

AGREEMENT

This Agreement is made and entered into as of the last day signed below by and between **System Planning Corporation** (hereinafter referred to as "SPC"), a corporation organized and existing under the laws of the State of Delaware, having a place of business at 3601 Wilson Boulevard, Arlington, VA 22201 and **City of Alameda**, California, (hereinafter referred to as "City") having a place of business at 2263 Santa Clara Avenue, Alameda, CA 94501.

NOW, THEREFORE, in consideration of and in express reliance upon the mutual covenants, promises, and conditions set forth herein, the parties intending to be legally bound agree as follows:

1. **Period of Performance**

Unless otherwise terminated in accordance with the provisions stated herein, this Agreement shall commence on February 8, 2010 and remain in full force and effect for 120 days.

2. **Performance Obligations**

The obligations of the parties under this Agreement with respect to the performance thereof and the scope of work to be provided by SPC are detailed in Attachment 1. This Agreement is not exclusive, and SPC shall remain free to provide the same or similar work to other third parties.

3. **Price and Invoicing**

As payment for the work, SPC has agreed to provide under this Agreement, SPC shall be compensated and shall submit invoices in accordance with the provisions contained in Attachment 1. Time for payment is of the essence in this Agreement. The parties agree that SPC shall be paid within 30 calendar days of the date of any invoice.

4. **Additional Terms and Conditions**

Additional terms and conditions that govern this Agreement are contained in Attachment 2.

5. Communications

Any and all communication related to this Agreement, from one party to the other party, must be addressed to the respective party as follows:

SPC:		City:	
Name:	Dr. Harold Cohen	Name:	Dale Vogelsang
Title:	Sr. Program Mgr., TriData Div.	Title:	Deputy Chief, Support Svcs.
Company:	System Planning Corporation	Company:	City of Alameda Fire Dept.
Address:	3601 Wilson Boulevard Arlington, VA 22201	Address:	1300 Park Street Alameda, CA 94501
Telephone:	(703) 351-8300	Telephone:	(510) 337-2104
E-mail:	hcohen@sysplan.com		

The effective date of any such communication shall be the date on which it is actually received by the party to whom it is addressed.

6. Integration

This Agreement and any documents referred to herein or attached hereto constitutes the complete and entire understanding between the parties concerning the subject matter hereof and supersedes and merges any and all prior and contemporaneous promises, commitments, proposals, representations, or communications, oral or written, with respect thereto. Except as provided for herein, the terms and conditions of this Agreement may not be changed, modified or altered, nor any of its provisions waived, except by a written instrument signed by duly authorized representatives of both parties hereto.

7. Counterparts

This Agreement may be executed and accepted in any number of counterparts, each of which shall be an original with the same effect as if the signatures were on the same instrument. The delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

8. Insurance

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, Attention: Risk Manager." It is agreed that Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$500,000

each occurrence

\$1,000,000

aggregate - all other

Property Damage: \$100,000 each occurrence

\$250,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury: \$500,000 each occurrence

Property Damage: \$100,000 each occurrence

or

Combined Single Limit: \$500,000 each occurrence

(4) **Professional Liability:**

Professional liability insurance, which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

B. **SUBROGATION WAIVER:**

Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her insurance for recovery. Consultant hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or City with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE:**

If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. **ADDITIONAL INSURED:**


City, its City Council, boards and commissions, officers, employees and volunteers shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. **SUFFICIENCY OF INSURANCE:**

The insurance limits required by City are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Agreement as of the day and year last written below.

FOR: System Planning Corporation

BY: 

NAME: Philip Schaeenman

TITLE: President, TriData Division

DATE: March 4, 2010


FOR: City of Alameda

BY:

NAME: Ann Marie Gallant

TITLE: Interim City Manager

DATE: 3/10/10

Approved as to Form
CITY ATTORNEY
By: 
Assistant City Attorney

ATTACHMENT 1

STATEMENT OF WORK AND COMPENSATION TERMS

- I. During the term of this Agreement, SPC shall provide the following statement of work:
- GIS analysis and mapping of the City of Alameda EMS response
 - Analysis of CAD data to include standard response time analysis, UH/U, and risk/demand
 - EMS delivery models and costs for delivering these models
 - Personnel needed to implement models
 - A recommendation for model selection
 - BLS transfer business model with ability to back-up 911 service
 - Civilian/sworn combined models and costs.
- II. During the term of this Agreement, SPC shall invoice and be paid in accordance with the following:

Total cost of the services provided by SPC and all expenses incurred by SPC under the terms of this Agreement shall be delivered as firm, fixed price in an amount not to exceed \$40,000, unless the contract is amended in writing. Monthly invoicing shall reflect actual costs expended during the previous 30 days. Monthly payments are due within 30 days of the city's receipt of the invoice.

ATTACHMENT 2

ADDITIONAL TERMS AND CONDITIONS

- 1. Inspection and Acceptance of Service Deliverables.** Any deliverables or work product (i.e. information, data, writings, documents, materials, models) that are specified in this Agreement to result from the performance of services hereunder are subject to inspection in draft form during the period of performance when practicable and are subject to final inspection on or after delivery. In the event any deliverables or work product do not conform to the requirements or standards contained in this Agreement, they may be rejected and returned to SPC, provided that SPC is notified in writing of the particulars of any nonconformities within 30 calendar days of the date of delivery. Upon return of any deliverables or work product, SPC's sole and exclusive obligation and liability shall be to correct, at SPC's expense, any part of the deliverables or work product that SPC finds upon inspection to be nonconforming based on any particulars specified in the written notice. If any deficiencies are found to be not of SPC's causing, SPC shall be reimbursed for any correcting activities SPC agrees to perform. Any deliverables or work product not rejected within 30 calendar days shall be deemed accepted.
- 2. Limitation on Warranties.** SPC warrants only that it will perform all work hereunder in good faith. SPC will not be liable in respect of any decisions made as a result of the performance by SPC of this contract. SPC DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE IN TRADE, AND ALL OTHER WARRANTIES UNDER ANY LEGAL OR EQUITABLE THEORY. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT THAT IS NOT CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WARRANTY BY SPC.
- 3. Confidentiality.** In the event either party discloses proprietary and/or confidential information under this Agreement, such information shall be held in strict confidence and shall not be disclosed to any third party nor used or reproduced for purposes other than those directly associated with the performance of this Agreement without the prior written consent of the party disclosing the proprietary or confidential information. All such confidential and/or proprietary information shall remain the property of the transmitting party and shall be returned upon written request
- 4. Force Majeure.** SPC shall not be held responsible or liable for any loss, damage, or delay that arises out of or results from events beyond SPC's reasonable control, including but not limited to, acts of God or the public enemy, natural disasters, epidemics, fires, windstorms, floods, explosions, war or other hostilities, insurrection, civil commotion, riots, embargoes, acts of terrorism, vandalism, sabotage, strikes or lockouts, labor disputes, mechanical breakdown, interruption of utility services, shortages, delays in obtaining suitable parts or equipment,

material, labor, or transportation, acts, omissions, or failures to perform of vendors or subcontractors or their equipment or software, acts or omissions of another party to this Agreement, acts or requirements of any governmental authority or agency or any federal, state, or local court, or any similar or dissimilar cause.
- 5. Disputes.** The parties agree that the exclusive jurisdiction and venue of any suit or arbitration relating to this Agreement shall be in the State of California and each party waives any right or claim to challenge or seek any change in jurisdiction or venue. Any legal action against SPC under this Agreement or related to the performance of this Agreement must be brought within one year after the cause of such action accrues.
- 6. Termination.** Either party shall be entitled to terminate this Agreement for default by written notice if the other party fails to comply with or perform any provisions of this Agreement or commits a breach of any of the terms and conditions of this Agreement and, in the case of such failure or breach which is capable of being remedied, fails to remedy the same within fifteen (15) calendar days after receiving written notice. In addition, each party reserves the right to terminate this agreement for any reason or no reason by providing a 30 day written notice to the other party. During the 30 days after notice, SPC shall continue performance and the City of Alameda shall be responsible for payment of SPC's invoices (not to exceed the total contract value).
- 7. Relationship of the Parties.** Under this Agreement, the parties shall be independent contractors and not an employee, representative, or agent of the other for any purpose whatsoever. This Agreement is not intended to be, nor shall it be construed as, a joint venture, association, partnership, franchise, or any other form of business organization.
- 8. Assignment.** Neither party may assign any of its rights or interests hereunder without the prior written consent of the other party, which may not be unreasonably withheld or delayed. Any attempted assignment in violation of this provision shall be void and of no force and effect. The parties, however, may assign this Agreement to any successor in interest by way of merger or consolidation or the acquisition of substantially all of the business or assets of that party relating to the subject matter of this Agreement without securing the prior consent of the other party. This right shall be retained provided that such successor shall expressly assume all of the obligations and liabilities under this Agreement of the assigning party, and that the assigning party shall remain liable and responsible to the other party hereto for the performance and observance of all such obligations.
- 9. Governing Law.** This Agreement and all rights and obligations related thereto shall be governed by, interpreted, and construed in all respects in accordance with the internal laws of the State of California, without regard to any provisions on choice or conflict of laws.

ATTACHMENT 2

ADDITIONAL TERMS AND CONDITIONS

10. **Limitation on Liability.** In no event shall SPC or any of its affiliates, officers, directors, agents, or employees be liable for any claim, damage, injury, or loss of any nature arising out of or related to this Agreement in excess of the total amount paid to SPC hereunder with respect to which such claim, damage, injury, or loss relates. SPC SHALL BE LIABLE ONLY FOR ANY ACTUAL DIRECT DAMAGES INCURRED TO THE LIMIT SET FORTH IN THE PRECEDING SENTENCE AND UNDER NO CIRCUMSTANCES SHALL SPC HAVE ANY OBLIGATION OR LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING LOSS OF USE, LOSS OF REVENUE OR PROFIT, LOSS OF BUSINESS OR GOODWILL, BUSINESS INTERRUPTION, DAMAGES TO BUSINESS OR REPUTATION, OR LOST, CORRUPTED, MISDIRECTED, OR MISAPPROPRIATED DATA HOWSOEVER ARISING EVEN IF SPC HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME OR EVEN IF THE SAME WERE REASONABLY FORESEEABLE. This provision does not apply, however, to limit the amount of any proceeds that may become payable by insurers of SPC on account of any available and applicable insurance coverage.

11. **Headings.** The titles used herein for the provisions of this Agreement are solely for the convenience of the parties and shall not be construed as affecting the construction of this document.

12. **Severability.** If any provision of this Agreement is found to be illegal, invalid, or unenforceable for any reason, such determination shall not affect the validity, legality, or enforceability of any other provision of this Agreement, and this Agreement will be construed in all respects as if such illegal, invalid, or unenforceable provision were omitted.

13. **Mutual Negotiation.** This Agreement was the result of negotiation between the parties. The parties agree that for the purpose of interpreting this Agreement they shall be deemed to have jointly authored each and every provision.

14. **Survival of Obligations.** The parties' rights and obligations which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement shall survive such termination, cancellation, or expiration.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

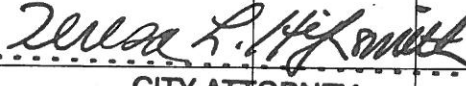
DATE (MM/DD/YYYY)
3/09/2010

PRODUCER Armfield Harrison & Thomas Inc Technology 20 S. King St. Leesburg, VA 20175	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED System Planning Corporation Attn: Heinz Lenzen One Virginia Square, 3601 Wilson Blvd Arlington, VA 22209-2211	INSURER A: Chubb/The Federal Insurance Com	20281
	INSURER B: Chubb Group of Insurance Compan	
	INSURER C:	
	INSURER D:	
	INSURER E:	


COVERAGES

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, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
✓ A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	35859745	01/01/2010	01/01/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
✓ B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	73540362	01/01/2010	01/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
B		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	79851532	01/01/2010	01/01/2011	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under SPECIAL PROVISIONS below	71727186	01/01/2010	01/01/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
✓ A		OTHER Errors & Omissions	35859745	01/01/2010	01/01/2011	\$1,000,000 Limit

Approved as to Form

 CITY ATTORNEY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 City of Alameda, its City Council, boards and commissions, officers, employees, and volunteers are named Additional Insured under General Liability and Automobile Liability coverage. General Liability coverage is primary. A Waiver of Subrogation is held in favor of the City of Alameda.

CERTIFICATE HOLDER City of Alameda Attn: Risk Manager 2263 Santa Clara Avenue Alameda, CA 94501	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD™ COMMERCIAL POLICY CHANGE REQUEST				DATE (MM/DD/YY) 03/09/10	
PRODUCER Armfield Harrison & Thomas Inc Technology Leesburg, VA 20175		PHONE (A/C, No, Ext): 703 777-2341		PROPERTY INLAND MARINE UMBRELLA	
AGENCY CUSTOMER ID: 4436		POLICY TYPE		GENERAL LIABILITY AUTO/TRUCKERS WORKERS COMP	
CODE: 959801		SUB CODE:		COMPANY Chubb/The Federal Insurance Company	
INSURED'S NAME System Planning Corporation		ATTENTION:		NAIC CODE: 20281	
INSURED'S MAILING ADDRESS IF CHANGED (INC ZIP+4) Attn: Heinz Lenzen One Virginia Square, 3601 Wilson Blvd Arlington, VA 22209-2211		POLICY NUMBER 35859745-General Liability		EFFECTIVE DATE OF CHANGE 03/09/10	
		POLICY INCEPTION DATE 01/01/10		POLICY EXPIRATION DATE 01/01/11	
THIS IS AN ACKNOWLEDGEMENT OF YOUR REQUEST. UPON APPROVAL, THE COMPANY'S RECORDS WILL BE ADJUSTED ACCORDINGLY, AND IF A PREMIUM ADJUSTMENT IS REQUIRED, IT WILL BE DONE AT PREMIUM AUDIT OR BY ENDORSEMENT.					

PREMISES INFORMATION						ADD	CHANGE	DELETE
LOC #	BLD #	STREET, CITY, COUNTY, STATE, ZIP+4	CITY LIMITS	INTEREST	YR BUILT	PART OCCUPIED		
			INSIDE OUTSIDE	OWNER TENANT				

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)						ADD	CHANGE	DELETE
LOC #	BLD #							

AUTO-VEHICLE DESCRIPTION/LIMITS		POLICY LIMIT(S) CHANGED				ADD	CHANGE	DELETE				
VEH #	YEAR	MAKE:	BODY TYPE:	SYM/AGE		COST NEW						
		MODEL:	V.I.N.:			\$						
CITY, STATE, ZIP WHERE GARAGED		TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM			
DRIVE TO WORK/SCHOOL		USE	COMM'L	CHECK COVERAGES	ADD'L NO FAULT	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	DEDUCTIBLES	ACV	COMP	SPEC C OF L
UNDER 15 MILES		PLEASURE	RETAIL	LIAB NO FAULT	MED PAY	FT	COMP	AA	ST AMT	\$		
15 MILES OR OVER		FARM	SERVICE	UNINS MOTOR	FTW	COLL	\$	\$	\$	COLL		
LIABILITY		NO FAULT		ADD'L NO FAULT		MEDICAL PAYMENTS		UNINSURED MOTORISTS		UNDERINSURED MOTORISTS		
\$		\$		\$		\$		\$		\$		

AUTO-VEHICLE DESCRIPTION/LIMITS		POLICY LIMIT(S) CHANGED				ADD	CHANGE	DELETE				
VEH #	YEAR	MAKE:	BODY TYPE:	SYM/AGE		COST NEW						
		MODEL:	V.I.N.:			\$						
CITY, STATE, ZIP WHERE GARAGED		TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM			
DRIVE TO WORK/SCHOOL		USE	COMM'L	CHECK COVERAGES	ADD'L NO FAULT	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	DEDUCTIBLES	ACV	COMP	SPEC C OF L
UNDER 15 MILES		PLEASURE	RETAIL	LIAB NO FAULT	MED PAY	FT	COMP	AA	ST AMT	\$		
15 MILES OR OVER		FARM	SERVICE	UNINS MOTOR	FTW	COLL	\$	\$	\$	COLL		
LIABILITY		NO FAULT		ADD'L NO FAULT		MEDICAL PAYMENTS		UNINSURED MOTORISTS		UNDERINSURED MOTORISTS		
\$		\$		\$		\$		\$		\$		

DRIVER INFORMATION (List drivers who frequently use own vehicles)						ADD	CHANGE	DELETE
DRIVER #	NAME (Include address, if required)	DATE OF BIRTH	YEAR LIC	DRIVERS LICENSE NUMBER/ SOCIAL SECURITY NUMBER	STATE LIC	USE VEH #	% USE	

DRIVER INFORMATION (List drivers who frequently use own vehicles)						ADD	CHANGE	DELETE
DRIVER #	NAME (Include address, if required)	DATE OF BIRTH	YEAR LIC	DRIVERS LICENSE NUMBER/ SOCIAL SECURITY NUMBER	STATE LIC	USE VEH #	% USE	

WORKERS COMPENSATION RATING INFORMATION							
TYPE OF CHANGE	STATE	LOC	CLASS CODE	COM-PANY USE	CATEGORIES, DUTIES, CLASSIFICATIONS	# OF EM-PLOYEES	ESTIMATED ANNUAL REMUNERATION

PROPERTY/INLAND MARINE - PREMISES INFORMATION

PREMISES #: _____ BUILDING #: _____ ADD CHANGE DELETE

SUBJECT OF INSURANCE	AMOUNT	COINS %	VALUATION	CAUSES OF LOSS	INFLATION GUARD %	DEDUCTIBLE	FORMS AND CONDITIONS TO APPLY

ADDITIONAL COVERAGES, OPTIONS, RESTRICTIONS, ENDORSEMENTS AND RATING INFORMATION

CONSTRUCTION TYPE	FIRE DISTRICT/CODE NUMBER	PROT CL	# STORIES	# BASM'TS	YR BUILT	TOTAL AREA
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BUILDING IMPROVEMENTS	PLUMBING, YR:	OTHER OCCUPANCIES
WIRING, YR:	HEATING, YR:	
ROOFING, YR:	OTHER:	

RIGHT EXPOSURE & DISTANCE	LEFT EXPOSURE & DISTANCE	REAR EXPOSURE & DISTANCE
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BURGLAR ALARM TYPE	CERTIFICATE #	EXPIRATION DATE	EXTENT	GRADE	CENTRAL STATION WITH KEYS
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BURGLAR ALARM INSTALLED AND SERVICED BY	#GUARDS/WATCHMEN	CLOCK HOURLY
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PREMISES FIRE PROTECTION (Sprinklers, Standpipes, CO ₂ /Chemical Systems)	FIRE ALARM MANUFACTURER	CENTRAL STATION LOCAL GONG
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INLAND MARINE - SCHEDULED EQUIPMENT % COINSURANCE: _____ ADD CHANGE DELETE

#	MODEL YEAR	DESCRIPTION (TYPE, MANUFACTURER, MODEL, CAPACITY, ETC)	ID #/SERIAL #	DATE PURCHASED	NEW/USED	AMOUNT OF INSURANCE
						\$
						\$

GENERAL LIABILITY - LIMITS CHANGE

GENERAL AGGREGATE	\$	EACH OCCURRENCE	\$
PRODUCTS & COMPLETED OPERATIONS AGGREGATE	\$	FIRE DAMAGE (Any one fire)	\$
PERSONAL & ADVERTISING INJURY	\$	MEDICAL EXPENSE (Any one person)	\$

GENERAL LIABILITY - SCHEDULE OF HAZARDS

TYPE OF CHANGE	LOCATION #	CLASSIFICATION	CLASS CODE	PREMIUM BASIS	TERR	PREMIUM BASIS CODES
						(S) GROSS SALES - PER \$1,000/SALES (P) PAYROLL - PER \$1,000/PAY (A) AREA - PER 1,000/SQ FT (C) TOTAL COST - PER \$1,000/COST (M) ADMISSIONS - PER 1,000/ADM (U) UNIT - PER UNIT (T) OTHER

Approved as to Form
[Signature]
 CITY ATTORNEY

UMBRELLA CHANGE

LIMIT OF LIABILITY	\$	OTHER (DESCRIBE)
RETAINED LIMIT	\$	

ADDITIONAL INTEREST 18 ADD CHANGE DELETE

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
<input checked="" type="checkbox"/> ADDITIONAL INSURED		City of Alameda, its City Council, Boards and Commissions, Officers, Employees & Volunteers			PREMISES: _____ BUILDING: _____
<input type="checkbox"/> LOSS PAYEE		2263 Santa Clara Avenue			VEHICLE: _____ BOAT: _____
<input type="checkbox"/> MORTGAGEE (# _____)		Alameda, CA 94501			SCHEDULED ITEM NUMBER: _____
<input type="checkbox"/> MORTGAGEE (# _____)					OTHER _____
<input type="checkbox"/> LIENHOLDER					
<input type="checkbox"/> EMPLOYEE AS LESSOR		ITEM DESCRIPTION:			

ADDITIONAL CHANGES/REMARKS

Please add City of Alameda, its City Council, boards and commissions, officers, employees, and volunteers as additional insureds.

SIGNATURE (Any deletion or reduction in coverage requires the Insured's signature)

INSURED'S SIGNATURE	PRODUCER'S SIGNATURE <i>[Signature]</i>
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ACORD™ COMMERCIAL POLICY CHANGE REQUEST		DATE (MM/DD/YY) 03/09/10	
PRODUCER: Armfield Harrison & Thomas Inc Technology PHONE (A/C, No, Ext): 703 777-2341 Leesburg, VA 20175		POLICY TYPE: <input type="checkbox"/> PROPERTY <input type="checkbox"/> INLAND MARINE <input type="checkbox"/> UMBRELLA	
AGENCY CUSTOMER ID: 4436 INSURED'S NAME: System Planning Corporation		GENERAL LIABILITY: <input type="checkbox"/> AUTO/TRUCKERS <input type="checkbox"/> WORKERS COMP	
CODE: _____ SUB CODE: _____		COMPANY: Chubb Group of Insurance Companies NAIC CODE: _____	
INSURED'S MAILING ADDRESS IF CHANGED (INC ZIP+4) Attn: Heinz Lenzen One Virginia Square, 3601 Wilson Blvd Arlington, VA 22201		ATTENTION: POLICY NUMBER: 73540362-Auto EFFECTIVE DATE OF CHANGE: 03/09/10 POLICY INCEPTION DATE: 01/01/10 POLICY EXPIRATION DATE: 01/01/11	
THIS IS AN ACKNOWLEDGEMENT OF YOUR REQUEST. UPON APPROVAL, THE COMPANY'S RECORDS WILL BE ADJUSTED ACCORDINGLY, AND IF A PREMIUM ADJUSTMENT IS REQUIRED, IT WILL BE DONE AT PREMIUM AUDIT OR BY ENDORSEMENT.			

PREMISES INFORMATION						ADD	CHANGE	DELETE
LOC #	BLD #	STREET, CITY, COUNTY, STATE, ZIP+4	CITY LIMITS	INTEREST	YR BUILT	PART OCCUPIED		
			<input type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE	<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT				

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)						ADD	CHANGE	DELETE
LOC #	BLD #							

AUTO-VEHICLE DESCRIPTION/LIMITS		POLICY LIMIT(S) CHANGED		ADD	CHANGE	DELETE			
VEH #	YEAR	MAKE:	BODY TYPE:	SYM/AGE		COST NEW			
		MODEL:	V.I.N.:			\$			
CITY, STATE, ZIP WHERE GARAGED		TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LIABILITY		NO FAULT		ADD'L NO FAULT		MEDICAL PAYMENTS		UNINSURED MOTORISTS	
\$		\$		\$		\$		\$	

AUTO-VEHICLE DESCRIPTION/LIMITS		POLICY LIMIT(S) CHANGED		ADD	CHANGE	DELETE			
VEH #	YEAR	MAKE:	BODY TYPE:	SYM/AGE		COST NEW			
		MODEL:	V.I.N.:			\$			
CITY, STATE, ZIP WHERE GARAGED		TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LIABILITY		NO FAULT		ADD'L NO FAULT		MEDICAL PAYMENTS		UNINSURED MOTORISTS	
\$		\$		\$		\$		\$	

DRIVER INFORMATION (List drivers who frequently use own vehicles)						ADD	CHANGE	DELETE
DRIVER #	NAME (Include address, if required)	DATE OF BIRTH	YEAR LIC	DRIVERS LICENSE NUMBER/ SOCIAL SECURITY NUMBER	STATE LIC	USE VEH #	% USE	

DRIVER INFORMATION (List drivers who frequently use own vehicles)						ADD	CHANGE	DELETE
DRIVER #	NAME (Include address, if required)	DATE OF BIRTH	YEAR LIC	DRIVERS LICENSE NUMBER/ SOCIAL SECURITY NUMBER	STATE LIC	USE VEH #	% USE	

WORKERS COMPENSATION RATING INFORMATION							
TYPE OF CHANGE	STATE	LOC	CLASS CODE	COM-PANY USE	CATEGORIES, DUTIES, CLASSIFICATIONS	# OF EM-PLOYEES	ESTIMATED ANNUAL REMUNERATION

PROPERTY/INLAND MARINE - PREMISES INFORMATION

PREMISES #: _____ BUILDING #: _____ ADD _____ CHANGE _____ DELETE _____

SUBJECT OF INSURANCE	AMOUNT	COINS %	VALUATION	CAUSES OF LOSS	INFLATION GUARD %	DEDUCTIBLE	FORMS AND CONDITIONS TO APPLY

ADDITIONAL COVERAGES, OPTIONS, RESTRICTIONS, ENDORSEMENTS AND RATING INFORMATION

CONSTRUCTION TYPE	FIRE DISTRICT/CODE NUMBER	PROT CL	# STORIES	# BASM'TS	YR BUILT	TOTAL AREA

BUILDING IMPROVEMENTS	PLUMBING, YR:	OTHER OCCUPANCIES
WIRING, YR:	HEATING, YR:	
ROOFING, YR:	OTHER:	

RIGHT EXPOSURE & DISTANCE	LEFT EXPOSURE & DISTANCE	REAR EXPOSURE & DISTANCE

BURGLAR ALARM TYPE	CERTIFICATE #	EXPIRATION DATE	EXTENT	GRADE	CENTRAL STATION WITH KEYS

BURGLAR ALARM INSTALLED AND SERVICED BY	# GUARDS/WATCHMEN	CLOCK HOURLY

PREMISES FIRE PROTECTION (Sprinklers, Standpipes, CO ₂ /Chemical Systems)	FIRE ALARM MANUFACTURER	CENTRAL STATION LOCAL GONG

INLAND MARINE - SCHEDULED EQUIPMENT % COINSURANCE: _____ ADD _____ CHANGE _____ DELETE _____

#	MODEL YEAR	DESCRIPTION (TYPE, MANUFACTURER, MODEL, CAPACITY, ETC)	ID #SERIAL #	DATE PURCHASED	NEW/USED	AMOUNT OF INSURANCE
						\$
						\$

GENERAL LIABILITY - LIMITS CHANGE

GENERAL AGGREGATE	\$	EACH OCCURRENCE	\$
PRODUCTS & COMPLETED OPERATIONS AGGREGATE	\$	FIRE DAMAGE (Any one fire)	\$
PERSONAL & ADVERTISING INJURY	\$	MEDICAL EXPENSE (Any one person)	\$

GENERAL LIABILITY - SCHEDULE OF HAZARDS

TYPE OF CHANGE	LOCATION #	CLASSIFICATION	CLASS CODE	PREMIUM BASIS	TERR	PREMIUM BASIS CODES
						(S) GROSS SALES - PER \$1,000/SALES (P) PAYROLL - PER \$1,000/PAY (A) AREA - PER 1,000/SQ FT (C) TOTAL COST - PER \$1,000/COST (M) ADMISSIONS - PER 1,000/ADM (U) UNIT - PER UNIT (T) OTHER

Approved as to Form
Zelma R. Hill Smith
 CITY ATTORNEY

UMBRELLA CHANGE

LIMIT OF LIABILITY	\$	OTHER (DESCRIBE)
RETAINED LIMIT	\$	

ADDITIONAL INTEREST 3 X ADD CHANGE DELETE

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
X	ADDITIONAL INSURED	City of Alameda, its City Council, Boards and Commissions, Officers, Employees & Volunteers			PREMISES: BUILDING: VEHICLE: BOAT: SCHEDULED ITEM NUMBER: OTHER
	LOSS PAYEE	2263 Santa Clara Avenue			
	MORTGAGEE (#)	Alameda, CA 94501			
	MORTGAGEE (#)				
	LIENHOLDER				
	EMPLOYEE AS LESSOR				

ADDITIONAL CHANGES/REMARKS

Please add City of Alameda, its City Council, boards and commissions, officers, employees, and volunteers as additional insureds.

SIGNATURE (Any deletion or reduction in coverage requires the Insured's signature)

INSURED'S SIGNATURE	PRODUCER'S SIGNATURE <i>[Signature]</i>
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