

**AGREEMENT BETWEEN THE CITY OF ALAMEDA AND THE ALAMEDA
TRANSPORTATION MANAGEMENT ASSOCIATION (ALAMEDA TMA)
CONCERNING OBLIGATIONS TO ASSIST IN THE IMPLEMENTATION OF
THE OAKLAND ALAMEDA WATER SHUTTLE PHASE 2 PILOT PROGRAM**

This Agreement (“Agreement”) is entered into as of this ____ day of _____, 2026 (“Effective Date”), between the City of Alameda, a municipal corporation (“the City”), and the Alameda Transportation Management Association, a California non-profit public benefit corporation, whose address is 950 West Mall Square, Suite 239, Alameda, California (“ATMA”) [collectively, “the Parties” and individually, sometimes referred to as a “Party”], with reference to the following facts:

RECITALS

- A. The City and ATMA, along with the San Francisco Bay Area Water Emergency Transportation Authority (“WETA”) and a number of other private organizations, are planning to continue implementing the pilot program involving small vessel public water shuttle service in the Oakland Estuary between Alameda and Oakland, known as the Oakland Alameda Water Shuttle, for a second two years (“**Project**”); and
- B. The Project includes planning efforts for the public water shuttle operations in the Oakland Estuary between Alameda and Oakland (“**Service**”), leasing an appropriate vessel (“**Vessel**”) to be used for the Service, marketing the Service, maintaining said Vessel, and operating the Service. The continued pilot Service will operate for two years from July 1, 2026 through June 30, 2028 (“**Service Period**”). It will be free, open to the general public and ADA-accessible. The Service is a continued pilot – intended to test and prove a concept of operations that will provide connections between Alameda and Oakland; and
- C. The City is the recipient of grants from the Alameda County Transportation Commission (“**Alameda CTC**”), which partially fund the Project, along with funding from private partners and in-kind staffing contributions, for two years of operations from July 1, 2026 through June 30, 2028; and
- D. The ATMA was established in 2017 as an independent California non-profit public benefit corporation that oversees the ongoing implementation of the Alameda Point Traffic Demand Management Plan and the Northern Waterfront transportation mitigation area requirements with potential for expansion citywide.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the ATMA agree as follows:

1. TERM:

The term of this Agreement shall retroactively commence on July 1, 2026 and shall terminate on December 31, 2028, unless terminated earlier as set forth herein.

2. **CITY OBLIGATIONS:**

- a. The City will lease from Big Yellow Boat, LLC (“BYB”), at fair market value, the Vessel and two spare engines for the Service Period. The City will provide the Vessel and spare engines to WETA, which will maintain the Vessel, and will operate the Service for the duration of the Project.
- b. The City will ensure there is a no-cost overnight berthing location for the Vessel, either at Jack London Square, via an in-kind contribution from CIM Group, the property management firm for Jack London Square, or at the WETA Maintenance Facility (“Central Bay”) in Alameda, or a combination of both.
- c. The City will use the private party funding, along with the Alameda CTC grant funding and the City’s own contributions, to pay the “**Project Expenses**,” which are listed in Exhibit A. At the end of the Agreement term, any un-spent private funding will be returned to the ATMA.
- d. The City, with WETA, will coordinate with the ATMA on the Service, including the docks serviced, days of service, daily schedule and monitoring and evaluation. WETA may make minor schedule and Service level changes with notice to the City, which the City will forward to the ATMA. The Service will always be designed to fit within the available total project funding. The core Service will be from the public dock located at the foot of Broadway in Oakland to the City Dock at the foot of Fifth Street in Alameda. Other locations may be incorporated into the Service if the Parties and WETA agree.
- e. WETA may suspend or cancel Service for any reason, for instance due to weather, or in the event of an emergency, or if the Vessel or crew is unavailable. In such an event, WETA will provide City with prompt notice as appropriate under the circumstances, which the City will forward to the ATMA.
- f. The City will lead the marketing and customer outreach efforts associated with the Project, in collaboration with the ATMA and other stakeholders. The City will develop and purchase all necessary signage for the Project, post signage at the City dock, and provide signage to other dock owners to post. The City will have marketing materials printed and develop on-line schedules, flyers, and all other marketing materials. The City will develop and maintain the Project web page. The City will provide the ATMA with copies of all such materials and links
- g. WETA will count and report monthly on the numbers of riders and bicycles boarding at each stop of the Service. Rider and business surveys will be developed and conducted by the City and WETA, with input from the ATMA. The City will forward ridership data collected by WETA to the ATMA.

h. The City will coordinate with ATMA on researching and developing a plan for a sustainable, long-term water shuttle service in the Oakland Estuary between Alameda and Oakland, including planning for long-term CARB compliance.

3. ATMA OBLIGATIONS:

a. ATMA will collect funding from private organizations and transmit it to the City, as described in Exhibit B, which will be used for the Project Expenses for the Service, as outlined in Exhibit A.

b. ATMA will actively participate in planning and operations meetings and activities regarding the ongoing Service, partner coordination, regulatory compliance and long-term planning.

c. ATMA will market the Service to its members and customers, include information about it on its web pages, and support the City's marketing and customer outreach efforts through in-kind staffing and the ATMA's social media and web site. ATMA, City and WETA will meet to collaborate on, and jointly implement, marketing efforts.

d. ATMA will provide in-kind staffing, estimated to be valued at \$50,000 per year, at a minimum, for purposes of the Alameda CTC grant. ATMA will provide the City with documentation of its staff time expended on the Project for the entire Agreement period, in order to verify its in-kind contributions.

4. TIME IS OF THE ESSENCE:

Time is of the essence regarding the performance and obligations of this Agreement.

5. STANDARD OF CARE:

ATMA agrees to perform all its obligations hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all of its obligations shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

ATMA is engaged as an independent business and shall perform its obligations as an independent contractor. The manner and means of conducting its obligations and tasks are under the control of ATMA except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of ATMA's carrying out its obligations. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to ATMA, its employees or agents.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

ATMA assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing its obligations hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. ATMA shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by ATMA.

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, ATMA and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. ATMA shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), caused by ATMA's negligent performance of its obligations under this Agreement. ATMA shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have arisen solely from the negligence or the willful misconduct of the City or Indemnitees. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. City shall indemnify, defend (with counsel acceptable to ATMA) and hold harmless ATMA, its boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), caused by City's negligent performance of its obligations under this Agreement. City shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have arisen solely from the negligence or the willful misconduct of the ATMA or Indemnitees.

c. As to Claims for professional liability only, ATMA's and City's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

d. ATMA's and City's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this

Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, ATMA shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (3). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit ATMA'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.
Attention: Risk Manager."

ATMA 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 licensed to offer insurance in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. ATMA shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.



ATMA Initials

b. COVERAGE REQUIREMENTS:

ATMA shall maintain insurance coverage and limits at least as broad as:

(1) Workers' Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(2) Liability:

Commercial general liability coverage in the following minimum

limits: Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other

Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. ATMA shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
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Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

ATMA waives its rights of subrogation that any insurer of ATMA may acquire from ATMA by virtue of the payment of any loss. ATMA shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by ATMA, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If ATMA at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in ATMA's name or as an agent of ATMA and shall be compensated by ATMA 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.

e. ADDITIONAL INSURED:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers, and the Alameda County Transportation Commission, its Governing

Body, Officers, Employees and Consultants, shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. 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. Additional Insured coverage under ATMA's policy shall be primary and non-contributory and will not seek contribution from the City's or the Alameda CTC's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect ATMA. ATMA should consult ATMA's insurance broker to determine adequate coverage for ATMA. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to ATMA; whichever is greater.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the ATMA are exhausted.

11. CONFLICT OF INTEREST:

ATMA warrants that it is not a conflict of interest for ATMA to perform its obligations required by this Agreement. Officers or employees of ATMA may be required to fill out a conflict of interest form if its obligations under this Agreement require ATMA to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. ATMA shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. ATMA shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or the City Manager's designee may consent or reject such request in

the City Manager's sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by ATMA to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of ATMA, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of ATMA.

13. PERMITS AND LICENSES:

ATMA, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with carrying out its obligations and tasks hereunder.

14. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by ATMA pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by ATMA pursuant to this Agreement shall be made available to any individual or organization by ATMA without prior approval of the City Manager or the City Manager's designee.

c. ATMA shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

15. RECORDS:

a. ATMA shall maintain complete and accurate records with respect to its obligations, tasks, work, documents and data in sufficient detail to permit an evaluation of ATMA's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to carrying out its obligations and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. ATMA shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such

Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by ATMA for a period of three (3) years after termination of this Agreement.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then ATMA shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

16. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from ATMA to the City shall be addressed to the City at:

City of Alameda
Planning, Building and Transportation
2263 Santa Clara Avenue, Room 190
Alameda, CA 94501
ATTENTION: Planning, Building, and Transportation
Director Ph: (510) 747-6800

e. All notices, demands, requests, or approvals from the City to ATMA shall be addressed to AMTA at:

Alameda Transportation Management Association
Arsh Singh Hothi, General Manager
950 West Mall Square, Suite 239
Alameda, CA 94501
Phone: 510-505-8470
Email: info@alamedatma.org

f. All updated insurance certificates from ATMA to the City shall be addressed to the City at:

City of Alameda
Planning, Building and Transportation
2263 Santa Clara Avenue, Room 190
Alameda, CA 94501
ATTENTION: Rochelle Wheeler, Senior Transportation
Coordinator
Ph: (510) 747-7442
Email: rwheeler@alamedaca.gov

17. TERMINATION:

a. In the event the Parties fail or refuse to perform any of the provisions hereof at the time and in the manner required hereunder, the non-complying Party shall be deemed in default in the performance of this Agreement. If such default is not cured, within thirty (30) business days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, a Party may thereafter immediately terminate the Agreement forthwith by giving to the non-complying Party written notice thereof.

b. The foregoing notwithstanding, either Party shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving thirty (30) days' prior written notice as provided herein.

18. ATTORNEYS' FEES:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any Party, assignee or beneficiary against any other Party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the Parties and litigants shall bear their own attorney's fees and costs. No Party or litigant shall be entitled to recover any attorneys' fees or costs from any other Party or litigant, regardless of which Party or litigant might prevail.

19. HEALTH AND SAFETY REQUIREMENTS.

ATMA acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. ATMA shall comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. ATMA shall also make available to the City, at the City's request, records to demonstrate ATMA's compliance with this Section.

20. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, ATMA shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which its obligations or tasks are to be performed by

ATMA, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. ATMA shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City.

21. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

22. WAIVER:

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

23. INTEGRATED CONTRACT:

Subject to the language of Section 27, the Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. Except for the Agreement between the Parties dated February 7, 2024, which is in effect until December 31, 2026, this Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and ATMA.

24. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

25. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

26. SIGNATORY:

By signing this Agreement, the Parties warrant and represent that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

27. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

**[REMAINDER OF PAGE INTENTIONALLY LEFT
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IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

ALAMEDA TRANSPORTATION
MANAGEMENT ASSOCIATION
a California non-profit public
benefit corporation

DocuSigned by:
Mike O'Hara
60EE0D6E220A453...

Michael S. O'Hara
President
Alameda Transportation Management
Association

CITY OF ALAMEDA
a municipal corporation

Gerry Beaudin
City Manager

APPROVED AS TO FORM:
ATMA Attorney

Signed by:
Jerry R Satran
3E55580CB41E431...

NAME: Jerry R Satran
TITLE: KNCH Law

RECOMMENDED FOR APPROVAL

Signed by:
Abigail Thorne-Lyman
2E1D71136B954F6...

Abby Thorne-Lyman
Interim Planning, Building, and
Transportation Director

APPROVED AS TO FORM:
City Attorney

Signed by:
Cara Silver
6A663BB3CB29400...

By: Cara Silver
Special Counsel

EXHIBIT A:**Project Expenses**

The total two-year project cost is for two years of service, from July 1, 2026 to June 30, 2028. The following service levels are expected to be provided during this period:

- *From July 2026 through October 2027:* 6 days of service per week (Tuesdays to Sundays) with longer weekend (Friday, Saturday, Sunday) hours; and
- *From November 2027 through June 2028:* 5 days of service per week (Wednesdays to Sundays) with baseline weekend hours.

Actual service provided may change but under no circumstances will it exceed total contributions.

Project Expenses	Cash contributions*	In-Kind contributions**
• Water Shuttle Operations (Labor and fuel) • Vessel Maintenance • Vessel Leasing • Landside Improvements (docks, signage, etc) • Berthing Fees • Project Management • Marketing	\$2,950,000	\$388,000
Contingency (includes major unscheduled Vessel Maintenance)	\$240,000	
Totals	\$3,190,000	\$388,000
Total Two-Year Project Cost = \$3,578,000		

* Cash funding to be provided by private organizations, Alameda CTC grant and City.

** In-kind contributions to be provided by WETA, ATMA, CIM Group and City.

EXHIBIT B:**Private Funding and Payment Schedule**

ATMA will transmit the private funding to the City in the amounts and on the schedule shown below:

#	Funding Amount*	Payment deadline
1	\$100,000 minimum funding	The later of July 1, 2026, or within 30 days of City Council approval of this agreement
2	\$165,000 additional minimum funding (cumulative minimum of \$265,000)	September 30, 2026
3	\$160,000 additional minimum funding (cumulative minimum of \$425,000)	December 31, 2026
4	\$160,000 additional minimum funding (cumulative minimum of \$585,000)	February 28, 2027
5	\$160,000 additional minimum funding (cumulative minimum of \$745,000)	May 31, 2027
6	\$165,000 additional minimum funding (cumulative minimum of \$910,000)	August 31, 2027
7	\$165,000 additional minimum funding (cumulative minimum of \$1,075,000)	November 30, 2027
8	\$165,000 additional minimum funding (cumulative minimum of \$1,240,000)	February 29, 2028
9	\$165,000 additional minimum funding (cumulative minimum of \$1,405,000)	May 31, 2028
10	\$160,000 additional minimum funding (cumulative minimum of \$1,565,000)	June 30, 2028

*In the event that additional funds for the Service in excess of \$1,565,000 are collected by the ATMA, they will be transmitted to the City on or before July 15, 2028.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

PRODUCER Heffernan Insurance Brokers 1350 Carlbach Ave. Walnut Creek, CA 94596	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Kristen Wenger</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (925) 934-8500</td> <td>FAX (A/C, No): (925) 934-8278</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: kristenw@heffins.com</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Underwriters Insurance Company</td> <td style="text-align: center;">30104</td> </tr> <tr> <td>INSURER B: Travelers Casualty and Surety Company of America</td> <td style="text-align: center;">31194</td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Company of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Kristen Wenger		PHONE (A/C, No, Ext): (925) 934-8500	FAX (A/C, No): (925) 934-8278	E-MAIL ADDRESS: kristenw@heffins.com		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Underwriters Insurance Company	30104	INSURER B: Travelers Casualty and Surety Company of America	31194	INSURER C: Travelers Property Casualty Company of America	25674	INSURER D:		INSURER E:		INSURER F:	
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INSURED Alameda Transportation Management Association 950 W Mall Square Ste 240, Alameda, CA, 94501																					

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	☒ COMMERCIAL GENERAL LIABILITY <table border="0" style="width: 100%;"> <tr> <td>☐ CLAIMS-MADE</td> <td>☒ OCCUR</td> </tr> </table> GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☐ CLAIMS-MADE	☒ OCCUR		Y	57SBABF2X5M	10/26/2025	10/26/2026	<table border="0" style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$
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C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	Y	UB-B4569089-26-42-G	06/05/2026	06/05/2027	<table border="0" style="width: 100%;"> <tr> <td>☒ PER STATUTE</td> <td>☐ OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	☒ PER STATUTE	☐ OTH-ER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000			
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E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																					
B	Crime			106924301	05/30/2025	05/30/2027	Per Loss / Aggregate \$250,000																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: As Per Contract Or Agreement On File With The Insured. City of Alameda, its City Council, Boards, Commissions, Officials, Employees, Agents, and Volunteers, and Alameda County Transportation Commission, its Governing Body, Officers, Employees, and Consultants are included as additional insured (primary and non-contributory) on the General Liability policy per the attached endorsements, if required. Cancellation notice endorsement on the General Liability and Workers Compensation policies are attached.

CERTIFICATE HOLDER
CANCELLATION

City of Alameda 2263 Santa Clara Avenue, Room 190, Attn: Rochelle Wheeler Alameda, CA 94501 Initial 	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
 - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
 - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
 - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";



(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER

SCHEDULE

Number of Days Notice:

Name of Certificate Holder: City of Alameda

PART A: 30

PART B: 10

PART C: 30

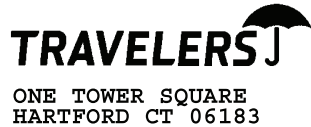
Mailing Address: 2263 SANTA CLARA AVE ,
ALAMEDA , CA 94501

This Policy is subject to the following additional conditions when a number of days are shown in the schedule for any of the above Parts.

- A. If this Policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule, at least the number of days in advance of the cancellation effective date, as shown in **Part A**.
- B. If this Policy is cancelled by the Company for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule within the number of days notice of the cancellation effective date, as shown in **Part B**.
- C. If this Policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the schedule, within the number of days notice of the cancellation effective date, as shown in **Part C**.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the schedule will be sufficient proof of notice. If the number of days notice in the schedule for any part is left blank or is shown as zero, no notice will be provided to the scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this Policy's term.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 04 03 06 (01) – 001

POLICY NUMBER: UB-B4569089-26-42-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT-CALIFORNIA**

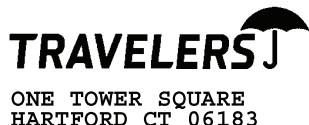
We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 5.00% OF THE CALIFORNIA WORKERS' COMPENSATION PREMIUM OTHERWISE DUE ON SUCH REMUNERATION.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
CITY OF ALAMEDA	COORDINATING FUNDING, MEETINGS, AND REPORTING



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R4 (00) - 001**

POLICY NUMBER: **UB-B4569089-26-42-G**

NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to **PART SIX – CONDITIONS** :

Notice Of Cancellation Or Nonrenewal To Designated Persons Or Organizations

If we cancel or non-renew this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation or non-renewal to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation or nonrenewal is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation or nonrenewal to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation or nonrenewal.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice:
CITY OF ALAMEDA 2263 SANTA CLARA AVE ALAMEDA CA 94501	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

DATE OF ISSUE: **05-22-26**

ST ASSIGN:

Page 1 of 1