



# COUNTY OF SAN MATEO SHERIFF'S OFFICE

Interdepartmental Correspondence

Date: April 4, 2001

Hearing Date: April 24, 2001

TO: Honorable Board of Supervisors

FROM: Don Horsley, Sheriff *DH*

SUBJECT: Agreement with James Molinari to direct the Northern Bay Area High Intensity Drug Trafficking Area (HIDTA)

### Recommendation

Adopt a Resolution authorizing the President of the Board to execute an Agreement with James Molinari to direct the Northern Bay Area High Intensity Drug Trafficking Area (HIDTA) for the period of April 1, 2001 through March 31, 2002 in an amount not to exceed \$120,000.

### Background

The Anti-Drug Abuse Act of 1988, Public Law 100-690 created the High Intensity Drug Trafficking Area (HIDTA). HIDTA serves the most critical drug trafficking areas of the United States. Local, state, and Federal partnerships, embodied in the HIDTA Executive Committees, are provided resources for jointly reducing drug trafficking activities; particularly those activities which have a harmful impact in other areas of the United States. The San Francisco Bay Area has been designated as a HIDTA by the Director of the Office of National Drug Control Policy (ONDCP). As such, a HIDTA Executive Committee comprised of Federal, state, and local participating agency representatives has been formed to direct the efforts of this task force. The Executive Committee selects and appoints the HIDTA Director. The Director receives administrative and policy guidance from the ONDCP.

### Discussion

There are 16 Federal, state, and local law enforcement participants on the HIDTA Executive Committee, and approximately 44 agencies total throughout the Bay Area who participate in HIDTA programs. San Mateo County Sheriff's Office has agreed to serve as the leading local agency for administrating the fiscal operations of HIDTA for the Bay Area. One of the main tasks for the Executive Committee was to select and appoint the HIDTA Director.

The former incumbent, Steven Wood has retired. A selection committee interviewed and reviewed qualifications of several candidates to fill the position of HIDTA Director. Mr. James Molinari has been selected as the best candidate. He has served as Vice Chairperson of HIDTA for the past several years. Mr. Molinari's career experience including many years as a San Francisco Police Department Manager, during which time he also commanded the narcotics unit, which was followed by appointment to the post of US Marshal for Region Nine. Mr. Molinari's reputation for excellent public service is well recognized at regional and state levels, as well as at the national level in Washington DC.

**County Counsel**

County Counsel has reviewed and approved this Resolution and agreement.

**Fiscal Impact**

The HIDTA grant provides funding for the Director's services of \$120,000 annually for FY 2001-02. The cost of this Agreement is thus fully funded by a Federal Office Drug Control Policy Grant, and is included within the FY 2000-01 and 2001-02 HIDTA Budget. There is no Net County cost as a result of this action.

**Resolution No. \_\_\_\_\_**

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\* \* \* \* \*

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH JAMES  
MOLINARI TO ACT AS DIRECTOR OF THE NORTHERN HIGH INTENSITY  
DRUG TRAFFICKING AREA (HIDTA)**

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**RESOLVED**, by the Board of Supervisors, County of San Mateo, State of California, that:

**WHEREAS**, in 1997, the Bay Area was designated as a High Intensity Drug Trafficking Area (HIDTA); and

**WHEREAS**, the Anti-Drug Abuse Act of 1988, Public Law 100-690 authorizes the Sheriff's Office as a part of the HIDTA Executive Committee to appoint a Director to HIDTA; and

**WHEREAS**, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement with James Molinari to direct the Northern Bay Area High Intensity Drug Trafficking Area (HIDTA) in an amount not to exceed \$120,000; and

**WHEREAS**, the this Board has been presented with a form of such Agreement and said Board has examined and approved same as to both form and content and desires to enter into same; and

**NOW, THEREFORE, BE IT RESOLVED THAT:** the President of this Board of Supervisors be, and is hereby authorized to execute the agreement for and on behalf of the County of San Mateo, and the Clerk of this Board of Supervisors shall attest his signature thereto.

\* \* \* \* \*

**AGREEMENT**  
**BETWEEN THE COUNTY OF SAN MATEO**  
**AND JAMES MOLINARI**

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This Agreement entered this \_\_\_\_\_ of \_\_\_\_\_ 2001, by and between the **COUNTY OF SAN MATEO** a political subdivision of the State of California, hereinafter called "COUNTY" and **JAMES MOLINARI**, hereinafter called "CONTRACTOR."

**WITNESSETH:**

**WHEREAS**, *it is necessary and desirable that Contractor be engaged by County for the purpose of performing the professional services relating to the Northern California High Intensity Drug Trafficking Area (HIDTA); and*

**WHEREAS**, *in 1997, ten bay area counties (Alameda, Contra Costa, Lake, Marin, Monterey, San Francisco, San Mateo, Santa Clara, Santa Cruz, and Sonoma) were designated as the Northern California HIDTA; and*

**WHEREAS**, *the ten county HIDTA is composed of individual local, state, and federal law enforcement agencies united in the common goal of reducing drug-related crime, violence, and abuse in our communities; and*

**WHEREAS**, *pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of special services to or for County or any Department thereof; and*

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:**

**1. Services to be performed by Contractor**

In consideration of the payments hereinafter set forth, a description of services provided by Contractor is attached hereto and incorporated into the agreement by this reference as Exhibit A.

to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of this work of the Agreement.

(b) Liability Insurance

The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

*Such insurance shall include:*

- |                                       |                     |
|---------------------------------------|---------------------|
| (1) Comprehensive General Liability   | \$ <u>1,000,000</u> |
| (2) Motor Vehicle Liability Insurance | \$ _____            |
| (3) Professional Liability            | \$ _____            |

If this Agreement remains in effect more than three (3) years from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County Agreements by giving sixty (60) days notice to Contractor.

The County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, with respect to any vicarious liability imposed on them on account of the negligence of Contractor which policies shall contain a provision or endorsement that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the limits stated above, such other insurance shall be excess insurance only.

## 7. Non-discrimination

- (a) General No person shall, on the grounds of race, religious affiliation or non affiliation, sex, sexual orientation, marital status, age [over forty (40)], disability, medical condition (including but not limited to AIDS, ARC, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- (b) Employment Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's personnel policies shall be made available to County upon request.
- (c) Violation. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager including but not limited to:
- i. termination of this Agreement;
  - ii. disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii. liquidated damages of \$2,500 per violation;
  - iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provision of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;

- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Agreement or any other Agreement between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the complaint when filed.

#### **9. Sole Property of the County**

Any system or document developed, produced or provided under this contract shall become the sole property of the County.

#### **10. Access to Records**

- (a) The County, the Federal grantor agency, the Controller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of an audit, examination, excerpts, and transcriptions.
- (b) Contractor shall maintain all required records for three years after County makes final payments and all other pending matters are closed.

#### **11. Merger Clause**

This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises,

negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modification shall be in writing. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.



**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives,  
have affixed their hands.

**COUNTY OF SAN MATEO**  
*A Political Sub-division of the  
State of California*

By: \_\_\_\_\_  
Michael D. Nevin, President  
Board of Supervisors, County of San Mateo

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board of Supervisors, County of San Mateo

Date: \_\_\_\_\_

**JAMES MOLINARI**

By: James Molinari

Date: April 4, 01

Social Security Number: 555-58-3948

**EXHIBIT A**  
**AGREEMENT BETWEEN COUNTY OF SAN MATEO**  
**AND JAMES MOLINARI**

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**I. SERVICES TO BE PERFORMED BY CONTRACTOR**

- A. Fulfill responsibilities as Director of HIDTA hereinafter set forth, Contractor will solicit proposed initiative, and corresponding budget requests from all participating agencies, review them and liaison with submitting agencies to condense the proposals into an annual plan of action for each pertinent component of HIDTA (law enforcement, treatment/criminal justice supervision, and prevention) in accordance with the Program Guidance published by the Office of National Drug Control Policy (ONDCP) each year.
- B. Prepare and present the recommended annual HIDTA plan to the HIDTA Executive Committee for review, editing and approval. The final Annual Report authorized by the HIDTA Executive Committee is forwarded by the Chairperson to ONDCP. In the case of grant funding, Contractor will ensure preparation of additional budget and program requests consistent with the Office of Justice (OJP) requirements.
- C. Serve as liaison for HIDTA task forces and specific initiatives with law enforcement and military agencies, treatment and prevention agencies, as well as private sector organizations and vendors interacting with HIDTA participants.
- D. Hire support personnel for HIDTA administration and establish and maintain administrative procedures for the HIDTA initiatives.
- E. Establish and maintain a separate case / project tracking system for each component of HIDTA.
- F. Establish and maintain HIDTA-wide accounting system to ensure compliance with the General Accounting Office (GAO) audit procedures. Monitor expenditures to ensure consistency with programmatic objectives, and in case of grant funding, compliance with the Office of Management Budget (OMB) / OJP guidelines.
- G. Establish and maintain HIDTA initiative site, lease space, purchase equipment, and administrative system.
- H. Manage HIDTA resources dedicated to the common expenses of initiatives.
- I. Determine requirement for automation and technology needs of initiatives.

- J. Chair meetings of participating agencies to foster the sharing of information, technology and case support.
- K. Promote the establishment and continuation of the HIDTA information / Intelligence Center in consultation with the Executive Committee. Purchase hardware, obtain appropriate systems support and broker multi-agency participation.

**II. AMOUNT AND METHOD OF PAYMENTS**

- A. Payment by County to Contractor for services described herein shall be in the amount of \$10,000 monthly for the term beginning April 1, 2001, to and including March 31, 2002. Total payment during said term shall not exceed \$120,000. County will also separately reimburse Contractor for mandatory \$1,000,000 professional liability insurance coverage up to the premium amount of \$800 per year.
- B. County shall have the right to withhold payment if HIDTA Executive Committee determines that the quantity or quality of the work is unacceptable.

**III. TERM AND TERMINATION**

- A. The term of this Agreement shall be for a one-year term from April 1, 2001 through March 31, 2002.
- B. Either party may terminate this Agreement at any time by giving at least 30 days written notice to the other party. Notices shall be sent to the following:

County: Don Horsley, Sheriff  
San Mateo County Sheriff's Office  
400 County Center  
Redwood City, CA 94063

Contractor: James Molinari  
450 Golden Gate Avenue, 20<sup>th</sup> Floor  
San Francisco, CA 94102

Termination, as herein provided, shall be effective for all purposes except as to obligations which have occurred prior to the effective date thereof. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except if County determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.

- C. Upon expiration of this Agreement, it is the intent of both parties to renew each year for an agreed upon compensation until the year 2003. Each year to this end, both parties shall thereafter negotiate the terms of such extensions for the agreements.