

**PREMIUM PAYMENT AGREEMENT—MISCELLANEOUS PROGRAMS**

This Agreement is entered into on February 15, 2011 by and between the CSAC Excess Insurance Authority (EIA) and the San Joaquin Valley Insurance Authority (SJVIA) . WHEREAS, SJVIA desires to participate in a miscellaneous program [or programs] of the EIA, and WHEREAS, SJVIA is not a member of the EIA and has not executed the EIA Joint Powers Agreement.

Now, therefore, it is hereby agreed by and between the parties to this Agreement that participation by SJVIA in any miscellaneous program [or programs] of the EIA shall not confer upon it any rights, duties or obligations which may otherwise arise with respect to membership in the EIA.

It is further agreed that SJVIA shall be bound by any terms and/or conditions that may apply to any miscellaneous program [or programs] in which it participates, including but not limited to the terms of the CSAC Excess Insurance Authority's Invoice and Premium Payment Policy Resolution # 06-002 which is attached hereto.

Participating Entity

By: \_\_\_\_\_

CSAC Excess Insurance Authority

By: \_\_\_\_\_

**RESOLUTION NO. 06-002**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CSAC EXCESS INSURANCE  
AUTHORITY ADOPTING AN INVOICING AND PAYMENT POLICY**

**WHEREAS**, the CSAC Excess Insurance Authority recognizes the importance of making timely payments to insurers, claimants, and others who provide coverage and services to members;

**WHEREAS**, late payment to insurers and others may result in cancellation of coverage or services which may affect all members of a program;

**WHEREAS**, the timely payment of Authority invoices by some members and the untimely payment of Authority invoices by others creates an inequity among members; and

**WHEREAS**, the JPA provides that penalties for late payment of Authority invoices may be determined and assessed by the Board of Directors (Article 17(e));

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE CSAC EXCESS INSURANCE AUTHORITY HEREBY ADOPTS THE FOLLOWING POLICY WHICH SUPERCEDES AND REPLACES RESOLUTION NO. 94-003:**

- I. EIA shall endeavor to mail invoices to members as soon as practicable.
- II. Invoices shall be due and payable upon receipt and shall become delinquent 30 calendar days from the date of invoice or effective date of coverage or on some other specified delinquent date, whichever is latest.
- III. A "Delinquent Notice" shall be mailed by EIA on or about the delinquent date reminding the member of the terms of this policy.

Following a grace period of 15 calendar days from the mailing of the delinquent notice, interest will be assessed on any amounts which remain unpaid. The interest charge will accrue beginning on the first day following the delinquent date but will be waived on any amounts paid during the grace period.

The amount of the interest charge shall be equal to the prior year's effective yield on the EIA Treasury portfolio (rounded to the nearest 2%) plus 4%.

VI. A separate invoice for interest charges shall be mailed to members upon receipt of funds after the expiration of the grace period.

VII. Any invoices remaining unpaid for a period of 90 days beyond the grace period shall be reviewed by the Executive Committee.

VIII. Notwithstanding any other provision to the contrary regarding late payment of invoices or cancellation from a program, at the discretion of the Executive Committee, any member that fails to pay an invoice when due may be given a ten (10) day written notice of cancellation.

**PASSED AND ADOPTED** by the Board of Directors of the CSAC Excess Insurance Authority, this 3rd day of March, 2006, by the following vote:

**AYES:** Alameda, Amador, Butte, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Humboldt, Kern, Kings, Lassen, Madera, Mendocino, Merced, Napa, Nevada, Placer, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, Santa Barbara, Santa Clara, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yuba

**NOES:** None

**ABSENT:** Alpine, Calaveras, Del Norte, Imperial, Inyo, Lake, Marin, Mariposa, Modoc, Mono, Monterey, Plumas, Riverside, San Luis Obispo, Santa Cruz, Ventura, Yolo

**ABSTAIN:** None

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Peggy Scroggins  
President, CSAC Excess Insurance Authority

**ATTEST:**

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Michael Fleming  
Chief Executive Officer/Secretary