

AGREEMENT WITH CITY OF DALY CITY
FOR CUSTODIAL AND MAINTENANCE SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CITY OF DALY CITY, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Department of Hospital and Clinics; and

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

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

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide custodial and building, grounds, parking lot maintenance services as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed THREE HUNDRED SEVENTY THOUSAND SIX HUNDRED EIGHT DOLLARS (\$370,608) for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Mutual Hold Harmless

It is agreed that Contractor shall defend, save harmless and indemnify County, its officers and employees, from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of Contractor, its officers and/or employees.

It is further agreed that County shall defend, save harmless and indemnify Contractor, its officers and employees, from any and all claims for injuries or damages to persons

and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of County, its officers and/or employees.

In the event of concurrent negligence of Contractor, its officers and/or employees, and County, its officers and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as established presently, or as may be hereafter modified.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer 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 the work of this Agreement.

B. Liability Insurance. 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 claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor 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 not be less than the amounts specified below.

Such insurance shall include:

- 1) Comprehensive General Liability \$1,000,000
- 2) Motor Vehicle Liability Insurance \$ N/A
- 3) Professional Liability \$ N/A

If this Agreement remains in effect more than one (1) year 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.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions 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 Contract or any other contractor 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 thirty (30) days of such filing, provided that within such thirty (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 its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

1) In the case of County, to:

San Mateo County
Division of Hospital and Clinics
222 39th Avenue
San Mateo, CA 94403

or to such person or address as County may, from time to time furnish to

Contractor.

2) In the case of Contractor, to:

City of Daly City
333 90th Street
Daly City, CA 94015

B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from June 1, 2002 through May 31, 2004. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon (90) days' written notice to the other party.

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

COUNTY OF SAN MATEO

CITY OF DALY CITY

By: _____
Jerry Hill, President
Board of Supervisors, San Mateo County

By:  _____
City Manager

Date: _____

Date: MAY 14, 2002

ATTEST:

By: _____
Clerk of Said Board

Date: _____

SCHEDULE C

Contract between County of San Mateo and City of Daly City hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, 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. 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 contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

SCHEDULE A

CITY OF DALY CITY

Services

Contractor shall provide custodial and maintenance services as described below, consistent with the terms and provisions of this agreement:

A. Custodial Services

Contractor shall provide custodial service sufficient to maintain the building in a clean condition, that is to eliminate all visible dust, dirt, litter, grime, stains, smears, finger marks, etc., to the greatest practical degree possible, by performing at the following:

1. Daily

- a) Empty and clean all trash containers and dispose of all trash and rubbish. Insert new liners.
- b) Dust mop and wet mop all floors, including hallways.
- c) Vacuum all carpeted areas
- d) Furnish and replenish all toilet room supplies (including soap, towels, seat covers, toilet tissue, and sanitary napkins. County will provide soap for the clinic area only. Contractor will provide soap for all other areas.).
- e) Clean all room sinks, toilets and urinals, and baby-changing table using appropriate cleaning supplies so that they are maintained in a sanitary and odor-free condition. County will provide the disinfectant/cleaner "Cavicide".
- f) Remove finger marks and smudges from all glass entrance doors and bathroom mirrors.
- g) Dust the tops of all furniture, counters, cabinets and window sills (which are free of interfering objects)
- h) Remove spots and or spills from the carpets, rugs, floors, and stairways.
- i) Spot clean the walls.
- j) Wipe down all exam tables and all counter tops in the exam room, lab, and treatment rooms on the first (1st) floor with Cavicide disinfectant solution.
- k) Wipe down scales and the outside of all needle (Sharp's) containers daily with Cavicide.

2. Weekly
 - a) Buff the floors
 - b) Vacuum room vents, including bathroom vents.
 - c) Clean glass doors and interior windows.
 - d) Vacuum upholstery
 - e) Clean chairs and bases.
3. Quarterly
 - a) Wash all the walls.
 - b) Launder all cubicle curtains
 - c) Shampoo all carpets
4. Semi-annually
 - a) Launder all window curtains. Wash all venetian or louver blinds, and light fixtures.
 - b) Shampoo all chair upholstery.

B. Building Maintenance Services

Contractor shall maintain the premises in good repair and tenantable condition, so as to minimize breakdowns and loss of County's use of the premises caused by deferred or inadequate maintenance, including, but not limited to:

1. Generally maintaining the premises in good, vermin-free operating condition and appearance.
2. Furnishing prompt, good quality repair of the premises, equipment and appurtenances, including public address speakers. This does not include medical or business equipment that shall be maintained by county, specifically: Radiology equipment, dental equipment, autoclaves, thermometers, otoscopes, copiers, computers, fax machines or other equipment not integral to the building.

Phone calls should be returned in a reasonable and timely manner. Contractor will be available during normal City work hours and shall respond to calls for services on a priority basis. If, for some reason, Contractor cannot respond to the Health Center within a reasonable period of time, Contractor will call with an estimated response time.

3. Furnishing preventative maintenance, including, but not limited to, manufacturer's recommended servicing of building equipment such as elevator, electrical, heating and ventilating equipment, and fixtures.

4. Furnishing and promptly replacing any inoperative light bulbs, fluorescent tubes, ballasts, starters, and filters for the heating, ventilating, and air conditioning equipment as required.
5. Semi-annual testing maintenance of all smoke detectors in the building.
6. Prompt removal of graffiti.

C. Landscaping and Parking Lot Maintenance

Contractor shall provide landscaping and parking lot maintenance as needed to maintain the premises in good appearance, condition, repair in accordance with professional landscaping standards, by performing at least the following:

1. Clean up of litter in the landscaped and parking areas.
2. Herbicidal weed control, ground cover trimming, hand weeding, and tree trimming
3. Sweeping of the parking lot area once a week.
4. Furnish and replace parking lot lights as needed.
5. Re-stripe the parking lot biannually.

SCHEDULE B

CITY OF DALY CITY

Payments

- A. In full consideration of the services provided by Contractor and subject to the provision of paragraph 2A of this Agreement, County shall pay contractor at the rate of \$15,442 per month for a maximum yearly amount of ONE HUNDRED EIGHTY-FIVE THOUSAND THREE HUNDRED FOUR DOLLARS (\$185,304).
- B. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for the current month. All invoices shall provide reasonable detail of the services for which the claim is made. County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable.
- C. In the event this Agreement is terminated prior to May 31, 2004, Contractor shall be paid on a pro-rated basis for only that portion of the contract term during which Contractor provided services pursuant to this agreement.
- D. The term of this agreement shall be from June 1, 2002 through May 31, 2004. In no event shall total payment for services under this agreement exceed THREE HUNDRED SEVENTY THOUSAND SIX HUNDRED EIGHT DOLLARS (\$370,608).

Attachment I

Assurance of Compliance with Section 504 of the
Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. employs fewer than 15 persons.
- b. employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Richard Berger

Name of 504 Person - Type or Print

City of Daly City

Name of Contractor(s) - Type or Print

333 90th Street

Street Address or PO Box

Daly City

City

CA

State

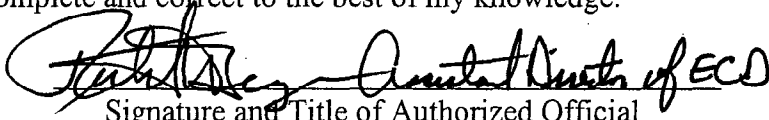
94015

Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

5/1/02

Date


Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: City of Daly City
Contact Person: John C. Martin
Address: 333 - 90th Street
Daly City, CA 94015
Phone Number: 650/991-8127 Fax Number: 650/991-9459

II Employees

Does the Contractor have any employees? x Yes ___ No
Does the Contractor provide benefits to spouses of employees? x Yes ___ No

If the answer to one or both of the above is no, please skip to Section IV.


III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this ___ day of _____, 20__ at Daly City, CA
(City) (State)


Signature

John C. Martin
Name (Please Print)

City Manager
Title

94-600316
Contractor Tax Identification Number

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
5/29/02

PRODUCER

ROBERT F. DRIVER COMPANY, INC.
P.O. Box 6450
Newport Beach, CA 92658-6450
Ph (949) 756-0271 / Fax (949) 756-2713
License No. 0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY. IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

INSURED

CITY OF DALY CITY
ATTN: MIKE WILSON
333 90TH STREET
DALY CITY, CA 94015

COMPANY LETTER	A	EMPLOYERS REINSURANCE CORPORATION
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSION AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE
A	OTHER EXCESS WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	0644807	01/01/02	01/01/03	\$ 25,000,000 WORKERS' COMP \$ 2,000,000 EMPLOYERS' LIABILITY \$ 300,000 SIR

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

TWO YEAR LEASE FOR MAINTENANCE OF NORTH COUNTY HEALTH CENTER, 380 - 90TH STREET. SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.

CERTIFICATE HOLDER

SAN MATEO COUNTY
HOSPITALS & CLINICS (HOS316MM)
ATTN: TERE LARCINA
222 - 29TH AVENUE
SAN MATEO, CA 94403

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES SUBJECT TO 10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

AUTHORIZED REPRESENTATIVE

(Handwritten Signature)

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
5/29/02

PRODUCER

DRIVER ALLIANT INSURANCE SERVICES, INC.
P.O. Box 6450
Newport Beach, CA 92658-6450
Ph (949) 756-0271 / Fax (949) 756-2713
License No. 0C36861

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COMPANIES AFFORDING COVERAGE

INSURED

CITY OF DALY CITY
ATTN: MIKE WILSON
333 90TH STREET
DALY CITY, CA 94015

COMPANY LETTER	A	SPECIALTY NATIONAL INSURANCE COMPANY
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSION AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	3XZ120838-00 EXCESS OF \$100,000 SIR	07/01/01	07/01/02	GENERAL AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY	
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	
					MED. EXPENSE (Any one person)	
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	EXCESS LIABILITY				EACH OCCURRENCE	
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				SIR	
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	
					DISEASE-POLICY LIMIT	
					DISEASE-EACH EMPLOYEE	
	OTHER PUBLIC OFFICIALS ERRORS AND OMISSIONS.					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
TWO YEAR LEASE FOR MAINTENANCE OF NORTH COUNTY HEALTH CENTER, 380 - 90TH STREET. ADDITIONAL COVERED PARTY AS PER ATTACHED ENDORSEMENT NO. 3. SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.

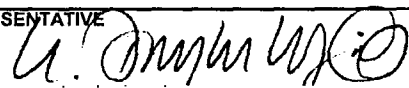
CERTIFICATE HOLDER

SAN MATEO COUNTY
HOSPITALS & CLINICS (HOS316MM)
ATTN: TERE LARCINA
222 - 29TH AVENUE
SAN MATEO, CA 94403

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE



ENDORSEMENT NO. 3

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

IT IS AGREED THAT THE FOLLOWING ARE ADDED AS ADDITIONAL INSUREDS HEREUNDER, BUT ONLY AS RESPECTS LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, AND FURTHER PROVIDED THAT THE INCLUSION OF SUCH ADDITIONAL INSURED SHALL NOT SERVE TO INCREASE THE COMPANY'S LIMIT OF LIABILITY AS SPECIFIED IN THE DECLARATIONS OF THIS POLICY.

NAMED INSURED: CITY OF DALY CITY
ATTN: MIKE WILSON
333 90TH STREET
DALY CITY, CA 94015

SCHEDULE

NAME OF PERSON OR ORGANIZATION: SAN MATEO COUNTY
HOSPITALS & CLINICS (HOS316MM)
222 - 29TH AVENUE
SAN MATEO, CA 94403

TWO YEAR LEASE FOR MAINTENANCE OF NORTH COUNTY HEALTH CENTER, 380 - 90TH STREET.

PER CERTIFICATE OF INSURANCE APPROVED BY THE COMPANY, AND ON FILE WITH THE COMPANY.

All other terms and conditions remain unchanged
Effective date of this endorsement is: July 1, 2001 - July 1, 2002

Attached to and forming part of No. 3XZ120838-00

SPECIALTY NATIONAL INSURANCE COMPANY

Issued to: MEMBERS OF CALIFORNIA MUNICIPAL EXCESS
LIABILITY JOINT PURCHASE PROGRAM, ET AL

Public Access
Underwriting Services

Dated: July 1, 2001

Endt. #3

By:



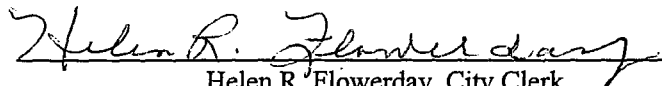
STATE OF CALIFORNIA }
 }
 } ss.
COUNTY OF SAN MATEO }

I, Helen R. Flowerday, City Clerk, in and for the City of Daly City, County of San Mateo, State of California, and ex-officio Clerk of the City Council thereof, do hereby certify the annexed to be a full, true and exact copy of

Resolution No. 02-108, Authorizing Execution of Agreement for Custodial and Maintenance Services for the North County Health Center

as the same appears in the official records of the City of Daly City.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 15th day of May 2002.



Helen R. Flowerday, City Clerk

Deputy City Clerk

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY
AUTHORIZING EXECUTION OF AGREEMENT FOR CUSTODIAL AND MAINTENANCE
SERVICES FOR THE NORTH COUNTY HEALTH CENTER**

A. The County of San Mateo operates the North County Health Center in the City of Daly City within the City's Civic Center.

B. The provision of routine maintenance and custodial services of the North County Health Center has been provided by the City of Daly City due to the proximity of the facility to the City's Civic Center.

C. The City and the County of San Mateo have negotiated a proposed Custodial and Maintenance Services Agreement whereby services provided by the City will result in full reimbursement by the County to the City for the services provided.

D. Such agreement is authorized by California Government Code Section 31000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daly City that it hereby approves and accepts the agreement with the County of San Mateo, and hereby authorizes the City Manager or his designated representative, to execute that certain Agreement for Custodial and Maintenance Services with the County of San Mateo, on behalf of the City of Daly City, subject to the approval of the City Attorney as to legal form and content.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a regular meeting thereof held on the 13th day of May, 2002, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: Klatt, Tissier, Torres, Guingona

NOES, Councilmembers: None

ABSENT, Councilmembers: Agrimonti

HELEN R. FLOWERDAY
CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

MICHAEL P. GUINGONA
MAYOR OF THE CITY OF DALY CITY

By María E. Cortes
Deputy