Missouri, the U.S. Attorney's Office, the MSHP and HIDTA of any and all debts, damages, claims, causes of action, suits, liabilities, and demands of whatever nature which might subsequently accrue by reason of any matter or thing whatsoever, and particularly growing out of in any way connected with, directly or indirectly this Agreement and/or services to be performed pursuant to the same, including, but not limited to, any claims for workers' compensation, health insurance or any other benefit provided employees by the County of St. Charles, Missouri, the U.S. Attorney's Office, and the MSHP.

f. Pasha and the County of St. Charles, Missouri, do hereby release, acquit and hold harmless the MSHP for any dissatisfaction with any aspect of MSHP concerning or in any way growing out of its connection or association with HIDTA as fiscal agent for HIDTA, made or alleged by any agent, servant or employee of the County of St. Charles, Missouri, or by an independent contractor associated in any way with the County of St. Charles, Missouri, EXCEPT the County of St. Charles, Missouri, may make claims for reimbursement as otherwise set forth in this Professional Service Agreement.

The obligation of the Missouri State Highway Patrol as FISCAL AGENT is contingent on the MSHP receiving reimbursement funds from the Midwest HIDTA. The MSHP shall only be obligated to disburse funds to the County of St. Charles, Missouri in an amount equal to or less than HIDTA funds received by the MSHP.

g. Pasha, the U.S. Attorney's Office, and the MSHP, do hereby release, acquit and hold harmless the County of St. Charles, Missouri, for any dissatisfaction with any aspect of County of St. Charles,

Missouri, acting as administrator of the St. Charles County Drug Task Force and in no other manner, concerning or in any way growing out of its connection or association with HIDTA, EXCEPT that Pasha and/or the U.S. Attorney's Office may make claims for reimbursement as otherwise set forth in this Professional Service Agreement.

h. Pasha covenants and agrees that he will not employ any individual to perform any services required of him by this Agreement.

i. Notwithstanding anything to the contrary contained herein, the County of St. Charles, Missouri, the U.S. Attorney's Office and Pasha hereby agree that no claim or dispute between the County of St. Charles, Missouri, the U.S. Attorney's Office or Pasha arising out of relation to this Agreement shall be decided by an arbitration proceeding including, without limitations, any proceeding under the Federal Arbitration Act (9 U.S.C. 1-14) or any applicable state arbitration statute; provided however that in the event the County of St. Charles, Missouri and the U.S. Attorney's Office is subjected to an arbitration proceeding notwithstanding this provision, Pasha consents to be joined in the arbitration proceeding if Pasha's presence is required or requested by the County of St. Charles, Missouri and the U.S. Attorney's Office for complete relief to be recorded in the arbitration proceeding.

j. Neither Pasha nor the County of St. Charles, Missouri or the U.S. Attorney's Office shall sell, assign or transfer any of its rights or obligations under this Agreement in whole or in part without the prior written consent of the other parties.

k. Failure of any party hereto to insist at any time on the strict performance of any of the provisions of this Agreement herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by all appropriate remedies, strict compliance with any other obligations hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

l. This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the United States and

of the State of Missouri, regardless of the place of its execution or performance.

m. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

n. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

o. The officers executing this Agreement on behalf of the parties hereto confirm that such officers have full authority to execute this Agreement and to bind the party he/she represents.

p. Pasha and the U.S. Attorney's Office jointly and severally agree to and shall indemnify, hold harmless and defend the County of St. Charles, Missouri from and against any and all claims, losses, damages, causes of action, suits and liability of any kind, including all expenses of litigation court costs and attorney fees, for any and all injuries, claims or causes of action arising out of or in connection with Pasha's performance of his duties hereunder.

q. Pasha and the U.S. Attorney's Office agree to and shall indemnify, hold harmless and defend the County of St. Charles, Missouri from and against any and all claims, losses, damages, causes of action, suits and liability of any kind, including all expenses of litigation, court costs and attorney fees, resulting from a determination by any governmental agency that Pasha is an employee of either Midwest HIDTA, the U.S. Department of Justice, the Missouri State Highway Patrol, the County of St. Charles, Missouri or the United States Attorney's Office, rather than an independent contractor as contemplated by this Agreement.

COUNTY OF ST. CHARLES, MO

Date

STEVE EHLMANN
County Executive

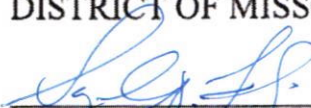
Date

ROBERT W. SCHNUR
Finance Director

OFFICE OF THE UNITED STATES
ATTORNEY FOR THE EASTERN
DISTRICT OF MISSOURI

12/21/21

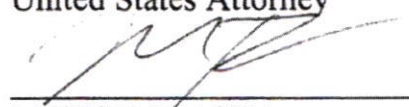
Date



SAYLER A. FLEMING
United States Attorney

12/17/21

Date



MOHSEN PASHA
Special Assistant United States Attorney