

Property Program Committee Meeting



YOUR BEST PROTECTION

ACWA JPIA
2100 Professional Drive
Roseville, CA 95661

Thursday
March 26, 2026
3:00 PM

Chair: Brent Hastey, Reclamation District 784

Vice Chair: Randall Reed, Cucamonga Valley Water District

Mark Gilkey, Berrenda Mesa Water District

Theresa Lee, Walnut Valley Water District

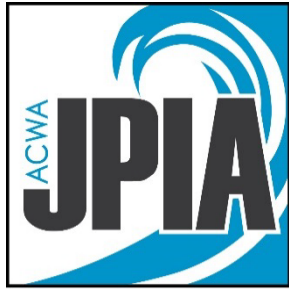
Daniel Lohre, Rancho California Water District

Olivia Mann, Clearlake Oaks County Water District

Dusty Moisiso, Rowland Water District

John Pang, Tahoe City Public Utilities District

Eugene West, Camrosa Water District



PROPERTY PROGRAM COMMITTEE MEETING

AGENDA

ACWA JPIA
Executive Conference Room
2100 Professional Drive
Roseville, CA 95661

Thursday, March 26, 2026 – 3:00 PM

Zoom Link Meeting ID: 230 407 0027; Password: 5742; Telephone No.: 1 (669) 900-6833

This meeting shall consist of a simultaneous Zoom teleconference call at the ACWA JPIA, 2100 Professional Drive, Roseville, CA 95661, and the following remote sites:

- Gilkey – 8501 Brimhall Road, Building 200, Suite 202, Bakersfield
- Lee – 1300 Valley Vista Drive, Suite 100, Diamond Bar
- Lohre – 42135 Winchester Road, Temecula

WELCOME, CALL TO ORDER, ANNOUNCEMENT OF QUORUM, AND INTRODUCTIONS

PLEDGE OF ALLEGIANCE

ANNOUNCE RECORDING OF MEETING This meeting may be recorded to assist in preparation of minutes. Recordings will only be kept 30 days following the meeting, as mandated by the Ralph M. Brown Act.

PUBLIC COMMENT Members of the public will be allowed to address the Property Program Committee on any agenda item prior to the Committee's decision on the item. They will also be allowed to comment on any issues that they wish which may or may not be on the agenda. If anyone present wishes to be heard, please let the Chair know.

HYBRID PARTICIPATION GUIDELINES (See back page of the packet)

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Presenter

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* C. Group Purchase Programs Update

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ADJOURN

*Related items enclosed.

Americans with Disabilities Act – The JPIA conforms to the protections and prohibitions contained in Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. A request for disability-related modification or accommodation, in order to participate in a public meeting of the JPIA, shall be made to: Jillian Sciancalepore, Administrative Assistant III, ACWA JPIA, PO Box 619082, Roseville, CA 95661-9082; telephone (916) 786-JPIA. The JPIA’s normal business hours are Monday – Friday, 7:30 AM to 4:30 PM (Government Code Section 54954.2, subdivision. (a)(1).)

Written materials relating to an item on this Agenda that are distributed to the JPIA’s Property Program Committee within 72 hours before it is to consider the item at its regularly scheduled meeting will be made available for public inspection at ACWA JPIA, 2100 Professional Drive, Roseville, CA 95661-3700; telephone (916) 786-JPIA. The JPIA’s normal business hours are Monday – Friday, 7:30 AM to 4:30 PM.



**PROPERTY PROGRAM COMMITTEE MEETING
(VIRTUAL)**

ACWA JPIA
2100 Professional Drive
Roseville, CA 95661

February 11, 2026

MEMBERS PRESENT

Chair: Brent Hasteley, Reclamation District 784
Vice Chair: Randall Reed, Cucamonga Valley Water District
Theresa Lee, Walnut Valley Water District
Daniel Lohre, Rancho California Water District
Olivia Mann, Clearlake Oaks County Water District
John Pang, Tahoe City Public Utilities District
Eugene F. West, Camrosa Water District

MEMBERS ABSENT

Mark A. Gilkey, Berrenda Mesa Water District
Dusty Moasio, Rowland Water District

STAFF PRESENT

Chief Executive Officer: Adrienne Beatty
Amber Anderson, Member Services Representative II
Kristin Brown, Administrative Assistant II
Chimene Camacho, Senior Executive Assistant to the CEO
Paula Christy, Claims Adjuster III
Andrew Corral, Senior Risk Control Advisor
Sarah Crawford, Member Education Manager
Laura Davis, Communication and Event Specialist
David deBernardi, Director of Finance
Tyler Dietz, Cost Estimator / Evaluation Consultant
Robin Flint, Risk Control Manager
Julia Griffin, Communication Specialist II
Ia Her, Member Services Representative II
Jennifer Jobe, Director of Pooled Programs
Erik Kowalewski, Information Technology Manager
Kenzie Lundy, Administrative Assistant II
Kellie Murphy, Johnson Schachter & Lewis, A Professional Law Corporation, Interim General Counsel
Heidi Sander, Claims Adjuster II
Jillian Sciancalepore, Administrative Assistant III (*Recording Secretary*)
Judy Shiu, Liability and Property Claims Manager
Dan Steele, Finance Manager

Shelley Tippit, Claims Adjuster I
Shelby Toth, Training Coordinator
Kayla Villa, Litigation Manager
Lisa Waltman, Claims Adjuster III
Nidia Watkins, Member Services Representative II

OTHERS IN ATTENDANCE

Carol Lee Gonzales-Brady, Rancho California Water District
Chris Kapheim, Kings River Conservation District
Szu Pei Lu-Yang, Rowland Water District
Melody McDonald, San Bernardino Valley Water Conservation District
Scott Ratterman, Calaveras County Water District
J. Bruce Rupp, Humboldt Bay Municipal Water District
David Wheaton, Citrus Heights Water District
Rossana Ammari, Cucamonga Valley Water District
Dominic Ashley, Aon
Denise Aviles, Vallecitos Water District
Amanda Barragan-Garcia, Palmdale Water District
Stephanie Beck, Georgetown Divide Public Utility District
Robin Bravo, Fresno Metropolitan Flood Control District
Jennifer Bryant, Helix Water District
Adrienne Carr, North Coast County Water District
Elena Chamorro, Crescenta Valley Water District
Teresa Chase, Olivenhain Municipal Water District
Kenny Chau, Water Replenishment District of Southern California
Tom Coleman, Rowland Water District
Stephanie Dalton, North Coast County Water District
Katie Davanaugh, Municipal Water District of Orange County
Alanna Diaz, Walnut Valley Water District
Walter Flores, James Irrigation District
Corin Hammond, Pajaro Valley Water Management Agency
Chris Harris, Humboldt Bay Municipal Water District
Dan Hayes, Sweetwater Authority
Dina Hidalgo, Water Replenishment District of Southern California
Amanda Hudson, Valley of the Moon Water District
Norman Huff, Camrosa Water District
Nina Jazmadarian, Foothill Municipal Water District
Sarah Johnson, Joshua Basin Water District
Jessica Kading, Helix Water District
Peter Lacovara, Aon
Judy Lancaster, Upper San Gabriel Valley Municipal Water District
Marc Limas, Alta Irrigation District
Edward Lyons, Cachuma Operation and Maintenance Board
Patricia Mairena, Westborough Water District
Joe Matthews, La Habra Heights County Water District
Patrick Meagher, Reclamation District 784
Brett Miller, San Benito County Water District

Kevin Miller, Helix Water District
Berta Mims, Fresno Metropolitan Flood Control District
Arturo Montes, Crescenta Valley Water District
Diana Moses, Panoche Water District
Leticia Munguia, Sweetwater Authority
Tiffany Nguyen, Cucamonga Valley Water District
Jacqui Noel, El Dorado Irrigation District
Wilson Orvis, Friant Water Authority
Darcy Quinn, Humboldt Bay Municipal Water District
Rochelle Ravert, Western Canal Water District
Anne Roman, Joshua Basin Water District
Virginia Saavedra, Vallecitos Water District
Jacqueline Segura, Yorba Linda Water District
Jason Slough, Desert Water Agency
Rich Stevenson, Sweetwater Authority
Alex Tokar, Aon
Brandon Tomlinson, Chowchilla Water District
Melinda Vargas, Lakeside Water District
Jennifer Whitby, Wheeler Ridge-Maricopa Water Storage District

WELCOME, CALL TO ORDER, ANNOUNCEMENT OF QUORUM, AND INTRODUCTIONS

Chair Hastey welcomed everyone in attendance and called the meeting to order at 11:00 AM. He announced there was a quorum. He requested the Property Program Committee and staff introduce themselves.

PLEDGE OF ALLEGIANCE

Chair Hastey omitted reciting the Pledge of Allegiance due to logistical considerations of the virtual meeting format.

ANNOUNCEMENT OF RECORDING OF MEETING

Chair Hastey announced that the meeting would be recorded to assist in preparation of minutes. Recordings are kept 30 days following the meeting, as mandated by the Ralph M. Brown Act.

PUBLIC COMMENT

Chair Hastey noted that, as the agenda stated, members of the public would be allowed to address the Property Program Committee on any agenda item prior to the Committee's decision on that item. Comments on any issues on the agenda, or not on the agenda, were also welcome. None were noted.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Hastey asked for any additions to, or deletions from, the agenda. None were noted.

I. CONSENT AGENDA

Chair Hastey called for approval of the Consent Agenda:

M/S/C (Reed/West) (West-Yes; Pang-Yes; Mann-Yes; Lohre-Yes; Lee-Yes; Reed-Yes; Hastey-Yes): That the Property Program Committee approve the minutes of the June 26, 2025, meeting, as presented; and approve an excused absence for any Committee Member.

II. ADMINISTRATION

Report on Meetings Attended on Behalf of the JPIA

None.

III. COVERAGE AND CONTRIBUTIONS

Review and Provide Recommendation Regarding Parametric Earthquake Insurance

Ms. Jobe reported to the Committee and Property Program members in attendance that staff collaborated with Aon and Berkshire Hathaway Specialty Insurance (BHSI), to develop a proposed parametric earthquake coverage designed specifically for the JPIA Property Program's statewide, multi-location exposure. BHSI was chosen for its expertise in parametric risk transfer, strong financial standing, and experience with complex public-sector programs. Together, Aon and BHSI developed the program's structure, including trigger mechanisms, payout modeling, and member cost allocation, while staff ensured the proposal aligned with program objectives and complemented existing coverages.

Peter Lacovara, Managing Director, Aon, provided a detailed overview of parametric earthquake coverage and how it differs from traditional indemnity coverage. He explained that the proposed coverage is designed to provide rapid financial support following a significant earthquake based on the intensity of ground shaking, rather than requiring a detailed assessment of physical damage. This approach allows funds to be made available quickly to help members address a range of financial impacts that may occur following an earthquake.

Mr. Lacovara explained that, unlike traditional property coverage which responds to direct physical damage, parametric coverage is intended to provide broader financial flexibility. Potential uses of funds could include costs associated with inspections, operational disruptions, or impacts to infrastructure such as underground systems that may not otherwise be covered under traditional policies. Because payouts are based on objective seismic data, the coverage eliminates many of the deductibles, sublimits, and exclusions that commonly apply to traditional earthquake insurance.

The Committee also received an overview of the proposed trigger and payout structure. The State would be divided into 932 grid cells, each assigned a value based on the total insured value of member assets located within that cell. Payouts would be triggered based on peak ground acceleration data reported by the United States Geological Survey. When a qualifying event occurs, payouts would be determined based on the

maximum level of shaking experienced within each grid cell. Members with assets in affected cells would receive a payout proportional to their exposure, and members with assets in multiple grid cells could receive cumulative payouts depending on shaking intensity across those locations.

Mr. Lacovara further explained that multiple earthquake events occurring within a 168-hour period would be treated as a single event for payout purposes, while events occurring beyond that timeframe would be considered separate occurrences. Following a qualifying event, ACWA JPIA would notify affected members and request confirmation that financial loss was experienced. Detailed loss adjustment would not be required. ACWA JPIA would then compile member confirmations and submit a single proof of loss to the insurer on behalf of the program.

The Committee engaged in discussion regarding member contribution levels and the relationship between contributions and potential payouts. Some members noted that smaller districts may find it more difficult to justify additional contribution costs if the potential payout appears limited relative to their exposure. Staff clarified that the contribution methodology follows the same allocation principles currently used within the Property Program, maintaining consistency with existing program funding practices. Staff also emphasized that the proposed parametric coverage is intended to supplement, not replace, the program's existing \$2.5 million aggregate earthquake coverage by providing an additional source of liquidity following a significant seismic event.

Committee members acknowledged the complexity of the proposed coverage and discussed the importance of continued member education as the program moves forward. Staff indicated that additional communication and outreach would be provided to members to ensure a clear understanding of how the coverage operates prior to final consideration.

The Committee expressed support for continuing the review process and providing additional information to members in advance of the Property Program Committee and Executive Committee meetings scheduled for the end of March 2026, at which time final consideration of the proposal is anticipated. Committee members also noted that the parametric structure may present opportunities for the future application of similar solutions to other exposures, such as wildfire and drought, as the JPIA continues to explore innovative approaches to managing emerging risks for member agencies.

IV. UPCOMING MEETINGS

The Property Program Committee is scheduled to meet next on Thursday, March 26, 2026, at 3:00 PM.

The Property Program Committee meeting adjourned at 12:44 PM.

ACWA JPIA
Group Purchase Programs Update
March 26, 2026

BACKGROUND

As a complement to ACWA JPIA's pooled Property Program, group purchase coverages are available to the membership.

CURRENT SITUATION

For the 2025-26 Program Year, the JPIA provides the following group purchase programs:

COVERAGE	COVERAGE PERIOD	# OF PARTICIPANTS	ANNUAL COST
Difference in Conditions (Earthquake & Flood)	7/1 – 3/31	9	\$317,773
Excess Flood	7/1 – 3/31	1	\$444,329
Excess Crime	7/1 – 3/31	73	\$62,202
Public Officials Bond	Various	11	\$12,602

Prospective New Members:

Staff regularly assists and provides guidance to members in identifying the need for and obtaining coverages ancillary to the pooled Property Program.

RECOMMENDATION

None, information only.

ACWA JPIA
Centurisk: RiskStar and Member Appraisal Updates
March 26, 2026

BACKGROUND

In response to continued underwriting scrutiny across the public entity property market, ACWA JPIA has remained focused on strengthening the defensibility of scheduled values and improving the overall quality of member asset data. These efforts support consistent valuation, clearer communication of exposure, and long-term program sustainability.

ACWA JPIA partnered with Centurisk to support a structured appraisal program and to implement RiskStar as the property asset management platform. Together, these initiatives support validation of replacement cost values, confirmation of key asset characteristics, and improved member engagement in maintaining current schedules.

CURRENT SITUATION

RiskStar

Since its implementation in October 2025, 230 Property Program members have accessed the RiskStar Member Dashboard.

Member-facing enhancements and support resources include the following:

- Member Dashboard functionality to support member-initiated asset additions and updates
- Two live training sessions with Q&A hosted by RiskStar as an introduction to the platform, with recordings posted to the ACWA JPIA Property webpage
- Tailored reference manual and condensed reference manual developed for member use
- Help hovers embedded to support member dashboard asset additions
- Location field added to support easier identification of like assets

2026–27 Property Renewal Snapshot

Update Type	Total	Buildings	Fixed Equipment	Licensed Vehicles	Mobile Equipment	Personal Property
Asset Adds	372	32	121	168	41	10
Deactivations	16	1	11	3	1	0
Scheduled Value	110	10	20	53	21	6

During the 2026-27 renewal period, the schedule was updated to reflect 372 asset additions, 16 deactivations, and 110 scheduled value adjustments across Buildings, Fixed Equipment, Licensed Vehicles, Mobile Equipment, and Personal Property.

Centurisk Appraisal Program

The Appraisal Program kicked off in May 2025, and field work began in October 2025. The program was sequenced into five county-based phases to support a staged rollout. This approach allows for coordinated member outreach, accommodates scheduling lead times across multiple member agencies, and supports post-visit review and appraisal finalization activities associated with each phase.

Appraisal Program Phases

Phase	Counties Included	Total Properties
1	Riverside, San Diego	757
2	Los Angeles, Orange	919
3	Kern, San Bernardino, Santa Barbara, Ventura	658
4	Alameda, Alpine, Calaveras, Contra Costa, Fresno, Kings, Madera, Marin, Merced, Mono, Monterey, San Benito, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Tulare, Tuolumne	719
5	Amador, Butte, Colusa, El Dorado, Glenn, Humboldt, Lake, Mendocino, Napa, Nevada, Placer, Sacramento, Shasta, Siskiyou, Sonoma, Sutter, Tehama, Trinity, Yolo, Yuba	734

Phase 1 field appraisal visits are complete and represent the initial 2026 fieldwork segment of the program:

- 25 members appraised
- 100% participation from property members identified for Phase 1 asset validation

Phase 2 is being staged with a focus on Los Angeles County and Orange County:

- 36 members

Alternative Appraisal Pathways

For members choosing not to participate in a Centurisk onsite appraisal, ACWA JPIA provides alternative validation pathways to support Statement of Values (SOV) accuracy for Buildings and Fixed Equipment with Replacement Cost at or above \$500,000.

Two options are available.

Option 1: Member-Led Valuation

- Confirm or update the identified SOV values and key asset details using the ACWA JPIA provided format

- Provide a 1-to-2-page methodology summary including effective date, sources used, trending or index approach and timeframe, key assumptions, inclusions and exclusions, and how values are maintained
- Provide a signed attestation and submit a complete package, preferred as a single PDF plus the updated SOV validation table in Excel

Option 2: Third-Party Valuation

- Member engages a qualified third-party firm to validate the SOV items
- Submit a signed report or validation letter documenting the basis of values, effective date, methodology, key assumptions, inclusions and exclusions, and treatment of older costs using trending or index support if applicable

Recurring Data Focus

A continued emphasis remains on validating physical addresses and latitude and longitude coordinates, particularly given the remote nature of many assets and historical gaps in complete addressing.

RECOMMENDATION

None, information only.

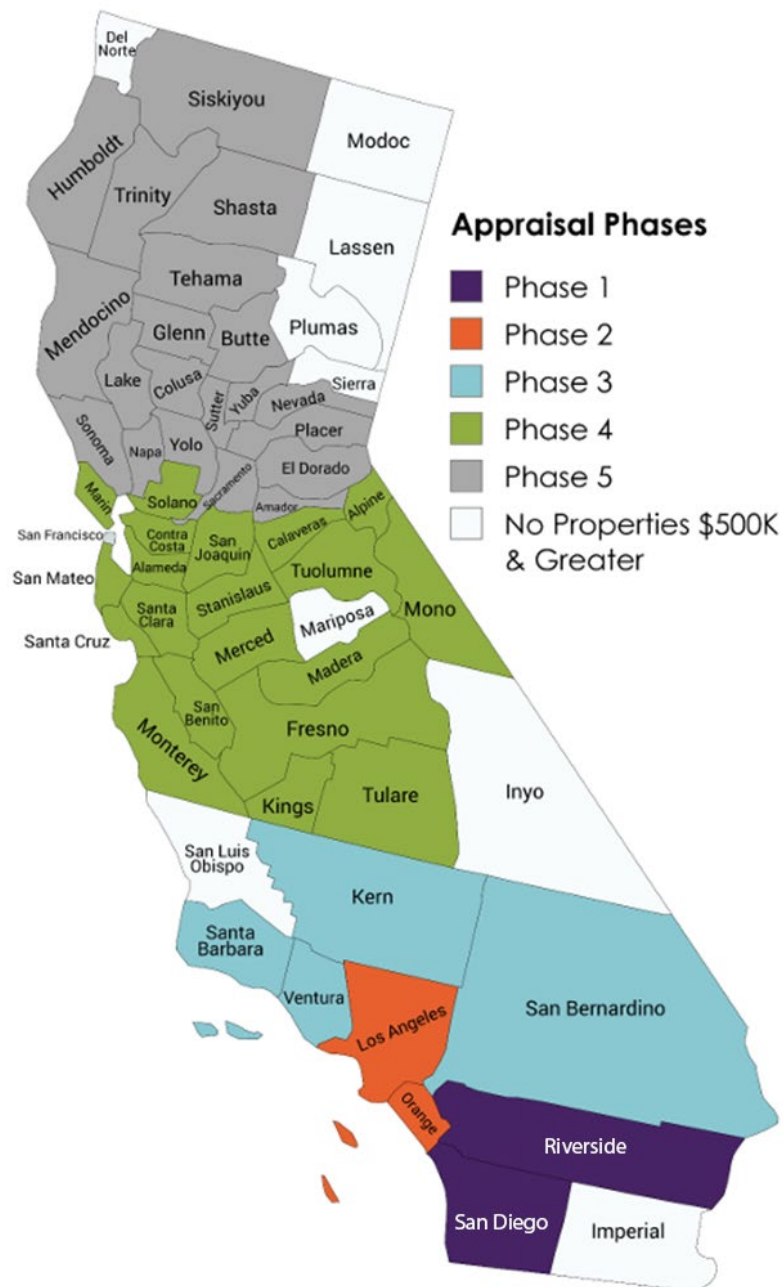
Appraisal Program Phasing

Centurisk: RiskStar and Member Appraisal Updates

County based phasing map for committee review and planning purposes

The appraisal program is proposed to be carried out in five county-based phases. The accompanying map identifies the counties assigned to each phase for planning purposes.

Centurisk has not expressed a preference regarding sequencing. ACWA JPIA will establish the order and timing of implementation annually based on program priorities, member coordination, and available resources.



Note: Phasing is shown for planning purposes only. ACWA JPIA will determine annual sequencing and timing.

ACWA JPIA
Property Claims Trends
March 26, 2026

BACKGROUND

The JPIA continues to review, monitor, and analyze the loss claims trends within the Property Program.

CURRENT SITUATION

Property claim frequency peaked in the 2021-22 program year and has trended downward since, while membership remained stable and total insured values continued to grow. Loss volatility during the review period is driven primarily by severity rather than claim count. Losses in 2021-22 were elevated due to the Caldor Fire, which was an unusual event rather than a broader trend in property claims.

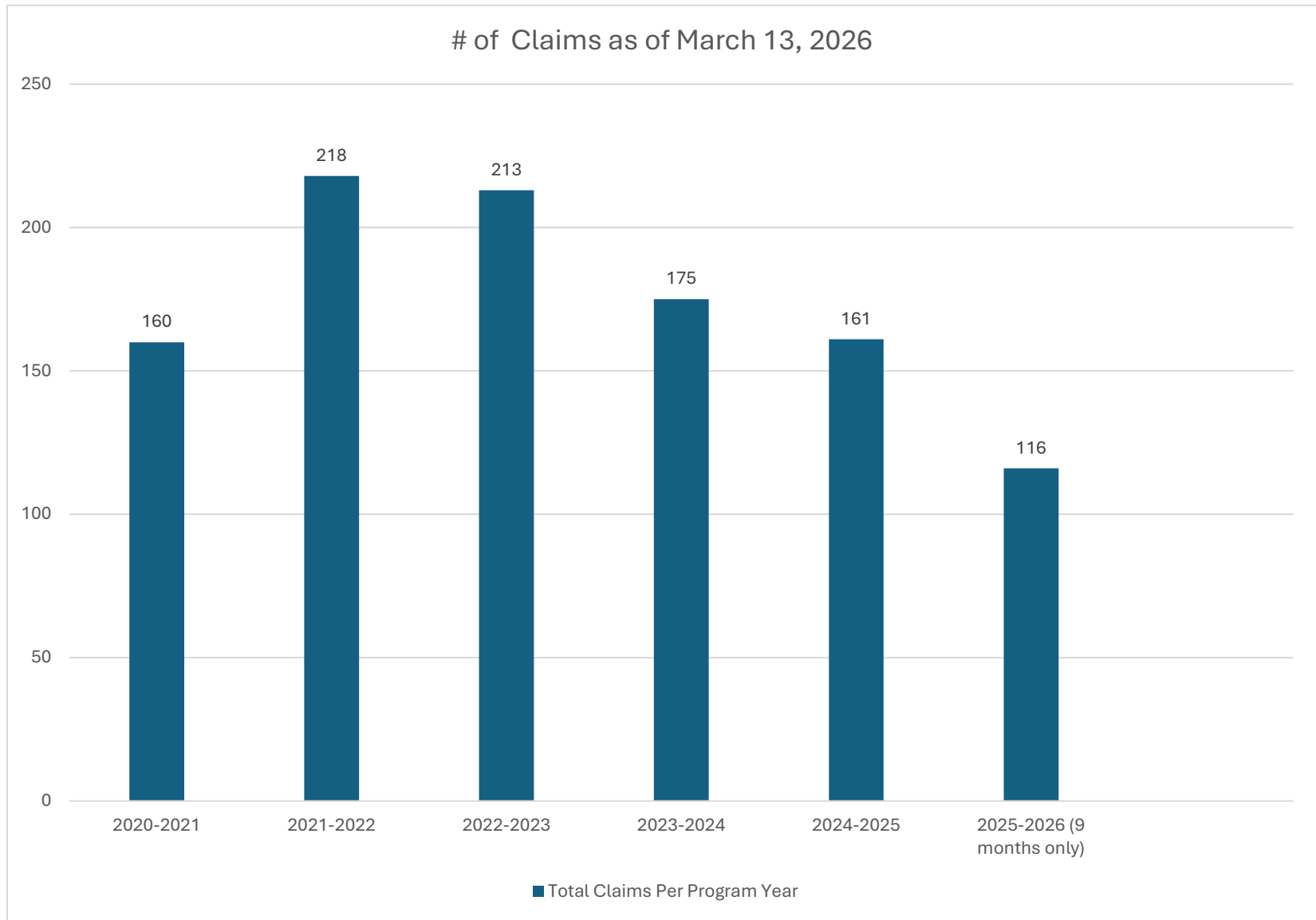
Losses in 2022-23 were influenced by several larger loss events rather than a single catastrophe. Loss experience improved materially in 2023-24 and 2024-25.

The increase observed in 2025-26 reflects year-to-date activity through March 31, 2026, and is currently driven by the Colgate Power Plant penstock rupture involving the Yuba County Water Agency, rather than a broad increase in claim frequency.

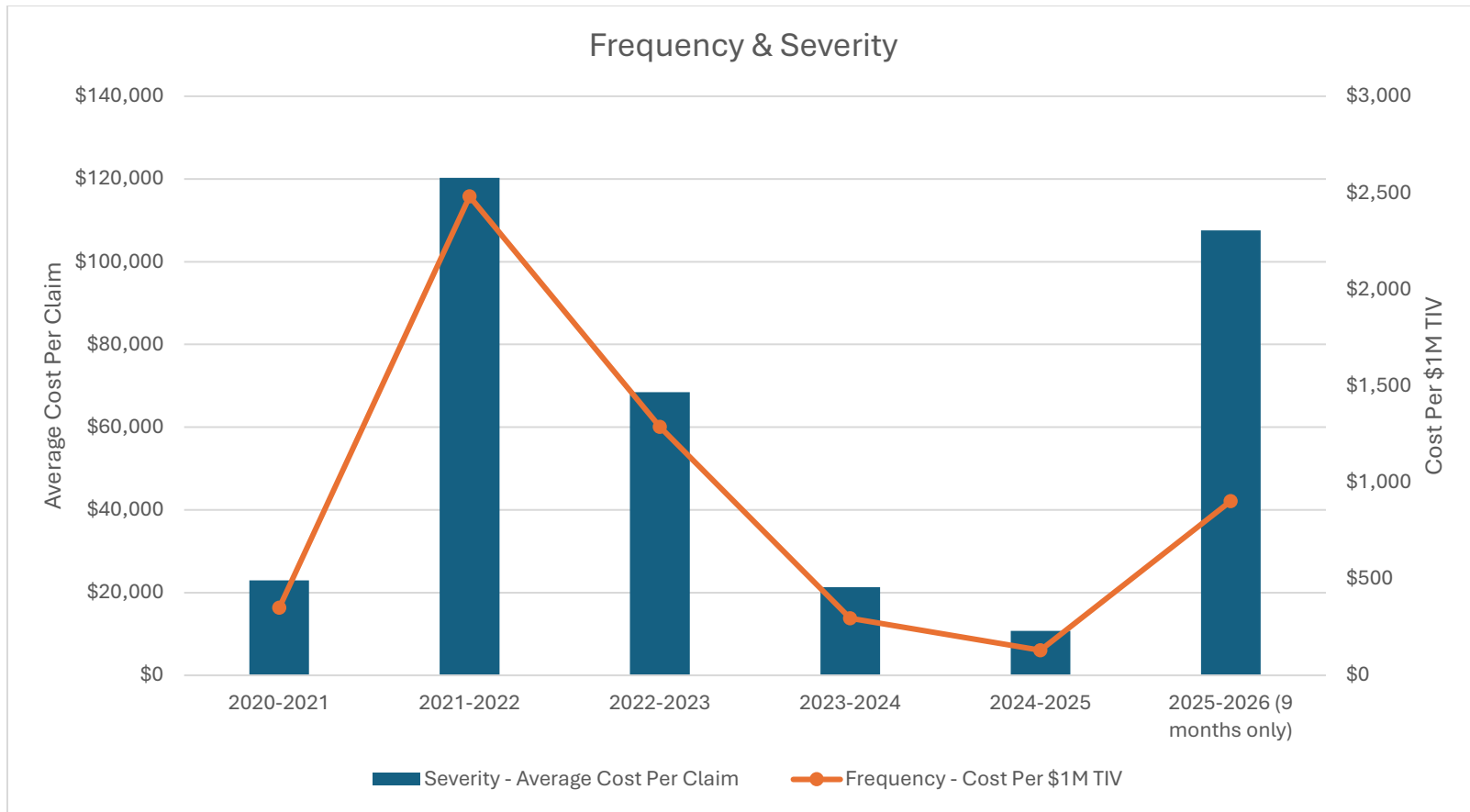
The 2025-26 program year is intentionally shortened as the program transitions to a new April 1 policy inception date beginning in 2026 and results should be interpreted in that context. Overall, claim frequency continues to improve, and year-to-year results are primarily influenced by isolated large-loss events rather than a systemic shift in property risk.

RECOMMENDATION

None, information only.



2025–2026 reflects year-to-date activity through March 31, 2026 (9 months) as the program transitions to a new April 1 policy year.



Program year	# of members	# of claims	Total Incurred	Total Insured Value	Average Cost / Claim	Cost Per \$1M TIV
2020-2021	284	160	\$3,672,394	\$9,560,434,709	\$22,952	\$351
2021-2022	286	218	\$26,220,671	\$10,570,123,529	\$120,278	\$2,481
2022-2023	288	213	\$14,586,666	\$11,325,811,224	\$68,482	\$1,288
2023-2024	290	175	\$3,733,979	\$12,636,856,683	\$21,337	\$295
2024-2025	291	161	\$1,735,047	\$13,375,825,840	\$10,777	\$130
2025-2026	291	116	\$12,473,829	\$13,817,813,004	\$107,533	\$903

2025–2026 reflects year-to-date activity through March 31, 2026 (9 months) as the program transitions to a new April 1 policy year.

ACWA JPIA
2026-27 Crime Memorandum of Coverage (MOC)
March 26, 2026

BACKGROUND

The Property Committee meets annually to review the overall program and consider any necessary adjustments. For the upcoming program year, July 1, 2026, through June 30, 2027, staff is presenting the Crime Memorandum of Coverage (MOC) for the Committee's review and approval.

CURRENT SITUATION

ACWA JPIA's pooled Crime Program was established in 2000 to provide basic protection against losses resulting from employee dishonesty, theft, and fraudulent funds transfers. The program provides a \$100,000 limit per loss with a \$1,000 deductible and is automatically extended to all Property Program participants at no additional cost. When introduced, the program functioned as a value-added benefit with minimal financial impact to the pool.

Over the past five to seven years, the program has experienced increased loss activity, largely driven by fraudulent funds transfer incidents associated with business email compromise and other phishing schemes. While the program provides a \$100,000 limit per loss, an increasing number of incidents now exceed that amount. Only 73 of the 292 Property Program participants currently purchase excess crime coverage, leaving the majority of members without additional protection beyond the pooled limit.

For members that do purchase Cyber Liability coverage through ACWA JPIA, certain social engineering and fraudulent funds transfer events may trigger coverage under the Cyber Liability Program. However, those claims remain subject to the applicable cyber deductible – \$50,000 or \$100,000 dependent upon the member's total insured value – which can further affect how these losses are ultimately absorbed.

Staff will evaluate the structure and long-term sustainability of the pooled Crime Program over the coming year, including potential program modifications for the 2027-28 program year. This review will consider loss trends, member utilization, and potential alternatives for providing crime coverage.

No changes are recommended for the 2026-27 program year, as the current language remains appropriate pending the broader program evaluation.

RECOMMENDATION

That the Property Program Committee recommend that the Executive Committee approve the Memorandum of Coverage, as presented, effective April 1, 2026.

MEMORANDUM OF CRIME COVERAGE

For The

Association of California Water Agencies
Joint Powers Insurance Authority

DECLARATIONS

FORM NUMBER: MOCC-07012~~65~~

MEMBER AGENCY: Member Agency

MAILING ADDRESS: P.O. Box 123
Anytown, CA 95432-0123

COVERAGE PERIOD: ~~July-April~~ 1, 202~~56~~ to April 1, 202~~67~~
12:01 A.M. Pacific Standard Time

<u>COVERAGE</u>	<u>LIMIT OF COVERAGE</u>	<u>DEDUCTIBLE</u>
1. Public Employee Theft	\$ 100,000	\$ 1,000
2. Depositors Forgery or Alteration	\$ 100,000	\$ 1,000
3. Computer and Funds Transfer Fraud	\$ 100,000	\$ 1,000

Signed by: _____
(Authorized Representative)

Date: ~~July-April 1, 20265~~

MEMORANDUM OF CRIME COVERAGE

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CRIME COVERAGE PROVISIONS

Throughout this Coverage Part, the words “you” and “your” refer to the “Member Agency” in the DECLARATIONS. The words “we”, “us”, and “our” refer to the “Authority”. Other words and phrases that appear in quotation marks have a special meaning. Refer to Section V. Definitions; Section VI., Exclusions; Section VII., and General Conditions, to determine where this Coverage Part restricts coverage.

SECTION I – CONSIDERATION CLAUSE

In exchange for the payment of premium and subject to the DECLARATIONS, Coverage Agreements, Exclusions, General Conditions, Definitions and terms of this Coverage Part, we will pay for loss which you sustain resulting directly from acts committed or events occurring at any time and discovered by you during the Coverage Period shown in the DECLARATIONS or during the period of time provided in General Conditions I., Extended Period To Discover Loss.

SECTION II – COVERAGE AGREEMENTS

Coverage is provided under the following Coverage Agreements if either an amount is stated in the Coverage Agreement or for which there is a Limit of Coverage shown in the DECLARATIONS.

A. Coverage Agreement 1. – Employee Theft – Per Loss

We will pay for loss or damage to “money”, “securities” and “other property” in any one “occurrence” which results directly from “theft” by an “employee”, whether or not identifiable, while acting alone or in collusion with other persons. In this Coverage Agreement, “occurrence” means all loss caused by, or involving, one or more “employees” whether the result of a single act or a series of acts.

We will also pay for loss which is caused by the failure of any “employee” to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your “money”, “securities”, and “other property”.

B. Coverage Agreement 2. – Depositors Forgery Or Alteration

1. We will pay for loss resulting directly from “forgery” or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in “money” that are
 - a. made or drawn upon you; or
 - b. made or drawn by one acting as your agent and drawn on your accountor that are purported to have been so made or drawn.
2. We will treat mechanically reproduced signatures the same as handwritten signatures.
3. If you are sued for refusing to pay any instrument in B.1. above, on the basis that it has been forged or altered and you have our written consent to defend against that suit, we will pay for any reasonable legal expenses that you incur and pay in such defense. The amount that we will pay in included in the Limit of Coverage applicable to this Coverage Agreement. If a Deductible Amount applies to this Coverage Agreement, we will also apply it to the amount of legal expenses incurred in this Coverage Agreement.
4. You must include in your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss and describing both sides of said instrument.
5. This Coverage Agreement covers loss you sustain anywhere in the world.

C. Coverage Agreement 3. – Computer And Funds Transfer Fraud

We will pay for loss of and loss from damage to “money”, “securities” and “other property” following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the “premises” or “banking premises”

1. to a person (other than a “messenger”) outside those “premises”; or
2. to a place outside those “premises”.

And, we will pay for loss of “money” or “securities” through “funds transfer fraud” resulting directly from “fraudulent transfer instructions” communicated to a “financial institution” and instructing such institution to pay, deliver, or transfer “money” or “securities” from your “transfer account”.

SECTION III – LIMIT OF COVERAGE

The most we will pay for loss in any one “occurrence” is the applicable Limit of Coverage shown in the DECLARATIONS.

SECTION IV – DEDUCTIBLE

We will not pay for loss in any one “occurrence” unless the amount of the loss exceeds the Deductible Amount shown in the DECLARATIONS. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Coverage. In the event that more than one Deductible Amount could apply to the same loss, only the highest Deductible Amount will be applied.

You must give us notice as soon as possible of any loss of the type insured under this Coverage Part if, in your best estimation, such loss will, or will appear to exceed 25% of the current Deductible Amount for the Coverage Agreement under which the loss has occurred.

SECTION V – DEFINITIONS

- A.** “Authority” means the Association of California Water Agencies Joint Powers Insurance Authority.
- B.** “Banking premises” means the interior portion of that part of any building occupied by a banking institution or similar safe depository.
- C.** “Employee” means
 - 1. any natural person
 - a. while in your service or for 60 days after termination of service; and
 - b. whom you compensate directly by salary, wages, commissions; and

- c. whom you have the right to direct and control while performing services for you; including one
 - i. who is performing services for you as the ~~chairman~~ chairperson, or a member of any committee and whether compensated or not; or
 - ii. who is a compensated officer; or
 - iii. who is a volunteer who is not compensated, other than one who is a fund solicitor, while performing services for you that are usual to the duties of an “employee”; or
 - iv. who is a former “employee”, director or trustee retained as a consultant while performing services for you; or
 - v. who is a student intern or guest student pursuing studies or duties in any of your offices or “premises”.

- 2. a natural person who is a trustee, officer, “employee”, administrator or manager, except an administrator or a manager who is an independent contractor, of any “employee benefit Plan(s)” insured under this Coverage Part; and your director or trustee while that person is handling funds or “other property” of “employee benefit Plan(s)” insured under this Coverage Part.

- 3. a natural person who is furnished temporarily to you to substitute for a permanent “employee” to meet seasonal or short term work load conditions and while that temporary person is subject to your direction and control and performing services for you. However, such persons are excluded while having care and custody of property outside the “premises”; and
 - a. “employee” does NOT mean
 - (1) any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

- (2) any manager, director or trustee except while performing acts coming within the scope of the usual duties of an “employee”.
- D.** “Employee Benefit Plan(s)” means any welfare or pension Plan listed in the DECLARATIONS, on an attached schedule or for which automatic coverage is afforded that is subject to the Employee Retirement Income Security Act (ERISA) of 1974, as amended.
- E.** “Financial institution” means a bank, savings bank, savings and loan association or similar thrift institution, a stockbroker, mutual fund, liquid assets fund, or similar investment institution in which you maintain a “transfer account”.
- F.** “Forgery” means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one’s own name signed with or without authority, in any capacity, for any reason.
- G.** “Fraudulent transfer instructions” means
1. fraudulent electronic, telegraphic, facsimile, cable, teletype or telephone instructions to a “financial institution” to debit a “transfer account” and to pay, transfer or deliver “money” or “securities” from such account and which instructions purport to have been authorized by you but which have been fraudulently transmitted by another; or
 2. fraudulent written instructions to a “financial institution” to debit a “transfer account” and to pay, transfer or deliver “money” or “securities” from such account through an electronic funds transfer system at specified times or under specified conditions and which instructions purport to have been duly authorized by you but which have been fraudulently issued, forged or altered by another.
- H.** “Funds transfer fraud” means “theft” of “money” or “securities” from any of your “transfer accounts” at a “financial institution” and occurring through “fraudulent transfer instructions” communicated to such “financial institution”.
- I.** “Member Agency” means the local public agency, designated in the DECLARATIONS, which is a party signatory to the Joint Powers Agreement creating the Association of California Water Agencies Joint Powers Insurance Authority and is a participant in its Property Program.

- J.** “Messenger” means you or any “employee” while having care and custody of property outside the “premises”.
- K.** “Money” means currency, coins and bank notes in current use and having a face value; and travelers checks, register checks and money orders held for sale to the general public.
- L.** “Occurrence” means
1. as respects the Employee Theft Coverage Agreement, all loss caused by, or involving, one or more “employees”, whether the result of a single act or a series of acts.
 2. as respects the Forgery or Alteration Coverage Agreement, all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.
 3. as respects all other Coverage Agreements, an act or series of related acts involving one or more persons; or an act or event or a series of related acts or events not involving any person.
- M.** “Other property” or property means any tangible property other than “money” or “securities” that has intrinsic value but does not include any property excluded under this Coverage Part. “Other property” does not include trade secrets, proprietary information, confidential information or any copyrights, patents, trademarks, proprietary manufacturing or processing procedures, or secret or confidential information, including but not limited to credit card numbers, bank account numbers or any similar information.
- N.** “Premises” means the interior of that portion of any building which you occupy in conducting your business.
- O.** “Securities” means negotiable or non-negotiable instruments or contracts representing either “money” or property and includes tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and, evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include “money”.
- P.** “Theft” means the unlawful taking of “money”, “securities” or “other property” to the deprivation of the Covered Party.

- Q.** “Transfer account” means an account maintained by you at a “financial institution” from which you or your authorized representative may cause the payment, transfer or delivery of “money” or “securities” by any means described in the “fraudulent transfer instructions” definition.

SECTION VI - EXCLUSIONS

(Applies To All Coverage Agreements Unless Otherwise Specified)

This Coverage Part Does Not Apply To And We Will Not Pay For:

A. Accounting or Arithmetical Errors or Omissions

Loss resulting from accounting or arithmetical errors or omissions.

B. Acts of Employees, Managers, Directors, Trustees or Representatives

Loss resulting directly from “theft” or any other dishonest or criminal act committed by any of your “employees”, managers, directors, trustees or representatives whether acting alone or in collusion with other persons or while performing services for you or otherwise except when covered under Coverage Agreement 1.

C. Damages

Damages for which you are legally liable as a result of:

1. the deprivation or violation of the civil rights of any person by an “employee”; or
2. the tortious conduct of an “employee” except conversion of property of other parties held by you in any capacity.

D. Depository Failure

Loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.

E. Employee Cancelled Under Prior Insurance or Coverage

Loss caused by any “employee” of yours or predecessor in interest of yours, for whom similar prior insurance or coverage has been cancelled and not reinstated since the last cancellation.

F. Exchanges or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

G. Fire

Loss from damage to the premises resulting from fire however caused.

H. Governmental Action

Loss resulting from seizure or destruction of property by order of governmental authority.

I. Indirect Loss

Loss that is an indirect result of any act or “occurrence” covered by this Coverage Part including but not limited to loss resulting from

1. your inability to realize income that you would have realized had there been no loss of or damage to “money”, “securities” or “other property”.
2. payment or damages of any type for which you are legally liable. But we will pay compensatory damages arising directly from a loss covered under this Coverage Part.
3. payment of costs, fees or other expenses you incur in establishing either the existence of or the amount of loss under this Coverage Part.

J. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon

1. an inventory computation; or
2. a profit and loss computation.

However, where you establish wholly apart from such inventory computations that you have sustained a loss covered under this Coverage Part, then you may offer your inventory records and

actual physical count of inventory in support of the amount of loss claimed.

K. Legal Expenses

Expenses related to any legal action except when covered under Coverage Agreement 2.

L. Money Operated Devices

Loss of property contained in any money operated device unless the amount of any “money” deposited in it is recorded by a continuous recording instrument in the device.

M. Licensed Vehicles or Equipment and Accessories

Loss of or damage to licensed vehicles, trailers, or semi-trailers or equipment or accessories attached to them.

N. Nuclear

Loss resulting from nuclear reaction, nuclear radiation, or radioactive contamination, or any related act or incident.

O. Trading Losses

Loss resulting directly or indirectly from trading, whether in your name or in a genuine or fictitious account.

P. Transfer or Surrender of Property

Loss of or damage to property of any kind after it has been transferred or surrendered to a person or place outside the “premises” or “banking premises”

1. on the basis of unauthorized instructions; or
2. as a result of a threat to do bodily harm to any person; or
3. as a result of a threat to do damage to any property.

Q. Vandalism

Loss from damages to the “premises” or to the exterior of any safe, vault, cash box, cash drawer or cash register by vandalism or mischief.

R. Voluntary Parting of Title To or Possession of Property

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title or possession of any property.

S. War and Similar Actions

Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion, or revolution, or any related act or incident.

SECTION VII – GENERAL CONDITIONS

A. Cancellation As To Any Employee

Coverage Agreement 1. is cancelled as to any “employee”

1. immediately upon discovery by you or any official or “employee” authorized to manage, govern, or control your “employees” of any act on the part of an “employee” whether before or after becoming employed by you which would constitute a loss covered under the terms of the Coverage Agreement.
2. on the date specified in a notice mailed to you. The date will be at least 30 days after the date of the mailing. And, the mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

B. Changes

This Coverage Part contains all of the agreements between you and us concerning the coverage afforded. The “Member Agency” shown in the DECLARATIONS is authorized to make changes in the terms of the Coverage Part with our consent. This Coverage Part’s terms can be amended or waived only by addendum issued by us and made a part of this Coverage Part.

C. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other Covered Party, at any time, intentionally conceal or misrepresent a material fact concerning

1. this Coverage Part;
2. the property covered under this Coverage Part;
3. your interest in the property covered under this Coverage Part; or
4. a claim under this Coverage Part.

D. Consolidation Or Merger

If through consolidation or merger with, or purchase or acquisition of assets or liabilities of, some other entity, any additional persons become “employees” or you acquire the use and control of any additional “premises”

1. you must give us written notice and obtain our written consent to extend this coverage to such additional “employees” or “premises”. We may condition our consent upon payment of an additional premium; but there shall only be a premium charge if such merger or acquisition results in a 15%, or greater, increase in the number of “employees”, assets or revenues acquired through the merger or acquisition.
2. for the first 60 days after the effective date of such a consolidation, merger, acquisition of assets or liabilities, any coverage afforded for “employees” or “premises” also applies to these additional “employees” or “premises” for acts committed within this 60 day period.

E. Discovery

1. We will pay for loss which you sustain through acts or events committed or occurring at any time and which are discovered by you during the Coverage Period or during the period provided in General Condition I., Extended Period To Discover Loss.

2. Discovery of loss occurs when you first become aware of facts which would cause a reasonable person to assume that a loss covered by this Coverage Part has been, or may be incurred even though the exact amount or the details of the loss may not then be known.
3. Discovery also occurs when you receive notice of an actual or potential claim against you alleging facts, which if true, would constitute a covered loss under this Coverage Part.

F. Duties In The Event Of A Loss

After you discover a loss or a situation which may result in a loss of, or damage to, “money”, “securities” or “other property”, you must

1. notify us as soon as possible but no later than 60 days after discovery of loss.
2. submit to examination under oath at our request and give us a signed statement of your answers.
3. give us a detailed, sworn proof of loss within 120 days.
4. cooperate with us in the investigation and settlement of any claim.
5. notify the police if you have reason to believe that your loss involves a violation of law.

G. Employee Benefit Plans

1. If any one or more “Employee Benefit Plans” are insured jointly with any other entity under this Coverage Part, you or the plan administrator must select a Limit of Coverage for Coverage Agreement 1. that is sufficient to provide a Limit of Coverage for each Plan which is at least equal to that required if each Plan were separately covered.
2. Any payments we make to the “Member Agency” for loss sustained by any Plan will be held by the “Member Agency” for the use and benefit of the Plan(s) sustaining the loss.
3. If two or more Plans are covered under this Coverage Part, any payment which we make for loss sustained by two or more Plans, or of commingled funds or “other property” of two or more Plans,

which arises out of one “occurrence”, is to be shared by each Plan sustaining loss in the proportion that the Limit of Coverage required for each Plan bears to the total of those limits.

4. This Coverage Part covers those Plans for loss through fraud or dishonesty as defined in Section 2580.412-9 of the Employee Retirement Income Security Act (ERISA) as amended. For any Plans not specifically named as Covered Parties, this Coverage Part is deemed to be in compliance with, and satisfy the bonding requirements of Section 2580.412-11 of the act. This coverage provides a Limit of Coverage which is equal to 10% of the amount of the funds handled or \$100,000, whichever is less, for each Plan bonded and the minimum Limit of Coverage for any Plan shall be \$1,000. The Limit of Coverage available for any Plan loss will be determined by the amount of funds handled on the date when any covered loss occurs subject to the foregoing limitations.
5. The Deductible provision which applies to the Employee Theft Coverage Agreement shall not apply to loss which is sustained by any Plan subject to ERISA and which Plan is covered under this Coverage Part.

H. Examination Of Your Books And Records

1. We may examine and audit your books and records as they relate to this Coverage Part at any time during the Coverage Period and up to three years afterwards.
2. We may also examine and audit books and records of any organization which you newly acquire and that is deemed to be a Covered Party under this Coverage Part.

I. Extended Period To Discover Loss

1. We will pay for loss which you sustained prior to the effective date of termination or cancellation of this coverage, which is discovered by you
 - a. no later than 60 days from the date of the termination, cancellation or non-renewal; and
 - b. as respects any “employee benefit Plan(s)”, no later than 1 year from the date of that termination, cancellation or non-renewal.

2. However, this extended period to discover loss terminates immediately upon the effective date of any other insurance or coverage obtained by you to replace, in whole or in part, the coverage afforded by this Coverage Part, whether or not such other insurance or coverage provides coverage for loss sustained prior to its effective date.

J. Facsimile Signatures

We will treat mechanically reproduced facsimile signatures the same as handwritten signatures.

K. Indemnification

We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their service against loss through the failure of any “employee” under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your “money”, “securities” and “other property”, subject to the Limit of Coverage.

L. Joint Covered Parties

1. If more than one Covered Party is named in the DECLARATIONS, the first named Covered Party will act for itself and for every other Covered Party for all purposes of this Coverage Part. If the first named Covered Party ceases to be covered, then the next named Covered Party will become the first named Covered Party.
2. If any Covered Party or officer of a “Member Agency” has knowledge of any information relevant to this Coverage Part, that knowledge is considered to be knowledge of every Covered Party.
3. An “employee” of any Covered Party is considered to be an “employee” of every Covered Party.
4. If this Coverage Part or any of its Coverage Agreements is cancelled, terminated or non-renewed as to any Covered Party, loss sustained by that Covered Party is covered only if discovered by you during the period of time provided in General Condition I., Extended Period To Discover Loss. And, this extended period to discover loss also terminates in accordance with paragraph 2 of that condition.

5. We will not pay a greater amount for loss sustained by more than one Covered Party than we would pay if all of the loss had been sustained by one Covered Party.

M. Loss Covered Under More Than One Coverage Agreement Of This Coverage Part

If two or more Coverage Agreements of this Coverage Part apply to the same loss, we will pay the lesser of

1. the actual amount of loss; or
2. the sum of the Limits of Coverage applicable to those Coverage Agreements.

N. Non Accumulation Of Limit Of Coverage

Regardless of the number of years this Coverage Part remains in force or the number of premiums paid, no Limit of Coverage cumulates from year to year or Coverage Period to Coverage Period.

O. Other Insurance

1. This Coverage Part does not apply to loss recoverable or recovered under other insurance or indemnity. If the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this Coverage Part will apply to that part of the loss, other than that falling within any Deductible Amount, not recoverable or recovered under the other insurance or indemnity.
2. However, this Coverage Part will not apply to the amount of loss that is more than the applicable Limit of Coverage shown in the DECLARATIONS.
3. If a loss is discovered within the period provided by prior insurance to discover losses, we will not pay for such loss unless the amount exceeds the limit of insurance under your prior policy. We will then only pay you for any excess loss subject to the Coverage Agreements, Exclusions and General Conditions of this Coverage Part.
4. Any payment that we make to you under this Coverage Part shall not exceed the difference between the amount of insurance under

your prior policy and the Limit of Coverage shown in the DECLARATIONS and we will not apply our Deductible Amount to any excess loss payment.

P. Records

You must keep records of all property covered under this Coverage Part so we can verify the amount of any loss.

Q. Recoveries

1. Any recoveries, less the cost of obtaining them, made after the settlement of loss covered by this Coverage Part will be distributed
 - a. to you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Coverage and the Deductible Amount, if any;
 - b. then to us, until we are reimbursed for the settlement made; and
 - c. then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any.
2. Recoveries do not include any recovery
 - a. from insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
 - b. of original "securities" after duplicates of them have been issued.

R. Sole Benefit

This coverage is for your sole benefit. No legal proceeding of any kind to recover on account of loss under this Coverage Part may be brought by anyone but you.

S. Transfer Of Your Rights Of Recovery Against Others To Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

T. Valuation

1. Subject to the applicable Limit of Coverage, we will pay for
 - a. loss of “money” but only up to and including its face value. We may, at our option, pay for a loss of “money” issued by any country other than the United States of America in either the face value in the “money” issued in that country, or, in the United States of America dollar equivalent determined by the rate of exchange on the day that the loss occurred.
 - b. loss of “securities” but only up to and including their value at the close of business on the day that the loss was discovered. But, we may, at our option, 1) pay the value of such “securities”, 2) replace them in kind in which event you must assign to us all your rights, title and interest in and to those “securities” or 3) pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the “securities”. However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of
 - (1) the value of the “securities” at the close of business on the day the loss was discovered; or
 - (2) the Limit of Coverage.
 - c. loss or damage to “other property” or loss from damage to the “premises” or its exterior for the replacement cost of the property without deduction for depreciation, subject to 2. below. However, we will not pay for more than the lesser of
 - (1) the Limit of Coverage applicable to the lost or damaged property; or
 - (2) the cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose; or
 - (3) the amount that you actually spend that is necessary to repair or replace the lost or damaged property.

2. We will not pay on a replacement cost basis for any loss or damage
 - a. until the lost or damaged property is actually repaired or replaced; and
 - b. unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay based on actual cash value.

3. We may, at our option, pay for loss of or damage to property other than “money” in the “money” of the country in which the loss occurred; or in the United States of America dollar equivalent of the “money” of the country where the loss occurred determined by the rate of exchange on the day the loss was discovered. Any property that we pay for or replace becomes our property.
4. Loss of or loss from damage to any books or records of account or other records, tapes, disks, or electronic media used by you in the business but only if such books, records, tapes or disks are actually reproduced and then only for not more than the blank books, pages, tapes and disks or other materials plus the cost of labor for the actual transcription or copying of data which you shall furnish to reproduce such books, records, tapes or disks.
5. Actual cash value is calculated as the amount it would cost to repair or replace “other property”, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of “other property” regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

ACWA JPIA
2026-27 Property Memorandum of Coverage (MOC)
March 26, 2026

BACKGROUND

The Property Committee meets annually to discuss the overall program and any required adjustments. Staff is bringing forward the Memorandum of Coverage (MOC) for the April 1, 2026 – March 31, 2027, program year.

CURRENT SITUATION

To promote consistency and administrative efficiency, the JPIA's MOC is structured to mirror the reinsurance policy form in reverse order. The MOC generally follows the terms and conditions of the reinsurance policy, with targeted modifications to key provisions such as definitions, exclusions, and dispute resolution. This structure has proven effective, maintaining alignment with reinsurance while preserving flexibility to tailor coverage to member needs. Except where the MOC includes explicit exclusions, coverage provided under the reinsurance policy is incorporated into the MOC.

Staff completed a comprehensive review of the MOC to confirm clarity, internal consistency, and alignment with program objectives. No substantive changes were identified for the 2026-27 program year; however, select provisions may benefit from targeted clarification at a later date. Building on the 2024-25 adoption of the FM coverage form, this ongoing effort will further strengthen consistency across pooled program documents and support transparency and long-term program stability.

RECOMMENDATION

That the Property Program Committee recommend that the Executive Committee approve the Memorandum of Coverage, as presented, effective April 1, 2026.

MEMORANDUM OF PROPERTY COVERAGE

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**ASSOCIATION OF CALIFORNIA WATER AGENCIES
JOINT POWERS INSURANCE AUTHORITY (ACWA JPIA)**

MEMORANDUM OF PROPERTY COVERAGE

FORM NO. MOPC-0701265

This Memorandum of Property Coverage (MOPC) sets forth the terms, conditions, and limitations of coverage provided to a **Member Agency** under the MOPC. The terms of this MOPC may not be changed or waived except by amendment made a part of this MOPC.

Throughout this MOPC, words and phrases that appear in **bold** have special meaning. They are defined in Section I, "Definitions".

SECTION I – DEFINITIONS

In addition to the definitions provided in the **purchased insurance or reinsurance**, the following additional definitions apply to the MOPC:

1. **Authority** shall mean the Association of California Water Agencies Joint Powers Insurance Authority.
2. **Loss** shall have the same meaning as in the **purchased insurance or reinsurance**.
3. **Member Agency** means the local public agency, designated in the DECLARATIONS, which is a party signatory to the Joint Powers Agreement creating the Association of California Water Agencies Joint Powers Insurance Authority and is a participant in its Property Program.
4. **Covered Party** shall mean a **Member Agency** who has sustained a loss which is covered under this MOPC.
5. **Purchased insurance or reinsurance** shall mean insurance or reinsurance purchased by the **Authority** for the benefit of the **Authority** and the **Covered Party** and specifically identified in the Declarations.
6. **Cyber liability** shall mean damage or **loss** arising from or related to electronic media or technology errors and omissions, including, but not limited to, property damage, data loss, alteration, corruption, destruction,

deletion or damage to or inability to access or transmit data, transmission or failure prevent transmission of malicious code or virus, damage to electronic data or other property from malicious code or virus, unauthorized access to or distribution of private or confidential information, cyber extortion, data protection, business interruption loss, privacy notification expenses and costs, penalties for regulatory defense or other penalties, or any other **loss**, cost, or damage arising out of or related to the acquisition, storage, security, use, misuse, disclosure, or transmission of electronic data of any kind.

7. **Extra Expense** is defined as the excess (if any) of the total cost incurred during the period of restoration chargeable to the operation of the Covered Party's business, over and above the total cost that would normally have been incurred to conduct the business during the same period had no damage or destruction occurred. Any salvage value of property obtained for temporary use during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any **loss** hereunder.

SECTION II – COVERAGE AGREEMENT

1. The **Authority** will reimburse the **Covered Party** named on the Declarations for **losses** to scheduled property that is insured by the terms and conditions of the **purchased insurance or reinsurance**, less any applicable **Covered Party** deductible. All property must be scheduled prior to **loss** or within 90 days of acquisition in order for coverages and limits under the MOPC, or **purchased insurance or reinsurance**, to apply.
2. This MOPC incorporates the terms, provisions, and conditions of the **purchased insurance or reinsurance** except with regard to that portion of any **loss** which is the subject of this MOPC.

SECTION III – LIMIT OF LIABILITY

The limit of liability of the **Authority** for each **loss** shall be the amount of the deductible as specified under the **purchased insurance or reinsurance**, less the applicable **Covered Party** deductible under this MOPC, but in no event more than the amount stated in the Declarations.

SECTION IV – DEDUCTIBLE

The **Authority's** liability under Section III above shall be reduced by any applicable **Covered Party** deductible.

SECTION V – COVERAGE PERIOD

This MOPC applies to **losses** occurring during the coverage period defined in the Declarations.

SECTION VI – EXCLUSIONS

In addition to any exclusions set forth in the **purchased insurance or reinsurance**, this MOPC does not apply to:

1. Contamination by “pollutants” introduced at any time, into, under or upon land, water, or the atmosphere, or any watercourse or body of water or aquifer. This exclusion applies whether or not the contamination is introduced intentionally or accidentally or gradually or suddenly and whether or not the **Covered Party** or any other person or organization is responsible for the contamination.

“Contamination” includes any unclean, unsafe, or unhealthful condition, either actual or potential, which arises out of the presence in the environment of any “pollutant” whether permanent or transient.

“Environment” includes land, bodies of water, underground water or water table or aquifer, the atmosphere, and any other natural feature of the earth, whether or not altered, developed or cultivated. “Pollutant” means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke vapor, soot, fumes, acids, alkalis, chemicals, airborne particles or fibers, molds and/or fungus, and waste, including materials to be discarded or to be recycled, reconditioned, or reclaimed.

This exclusion does not apply to contamination or dispersal of “pollutants” which is itself caused by fire, lightning, impact from aircraft, explosion, riot, civil commotion, smoke, collapse, vehicles, windstorm, hail, vandalism, malicious mischief or leakage and accidental discharge from automatic fire protective systems.

2. War, whether or not declared, insurrection, rebellion, terrorism, or revolution. Terrorism is defined as an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons,

- whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
3. Nuclear contamination.
 4. Damage intentionally caused by or on behalf of a **Covered Party**.
 5. Liability arising out of any claim for **Cyber Liability** or by any name by which it is called.
 6. All properties that are not scheduled prior to a **loss**, except new acquisitions, are covered for up to 90 days.
 7. **Extra Expense** does not include the regular salaries and fringe benefits of any employee of a **Covered Party** as well as use of **Covered Party's** vehicles/equipment, materials and supplies used which are regularly kept in supply at the **Covered Party**. **Extra Expense** does not include overhead/profit or admin fees incurred by the **Covered Party**.

SECTION VII - CONDITIONS

1. The **Authority** shall have the same rights as provided to the insurer by the **purchased insurance or reinsurance**.
2. If there is insurance other than the **purchased insurance or reinsurance** applicable to the **loss** incurred, such insurance, unless it specifically states that it is excess of this coverage, shall reduce the liability of this **Authority** by the amount that insurance is liable for such **loss**.
3. In the event of loss covered under this MOPC, the Covered Party shall give immediate notice thereof to the **Authority** of such **loss**.
4. If the **Authority** pursues subrogation of a **loss**, the funds from any recovery shall first be allocated to payment of the expenses of the subrogation and then to reimbursement in full for payment of the claim and adjusting expenses. The **Covered Party** shall be reimbursed its deductible from any remaining funds.

SECTION VIII – DISPUTE RESOLUTION

1. **Review by Executive Committee and Arbitration**

This shall be the sole and exclusive method of review of the Memorandum of Coverage and any decisions based thereon.

Any claim, dispute or controversy arising out of or relating to this Coverage Agreement shall first be submitted to ACWA JPIA to be reviewed by the Executive Committee of ACWA JPIA. The Executive Committee shall consider all written submissions by either party, and, if requested by either party, provide both parties equal opportunity for oral argument. Unless otherwise agreed by the parties and ACWA JPIA, the Executive Committee shall determine if ACWA JPIA's position should be upheld or if the **Covered Party** should be granted coverage according to its position, and the Executive Committee shall issue its decision in writing within thirty (30) days of submission of such claim, dispute or controversy to the Executive Committee. Such written opinion shall briefly state the reasons for its decision and the basis for such decision, including but not limited to the documents, witness statements, and oral presentations made to the Executive Committee.

If a **Covered Party** disagrees with the written decision of the Executive Committee, then the **Covered Party** may submit, in writing, such claim, dispute or controversy to arbitration to be held in Placer County, California or such other location as the parties may agree upon, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The review by the arbitrators shall be limited to a determination of the sufficiency of the basis of the decision of the Executive Committee and may not include any documents, testimony, legal theories, oral evidence, or other materials that was not previously presented to the Executive Committee when rendering its written opinion.

There shall be three arbitrators, the **Covered Party** and ACWA JPIA each selecting one arbitrator; the third arbitrator shall be selected by the two previously appointed arbitrators. The party demanding arbitration shall name its arbitrator in the demand for arbitration. The responding party shall name its arbitrator within fifteen (15) days after receipt of demand for arbitration. The third arbitrator shall be named within fifteen (15) days after the appointment of the second arbitrator. A Commissioner or Judge in the Placer County Superior Court shall be empowered to appoint any arbitrator not named in accordance with the procedure herein. The decision of the arbitrators shall be final and binding upon the parties.

Any award rendered by the arbitrators shall be final and judgment thereon may be entered by any court having jurisdiction thereof. The panel of

arbitrators shall have the discretion to apportion the costs and expenses of the arbitration (including reasonable attorneys' fees or reasonable arbitrator's costs) in accordance with the merits of the arbitration. The panel must render its decision by a majority of the panel within ninety (90) days of the appointment of the third arbitrator, following reasonable opportunities for presentation of evidence, law and argument.

The parties to this agreement hereby waive any right to a jury trial.

These arbitration provisions are intended to bind only the **Authority** and its **Member Agencies**. They are not intended to be binding upon any of the **Authority's** re-insurers or excess carriers.

ACWA JPIA
2026-27 Property Program Reinsurance Renewal
March 26, 2026

BACKGROUND

The JPIA Property Program is scheduled to renew on April 1, 2026. The global property insurance market continues to experience elevated loss activity driven by increasingly frequent and severe weather-related events. While losses remain at historically high levels, recent increases in insurer capacity have contributed to modest softening in the commercial market, with premium levels generally viewed as adequate to support the current risk environment.

In recent years, staff has taken several steps to strengthen and streamline the program. The 2024-25 addition of two lead mutual insurers - FM and AEGIS - brought expanded capacity and deep utility-sector expertise. Their participation enabled JPIA to simplify the program's structure, reducing the number of participating carriers from thirteen to eight while maintaining strong market support.

For the 2026-27 renewal, the program year has also been returned to its previous April 1 - March 31 term. This adjustment better aligns the program with JPIA's broader renewal schedule, allowing member agencies and staff to distribute workload more effectively throughout the calendar year while continuing to refine the program's structure and long-term stability.

CURRENT SITUATION

As previously shared with the Committee, a key objective of the renewal strategies in recent years has been to engage fewer reinsurance carriers, with each assuming a larger share of the coverage tower. This approach simplifies the overall program structure and reduces the administrative and operational complexity associated with quota-share arrangements across multiple layers.

Since the program's inception in 1983, JPIA had maintained a \$100,000 self-insured retention (SIR). Due to adverse loss experience and challenging market conditions, the SIR was increased to \$10 million effective July 1, 2022. While the SIR remains unchanged, staff continues to evaluate opportunities to reduce the retention as market conditions allow. In the interim, additional strategies have been implemented to strengthen the program's risk financing structure, including the proposed addition of parametric earthquake coverage as a complement to the traditional property reinsurance program, providing an additional source of recovery following a qualifying seismic event.

With the July 1, 2025, renewal, JPIA entered into long-term agreements with several reinsurance partners that maintain negotiated rates and terms through the transition back to an April 1 program year. These agreements carry the program through the April

1, 2026 – March 31, 2027 coverage period, providing pricing stability during the transition.

In support of the program, AEGIS committed to an additional 7.5% rate reduction upon the move to the April 1 renewal, contingent upon maintaining a loss ratio not exceeding 60%. That commitment has been honored, reflecting AEGIS's continued confidence in the program and its long-standing partnership with JPIA.

RECOMMENDATION

That the Property Program Committee recommends that the Executive Committee approve the 2026-27 renewal terms and pricing, as presented, including the transition to an April 1 – March 31 program year, effective April 1, 2026, as provided for under the negotiated long-term agreements.

Property

- 292 Members
- \$14B TIV
- \$10M Retention
- \$500M Limit
 - High-value assets
- \$150M Limit



ACWA JPIA
2026-27 Member Contributions
March 26, 2026

BACKGROUND

Contributions to be charged to the members are reviewed by the Property Program Committee and approved by the Executive Committee prior to the beginning of the program year. Contributions are based on projected costs; the largest factor is estimated losses for the pooled layer: Dollar one to the Program's retained limit, currently \$10 million. For reference, last year's approved funding represented a 10% increase.

CURRENT SITUATION

The Property Program Expected Revenue/Expense & Funding Requirements report provides a breakdown of the expected revenues and expenses for the 2026-27 program year. The total estimated funding with no rate changes is approximately \$27 million based on \$13.764 billion in TIVs.

Regarding the pooled layer, the 2025-26 actuarial report projects a loss rate of \$.05808 per \$100 of value for the 2026-27 program year at the current \$10 million SIR. The loss rate for the 2025-26 program year was the same. Additionally, with the decrease in excess rates this year, the Program has a unique opportunity to charge a modest rate increase and continue collecting funding for the newly created Property Catastrophic (CAT) Loss Fund, approved by the Executive Committee in September 2024.

Attached, for the Committee's consideration, are two funding options, both of which include a \$3 million contribution to the new Property CAT fund. Also included in the purchased excess insurance (line 6) for both options is \$497,193 for **parametric coverage**. The proposed parametric earthquake coverage with Berkshire Hathaway Specialty Insurance is structured as a complementary layer to the Property Program, providing rapid, predefined payouts when earthquake ground motion exceeds specified intensity thresholds, regardless of physical damage. The solution is intended to enhance immediate liquidity following seismic events while working alongside, rather than replacing traditional indemnity coverage, thereby strengthening overall program responsiveness and resilience.

Option 1 – No rate change. The retrospective contribution adjustment (RCA) would result in a favorable \$5.3 million added to the Rate Stabilization Fund (RSF).

Option 2 – 5% rate increase. This would result in a favorable \$6.7 million RCA to the RSF.

RECOMMENDATION

That the Property Program Committee recommends that the Executive Committee approve Option 2, a 5% rate increase with a \$10M self-insured retention level, which includes a \$3M Catastrophic Fund contribution on April 1, 2026, for program renewal.

ASSOCIATION OF CALIFORNIA WATER AGENCIES
JOINT POWERS INSURANCE AUTHORITY

PROPERTY PROGRAM

EXPECTED REVENUE/EXPENSE & FUNDING REQUIREMENTS COMPARISON

OPTION 1 - No Rate Change

As of January 31, 2026

	Program Year 7/1/2024-25 <u>Actual</u>	Program Year 7/1/2024-25 <u>Budget</u>	Program Year 7/1/2025-3/31/26 <u>Projection*</u>	Program Year 4/1/2026-27 <u>Budget</u>	% Change 7/1/2025-26 to 7/1/2026-27
REVENUE:					
1 Deposit Contributions Earned (Note 1)	\$ 21,593,561	\$ 22,436,818	\$ 24,787,440	\$ 27,003,228	8.94%
2 Retrospective Contribution Adjustments	(5,878,496)	(2,606,733)	(2,946,144)	(5,326,939)	80.81%
3 Net Investment Income	1,289,162	360,730	719,001	544,420	-24.28%
4 Total Revenue	<u>\$ 17,004,227</u>	<u>\$ 20,190,815</u>	<u>\$ 22,560,297</u>	<u>\$ 22,220,710</u>	-1.51%
	\$ 0				
EXPENSE:					
5 Paid Claims and Reserves	\$ 6,262,000	\$ 7,697,730	\$ 8,262,000	\$ 7,994,483	-3.24%
6 Purchased Excess Insurance	9,632,814	10,412,500	9,065,997	8,855,887	-2.32%
7 General & Admin. Expenses	1,109,413	2,080,585	2,232,300	2,370,340	6.18%
8 Total Expenses	<u>17,004,227</u>	<u>20,190,815</u>	<u>19,560,297</u>	<u>19,220,710</u>	-1.74%
9 CONT. TO CAT. RESERVES:	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 3,000,000</u>	<u>\$ 3,000,000</u>	<u>0.00%</u>
10 Number of Program Members	290	290	292	292	0.00%
11 Insured Values (000's omitted)	\$ 12,657,429	\$ 12,718,056	\$ 13,501,849	\$ 13,764,606	1.95%
12 Net Contribution Cost / \$100 of Value	\$ 0.1706	\$ 0.1764	\$ 0.1614	\$ 0.1744	8.07%
13 Contribution Rate					
Real and Personal Property	\$ 0.168	\$ 0.168	\$ 0.185	\$ 0.185	0.00%
Mobile Equipment	\$ 0.255	\$ 0.255	\$ 0.281	\$ 0.281	0.00%
Automobiles	\$ 1.442	\$ 1.442	\$ 1.586	\$ 1.586	0.00%
14 District Deductibles	\$500 - 25,000	\$500 - 25,000	\$500 - 25,000	\$500 - 25,000	
15 Pooled Layer	Ded. to \$10M	Ded. to \$10M	Ded. to \$10M	Ded. to \$10M	
16 Program Limit	\$ 500,000,000	\$ 500,000,000	\$ 500,000,000	\$ 500,000,000	

* Note this is projected for 12 months so that current year budget can be compared to 12 months instead of 9

CALCULATIONS

Line #

- 1 Deposit Premium - See Note 1 following page
- 3 Investment Income - 3.0% of Deposit Contribution
- 5 Claims Expense - Actuarially generated Loss Rate times insured values / 100
- 6 Excess Insurance - Excess Rate times Total Insured Values / 100
- 7 G&A Expenses - 14% of Budgeted G&A (\$16,931,000)
- 2 RCA - Calculated to balance budget

	CURRENT	
	PROJECTION	BUDGET
<u>VARIABLES</u>	<u>2025/26</u>	<u>2026/27</u>
TOTAL INSURED VALUES	\$ 13,501,849	\$ 13,764,606
EXCESS RATE per \$100 OF INSURED VALUES	\$0.0641	\$0.0600
LOSS RATE PER \$100 OF INSURED VALUES:	0.05808	0.05808

ASSOCIATION OF CALIFORNIA WATER AGENCIES
JOINT POWERS INSURANCE AUTHORITY

PROPERTY PROGRAM

EXPECTED REVENUE/EXPENSE & FUNDING REQUIREMENTS COMPARISON

OPTION 2 - 5% Increase

As of January 31, 2026

	Program Year 7/1/2024-25 <u>Actual</u>	Program Year 7/1/2024-25 <u>Budget</u>	Program Year 7/1/2025-3/31/26 <u>Projection*</u>	Program Year 4/1/2026-27 <u>Budget</u>	% Change 7/1/2025-26 to 7/1/2026-27
REVENUE:					
1 Deposit Contributions Earned (Note 1)	\$ 21,593,561	\$ 22,436,818	\$ 24,787,440	\$ 28,353,390	14.4%
2 Retrospective Contribution Adjustments	(5,878,496)	(2,606,733)	(2,946,144)	(6,717,605)	128.0%
3 Net Investment Income	1,289,162	360,730	719,001	584,925	-18.6%
4 Total Revenue	<u>\$ 17,004,227</u>	<u>\$ 20,190,815</u>	<u>\$ 22,560,297</u>	\$ 22,220,710	-1.5%
	\$ 0				
EXPENSE:					
5 Paid Claims and Reserves	\$ 6,262,000	\$ 7,697,730	\$ 8,262,000	\$ 7,994,483	-3.2%
6 Purchased Excess Insurance	9,632,814	10,412,500	9,065,997	8,855,887	-2.3%
7 General & Admin. Expenses	1,109,413	2,080,585	2,232,300	2,370,340	6.2%
8 Total Expenses	<u>17,004,227</u>	<u>20,190,815</u>	<u>19,560,297</u>	19,220,710	-1.7%
9 CONT. TO CAT. RESERVES:	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 3,000,000</u>	<u>\$ 3,000,000</u>	<u>0.0%</u>
10 Number of Program Members	290	290	292	292	0.0%
11 Insured Values (000's omitted)	\$ 12,657,429	\$ 12,718,056	\$ 13,501,849	\$ 13,764,606	1.9%
12 Net Contribution Cost / \$100 of Value	\$ 0.1706	\$ 0.1764	\$ 0.1614	\$ 0.1842	14.1%
13 Contribution Rate					
Real and Personal Property	\$ 0.168	\$ 0.168	\$ 0.185	\$ 0.195	5.0%
Mobile Equipment	\$ 0.255	\$ 0.255	\$ 0.281	\$ 0.295	5.0%
Automobiles	\$ 1.442	\$ 1.442	\$ 1.586	\$ 1.665	5.0%
14 District Deductibles	\$500 - 25,000	\$500 - 25,000	\$500 - 25,000	\$500 - 25,000	
15 Pooled Layer	Ded. to \$10M	Ded. to \$10M	Ded. to \$10M	Ded. to \$10M	
16 Program Limit	\$ 500,000,000	\$ 500,000,000	\$ 500,000,000	\$ 500,000,000	

* Note this is projected for 12 months so that current year budget can be compared to 12 months instead of 9

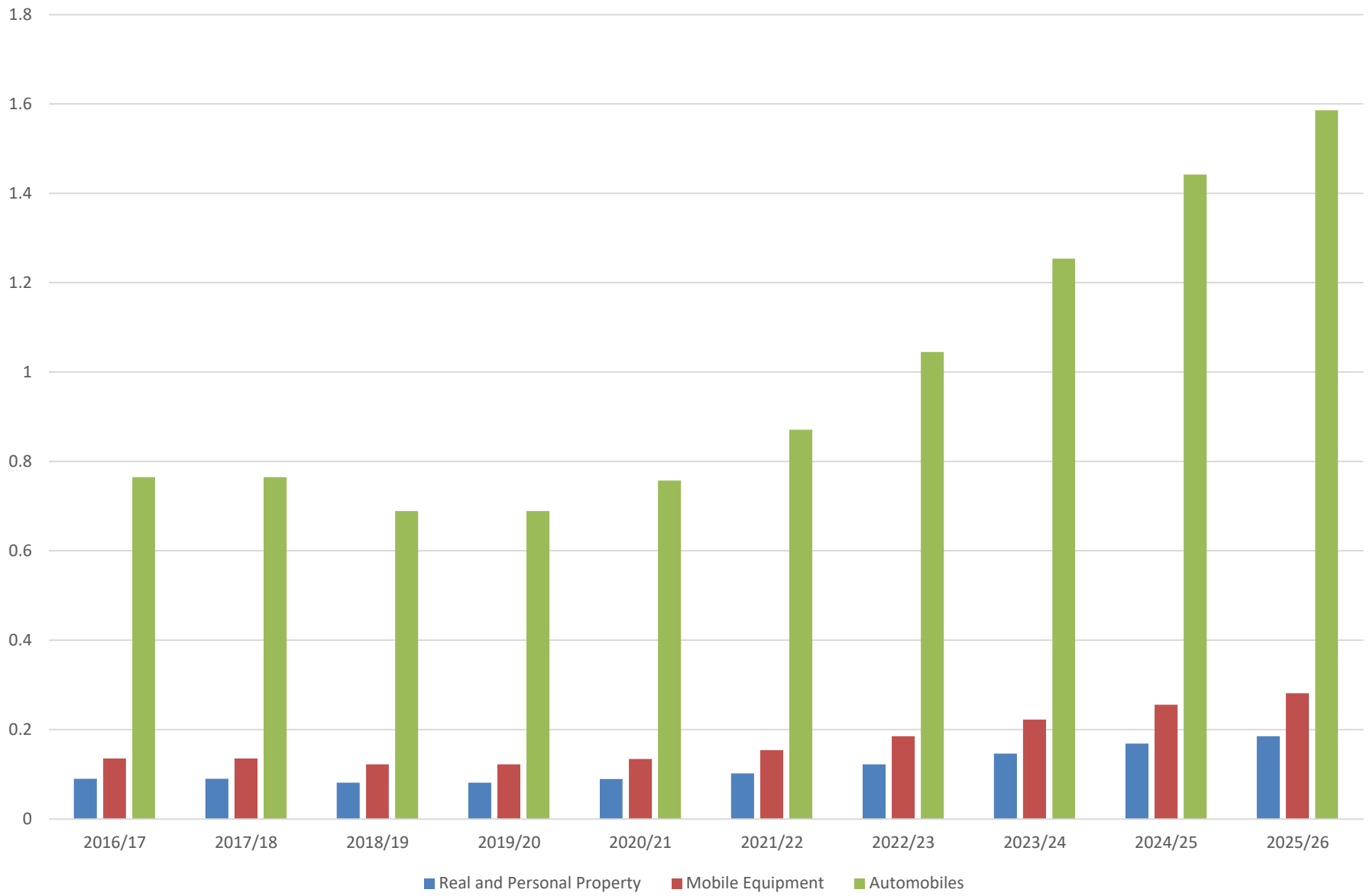
CALCULATIONS

Line #

- 1 Deposit Premium - See Note 1 following page
- 3 Investment Income - 3.0% of Deposit Contribution
- 5 Claims Expense - Actuarially generated Loss Rate times insured values / 100
- 6 Excess Insurance - Excess Rate times Total Insured Values / 100
- 7 G&A Expenses - 14% of Budgeted G&A (\$16,931,000)
- 2 RCA - Calculated to balance budget

	CURRENT	
	PROJECTION	BUDGET
<u>VARIABLES</u>	<u>2025/26</u>	<u>2026/27</u>
TOTAL INSURED VALUES	\$ 13,501,849	\$ 13,764,606
EXCESS RATE per \$100 OF INSURED VALUES	\$0.0641	\$0.0600
LOSS RATE PER \$100 OF INSURED VALUES:	0.05808	0.05808

ACWA JPIA
Historical Property Program Rates



ACWA JPIA
Director of Pooled Programs Update
March 26, 2026

BACKGROUND

This is a standing item on Property Program Committee agendas.

CURRENT SITUATION

Jennifer Jobe, Director of Pooled Programs, will provide the Property Program Committee with an overview of relevant current matters, issues, and opportunities.

RECOMMENDATIONS

None, information only.

ACWA JPIA MEETINGS CALENDAR – 2026

MEETING DATES	BOARD OF DIRECTORS	EXECUTIVE	PERSONNEL	FINANCE & AUDIT	PROGRAMS				RISK MGMT	CWIF
					Emp. Benefits	Liability	Property	Work Comp		
JAN 16		8:00 AM*								
JAN 21			3:00 PM							
JAN 22		10:30 AM							8:00 AM	
FEB 11							11:00 AM*			
FEBRUARY 19-20 STRATEGIC PLANNING SESSION - SAN DIEGO										
MARCH 1-4 AGRIP GOVERNANCE CONFERENCE - NASHVILLE										
MARCH 8-10 CICA CONFERENCE - PALM DESERT										
MAR 26				1:00 PM			3:00 PM			
MAR 27		8:00 AM								
APRIL 30					9:00 AM *					
MAY 4-7 ACWA JPIA SPRING MEMBERSHIP SUMMIT AND ACWA CONFERENCE - SACRAMENTO										
MAY 4	2:00 PM					8:00 AM				
MAY 29										9:00 AM (UTAH)
JUNE 3			10:00 AM *							
JUNE 25								3:00 PM		
JUNE 26		8:00 AM								10:30 AM
JULY 29		3:00 PM			1:00 PM					
SEPTEMBER 15-18 CAJPA ANNUAL CONFERENCE – SOUTH LAKE TAHOE										
SEPT 11			9:00 AM *							
SEPT 24				1:00 PM		3:00 PM	10:00 AM			
SEPT 25		8:00 AM								11:00 AM
OCT 22		10:00 AM *								
NOVEMBER 30-DECEMBER 3 ACWA JPIA FALL MEMBERSHIP SUMMIT AND ACWA FALL CONFERENCE - ANAHEIM										
Nov 30	2:00 PM									8:00 AM

*Virtual Meeting



Hybrid Meeting Participation Guidelines

For Remote Meeting Participants

Remember to mute yourself until you are ready to speak.

If you have a question or comment, raise your hand in Zoom.

To raise or lower your hand:

1. For PC users:
 - a. Press 'Alt-Y' on your keyboard
 - b. Or go to 'Reactions' on your Zoom screen
2. For IPAD users, go to 'More'.
3. For telephone (audio only) users, press * then 9.

For In-House Meeting Participants

Remember to use your microphone when speaking.

- Remote participants will not hear you if you don't.
- Before speaking, check that your mic is unmuted (green light).

For in-house participants that do not have a microphone, please wait for the mic runner before speaking.