

REQUEST FOR LEGAL WORK

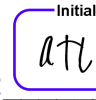
TO: ☐ City Atty ☒ Asst City Atty: Cara Silver
☒ Risk Manager ☐ Other:

Cost Allocation Code G36000

FROM: Name: Mirna Moreno
 Phone: 510.747-6825

Dept: PBT

Dept Head Approval:

Initial


7/2/2026

DATE: 07/01/2026

Please complete by:

GOING TO
 COUNCIL/PUB ON 7/21/26

- ☐ Give Legal Opinion ☐ Written ☐ Oral
☐ Review/Comment on DRAFT ☐ Agreement ☐ Staff Report ☐ Other:
☒ Approve As To Form ☐ Agreement ☐ Other:

BACKGROUND INFORMATION:

Oakland Alameda Water Shuttle Phase 2 Project Agreement

I am requesting this **Agreement** be **Approved As To Form**. I understand that in order to be approved I must complete each of the following:

- ☒ Outside Party Signature ☒ Dept Head Signature on Documents ☐ Signature Approval Form (If going to CM)
☒ Certificate(s) of Insurance ☐ Additional Insured Endorsement(s)
☒ Necessary Attachments/Exhibits ☐ Bonds or ☐ Bonds to be provided later **[No work until bonds approved by Risk]**
☒ Person from Department who has read and negotiated the contract and is responsible for knowing the contents.

Name: Rochelle Wheeler

Phone: 510.747.7442

☐ City's Standard Agreement Without Changes **OR** ☒ Agreement Modified Because:

WETA prefers to use their own agreement format.

Routing Request: If Approved, I would like you to forward these documents in this order (select # order):

City Manager City Clerk Back to me Other:

RISK MANAGEMENT RESPONSE:

☐ Not Approved (See Comments) – Date/Initials

☐ Approved - Date/Initials:

☐ Review Only – Date/Initials:

COMMENTS:

CITY ATTORNEY RESPONSE:

AGREEMENTS: ☐ Not Approved / Return to Dept – Date/Initials:

☐ Approved – Date/Initials:

☐ Reviewed - Date/Initials:

Initial


COMMENTS:

7/7/2026

Oakland Alameda Water Shuttle Phase 2 Pilot Project Agreement

This Oakland Alameda Water Shuttle Phase 2 Pilot Project Agreement (“**Agreement**”), dated as of _____, 2026 (“**Effective Date**”), is entered into by and between the City of Alameda (“**City**”) and the San Francisco Bay Area Water Emergency Transportation Authority (“**WETA**”) (collectively, the “**Parties**” and individually a “**Party**”) to define the rights and responsibilities of the Parties in connection with the operation of pilot public water shuttle service in the Oakland Estuary between the cities of Alameda and Oakland.

RECITALS

1. The City is a municipal corporation located in Alameda County, California and duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
2. WETA is a regional public transit agency tasked with operating and expanding ferry service on the San Francisco Bay and with coordinating the water transit response to regional emergencies. Pursuant to California Government Code Section 66540.7(a), WETA has "the responsibility within the area of its jurisdiction to study, plan, and implement any improvements, expansion, or enhancements of existing or future public transportation ferries and related facilities and services.”
3. On February 20, 2024, the Parties entered into an Estuary Water Shuttle Pilot Project Agreement (“**the Previous Agreement**”) that set forth the Parties’ obligations and rights relative to the initial phase of what is now called the Oakland Alameda Water Shuttle (“**Project**”). The purpose of this Agreement is to replace and restate the Previous Agreement so that there is no interruption in the Project.
4. The Parties, along with the Alameda Transportation Management Association (“**TMA**”), Big Yellow Boat, LLC (“**BYB**”), and a number of other private and public organizations and agencies, plan to continue implementing Phase 2 of the pilot program involving small vessel public water shuttle service in the Oakland Estuary between Alameda and Oakland.
5. The Project includes near and long-term 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 exclusively for the Service, marketing the Service, maintaining said Vessel, and operating the Service. The Service continues the initial two-year pilot, with the intention of testing and proving a concept of operations that will provide connections between Alameda and Oakland. The City is the recipient of grant funding from the Alameda County Transportation Commission (“**Alameda CTC**”), which will partially fund the Project, along with funding from private partners and in-kind staffing contributions.
6. The City worked with WETA, the TMA and BYB to mutually agree on the Vessel that is suitable for the Service, and that will be staffed by WETA’s contract operator. The Vessel

was purchased and is owned by BYB. BYB will continue to lease the Vessel to City for the Service.

7. The City and WETA desire to explore the technical and financial feasibility of implementing a regular, long-term small vessel San Francisco Bay Ferry service operating between Oakland and Alameda.
8. WETA and the City now desire to enter into this Agreement to establish the rights and responsibilities of the Parties in connection with the Project.

AGREEMENT

ACCORDINGLY, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City and WETA agree as follows:

1. **Recitals.** The recitals described above are incorporated into and made a part of this Agreement.
2. **Term of Agreement and Termination.** Notwithstanding the Effective Date, the term of this Agreement will commence on July 1, 2026 and will remain in effect through December 31, 2028. Either Party may terminate the Agreement for any reason upon 30 days written notice to the other Party. The Parties may further extend the term upon mutual agreement, subject to approval by the legislative bodies of both Parties.
3. **Termination of the Previous Agreement.** As of June 30, 2026, the Previous Agreement will automatically terminate without any further action of the Parties, and neither Party will have any right or obligation to the other under the Previous Agreement.
4. **Compensation and Expenses.**
 - a. The City will manage the Project budget and will reimburse WETA for its Project-related expenses (“**Project Expenses**”) for the Service in an amount not to exceed \$2,800,000. Project Expenses are those expenses incurred for providing the Service between July 1, 2026 and June 30, 2028 that are necessary for planning and operating the Service, as outlined in Exhibit A. It includes direct and systemwide costs. Project Expenses also include WETA staff time, which is being provided in-kind, and estimated to be valued at \$190,000 for purposes of the Alameda CTC grant.
 - b. WETA will invoice the City monthly, by the 15th of each month,. WETA will work with the City to ensure it has the documents needed to submit complete requests for reimbursement from the funding agency, Alameda CTC, including:
 - i. A listing of all direct expenses incurred and supporting documentation, including copies of invoices from vendors, consultants, or contractors.
 - ii. A description of WETA’s systemwide costs, as mutually agreed to.

- iii. Documentation of WETA staff time expended on the project for the two year operations period (July 1, 2026 through June 30, 2028), in order to verify its in-kind contributions.
 - c. The Parties agree to the following method of payment:
 - i. Within 12 working days of receipt of an invoice for the Service as outlined in Section 4.b, the City shall communicate any questions or concerns related to the invoice. Invoices are deemed accepted if the City does not raise any questions or concerns within this time frame. The City will reimburse WETA within 30 days of receiving complete responses to any invoice questions or upon receipt of an acceptable invoice, whichever is later.
 - ii. Upon termination, expenses incurred by WETA in providing the Service will be reimbursed according to the limits of this Agreement. The City will reimburse all WETA Project Expenses that WETA incurs prior to termination, as well as all costs of its operator necessary to wind down any Service in effect at the time of termination and any other Project Expenses associated with termination that WETA cannot reasonably stop prior to termination.
 - d. WETA will provide the City with a minimum of three months advance notice, as feasible, of any changes to recurring costs to provide the Service, including hourly labor rates and insurance costs, so that the City can ensure the Project Expenses will not exceed expected revenue.
 - e. In the event that WETA reasonably anticipates that Project Expenses may exceed the not to exceed cap stated in Section 4.a, it will provide at least 60 days' notice to the City. If the City does not agree to increase the not to exceed cap stated in Section 4.a, within 15 working days of WETA's notice, WETA may suspend or cancel service pursuant to Section 6.f.
5. **City's Rights and Responsibilities.** City's rights and responsibilities in connection with the Project are as follows:
- a. The City will maintain a separate agreement with BYB or assignee acceptable to the Parties, to lease the Vessel, which lease will allow the City to provide the Vessel to WETA for the duration of the Project for the exclusive use of the Service. The lease terms with BYB will be coextensive with the term of this Agreement.
 - b. City Dock:
 - i. The City will allow WETA to use the 10' x 200' floating concrete dock at Bohol Circle Immigrant Park located at the foot of Fifth Street (part of APN 74-1373-2-1) ("City Dock"), as depicted in Exhibit B, which the City owns and maintains, for the Service. The City Dock provides public access areas to accommodate transient recreational boats and kayaks and an approximately 88'

- long shuttle launch platform to accommodate boarding access to a small vessel, and is accessed by a single gangway.
 - ii. The City also owns and maintains the landside promenade at the water's edge next to the City Dock. Water shuttle passengers will wait in a designated waiting area, approved by the San Francisco Bay Conservation and Development Commission ("BCDC"), to prevent blocking the Bay Trail, the gangways, and the docks, and will utilize the gangway to access the shuttle launch platform, where passengers will enter and exit the Vessel.
 - iii. The City Dock will continue to accommodate transient recreational boats and kayaks, even during operation of the Service, as those uses will be separated, utilizing clearly delineated different sides of the floats.
 - iv. Overnight layberthing of the Vessel will not be permitted at the City Dock.
 - v. The City will maintain the City Dock, including the water shuttle launch platform, the ADA access ramp, the gangway connecting the dock to the landside, and other ancillary improvements including signage and handrails, and a passenger waiting area along the promenade at the water's edge.
 - vi. The City shall post a limited amount of temporary signage, in compliance with the BCDC permit, to help control the operations in a manner that does not unduly interfere with reasonable access to the shuttle launch platform and public use of adjacent public access areas.
- c. With coordination support from WETA, the City will support the Port of Oakland or its representative in obtaining BCDC approvals that are necessary to allow WETA exclusive use of the necessary space on the public dock at the foot of Broadway in Jack London Square for Service, and on ensuring that the space is clearly delineated to identify the dedicated Vessel docking area.
 - d. The City shall maintain all appropriate and/or necessary permits or authorization from BCDC to operate the Service, including those that are consistent with the authorization and requirements of the Alameda Landing; BCDC Permit No. 2018.004.00; Special Condition II.B.4.d – "Dock and Kayak Launch."
 - e. The City will lead the marketing and customer outreach efforts associated with the Project, in collaboration with WETA 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 maintain the project web page. The City will provide WETA with copies of all such materials and links, and WETA will market the Service to its customers and on its web pages.
 - f. The City may suspend the Service in the event of an emergency or natural disaster. In such an event, the City will provide WETA with immediate notice as appropriate under the circumstances.

6. **WETA's Rights and Responsibilities.** WETA's rights and responsibilities in connection with the Project are as follows:
 - a. WETA will continue to provide the Service, utilizing the Vessel. There are no back-up vessels available for the Service. 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, including at a private dock, may be incorporated into the Service if the Parties agree. In operating the Service, WETA will provide the following:
 - i. Daily crewing and operation of the Vessel.
 - ii. Regular scheduled maintenance of the Vessel, as described in subsection j.vi. below.
 - iii. Administrative functions related to scheduling, budgeting, customer service, passenger communication, and data collection.
 - iv. Arrange for the overnight berthing of the Vessel, to be provided at no cost with the assistance of CIM Group, the property management firm for Jack London Square. WETA shall prohibit any third-party water shuttle/boat operator from overnight or permanent layberthing of the water shuttle vessel at the City Dock.
 - b. WETA shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses that are required for the Service, with the following exceptions: (1) BCDC permit for the Jack London Square dock shall be obtained by the Port of Oakland and the BCDC permit for the Bohol Circle Immigrant Park dock shall be obtained by the City, and (2) those required to be held by the vessel owner. WETA shall secure a temporary license agreement with the Port of Oakland or its representative for use of the Jack London Square public dock for the purpose of docking the Vessel during the term of this Agreement.
 - c. WETA will determine, in consultation with the City and other stakeholders and within the available budget, the service levels and schedule appropriate for the Service. The Parties intend that the schedule and service plan will be as set forth in Exhibit C. While the Service is underway, WETA may make minor schedule and service level changes with notice to the City. Any material schedule or service level changes will be made in consultation with the City.
 - d. WETA will operate the Service in a manner that is consistent with the standard of care with which WETA operates other Bay Area ferry services.
 - e. WETA will operate the Service such that it is publicly accessible and ADA accessible, and will not charge fares for the Service.
 - f. 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, or if funding for the Project becomes unavailable. In such an event, WETA will provide City with prompt notice as appropriate under the circumstances.

- g. WETA will support the City's marketing and customer outreach efforts through WETA's social media and web site. WETA and the City will meet to collaborate on such efforts.
- h. WETA will count the numbers of riders and bicycles at each stop of the Service and provide ridership data to the City on a monthly basis.
- i. WETA will cooperate with the City to ensure compliance with all provisions in the Alameda CTC Funding Agreement (Agreement No. A25-0031) that are relevant to Service operations, and provide any necessary documentation, as requested and as feasible.
- j. Vessel:
 - i. WETA agrees to use the Vessel, owned by BYB and leased to the City solely for purpose of the Service.
 - ii. WETA will store and utilize, as needed, any Vessel spare parts, including all spare motors, to keep the Service in operation.
 - iii. WETA will coordinate and advise on which vendor(s) to use to make any Vessel modifications needed to meet all United States Coast Guard (USCG) certification requirements.
 - iv. WETA will coordinate and lead the process of maintaining the required permissions and certifications from the USCG, including day-to-day communication with the USCG. If for any reason, the Vessel does not meet USCG requirements, any Party may terminate the Agreement as set forth in Section 2.
 - v. BYB, as the Vessel owner, will serve as the lead in ensuring compliance with the California Air Resources Board requirements, with the City and WETA providing support, as needed and as reasonable.
 - vi. WETA will take all reasonable steps to care for and to maintain the Vessel to industry standards, and will perform regular maintenance on the Vessel, using best practice standards. Regular maintenance shall include up to eight (8) hours a week of engine maintenance and up to eight (8) hours a week of routine maintenance.
 - vii. Maintenance will be reimbursed on a time and materials basis, at established hourly engineering labor rates, which may be adjusted each fiscal year in accordance with applicable union Memorandums of Understanding.
 - viii. Should any damage occur to the Vessel, the parties will cooperate in filing insurance claims as applicable. In accordance with sub-paragraph ix, below, the parties will meet and confer as to the ultimate responsibility for any costs not covered by insurance based on principles of comparative fault.
 - ix. In the event WETA determines that the Vessel requires unscheduled maintenance or any repairs or other modifications that are estimated to cost less than \$2,000, WETA will arrange for such repairs or modifications and will provide all construction management services associated with such maintenance, repairs, or modifications. In the event WETA determines that the

Vessel requires unscheduled maintenance or any repairs or other modifications that are estimated to cost \$2,000 or greater, the Parties and BYB, or its authorized representative, will meet and confer to agree on whether to perform the needed maintenance, repairs, or modifications, who will perform construction management services, and how such costs will be shared, based on principles of comparative fault, or whether to cancel the Service and terminate this Agreement. Unscheduled maintenance and repairs or modifications performed in accordance with this paragraph are Project Expenses eligible for reimbursement by the City.

- x. The City, in consultation with WETA and BYB, will lead efforts to subsequently modify or replace the Vessel, as needed, to meet electrification requirements. Use of a modified or replacement vessel for the Service will require future approval by WETA.

k. Safety:

- i. As between WETA and the City, and subject to the provisions of Section 8, Indemnity, WETA will be solely and completely responsible for the safety of all persons and property during performance of the Service. This requirement will apply continuously and not be limited to normal working hours.
- ii. WETA will comply with and will require any third-party water shuttle/boat operator to comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, and codes.
- iii. WETA will submit written reports, using their standard forms, of all incidents and notify the City promptly, ordinarily within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. This report shall include, as attachments, the name and address of WETA's liability insurance carrier and a police report, if available. Such reports will also be provided with each monthly invoice.

- 7. **Insurance.** WETA shall maintain or cause to be maintained, the following property and liability insurance, the incremental cost of which shall be considered a Project Expense:

a. Property and Liability Insurance

i. Required Types and Amounts of Insurance.

- 1. Property Insurance. Property insurance on all of WETA's personal property, improvements and alterations, in, on, or about the Project, property insurance on an all risk form, excluding earthquake and flood, to the extent of full replacement value. The proceeds from any such policy shall be used by WETA for the replacement of WETA's personal property.
- 2. Commercial General Liability Insurance. Commercial General Liability insurance with coverage at least as broad as Insurance

Services Office form CG 00 01 10 93 (or its replacement) insuring against claims for bodily injury (including death), property damage, personal injury and advertising injury, including coverage for operations, blanket contractual liability (to the extent possible under the above-referenced policy form or under a separate policy form), broad form property damage, explosion, collapse and underground hazards, independent contractors, products and completed operations, with such insurance to afford protection in an amount not less than Five Million Dollars (\$5,000,000) per occurrence and annual aggregate, and Ten Million Dollars (\$10,000,000) products and completed operations aggregate, and deleting any exclusions for care, custody and control of real property or damage to the vessel. All such insurance may be provided under a combination of primary and umbrella excess policies and may be provided under policies with a “claims made” trigger.

3. Workers’ Compensation Insurance. Worker’s compensation insurance as required by law, U.S. Longshore and Harborworker’s Act Insurance and Jones Act insurance with employer’s liability limit not less than One Million Dollars (\$1,000,000) for each accident, on employees eligible for each. WETA’s insurance must be from a carrier with an A M Best rating of A-7 or better; must be statutory in nature; must include USL&H on an “if any basis”, with E L coverage of \$1,000,000.00. In the event WETA is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations, Administration of Self Insurance, Sacramento, California.
4. Business Automobile Insurance. Business automobile liability insurance covering all owned, non-owned or hired motor vehicles (including electric carts) to be used by WETA and its agents in connection with WETA’s obligations under the Project, affording protection for bodily injury (including death) and property damage in the form of Combined Single Limit Bodily Injury and Property Damage policy with limits of not less than Two Million Dollars (\$2,000,000) per accident and annual aggregate.
5. Protection and Indemnity Liability. Protection and Indemnity Liability Insurance acceptable to City, with limits not less than Five Million Dollars (\$5,000,000) per each occurrence, including coverages for owned and non-owned watercraft.
6. Vessel Pollution Liability. Vessel Pollution Liability Insurance with combined single limit of Five Million Dollars (\$5,000,000.00) each claim, Five Million Dollars (\$5,000,000.00) aggregate, and with coverage to include legal liability arising from the sudden and

accidental release of pollutants, and no less than a one-year extended reporting period.

7. Hull and Machinery Protection. Hull and Machinery Protection in a form and with limit of market value of the Vessel.
8. Bumbershoot; Umbrella; Excess Insurance with policy limits of no less than Five Million Dollars (\$5,000,000).

ii. General Requirements.

1. Except as provided differently herein, as to all insurance required hereunder, such insurance will be carried under a valid and enforceable policy or policies issued by insurers of recognized responsibility that are rated Best A—:VIII or better by the latest edition of Best's Key Rating Guide (or a comparable successor rating) and legally authorized to sell such insurance within the State;
2. As to property insurance required hereunder, such insurance will name WETA as the first named insured, and will name the City, the Alameda County Transportation Commission, TMA and BYB as an insured as their interests may appear.
3. As to commercial general liability, automobile liability, protection and indemnity liability, vessel pollution liability, and umbrella or excess liability insurance, such insurance will name as additional insureds by written endorsement: "CITY OF ALAMEDA ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, COMMITTEE MEMBERS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES" and "ALAMEDA COUNTY TRANSPORTATION COMMISSION, ITS GOVERNING BODY, OFFICERS, EMPLOYEES AND CONSULTANTS" and "BIG YELLOW BOAT, LLC, ITS GOVERNING BODY, OFFICERS, AGENTS, EMPLOYEES AND CONSULTANTS" and "ALAMEDA TRANSPORTATION MANAGEMENT ASSOCIATION, ITS GOVERNING BODY, OFFICERS, AGENTS, EMPLOYEES AND CONSULTANTS." The Additional Insured Endorsement for commercial general liability insurance shall include primary and non-contributory coverage at least as broad as the CG 2010.
4. As to all insurance required hereunder, such insurance will provide that no cancellation, material modification or termination of such insurance will be effective until at least thirty (30) days after mailing or otherwise sending written notice of such cancellation, modification or termination to City;

5. As to commercial general liability, automobile liability insurance, protection and indemnity liability, and vessel pollution liability, 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.
 6. As to commercial general liability, automobile, worker's compensation, protection and indemnity liability, vessel pollution, and property insurance required hereunder, such insurance will provide for waivers of any right of subrogation that the insurer of such party may acquire against each Party hereto with respect to any losses of the type covered under the policies required;
 7. All insurance will be subject to the approval of City, which approval will be limited to whether or not such insurance meets the terms of this Agreement;
 8. If any of the policies of liability required hereunder is provided under a claims-made form of policy, WETA will maintain such coverage continuously throughout the Term, and following the expiration or earlier termination of the Term, WETA will maintain, or require to be maintained, such coverage without lapse for a period of five (5) years beyond the expiration or earlier termination of this Agreement.
- iii. Certificates of Insurance; Right of City to Maintain Insurance. WETA will furnish City certificates with respect to the policies required and additional insured endorsements in form satisfactory to City, (i) on or prior to the Effective Date, (ii) for such policies required to be carried such date, on or prior to the date such policies are required, and (iii) with respect to renewal policies, within thirty (30) days after the policy renewal date of each such policy. Within thirty (30) days after City's request, WETA also will provide City with copies of each such policy, or will otherwise make such policy available to City for its review. If at any time WETA fails to maintain the insurance required, or fails to deliver certificates and/or endorsements as required pursuant to this section then, upon ten (10) days' written notice to WETA, City may obtain and cause to be maintained in effect such insurance by taking out policies with companies satisfactory to City. Within ten (10) days following demand, WETA will reimburse City for all amounts so paid by City, together with all costs and expenses in connection therewith.
- iv. Insurance by Others. To the extent WETA maintains, utilizes or contracts with contractors, subcontractors or others in connection with their use or occupancy of, or their activities in, on, under, or in connection with the Project, WETA

will require that their insurance policies be endorsed to include the CITY OF ALAMEDA ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, COMMITTEE MEMBERS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES as additional insureds, as well as ALAMEDA COUNTY TRANSPORTATION COMMISSION, ITS GOVERNING BODY, OFFICERS, EMPLOYEES AND CONSULTANTS, and BIG YELLOW BOAT, LLC, ITS GOVERNING BODY, OFFICERS, AGENTS, EMPLOYEES AND CONSULTANTS and ALAMEDA TRANSPORTATION MANAGEMENT ASSOCIATION, ITS GOVERNING BODY, OFFICERS, AGENTS EMPLOYEES AND CONSULTANTS. Notwithstanding the foregoing, WETA will require all agents, contractors and sub-contractors performing work in, on, under, or in connection with the Project to carry the following coverages: (i) commercial general liability with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual general aggregate, (ii) workers' compensation in amounts required by law, (iii) employer's liability coverage in an amount not less than One Million Dollars (\$1,000,000) per accident, per employee and policy limit for injury by disease, covering all employees employed in connection with the Project, (iv) automobile insurance in an amount not less than \$2,000,000 combined single limit covering use of owned, non-owned or hired vehicles utilized in the performance of work in, on, under, or in connection with the Project, and (v) Contractors' Pollution Legal Liability (if project involves environmental hazards) with limits no less than \$2,000,000 per occurrence or claim, and \$4,000,000 policy aggregate.

- v. SUFFICIENCY OF INSURANCE: The insurance limits required by the City are not represented as being sufficient to protect WETA. WETA is advised to consult WETA's insurance broker to determine adequate coverage for WETA. 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 WETA; whichever is greater.
- vi. 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 WETA are exhausted.

8. Indemnity.

- a. Except to the extent caused, or alleged to have been caused, by City's negligence or willful misconduct, WETA will indemnify, defend (with counsel reasonably acceptable

- to City) and hold harmless City, its Council members, Board and Commission members, committee members, officers, agents, volunteers and employees (“**City Indemnitees**”) from any and all claims, liability, costs, penalties, fines, damages, injuries, judgments, forfeitures, losses or expenses (including without limitation attorneys' fees, consultant fees, testing and investigation fees, expert fees and court costs) to the extent arising out of, or in any way related to, or resulting directly or indirectly from WETA’s actions in furtherance of the Project, including performance of its obligations under this Agreement.
- b. Except to the extent caused, or alleged to have been caused, by WETA's negligence or willful misconduct, City will indemnify, defend (with counsel reasonably acceptable to WETA) and hold harmless WETA, its Board members, directors, officers, agents and employees (“**WETA Indemnitees**”) from any and all claims, liability, costs, penalties, fines, damages, injuries, judgments, forfeitures, losses or expenses (including without limitation attorneys' fees, consultant fees, testing and investigation fees, expert fees and court costs) to the extent arising out of, or in any way related to, or resulting directly or indirectly from City’s actions in furtherance of the Project, including performance of its obligations under this Agreement.
 - c. The indemnification of each Party to the other will expressly survive the termination or expiration of this Agreement.
9. **Assignment.** Neither Party may assign any of its rights nor transfer any of its obligations under this Agreement without the other Party's prior written consent.
 10. **Compliance with All Applicable Laws.** The Parties agree to comply with all applicable local, state, and federal laws.
 11. **Waiver.** No waiver by WETA or City of a breach of any of the terms, covenants, or conditions of this Agreement by the other Party will be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default by WETA or City will be implied from any omission by the other Party to take any action on account of such default if such default persists or is repeated, and no express waiver will affect a default other than as specified in such waiver. The consent or approval by WETA or City to or of any act by the other Party requiring the consent or approval of the first Party will not be deemed to waive or render unnecessary such Party's consent or approval to or of any subsequent similar acts by the other Party.
 12. **Limitation of Damages.** Neither WETA nor City will have any liability to the other for business interruption, punitive, speculative or consequential damages as a result of default or termination of this Agreement.
 13. **Costs and Attorneys' Fees.** In 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, seek relief from any provision or obligation arising out of this Agreement, regardless of whether such action or proceeding is prosecuted to judgment, and in addition to any other remedy, the parties and litigants shall bear their own attorneys' 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.

14. **Notices.** All notices and communications related to this Agreement deemed by either Party to be necessary or desirable must be in writing and may be given by e-mail, or mail, personal delivery, or nationally recognized overnight courier to a representative of the Parties addressed as follows:

To WETA: Attention: Seamus Murphy
San Francisco Bay Area Water Emergency Transportation
Authority
375 Beale Street, Suite 310
San Francisco, CA 94111
Email: seamus.murphy@sfbayferry.com

To City: Attention: City Manager
City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501
Email: citymanager@alamedaca.gov

Additional Copy to: Attention: City Attorney
City of Alameda
2263 Santa Clara Avenue, Room 280
Alameda, CA 94501
Email: cityattorney@alamedacityattorney.org

Additional Copy to: Attention: Arsh Singh Hothi, General Manager
Alameda Transportation Management Association
950 West Mall Square, Suite 239
Alameda CA 94501
Email: info@alamedatma.org

The address to which mailings may be made may be changed from time to time by written notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

15. **Dispute Resolution.** The Parties agree that any dispute arising from this Agreement that is not resolved within thirty (30) business days by the Parties' representatives responsible for the administration of this Agreement will be set forth in writing by each Party and delivered to the attention of both WETA's Executive Director (“ED”) and the City Manager for resolution. In the event resolution cannot be reached by the ED and the City Manager, the Parties agree to meet and confer to discuss the appropriate method of resolution. The

Parties may agree to an alternative dispute resolution process, including mediation and/or arbitration.

16. **Amendments.** Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by City and WETA.
17. **Integrated Contract.** 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 WETA.
18. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California. Venue will be in the State Superior Court in Alameda County.
19. **Severability.** If any phrase, clause, sentence, paragraph, section, article, or other portion of this Agreement becomes illegal, null or void or against public policy, for any reason, or is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement will not be affected thereby and will remain in force and effect to the fullest extent permissible by law.
20. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which counterparts together will constitute one agreement.
21. **Long-term Feasibility Study.** The Parties agree to work cooperatively to assess the technical and financial viability of operating a regular small vessel San Francisco Bay Ferry service between Oakland and Alameda for the long term. During the term of this Agreement, the Parties plan to initiate a study, consistent with San Francisco Bay Ferry's 2050 Service Vision and Expansion Policy, to determine whether or not the project meets San Francisco Bay Ferry's criteria for Tier 1 development projects. The study will define the vessel and facility project scope of the associated service, as well as an estimate of capital and operating costs.

**[REMAINDER OF PAGE INTENTIONALLY LEFT
BLANK]**

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first set forth above.

**SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION
AUTHORITY**

Signed by:
By: Seamus Murphy
F1348DCC0EBE409...
Seamus Murphy, Executive Director

Date: _____

Approved as to form:

DocuSigned by:
By: Steven Miller
8B4EC7D932854E7...
Attorney for WETA

CITY OF ALAMEDA

By: _____
Gerry Beaudin, City Manager

Date: _____

Recommended for approval:

Signed by:
By: Abigail Thorne-Lyman
2E1D71136B954F6...
Abigail Thorne-Lyman, Interim Planning, Building and Transportation Director

Approved as to form:

Signed by:
By: Cara Silver
6A663BB3CB29400...
Cara Silver, Special Counsel

EXHIBITS

Exhibit A:

Oakland Alameda Water Shuttle Phase 2 Pilot Project:

Project Expenses

Reimbursable project-related expenses for the Service include the following:

Direct Costs are:

- Operations, paid to WETA's contract operator, including labor and profit
- Vessel maintenance, both scheduled and unscheduled, inclusive of labor and parts
- Fuel
- Insurance costs for the Vessel and Service
- Dockside infrastructure or maintenance, as pre-approved by City
- Consultants for: vessel repair, ridership survey, and support needed to maintain regulatory compliance
- Other costs needed to plan and operate the service

Systemwide Costs are those costs specifically associated with providing the Service that are allocated across all WETA service routes, and may include:

- Marketing and Customer Experience
- Communications & IT
- Operations Professional Service Support
- Berthing leases
- Emergency response preparedness
- Other items as mutually agreed upon, in advance of invoicing

Within 30 days following contract execution, the Parties shall meet and confer regarding a mutually agreeable process for allocating systemwide costs to the Project, and the types of costs and the amounts.

Non-reimbursable project-related expenses for the Service include the following:

In-kind Staffing includes:

- All WETA staff costs (inclusive of benefits) that are tracked as being spent on the Water Shuttle Project



Exhibit B:

Oakland Alameda Water Shuttle Phase 2 Pilot Project:
Service and Schedule

WETA will determine, in consultation with the City and other stakeholders and within the available budget, the service levels and schedule appropriate for the Service. The service levels anticipated to be provided during the two-year period of July 1, 2026 through June 30, 2028 are as follows:

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

Sample schedule for July 2026 – October 2027:

★ TUES / WED / THURS ★		
HOURL	LEAVING ALAMEDA	LEAVING OAKLAND
7a	7:20 7:42	7:31 7:53
8a	8:04 8:26 8:48	8:15 8:37
9a	B R E A K	
10a	10:26	10:15
11a	11:34 11:56	11:23 11:45
12p	12:32 12:54	12:21 12:43
1p	1:16 1:52	1:05 1:41
2p	2:14 2:50	2:03 2:39
3p	3:12 3:34	3:01 3:23
4p	4:42	4:31 4:53
5p	5:04 5:26 5:48	5:15 5:37 5:59
6p	6:10 6:32	6:21 6:57
7p	7:08 7:30	7:19 7:41

★ FRI / SAT / SUN ★		
HOURL	LEAVING ALAMEDA	LEAVING OAKLAND
7a	7:20 7:42	7:31 7:53
8a	8:04 8:26 8:48	8:15 8:37
9a	9:24 9:46	9:13 9:35 9:57
10a	10:08 10:30	10:19 10:55
11a	11:06 11:28 11:50	11:17 11:39
12p	12:26 12:48	12:15 12:37 12:59
1p	1:10 1:46	1:35 1:57
2p	2:08 2:30 2:52	2:19 2:41
3p	3:14 3:50	3:03 3:39
4p	4:12 4:48	4:01 4:37 4:59
5p	5:10 5:50	5:39
6p	6:12 6:34 6:56	6:01 6:23 6:45
7p	7:32 7:54	7:21 7:43
8p	8:16 8:38	8:05 8:27
9p	9:14 9:36	9:03 9:25



FREE 7 MINUTE RIDE

NO SERVICE MONDAYS

MOORSOU-01

NCHANNAPPA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2026

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 License # 0C36861 Alliant Insurance Services, Inc. 560 Mission St 6th Fl San Francisco, CA 94105	CONTACT NAME: Michele Holguin PHONE (A/C, No, Ext): (628) 502-2872 FAX (A/C, No): E-MAIL ADDRESS: michele.holguin@alliant.com INSURER(S) AFFORDING COVERAGE INSURER A: Imperium Insurance Company NAIC # 35408 INSURER B: Trumbull Insurance Company 27120 INSURER C: National Casualty Company 11991 INSURER D: Signal Mutual Indemnity Association Ltd 00000 INSURER E: Beazley Insurance Company, Inc. 37540 INSURER F:
INSURED Moor + South / Pier Management LP PO Box 193730 San Francisco, CA 94119-3730	

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 ☐ CLAIMS-MADE ☒ OCCUR ☒ Protection&Indemnity GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		TSOM-251336-00	12/15/2025	12/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 P&I \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		72UENPV2823	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	X		TSOM-251336-00	12/15/2025	12/15/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WCSIG35040906	1/1/2026	1/1/2027	☒ 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
D	Workers Compensation			E5-73774	1/1/2026	1/1/2027	Statutory 1,000,000
E	Marine Legal Liabili			V36429250301	12/15/2025	12/15/2026	Max. Agreed Value 248,622,849

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

City of Alameda its council members, board and commission members, committee members, officers, agents, volunteers and employees.

Alameda county transportation commission, its governing body, officers, employees and consultants.

Big Yellow Boat, LLC, its governing body, officers, agents, employees and consultants.

Alameda Transportation Management Association, its governing body, officers, agents, employees and consultants.

The above are additional insureds under Marine General Liability, Automobile Liability, and Vessel Pollution coverage, where required by written contract.

Vessel Pollution Liability

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Alameda 2263 Santa Clara Avenue Alameda, CA 94501	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
--	---



ADDITIONAL REMARKS SCHEDULE

AGENCY Alliant Insurance Services, Inc.		License # 0C36861	NAMED INSURED Moor + South / Pier Management LP PO Box 193730 San Francisco, CA 94119-3730
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Policy Number: 60-50919
Policy Term: 12/15/2025-12/15/2026
Limit: \$5,000,000
Carrier: Water Quality Insurance

Moor + South / PIER 39 / Blue & Gold 2025-2026 Casualty Program

Carrier	AM Best rating	Placement	Policy Number	Participation %
United Fire & Casualty Co.	A- X	Primary H&M, P&I, MGL & Lead \$4m x \$1m	OMS-24001413-02	42.50%
Starr Indemnity & Liability Co.	A XV	Primary H&M, P&I, MGL & Lead \$4m x \$1m	MASIHSF00806724	25.00%
Argonaut Insurance Co.	A- XIII	Primary H&M, P&I, MGL & Lead \$4m x \$1m	726OM6067-00	10.00%
The Continental Ins. Co.	A XV	Primary H&M, P&I, MGL & Lead \$4m x \$1m	H0877879 / EX0122132	10.00%
Beazley Insurance Co	A XV	Primary H&M, P&I, MGL & Lead \$4m x \$1m	V36429240201	12.50%
United Fire & Casualty Co.	A- X	2nd Layer Bumbershoot \$5m xs \$5m	OMS-24001414-02	37.50%
Argonaut Insurance Co.	A- XIII	2nd Layer Bumbershoot \$5m xs \$5m	726OM6068-00	12.50%
Endurance Specialty	A+ XV	2nd Layer Bumbershoot \$5m xs \$5m	OMX30049877401	25.00%
Stratford Insurance Co	A XV	2nd Layer Bumbershoot \$5m xs \$5m	VMX8003890	25.00%
United Fire & Casualty Co.	A- X	3rd Layer Bumbershoot \$15m xs \$10m	OMS-24001415-02	25.00%
Starr Indemnity & Liability Co.	A XV	3rd Layer Bumbershoot \$15m xs \$10m	MASILSF00566924	25.00%
The Continental Ins. Co.	A XV	3rd Layer Bumbershoot \$15m xs \$10m	EX0122133	12.50%
Stratford Insurance Co.	A XV	3rd Layer Bumbershoot \$15m xs \$10m	VMX8003889	25.00%
Beazley Insurance Co.	A XV	3rd Layer Bumbershoot \$15m xs \$10m	V340A6240301	12.50%
United Fire & Casualty Co.	A- X	4th Layer Bumbershoot \$25m x \$25m	OMS-24001416-02	5.50%
Starr Indemnity & Liability Co.	A XV	4th Layer Bumbershoot \$25m x \$25m	MASILSF00566824	27.50%
Argonaut Insurance Co.	A- XIII	4th Layer Bumbershoot \$25m x \$25m	726OM6069-00	8.50%
The Continental Ins. Co.	A XV	4th Layer Bumbershoot \$25m x \$25m	EX0124715	8.50%
Beazley Insurance Co.	A XV	4th Layer Bumbershoot \$25m x \$25m	V340AF240301	25.00%
Stratford Insurance Co.	A XV	4th Layer Bumbershoot \$25m x \$25m	VMX8003891	25.00%

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

NAMED PERSON(S) OR ORGANIZATION(S)

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL AUTO COVERAGE PART

CITY OF ALAMEDA, ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS,
OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES
ALABAMA COUNTY TRANSPORTATION COMMISSION, ITS GOVERNING BODY,
OFFICERS, EMPLOYEES AND CONSULTANTS
BIG YELLOW BOAT LLC, ITS GOVERNING BODY, OFFICERS, AGENTS, EMPLOYEES
AND CONSULTANTS
ALAMEDA TRANSPORTATION MANAGEMENT ASSOCIATION, ITS GOVERNING BODY,
OFFICERS, AGENTS, EMPLOYEES AND CONSULTANTS

ALL HAVE THE ADDRESS OF:
2263 SANTA CLARA AVE, ALMEDA, CA 94501

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

ENDORSEMENT NO.4

To be attached to and

Form a part of Policy No. **60-50919** of the **WATER QUALITY INSURANCE SYNDICATE**

Assured: **BLUE & GOLD FLEET LP**

ADDITIONAL ASSURED

For and in consideration of an additional premium of \$Included, it is hereby understood and agreed that with effect from inception, the following shall apply with respect to the following **Assured(s)**:

CITY OF ALAMEDA ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, COMMITTEE MEMBERS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES

ALAMEDA COUNTY TRANSPORTATION COMMISSION, ITS GOVERNING BODY, OFFICERS, EMPLOYEES AND CONSULTANTS

BIG YELLOW BOAT, LLC, ITS GOVERNING BODY, OFFICERS, AGENTS, EMPLOYEES AND CONSULTANTS

ALAMEDA TRANSPORTATION MANAGEMENT ASSOCIATION, ITS GOVERNING BODY, OFFICERS, AGENTS, EMPLOYEES AND CONSULTANTS.

Where a **Vessel** insured hereunder is working or performing services pursuant to a contract between the owner or operator of the **Vessel** (the **Assured**) and an entity or person not insured hereunder, if the **Assured** agrees and it is required by the contract, the entity or person with whom the **Assured** is in contractual privity is hereby named as an additional **Assured** hereunder, but only to the extent required by the contract.

Notwithstanding the forgoing, it is understood and agreed that this endorsement shall only apply to contracts entered into before any **occurrence** hereunder.

In no event shall this endorsement amend SECTION A (5) of PART III.

Indemnification hereunder is limited to such amounts as the **Assured** shall have become liable to pay and shall have paid as **owner** or **operator** of a **Vessel** named on the Vessel Schedule.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

Countersigned in New York, N.Y.
On December 9, 2025



Agent for the Individual Subscribers to
WATER QUALITY INSURANCE SYNDICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2025

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 Seattle-Alliant Insurance Services, Inc. 401 Union Street, 31st Floor Seattle WA 98101	CONTACT NAME: Vicki Holaday PHONE (A/C, No, Ext): 206-204-9138 E-MAIL ADDRESS: vholaday@alliant.com FAX (A/C, No):														
INSURED San Francisco Bay Area Water Emergency Transportation Authority Pier 9, Suite 111 The Embarcadero San Francisco CA 94111	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Aspen American Insurance Compa</td> <td>43460</td> </tr> <tr> <td>INSURER B : Liberty Mutual Insurance Compa</td> <td>23043</td> </tr> <tr> <td>INSURER C : Navigators Insurance Company</td> <td>42307</td> </tr> <tr> <td>INSURER D : Endurance Risk Solutions Assur</td> <td>43630</td> </tr> <tr> <td>INSURER E : Starr Indemnity & Liability Co</td> <td>38318</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Aspen American Insurance Compa	43460	INSURER B : Liberty Mutual Insurance Compa	23043	INSURER C : Navigators Insurance Company	42307	INSURER D : Endurance Risk Solutions Assur	43630	INSURER E : Starr Indemnity & Liability Co	38318	INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Aspen American Insurance Compa	43460														
INSURER B : Liberty Mutual Insurance Compa	23043														
INSURER C : Navigators Insurance Company	42307														
INSURER D : Endurance Risk Solutions Assur	43630														
INSURER E : Starr Indemnity & Liability Co	38318														
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 387136267**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 ☐ CLAIMS-MADE ☒ OCCUR ☒ Termin Operators GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Ded: \$2,500	Y	Y	OM00HAX25	7/1/2025	7/1/2026	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C D E	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			SFABNQXO008 SE25LIAZ08MHJ01 OMX30021812203 MASILSF00021925	7/1/2025 7/1/2025 7/1/2025 7/1/2025	7/1/2026 7/1/2026 7/1/2026 7/1/2026	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ Each Occ/Agg \$ 15M/15M
	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				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: Evidence of Liability Insurance - Estuary Water Shuttle Pilot Project Agreement.
 City of Alameda, its council members, board and commission members, committee members, officers, agents, volunteers and employees and Alameda County Transportation Commission, its governing body, officers, employees and consultants and Big Yellow Boat, LLC, its governing body, officers, agents, employees and consultants and Alameda Transportation Management Association, its governing body, Officers, agents, employees and consultants are included as Additional Insured. Coverage is primary and non-contributory. Waiver of subrogation applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Alameda
 Attn: Jennifer Ott
 Email: jott@alamedaca.gov
 2263 Santa Clara Avenue
 Alameda CA 94501

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - ONGOING OPERATIONS - REQUIRED IN WRITTEN CONTRACT - BROAD FORM

This endorsement modifies insurance provided under the following:

MARINE GENERAL LIABILITY COVERAGE FORM

In consideration of the premium charged, it is agreed that:

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "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 failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising

injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED

Issued Date: 07/01/2025

Policy Number: OM00HAX25

Named Insured: SAN FRANCISCO BAY AREA WATER EMERGENCY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT TO COVERAGE BLANKET ADDITIONAL INSURED – COMPLETED OPERATIONS – REQUIRED IN WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

MARINE GENERAL LIABILITY COVERAGE FORM

In consideration of the premium charged, it is agreed that:

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" for that additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the written contract or agreement to provide for such additional insured; and
3. Will not apply beyond:
 - a. The period of time required by the written contract or written agreement; or
 - b. 3 years from the completion of "your work" on the project which is the subject of the written contract or agreement,

whichever is less.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED

Issued Date: 07/01/2025

Policy Number: OM00HAX25

Named Insured: SAN FRANCISCO BAY AREA WATER EMERGENCY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET PRIMARY AND NONCONTRIBUTORY – REQUIRED IN WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

MARINE GENERAL LIABILITY COVERAGE FORM

In consideration of the premium charged, it is agreed that:

Paragraph 4. **Other Insurance** of **SECTION IV – MARINE GENERAL LIABILITY CONDITIONS** is amended to add the following and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1)** The additional insured is a Named Insured under such other insurance; and
- (2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED

Issued Date: 07/01/2025

Policy Number: OM00HAX25

Named Insured: SAN FRANCISCO BAY AREA WATER EMERGENCY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION REQUIRED IN WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

MARINE GENERAL LIABILITY COVERAGE FORM

In consideration of the premium charged, it is agreed that:

The **Transfer Of Rights Of Recovery Against Others To Us** Condition (**SECTION IV – MARINE GENERAL LIABILITY CONDITIONS**) is deleted and replaced with the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included within the “products-completed operations hazard” coverage of the policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED

Issued Date: 07/01/2025

Policy Number: OM00HAX25

Named Insured: SAN FRANCISCO BAY AREA WATER EMERGENCY

SANFRAN-06

AAGUIRRE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2026

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 License # 0C36861 Irvine - Alliant Insurance Services, Inc. 18100 Von Karman Ave 10th Fl Irvine, CA 92612	CONTACT NAME: Sheryl L Fitzgerald PHONE (A/C, No, Ext): (949) 660-8161 FAX (A/C, No): E-MAIL ADDRESS: sfitzgerald@alliant.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : Great American E & S Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED San Francisco Bay Area Water Emergency Transportation Authority 375 Beale St Ste 310 San Francisco, CA 94105-2177	NAIC # 37532	

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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ AUTO DED: \$1,000 ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X		214510008	9/29/2025	9/29/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UI/UIM LIMIT \$ 1,000,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured endorsement attached. Policy form does not contain a General Liability Aggregate. Notice of cancellation will be delivered only to the participating named insured as stated in the policy. Subject to policy terms, conditions and exclusions.

Carriers on Policy:
 Great American - 88%
 StarStone Specialty - 12%

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Alameda Attn: Jennifer Ott 2263 Santa Clara Avenue Alameda, CA 94501	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
---	---

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Irvine - Alliant Insurance Services, Inc.		License # 0C36861	NAMED INSURED SF Bay Area WETA 375 Beale St Ste 310 San Francisco, CA 94105-2177
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

AS RESPECTS THE ESTUARY WATER SHUTTLE PILOT PROJECT AGREEMENT. CITY OF ALAMEDA ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, COMMITTEE MEMBER, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES AND ALAMEDA COUNTY TRANSPORTATION COMMISSION, ITS GOVERNING BODY, OFFICERS, EMPLOYEES AND CONSULTANTS AND BIG YELLOW BOAT LLC, ITS GOVERNING BODY, OFFICERS, AGENTS, EMPLOYEES AND CONSULTANTS AND ALAMEDA TRANSPORTATION MANAGEMENT ASSOCIATION, ITS GOVERNING BODY, OFFICERS, AGENTS, EMPLOYEES AND CONSULTANTS SHALL BE NAMED AS ADDITIONAL INSURED. SEVERABILITY OF INTEREST: THE TERMS "PARTICIPATING NAMED INSURED" AND "INSURED" ARE USED SEVERALLY AND NOT COLLECCTIVELY, BUT THE INCLUSION HEREIN OF MORE THAN ONE "PARTICIPATING NAMED INSURED" OR "INSURED" SHALL NOT OPERATE TO INCREASE THE LIMITS OF THE "COMPANY'S" LIABILITY.

The Company may cancel the coverage by mailing to the first Participating Named Insured at the address shown in the participation endorsement written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. Provided that the Participating Named Insured fails to discharge, when due, any of its obligations in connection with the payment of premium for the policy or any installment thereof, the coverage may be canceled by the Company by mailing to the Participating Named Insured at the address shown in the participation endorsement, written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

SPECIAL LIABILITY POLICY FOR PUBLIC ENTITIES AND NON-PROFIT CORPORATIONS

Name of Person or Organization:
Any person or entity that the "Named Insured" has entered into a written agreement, prior to a loss, to provide defense, indemnity or additional insured protection.

The following is added to Section **V. PERSONS OR ENTITIES INSURED:**

Any person(s) or organization(s) listed in the Schedule above is an Additional Insured, but only as respects "Personal Injury" (including "Bodily Injury") and "Property Damage" arising, in whole or in part, out of the operations of the Named Insured. The inclusion of such Additional Insured shall not serve to increase the "Company's" Limit of Liability as specified in the Declaration Page of this Policy:

However, additional insured coverage provided by this insurance will not be broader than coverage required in the written agreement.

GL 33 00 52 09 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

SPECIAL LIABILITY POLICY FOR PUBLIC ENTITIES AND NON-PROFIT CORPORATIONS

The following is added to Section **VIII. COMMON POLICY CONDITIONS**:

If insurance similar to this insurance is held by a person or organization that is an additional insured on this policy, this insurance is primary to that other insurance. The "Company" shall not seek contribution from that other insurance for amounts payable under this insurance for liability arising out of the "Participating Named Insured's" ongoing operations performed for that person or organization under a written agreement.

However, the provisions of this endorsement do not apply to a person or organization unless the "Participating Named Insured" had a written agreement with that person or organization requiring:

- a.** This insurance be primary insurance;
- b.** They be an additional insured on this Policy; and
- c.** The written agreement was entered into prior to the date the "Participating Named Insured's" operations for that person or organization commenced.