

**BOARD OF PORT COMMISSIONERS  
CITY OF OAKLAND**

12/18/25  
Item No.: 2.3  
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**RESOLUTION APPROVING AND AUTHORIZING THE PORT OF OAKLAND'S RISK MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS, SUBJECT TO APPROVAL OF THE PORT ATTORNEY AS TO FORM AND LEGALITY, AND APPROVING REASONABLE SUBSTITUTIONS OF INSURERS, TO RENEW THE OWNER CONTROLLED INSURANCE PROGRAM ARRANGED AND PAID THROUGH A PRIME INSURANCE BROKER FOR A THREE-YEAR TERM COMMENCING ON FEBRUARY 1, 2026, IN AN AMOUNT NOT TO EXCEED \$7,300,000 PLUS POSTING OF AN ADDITIONAL \$464,743 IN COLLATERAL (SUBJECT TO AUDIT ADJUSTMENT) AND RELATED ACTIONS AND FINDING THAT THE PROPOSED ACTION IS EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.**

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**WHEREAS**, the Board of Port Commissioners ("Board") has reviewed and evaluated Agenda Report Item No. 2.3, dated December 18, 2025, (the "Agenda Report") and related agenda materials, has received the expert testimony of Port of Oakland ("Port") staff, and has provided opportunities for and taken public comment; now, therefore, be it,

**RESOLVED**, that the Board finds that the proposed action is not subject to the California Environmental Quality Act ("CEQA") under the general rule of exclusion under Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that the proposed action will not have a significant effect on the environment and therefore the action is not subject to CEQA; and be it

**FURTHER RESOLVED**, that in acting upon this matter, the Board has exercised its independent judgment based on substantial evidence in the record and adopts and relies upon the facts, data, analysis, and findings set forth in the Agenda Report and in related agenda materials and in testimony received; and be it

**FURTHER RESOLVED**, that based upon the information contained in the Agenda Report the Board hereby approves and authorizes the renewal of the Port's Owner Controlled Insurance Program ("OCIP") for a three-year term commencing on February 1, 2026, with primary insurance carrier Astrus Insurance Solutions, LLC, the managing general underwriter, issuing policies on behalf of Federal Insurance Company and Executive Risk Indemnity Incorporated (collectively referred to as "Chubb"), arranged and paid through prime broker Alliant Insurance Services ("Alliant") at an amount not to exceed \$7,300,000 and that may include one or more of the following excess insurance carriers: Admiral Insurance Company, Lexington Insurance Company (AIG), Allianz Underwriters Insurance Company, Allied World Assurance

Company, Ambridge Partners LLC/Lloyd's of London Brit Syndicate, AmTrust International Insurance Ltd., Arch Insurance Company, Ascot Specialty Insurance Company, Aspen Specialty Insurance Company, AXA XL Insurance America, Inc., Axis Insurance Co./Axis Surplus Lines Insurance Company, Berkley Insurance Company, Berkshire Hathaway Group/National Fire and Marine Insurance Company/Berkshire Specialty Insurance Company/Cap Specialty (Berkshire), Bowhead Specialty Underwriters/Homesite Insurance Company, Chubb Indemnity Insurance Company/Ace Property and Casualty Insurance Company/Executive Risk Indemnity Incorporated/Federal Insurance Company (Chubb), Colony Insurance Company/Colony Specialty Insurance Company (Colony), Columbia Casualty/CNA, Crum and Forster Indemnity Company/Crum and Forster Specialty Insurance Company (Crum and Forster), Emerald Insurance, Fair American Select Insurance Company, First Mercury Insurance Company, First Specialty XS/MS Transverse Specialty, Fortegra Specialty Insurance Company, Gotham Insurance Company, Gray Surplus Lines Insurance Company, Great American Casualty Insurance Company, Hartford Fire and Casualty Group/Navigators Insurance Company/Navigators Specialty Insurance Company (Hartford), HDI Global Insurance Company, Homesite Insurance Company, Hudson Excess Insurance Company, Liberty Insurance Group/Liberty Mutual Insurance Company/American Fire and Casualty Company/Ironshore Specialty Insurance Company/Liberty Insurance Underwriters, Inc. (Liberty), Markel Insurance Company/Evanston Insurance Company/SPEAR Specialty (MGA), Mercer Insurance Company, Mt. Hawley Insurance Company, Nationwide Insurance Company of America, Palomar Specialty Insurance Company, QBE Insurance Corporation, RSUI Indemnity Company, SCOR Reinsurance Company, Scottsdale Insurance Company, Sierra Specialty Insurance Company, SiriusPoint America Insurance Company, Sompo America Insurance Company/Endurance American Specialty Insurance Company, Starr Surplus Lines Insurance Company/Starr Indemnity and Liability Company (Starr), Starstone Specialty Insurance Company via Shepherd Specialty Insurance Services, Inc., Swiss Re International SE, Texas Insurance Co., Tokio Marine/Houston Casualty Company/HCC International Insurance Company, Travelers Casualty Company, Underwriters at Lloyd's of London, United Specialty Insurance Company, Upland Specialty Insurance Company, Vantage Group Holdings, Ltd./Vantage Risk Specialty Insurance Company, Westchester Surplus Lines Insurance Company, Westfield Specialty Insurance Company, and any other insurers placed by Alliant; provided however, that said insurances shall be subject to the Port Attorney's review as to form and legality, and as further described in the Agenda Report; and be it

**FURTHER RESOLVED**, that the Board hereby finds and determines that the OCIP described in the Agenda Report is in such amounts and against such risks as are, in the judgment of the Board, prudent and reasonable taking into account, but not being controlled by, the amounts and types of insurance or self-insured programs provided by similar ports; and be it

**FURTHER RESOLVED**, that the Board further authorizes and approves expenditure in an amount not to exceed \$7,300,000 to pay for insurance premiums, administrative services, claims, claims handling fees, safety/loss control services, and any audit adjustments; and be it

**FURTHER RESOLVED**, that the Executive Director or her designee is authorized to deposit additional collateral in the amount of \$464,743 with Astrus/Chubb to satisfy the OCIP collateral requirements; and be it

**FURTHER RESOLVED**, that the Risk Manager of the Port ("Port Risk Manager") is hereby authorized to execute all documents necessary to

implement the OCIP renewal and related insurance policies, and take related actions, including, but not limited to, approving reasonable substitutions of insurers, and making any necessary Port payments to the applicable insurance carrier associated with audits for the Port's current OCIP, subject to approval by the Port Attorney as to form and legality; and be it

**FURTHER RESOLVED**, this resolution is not evidence of and does not create or constitute: (a) a contract, or the grant of any right, entitlement, or property interest; or (b) any obligation or liability on the part of the Board or any officer or employee of the Port. This resolution approves and authorizes the execution of one or more agreements in accordance with the terms of this resolution. Unless and until such separate written agreement(s) is/are duly executed on behalf of the Board as authorized by this resolution, is/are signed as approved as to form and legality by the Port Attorney, and is/are delivered to the other contracting party, there shall be no valid or effective agreement; and be it

**FURTHER RESOLVED**, this resolution shall be effective immediately upon adoption by the Board.

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