



**CONFIRMATION OF INSURANCE
COMPREHENSIVE PACKAGE POLICY**

This is to certify that we have the following insurance for the account of:

NAMED ASSURED: Bay Cities JPIA et al
1750 Creekside Oaks Drive Ste 200
Sacramento, CA 95833

FOR PERIOD: July 1, 2017, 12:01AM, Pacific Standard Time to
July 1, 2018, 12:01AM, Pacific Standard Time

LOCATIONS: City of Berkley dba City of Berkley Marina, 201 University Avenue, Berkeley, CA 94707
City of Brisbane dba City of Brisbane Marina, 400 Sierra Point Parkway, Brisbane, CA 94005
Doctown Marina, 1548 Maple Street, Redwood City, CA 94603
City of Redwood, 1548 Maple Street, Redwood City, CA 94603

LIMITS OR AMOUNT:

\$ 1,441,487	Total Hull & Machinery Insured Values per Attached Schedule of Vessels
\$ 1,000,000	Marina Operators Legal Liability
\$ 2,000,000	Marine General Liability – Aggregate
\$ 1,000,000	Marine General Liability - Prod/Comp Ops Aggregate
\$ 1,000,000	Marine General Liability – Personal & Advertising Injury
\$ 1,000,000	Marine General Liability – Each Occurrence Limit
\$ 100,000	Marine General Liability – Fire Damage Limit
\$ 5,000	Marine General Liability – Medical Expense Limit

DEDUCTIBLE:

\$ 5,000	Marine General Liability
\$ 2,500	Marina Operators Legal Liability Any One Vessel
\$ 5,000	Marina Operators Legal Liability Any One Accident or Occurrence

PREMIUM:

\$ 13,871.00	Hull & Machinery
\$ 14,100.00	Protection & Indemnity
\$ 29,633.00	Marina Operators Legal Liability
\$ 57,604.00	Total Annual Premium

VESSEL SCHEDULE:

City of BERKELY MARINA VESSES:	Hull Value	Deductible	P & I Limit	Deductible
1995 18' Boston Whaler	\$40,000	\$1,000	\$1,000,000	\$1,000
1998 24' Almar Rib	\$85,000	\$1,000	\$1,000,000	\$1,000
1975 15' Work Skiff	\$10,000	\$500	\$1,000,000	\$1,000
10' Workfloat	\$1,000	\$250	\$1,000,000	\$1,000
City of BRISBANE MARINA				
2015 25' Metal Shark Courageous	\$135,000	\$1,500	\$1,000,000	\$1,000
City of Redwood MARINA VESSELS:				
1998 16' Almar Patrol Boat	\$55,000	\$1,000	\$1,000,000	\$1,000
2001 50' Zodiac	\$57,000	\$1,000	\$1,000,000	\$1,000
Doctown MARINA VESSELS				
Pump Float	\$25,000	\$1,000	\$1,000,000	\$1,000
2016 39.2' Alum Fireboat	\$1,033,487	\$10,000	\$1,000,000	\$1,000

INSURED WITH: 100.0% Atlantic Specialty Insurance Company through International Marine Underwriters #B5JH84750

TERMS, FORMS, AND CONDITIONS INCLUDE BUT NOT LIMITED TO:	
IMU Manuscript Policy form (Ed. 7/12)	Crew P&I Endt.
Commercial General Liability CG00 01 1207	Excess Collision and Towers Liability Endt.
Lead Paint Exclusion	Institute Cyber Attack Exclusion Clause
Fungi Exclusion	Exclusion of Terrorism

DATE: June 23, 2017 **BY:** 

NORTH STAR INSURANCE SERVICES, LLC

This coverage summary is a simplified overview of the insurance coverage and does not interpret or supercede the policy conditions. Existing coverage is provided solely by the carrier per the terms, conditions and warranties of the policy. Please immediately advise any discrepancy, inaccuracy or necessary change. Please note that the above warranties must be met or coverage is void. Please read them carefully. If you do not understand any of the above, please contact North Star Insurance Services, LLC at 206.285.4655 immediately.

NORTH STAR INSURANCE SERVICES, LLC

1801 FAIRVIEW AVENUE EAST, SUITE 200 • SEATTLE, WASHINGTON 98102

PHONE (206) 285-4655 • TOLL FREE (800) 605-4655 • FAX (206) 285-5022

WA Lic: #NORTHSI9910P • AK Lic: #25752 • CA Lic: #0D51770 • OR Lic: #813424 • HI Lic: #327815

FL Lic: #L000312 • ME Lic: #AGN113500 • MA Lic: #1809522 • NH Lic: #2005499 • NJ Lic: #1038001 • RI Lic: #2015258



433 California Street
Suite 300
San Francisco, CA 94104
www.navg.com

June 20, 2017

Via Email: aferry@alliant.com

MARINE POLICY OF INSURANCE
Renewal Binder

Navigators Reference: SF17LIA00290401

BROKER/AGENT: Andrea Ferry
Alliant Insurance Services, Inc.
100 Pine St Fl 11
San Francisco, CA 94111-5113

NAMED INSURED: Bay Cities Joint Powers Insurance Authority

ADDRESS: 1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833

INTEREST: **Excess Marine Liabilities including Marina Operator's Legal Liability and Protection & Indemnity**

ADDITIONAL INSURED: Westport Harbor

POLICY PERIOD: July 1, 2017 00:00 Local Time To
July 1, 2018 00:00 Local Time

LIMIT OF LIABILITY:

USD 5,000,000.00 Any One Accident or Occurrence Combined Single Limit
All limits inclusive of defense costs and legal fees
Excess of the Schedule of Underlying Insurance

UNDERLYING INSURANCE:

As declared on Schedule of Underlying Insurances

CONDITIONS:

Health Hazard (Specific) Endorsement
Economic Sanctions Limitation and Exclusion Clause
Employment Practices Liability Exclusion
Institute Chem BioChem Electromag Exclusion (10 11 03)
AIMU Chemical, Biological, Bio-chemical and Electromagnetic Exclusion Clause
AIMU Extended Radioactive Exclusion with U.S.A Endorsement
Institute Radioactive Contamination Exclusion (1 10 90)

CONDITIONS: (continued)

Absolute Terrorism Exclusion
Pollution Buyback Endorsement
Punitive Damages Exclusion
Asbestos Exclusion Endorsement
Institute Cyber Attack Exclusion (10 11 03)
Professional and Errors & Omissions Liability Exclusion (Absolute)
Nuclear Energy Liability Exclusion (Broad Form)

PARTICIPATION:

Navigators Insurance Company 100%

PREMIUM:

USD 10,145.00 Annual Flat


TRIA/TRIPRA Coverage Declined

COMMISSION:

Excess Marine Liabilities 10.00%

INFORMATION:

Excess of \$1,000,000 primary



Joseph Mac Bride

Date of Issue: June 20, 2017

Attaching to and forming part of POLICY NUMBER SF17LIA00290401**ABSOLUTE TERRORISM EXCLUSION CLAUSE**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Policy excludes any loss, damage, liability or expense arising from:

- A. Terrorism; and or
- B. Steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purpose of this clause, "terrorism" means any act(s) of any person(s) or organization(s) involving:

- 1. The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- 2. Putting the public or any section of the public in fear,

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organization(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

All other terms and conditions remain unchanged.



Joseph Mac Bride

Date of Issue: June 20, 2017

Attaching to and forming part of POLICY NUMBER SF17LIA00290401**AIMU****EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE
WITH U.S.A. ENDORSEMENT
(March 1, 2003)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE
(U.S.A. ENDORSEMENT)**

This insurance is subject to the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) provided that if fire is an insured peril

and

where the subject matter insured or, in the case of a reinsurance, the subject matter insured by the original insurance, is within the U.S.A., its islands, onshore territories or possessions

and

a fire arises directly or indirectly from one or more of the causes detailed in Sub-Clauses 1.1, 1.2, and 1.4 of the Extended Radioactive Contamination Exclusion Clause March 1, 2003 any loss or damage arising directly from that fire shall, subject to the provisions of this insurance, be covered, EXCLUDING however any loss damage liability or expense caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

All other terms and conditions remain unchanged.



Joseph Mac Bride

Date of Issue: June 20, 2017

NAVIGATORS

Attaching to and forming part of POLICY NUMBER SF17LIA00290401

AIMU Chemical, Biological, Bio-Chemical & Electromagnetic Exclusion Clause

AIMU

**CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, AND ELECTROMAGNETIC EXCLUSION
CLAUSE
(March 1, 2003)**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from an actual or threatened act involving a chemical, biological, biochemical or electromagnetic weapon, device, agent or material when used in an intentionally hostile manner.

All other terms and conditions remain unchanged.



Joseph Mac Bride

Date of Issue: June 20, 2017

Attaching to and forming part of POLICY NUMBER SF17LIA00290401

ASBESTOS EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the premium charged and notwithstanding anything to the contrary contained in this policy, it is hereby agreed that the coverage afforded by this policy does not apply to "bodily injury", "personal injury" or "property damage" arising out of:

1. inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
2. the use of asbestos in constructing or manufacturing any good, product or structure; or
3. the removal of asbestos from any good, product or structure; or
4. the manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos.

The coverage afforded by this policy does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or suit related to any of the above.

All other terms and conditions remain unchanged.



Joseph Mac Bride

Date of Issue: June 20, 2017

Attaching to and forming part of POLICY NUMBER SF17LIA00290401

ECONOMIC SANCTIONS LIMITATION AND EXCLUSION CLAUSE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The United States of America trade or economic sanctions, laws or regulations shall include, but not be limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) and sanctions that may be imposed by the U.S. Department of State under the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010 (CISADA).

All other terms and conditions remain unchanged.



Joseph Mac Bride

Date of Issue: June 20, 2017

Attaching to and forming part of POLICY NUMBER SF17LIA00290401

EMPLOYMENT-RELATED PRACTICES EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is understood and agreed that this insurance shall not cover:

“Bodily Injury” arising out of any refusal to employ, termination of employment, coercion, demotion, evaluation, re-assignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions or Consequential **“bodily injury”** as a result of the above.

“Personal Injury” arising out of any refusal to employ, termination of employment, coercion, demotion, evaluation, re-assignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions or Consequential **“personal injury”** as a result of the above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of injury.

All other terms and conditions remain unchanged.



Joseph Mac Bride

Date of Issue: June 20, 2017

Attaching to and forming part of POLICY NUMBER SF17LIA00290401**HEALTH HAZARD (SPECIFIC) EXCLUSION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to any liability for, or any loss, damage, injury or expense directly or indirectly caused by or arising out of: asbestos; tobacco; coal dust; polychlorinated biphenyls; silica; silicosis; benzene; lead; talc; dioxin; mold; pesticides or herbicides; electromagnetic fields; pharmaceutical or medical drugs/products/substances/devices; or any substance containing such material or any derivative thereof.

This insurance does not apply to any liability for, or any loss, damage, injury or expense due to hearing loss or damage; human immune virus or acquired immune deficiency syndrome; cumulative trauma disorder, repetitive motion or strain injury, or carpal tunnel syndrome.

It is further agreed that this policy shall not apply to any liability for Bodily Injury or Personal Injury and/or Property Damage made by or on behalf of any person or persons directly or indirectly on account of continuous, intermittent or repeated exposures to, ingestion, inhalation, or absorption of, any substances, materials, products, wastes or emissions, noise or environmental disturbance where the Assured is or may be liable for any reason including, but not limited to, as a result of the manufacture, production, extraction, sale, handling, utilization, distribution, disposal or creation by or on behalf of the Assured of such substances, materials, products, wastes or emissions, noise or environmental disturbance.

For the purpose of this clause, the term "Personal Injury" shall mean bodily injury or insult (including death at any time resulting there from), mental injury, mental anguish, shock, sickness, disease, disability, detention, humiliation or wrongful eviction.

All other terms and conditions remain unchanged.



Joseph Mac Bride

Date of Issue: June 20, 2017

Attaching to and forming part of POLICY NUMBER SF17LIA00290401

**INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL,
BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS
EXCLUSION CLAUSE**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

10/11/03
CL370

All other terms and conditions remaining unchanged.



Joseph Mac Bride

Date of Issue: June 20, 2017

Attaching to and forming part of POLICY NUMBER SF17LIA00290401

INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

1.2 Where this clause is endorsed on policies covering risks of war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

10/11/03
CL380

All other terms and conditions remain unchanged.



Joseph Mac Bride

Date of Issue: June 20, 2017

Attaching to and forming part of POLICY NUMBER SF17LIA00290401**NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that:

- I. This policy does not apply:
 - A. Under any Liability Coverage, to bodily injury or property damage
 1. With respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Associations of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 2. Resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
 - C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 1. The nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of an insured or (b) has been discharged or dispersed therefrom;
 2. The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 3. The bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion applies only to property damage to such nuclear facility and any property thereat

II. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means source material, special nuclear material or by-product material;

"Source material", "Special nuclear material" and "Byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"Waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"Nuclear facility" means

- (a) Any nuclear reactor,
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

All other terms and conditions remain unchanged.



Joseph Mac Bride

Date of Issue: June 20, 2017

Attaching to and forming part of POLICY NUMBER SF17LIA00290401**POLLUTION BUYBACK ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of Premium charged, it is hereby understood and agreed that Clauses 1 and 2 of the Pollution Exclusion contained in this policy are hereby amended to **include coverage for** loss, damage or expense caused by:

- (1) Actual **pollution**, spillage, leakage, discharge, or emission resulting in contamination of the, land, atmosphere, environment or any watercourse or body of water
- (2) The cost of evaluating, **clean-up**, monitoring, controlling, removing, nullifying, or mitigating any such substances listed in paragraph (1) above.

PROVIDED THE INSURED MEETS ALL OF THE FOLLOWING CONDITIONS:

1. Such pollution, spillage, leakage, discharge, or emission was **sudden and accidental** and was neither expected nor intended by the Insured (as defined in this policy), AND
2. Such pollution, spillage, leakage, discharge, or emission can be identified as commencing at a specific and instantaneous moment in time and date during the term of this policy, AND
3. Such pollution, spillage, leakage, discharge, or emission became known to the Insured **within 72 hours** of its commencement and is reported to this Company in writing within 30 days thereof, AND
4. Such pollution, spillage, leakage, discharge, or emission is caused or alleged to have been caused by fault or negligence on the part of the Named Insured, and did not result from intentional and/or willful violation of any government statute, rule or regulation.

NOTHING contained in this Endorsement shall operate to provide any coverage with respect to:

1. Pollution, spillage, leakage, discharge, or emission of smoke, vapors, soot, spoils, fumes, acids alkalis, refuse, waste material or substances, sewerage, dredging spoils, asbestos or other toxic chemicals, irritants or contaminants or similar noxious pollutants--except to the extent specifically described above.
2. Fines, penalties, punitive damages, exemplary damages, treble damages and/or any damages resulting from the multiplication of compensatory damages.

This insurance does not constitute evidence of financial responsibility under the Oil Pollution Act of 1990 or any similar Federal or State law and it is a condition of this insurance that this policy shall **not** be submitted to the United States Coast Guard or any other Federal or State agency as "evidence of financial responsibility". **This Company does not consent to be financial guarantors.**

The Insurance afforded by this endorsement shall not increase the Limit of Liability of this policy.

All other terms and conditions remain unchanged.



Joseph Mac Bride

Date of Issue: June 20, 2017

Attaching to and forming part of POLICY NUMBER SF17LIA00290401

**PROFESSIONAL AND ERRORS & OMISSIONS
LIABILITY EXCLUSION (ABSOLUTE)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Premium	\$ Included

In consideration of the additional premium shown in the schedule to this endorsement and subject to the terms and conditions of the policy, it is agreed:

This insurance does not apply to “bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of:

1. An error, omission, defect or deficiency in:
 - a. Any test performed; or
 - b. An evaluation, a consultation or advice given, by or on behalf of any Insured;
2. The reporting of or reliance upon any such test, evaluation, consultation or advice; or
3. An error, omission, defect or deficiency in experimental data or the Insured's interpretation of that data.

This insurance does not apply to “bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf on such capacity.

Professional services include:

1. The preparing, approving, or failing to approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

It is expressly noted and accepted that no coverage is provided under this policy as respects to any indemnity and/or defense for any incident arising out of Professional and/or Errors & Omissions Liabilities.

All other terms and conditions remain unchanged.



Joseph Mac Bride

Date of Issue: June 20, 2017

Attaching to and forming part of POLICY NUMBER SF17LIA00290401

PUNITIVE DAMAGES EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that effective from inception, the following exclusion shall apply to all sections under this Policy of insurance.

Fines, penalties, assessments, or any type of punitive, exemplary or treble damages and/or or any damages resulting from the multiplication of compensatory damages.

All other terms and conditions remain unchanged.



Joseph Mac Bride

Date of Issue: June 20, 2017



433 California Street
Suite 300
San Francisco, CA 94104
www.navg.com

June 20, 2017

Via Email: aferry@alliant.com

MARINE POLICY OF INSURANCE
Renewal Binder

Navigators Reference: SF17LIA00290402

BROKER/AGENT: Andrea Ferry
Alliant Insurance Services, Inc.
100 Pine St Fl 11
San Francisco, CA 94111-5113

NAMED INSURED: Bay Cities Joint Powers Insurance Authority

ADDRESS: 1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833

INTEREST: **Excess Marine Liabilities including Marina Operator's Legal Liability
and Protection & Indemnity**

**ADDITIONAL
INSURED:** Westport Harbor

POLICY PERIOD: July 1, 2017 Noon Local Time To
July 1, 2018 Noon Local Time

LIMIT OF LIABILITY:

USD 14,000,000 Any One Accident or Occurrence Combined Single Limit
All limits inclusive of defense costs and legal fees
Excess of the Schedule of Underlying Insurance

UNDERLYING INSURANCE:

As declared on Schedule of Underlying Insurances

CONDITIONS:

Health Hazard (Specific) Endorsement
Economic Sanctions Limitation and Exclusion Clause
Employment Practices Liability Exclusion
AIMU Chemical, Biological, Bio-chemical and Electromagnetic Exclusion Clause
AIMU Extended Radioactive Exclusion with U.S.A Endorsement
Absolute Terrorism Exclusion
Pollution Buyback Endorsement

CONDITIONS: (continued)

Punitive Damages Exclusion
Asbestos Exclusion Endorsement
Institute Cyber Attack Exclusion (10 11 03)
Professional and Errors & Omissions Liability Exclusion (Absolute)
Nuclear Energy Liability Exclusion (Broad Form)

PARTICIPATION:

Navigators Insurance Company 100%

PREMIUM:

USD 10,404.00 Annual Flat

TRIA/TRIPRA Coverage Declined

COMMISSION:

Excess Marine Liabilities 10.00%

INFORMATION:

Limit is \$14,000,000 Excess of \$6,000,000



Joseph Mac Bride

Date of Issue: June 20, 2017

Attaching to and forming part of POLICY NUMBER SF17LIA00290402

EMPLOYMENT-RELATED PRACTICES EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is understood and agreed that this insurance shall not cover:

“Bodily Injury” arising out of any refusal to employ, termination of employment, coercion, demotion, evaluation, re-assignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions or Consequential **“bodily injury”** as a result of the above.

“Personal Injury” arising out of any refusal to employ, termination of employment, coercion, demotion, evaluation, re-assignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions or Consequential **“personal injury”** as a result of the above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of injury.

All other terms and conditions remain unchanged.



Joseph Mac Bride

Date of Issue: June 20, 2017

Attaching to and forming part of POLICY NUMBER SF17LIA00290402**HEALTH HAZARD (SPECIFIC) EXCLUSION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to any liability for, or any loss, damage, injury or expense directly or indirectly caused by or arising out of: asbestos; tobacco; coal dust; polychlorinated biphenyls; silica; silicosis; benzene; lead; talc; dioxin; mold; pesticides or herbicides; electromagnetic fields; pharmaceutical or medical drugs/products/substances/devices; or any substance containing such material or any derivative thereof.

This insurance does not apply to any liability for, or any loss, damage, injury or expense due to hearing loss or damage; human immune virus or acquired immune deficiency syndrome; cumulative trauma disorder, repetitive motion or strain injury, or carpal tunnel syndrome.

It is further agreed that this policy shall not apply to any liability for Bodily Injury or Personal Injury and/or Property Damage made by or on behalf of any person or persons directly or indirectly on account of continuous, intermittent or repeated exposures to, ingestion, inhalation, or absorption of, any substances, materials, products, wastes or emissions, noise or environmental disturbance where the Assured is or may be liable for any reason including, but not limited to, as a result of the manufacture, production, extraction, sale, handling, utilization, distribution, disposal or creation by or on behalf of the Assured of such substances, materials, products, wastes or emissions, noise or environmental disturbance.

For the purpose of this clause, the term "Personal Injury" shall mean bodily injury or insult (including death at any time resulting there from), mental injury, mental anguish, shock, sickness, disease, disability, detention, humiliation or wrongful eviction.

All other terms and conditions remain unchanged.



Joseph Mac Bride

Date of Issue: June 20, 2017

Attaching to and forming part of POLICY NUMBER SF17LIA00290402

INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 1.2 Where this clause is endorsed on policies covering risks of war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

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All other terms and conditions remain unchanged.



Joseph Mac Bride

Date of Issue: June 20, 2017

Attaching to and forming part of POLICY NUMBER SF17LIA00290402**NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that:

- I. This policy does not apply:
 - A. Under any Liability Coverage, to bodily injury or property damage
 1. With respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Associations of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 2. Resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
 - C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 1. The nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of an insured or (b) has been discharged or dispersed therefrom;
 2. The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 3. The bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion applies only to property damage to such nuclear facility and any property thereat

II. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means source material, special nuclear material or by-product material;

"Source material", "Special nuclear material" and "Byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"Waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"Nuclear facility" means

- (a) Any nuclear reactor,
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

All other terms and conditions remain unchanged.



Joseph Mac Bride

Date of Issue: June 20, 2017

Attaching to and forming part of POLICY NUMBER SF17LIA00290402**POLLUTION BUYBACK ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of Premium charged, it is hereby understood and agreed that Clauses 1 and 2 of the Pollution Exclusion contained in this policy are hereby amended to **include coverage for** loss, damage or expense caused by:

- (1) Actual **pollution**, spillage, leakage, discharge, or emission resulting in contamination of the, land, atmosphere, environment or any watercourse or body of water
- (2) The cost of evaluating, **clean-up**, monitoring, controlling, removing, nullifying, or mitigating any such substances listed in paragraph (1) above.

PROVIDED THE INSURED MEETS ALL OF THE FOLLOWING CONDITIONS:

1. Such pollution, spillage, leakage, discharge, or emission was **sudden and accidental** and was neither expected nor intended by the Insured (as defined in this policy), AND
2. Such pollution, spillage, leakage, discharge, or emission can be identified as commencing at a specific and instantaneous moment in time and date during the term of this policy, AND
3. Such pollution, spillage, leakage, discharge, or emission became known to the Insured **within 72 hours** of its commencement and is reported to this Company in writing within 30 days thereof, AND
4. Such pollution, spillage, leakage, discharge, or emission is caused or alleged to have been caused by fault or negligence on the part of the Named Insured, and did not result from intentional and/or willful violation of any government statute, rule or regulation.

NOTHING contained in this Endorsement shall operate to provide any coverage with respect to:

1. Pollution, spillage, leakage, discharge, or emission of smoke, vapors, soot, spoils, fumes, acids alkalis, refuse, waste material or substances, sewerage, dredging spoils, asbestos or other toxic chemicals, irritants or contaminants or similar noxious pollutants--except to the extent specifically described above.
2. Fines, penalties, punitive damages, exemplary damages, treble damages and/or any damages resulting from the multiplication of compensatory damages.

This insurance does not constitute evidence of financial responsibility under the Oil Pollution Act of 1990 or any similar Federal or State law and it is a condition of this insurance that this policy shall **not** be submitted to the United States Coast Guard or any other Federal or State agency as "evidence of financial responsibility". **This Company does not consent to be financial guarantors.**

The Insurance afforded by this endorsement shall not increase the Limit of Liability of this policy.

All other terms and conditions remain unchanged.



Joseph Mac Bride

Date of Issue: June 20, 2017

Attaching to and forming part of POLICY NUMBER SF17LIA00290402

**PROFESSIONAL AND ERRORS & OMISSIONS
LIABILITY EXCLUSION (ABSOLUTE)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Premium	\$ Included

In consideration of the additional premium shown in the schedule to this endorsement and subject to the terms and conditions of the policy, it is agreed:

This insurance does not apply to “bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of:

1. An error, omission, defect or deficiency in:
 - a. Any test performed; or
 - b. An evaluation, a consultation or advice given, by or on behalf of any Insured;
2. The reporting of or reliance upon any such test, evaluation, consultation or advice; or
3. An error, omission, defect or deficiency in experimental data or the Insured's interpretation of that data.

This insurance does not apply to “bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf on such capacity.

Professional services include:

1. The preparing, approving, or failing to approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

It is expressly noted and accepted that no coverage is provided under this policy as respects to any indemnity and/or defense for any incident arising out of Professional and/or Errors & Omissions Liabilities.

All other terms and conditions remain unchanged.



Joseph Mac Bride

Date of Issue: June 20, 2017

Attaching to and forming part of POLICY NUMBER SF17LIA00290402

PUNITIVE DAMAGES EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that effective from inception, the following exclusion shall apply to all sections under this Policy of insurance.

Fines, penalties, assessments, or any type of punitive, exemplary or treble damages and/or or any damages resulting from the multiplication of compensatory damages.

All other terms and conditions remain unchanged.

 *Joseph Mac Bride*

Date of Issue: June 20, 2017

Attaching to and forming part of POLICY NUMBER SF17LIA00290402**AIMU****EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE
WITH U.S.A. ENDORSEMENT
(March 1, 2003)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This clause shall be paramount and shall override anything contained in this insurance Inconsistent therewith.

1. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE
(U.S.A. ENDORSEMENT)**

This insurance is subject to the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) provided that if fire is an insured peril

and

where the subject matter insured or, in the case of a reinsurance, the subject matter insured by the original insurance, is within the U.S.A., its islands, onshore territories or possessions

and

a fire arises directly or indirectly from one or more of the causes detailed in Sub-Clauses 1.1, 1.2, and 1.4 of the Extended Radioactive Contamination Exclusion Clause March 1, 2003 any loss or damage arising directly from that fire shall, subject to the provisions of this insurance, be covered, EXCLUDING however any loss damage liability or expense caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

All other terms and conditions remain unchanged.



Joseph Mac Bride

Date of Issue: June 20, 2017

NAVIGATORS

Attaching to and forming part of POLICY NUMBER SF17LIA00290402

AIMU Chemical, Biological, Bio-Chemical & Electromagnetic Exclusion Clause

AIMU

**CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, AND ELECTROMAGNETIC EXCLUSION
CLAUSE
(March 1, 2003)**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from an actual or threatened act involving a chemical, biological, biochemical or electromagnetic weapon, device, agent or material when used in an intentionally hostile manner.

All other terms and conditions remain unchanged.



Joseph Mac Bride

Date of Issue: June 20, 2017

Attaching to and forming part of POLICY NUMBER SF17LIA00290402

ASBESTOS EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the premium charged and notwithstanding anything to the contrary contained in this policy, it is hereby agreed that the coverage afforded by this policy does not apply to "bodily injury", "personal injury" or "property damage" arising out of:

1. inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
2. the use of asbestos in constructing or manufacturing any good, product or structure; or
3. the removal of asbestos from any good, product or structure; or
4. the manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos.

The coverage afforded by this policy does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or suit related to any of the above.

All other terms and conditions remain unchanged.



Joseph Mac Bride

Date of Issue: June 20, 2017

Attaching to and forming part of POLICY NUMBER SF17LIA00290402

ECONOMIC SANCTIONS LIMITATION AND EXCLUSION CLAUSE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The United States of America trade or economic sanctions, laws or regulations shall include, but not be limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) and sanctions that may be imposed by the U.S. Department of State under the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010 (CISADA).

All other terms and conditions remain unchanged.



Joseph Mac Bride

Date of Issue: June 20, 2017