



1 experience as the key person replaced.

2                   A. Scope of Work: ATTORNEY shall perform specialized legal services  
3 pursuant to the scope of services attached as Exhibit A and incorporated by this reference, and  
4 pursuant to the terms and conditions of this Agreement. Additionally, SJVIA Counsel may make  
5 further requests for legal services from ATTORNEY, and ATTORNEY shall within a reasonable  
6 time thereafter document such request for services and acknowledgment thereof. Except as  
7 ATTORNEY and SJVIA may agree otherwise in writing, ATTORNEY will be representing only  
8 SJVIA and will not representing any parent, subsidiary, or other affiliated entity nor any  
9 shareholder, partner, member, director, officer, employee, agent or insurer of SJVIA and such  
10 individuals or entities will be treated as separate for conflicts purposes. Except as ATTORNEY  
11 and SJVIA may otherwise agree, the terms of this letter apply to other engagements for SJVIA  
12 that ATTORNEY may undertake.

13                   2. Performance by Attorney: ATTORNEY agrees to timely perform all services  
14 provided under this Agreement. ATTORNEY agrees to avoid unnecessary duplicative efforts on  
15 the part of ATTORNEY and ATTORNEY's partners, associate lawyers, and staff members in  
16 ATTORNEY's performance of services for SJVIA under this Agreement.

17                   SJVIA shall not be obligated to compensate ATTORNEY for intra-office conferences  
18 between or among ATTORNEY's partners, associate lawyers, and staff members, unless such  
19 intra-office conferences promote efficiency in the performance of ATTORNEY's work on a  
20 matter, or a reduction in the cost of compensation paid or reimbursement made for related,  
21 reasonable and necessary, out-of-pocket expenses to ATTORNEY, or both.

22                   In the performance of the tasks identified in section 1 under this Agreement, ATTORNEY  
23 shall provide only those services that are necessary to carry out such tasks in an efficient and  
24 effective manner.

25                   ATTORNEY shall provide lawyers who possess the following qualities and skills:

26                   A. the lawyer possesses a high level of professional ethics and personal  
27 integrity, and exercises good judgment;

1                   B.        the lawyer has experience and expertise in the particular matter for which  
2 they are providing services;

3                   C.        the lawyer has exceptional technical legal skills;

4                   D.        the lawyer vigorously represents SJVIA so that SJVIA's best  
5 interests are served;

6                   E.        the lawyer efficiently and timely completes assigned tasks;

7                   F.        the lawyer anticipates potential problems and advises SJVIA Counsel  
8 regarding same; and

9                   G.        the lawyer cooperates with SJVIA Counsel, or their designees.

10                3.        Compensation of ATTORNEY: SJVIA shall compensate ATTORNEY pursuant  
11 to the terms and conditions of this Agreement only for the performance of those tasks, to the  
12 reasonable satisfaction of SJVIA, that relate to the subject matter of this Agreement. **The**  
13 **maximum compensation payable to ATTORNEY under this agreement is \$50,000.** It is  
14 understood that SJVIA shall not be obligated to compensate ATTORNEY for any work,  
15 services, or functions performed by ATTORNEY: (i) in seeking to obtain SJVIA's business or  
16 negotiating with SJVIA to enter into this Agreement or (ii) in providing SJVIA with  
17 documentation, explanations, or justifications concerning the adequacy or accuracy of its  
18 invoices for the performance of services under this Agreement and resolving same to the  
19 reasonable satisfaction of SJVIA. However, SJVIA understands and agrees that should the fees  
20 and costs near \$50,000, SJVIA shall negotiate in good faith with ATTORNEY to amend this  
21 Agreement so that the Services can be completed.

22                SJVIA agrees to pay, and ATTORNEY agrees to accept as full compensation for  
23 performance of tasks under this Agreement the following sum per hour per person:

24                Elizabeth Balfour                           \$992.25

25                Margia Corner                           \$992.25

26                Kendall Kohlmeyer                   \$780

27                In addition, ATTORNEY shall be reimbursed for reasonable, and necessary out-of-

1 pocket expenses, as follows: telephone charges, telephonic facsimile transmission charges,  
2 computer research charges, filing fees, courier charges, postage charges, printing and  
3 photographic reproduction expenses, in-State travel, and all such directly-related expenses.

4 It is understood that ATTORNEY shall not be reimbursed for its secretarial or clerical  
5 services (including overtime hours worked), or normal office operating expenses, with the  
6 exception of those charges and expenses stated in the immediately preceding paragraph of this  
7 Agreement. In addition, ATTORNEY shall not be reimbursed for its secretarial or clerical  
8 services performed or expenses incurred, regardless of whether such tasks are performed or  
9 expenses are incurred by ATTORNEY's partners, associate lawyers, or anyone else.

10 4. Payment and Record-Keeping:

11 SJVIA agrees to deposit with ATTORNEY the sum of \$5,000 (the "Fee Deposit") to be  
12 held in the Firm's Client Trust Account and applied as provided below. ATTORNEY may require  
13 that the SJVIA deposit an additional sum as a Fee Deposit for any reason that Attorney deems  
14 appropriate to protect its firm. If so requested, any increase in the Fee Deposit must be paid  
15 within fifteen (15) days of ATTORNEY's written request. The amounts requested to be  
16 deposited as a Fee Deposit will not represent ATTORNEY's estimate of the total Fees and  
17 Charges to be incurred in the course of this engagement or for any time period of our  
18 engagement. The Fee Deposit will be applied to ATTORNEY's final invoice, or at ATTORNEY's  
19 option, ATTORNEY may apply some or all of the Fee Deposit to the payment of such invoice.  
20 In such event, the SJVIA agrees that, within ten (10) days of ATTORNEY notice, it will deposit  
21 the amount so applied in order to restore the Fee Deposit to its amount prior to such application.  
22 Any unearned portion of the Fee Deposit will be returned to the SJVIA at the conclusion,  
23 termination or closure of the matter.

24 Subject to section 3 of this Agreement, payment of compensation for the services  
25 provided under this Agreement and reimbursement for related, reasonable and necessary out-  
26 of-pocket expenses incurred shall be made by SJVIA after submission of an itemized invoice  
27 by ATTORNEY to the SJVIA Counsel, which invoice may be submitted in the month following

1 the month in which such services were rendered or expenses incurred, or from time to time as  
2 such invoice is requested by SJVIA Counsel or their designee. All payments of compensation  
3 and reimbursement for related, reasonable and necessary out-of-pocket expenses incurred  
4 shall be made by SJVIA no later than forty-five (45) days following the date that SJVIA receives  
5 a properly completed invoice requesting the payment for such services rendered and expenses  
6 incurred. SJVIA shall remit any payment to ATTORNEY's address specified in the invoice for  
7 payment.

8 SJVIA shall notify ATTORNEY promptly in writing if the SJVIA disputes any entry for  
9 legal services or charges on any statement. In the absence of any written objection thereto  
10 within thirty (30) days of the SJVIA's receipt of an invoice, the SJVIA will be deemed to have  
11 accepted and acknowledged the invoice as correct through the period covered by the invoice.  
12 Pursuant to the Rules of Professional Conduct, ATTORNEY will withdraw from the  
13 representation if invoices are not paid per the terms of this Agreement.

14 All such invoices shall reflect accurately the tasks performed by ATTORNEY under this  
15 Agreement. In addition, all such invoices shall have sufficient detail as may be required by  
16 SJVIA's Auditor-Controller/Treasurer-Tax Collector, including, but not limited to:

17 A. The specific nature of each task performed under this Agreement;  
18 B. The name of the person performing each such task;  
19 C. The number of hours worked by each such person for each such task;  
20 D. The hourly rate per each such person performing each such task; and  
21 E. The related, reasonable and necessary, out-of-pocket expenses  
22 incurred, as provided for in section 3 of this Agreement.

23 In addition to the requirements of this section 4 of this Agreement, each invoice shall set  
24 forth a summary of hours worked by each partner and associate lawyer for the applicable billing  
25 period. Furthermore, each such invoice shall set forth the product of such summary of hours  
26 worked by each person multiplied by such person's billing rate, as set forth herein (e.g., lawyer's  
27 total hours worked = 10 hours; lawyer's hourly billing rate is \$425; 10 hours x lawyer's billing

1 rate of \$425 per hour = \$4,250).

2        In preparing invoices, ATTORNEY shall segregate each task performed on a daily basis.  
3 If requested by SJVIA Counsel, or their designee, ATTORNEY shall segregate work performed  
4 and related, reasonable and necessary, out-of-pocket expenses incurred on the basis of each  
5 project. ATTORNEY shall not combine unrelated tasks as a single entry in lieu of setting forth  
6 the hours of work performed by a partner, associate lawyer, or paralegal on each specific task.

7        ATTORNEY shall prepare its invoices in an organized manner that facilitates an efficient  
8 review of the services performed and the expenses incurred in order to provide SJVIA with a  
9 clear and complete understanding of how much time was devoted to specific tasks and projects,  
10 and the associated cost.

11        ATTORNEY shall keep complete records of the services provided, as described in this  
12 section 4 of this Agreement, together with all related reasonable and necessary, out-of-pocket  
13 expenses applicable to the work provided under this Agreement. SJVIA's Auditor-  
14 Controller/Treasurer-Tax Collector, or their duly authorized representatives, shall be given  
15 reasonable access to all of these records for the purposes of audit of this Agreement.

16        In addition, ATTORNEY shall be subject to the examination and audit of such records  
17 by the Auditor General for a period of three (3) years after final payment under this Agreement  
18 (Gov. Code, § 8546.7).

19        The SJVIA agrees that ATTORNEY's work product including the ATTORNEY's internal  
20 emails, internal drafts, notes and mental impressions belong to the ATTORNEYs as lawyers  
21 and are not part of the SJVIA's client file.

22        5. Term of Agreement: This Agreement shall be effective as of December 12, 2025,  
23 and shall continue in effect through the pendency of all Actions upon which ATTORNEY is  
24 engaged, unless earlier terminated hereunder by either or both parties.

25        Either party may terminate this Agreement at any time, either in whole or in part.  
26 However, if ATTORNEY elects to terminate this Agreement, SJVIA's rights under any pending  
27 matter which may arise from ATTORNEY's services hereunder shall not be prejudiced due to

1 such termination as required by the Rules of Professional Conduct of the State Bar of California.  
2 Subject to section 3 of this Agreement, ATTORNEY shall be paid for all services performed to  
3 the date of termination of this Agreement, which are done to the reasonable satisfaction of  
4 SJVIA.

5 ATTORNEY's work for the SJVIA and our attorney-client relationship on any matter for  
6 which ATTORNEY is engaged will end upon the earliest of: ATTORNEY's completion of its work  
7 on the matter; the passage of six (6) months with no work performed on the matter; ATTORNEY  
8 sending the SJVIA written notice that our representation has ended; or sending ATTORNEY's  
9 final bill for services rendered. Upon the occurrence of any one of the foregoing, the SJVIA will  
10 be deemed a former client on such matter for conflict purposes. That will be the case whether  
11 or not, as is not uncommon, ATTORNEY is designated to receive copies or courtesy copies of  
12 notices under one or more transaction documents. If the SJVIA asks ATTORNEY to represent  
13 the SJVIA on another matter, ATTORNEY may agree or decline to do so in its discretion.

14 6. Independent Contractor: In performance of the work, duties and obligations  
15 assumed by ATTORNEY under this Agreement, it is mutually understood and agreed that  
16 ATTORNEY, including any and all of ATTORNEY's officers, agents, and employees will at all  
17 times be acting and performing as an independent contractor, and shall act in an independent  
18 capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of  
19 SJVIA. Furthermore, SJVIA shall have no right to control or supervise or direct the manner or  
20 method by which ATTORNEY shall perform its obligations under this Agreement. However,  
21 SJVIA shall retain the right to administer this Agreement so as to verify that ATTORNEY is  
22 performing its obligations in accordance with the terms and conditions hereof. ATTORNEY and  
23 SJVIA shall comply with all applicable provisions of law and the rules and regulations, if any, of  
24 governmental authorities having jurisdiction over matters of the subject hereof.

25 Because of its status as an independent contractor, ATTORNEY shall have absolutely  
26 no right to employment rights and benefits available to SJVIA employees. ATTORNEY shall be  
27 solely liable and responsible for providing to, or on behalf of, its employees all legally-required

1 employee benefits. In addition, ATTORNEY shall be solely responsible and save SJVIA  
2 harmless from all matters related to payment of ATTORNEY's employees, including compliance  
3 with social security, withholding, and all other regulations governing such matters. Both parties  
4 acknowledge that during the term of this Agreement, ATTORNEY may be providing services to  
5 others unrelated to SJVIA or to this Agreement.

6       7. Hold Harmless: ATTORNEY shall hold SJVIA, its officers, agents, and  
7 employees harmless and indemnify and defend SJVIA, its officers, agents, and employees  
8 against payment of any and all costs and expenses (excluding attorney's fees and court cost),  
9 claims, suits, losses, damages, and liability arising from or arising out of any actual or alleged  
10 negligent or wrongful acts or omissions of ATTORNEY, including its partners, officers, agents,  
11 and employees, in performing or failing to perform the services provided herein. SJVIA's receipt  
12 of any insurance certificates required herein does not in any way relieve the ATTORNEY from  
13 its obligations under this section 7 of this Agreement.

14       The provisions of this section 7 shall survive the termination or expiration of this  
15 Agreement.

16       8. Insurance: Without limiting SJVIA's rights to obtain indemnification from  
17 ATTORNEY or any third parties, ATTORNEY, at its sole expense, shall maintain in full force  
18 and effect the following insurance policies throughout the entire term of this Agreement:

19           A. Professional liability insurance with limits of not less than One Million  
20 Dollars (\$1,000,000.00) per occurrence, and Three Million Dollars (\$3,000,000.00) annual  
21 aggregate.

22           B. Comprehensive general liability insurance with limits of coverage of not  
23 less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four  
24 Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. ATTORNEY  
25 shall obtain an endorsement to this policy naming the SJVIA, its officers, agents, employees,  
26 and volunteers, individually and collectively, as additional insureds, but only insofar as the  
27 operations under this Agreement are concerned. Such coverage for additional insureds will

1 apply as primary insurance and any other insurance, or self-insurance, maintained by the SJVIA  
2 is excess only and not contributing with insurance provided under ATTORNEY's policy.

3 C. Workers compensation insurance as required by the laws of the State of  
4 California with statutory limits.

5 D. Additional Insurance Requirements

6 Within 30 days after ATTORNEY signs this Agreement, and at any time during the term  
7 of this Agreement as requested by the SJVIA, ATTORNEY shall deliver, or cause its broker or  
8 producer to deliver, to the County Counsel's Office, at 2220 Tulare Street, Suite 500, Fresno,  
9 California 93721, or CountyCounselMailbox@fresnocountyca.gov, copies of insurance policies  
10 as produced by the broker or producer, and certificates of insurance and endorsements for all  
11 of the coverages required under this Agreement.

12 (i) Each insurance certificate must state that: (1) the insurance coverage has been  
13 obtained and is in full force; (2) SJVIA, its officers, agents, employees, and  
14 volunteers are not responsible for any premiums on the policy; and (3)  
15 ATTORNEY has waived its right to recover from SJVIA, its officers, agents,  
16 employees, and volunteers any amounts paid under any insurance policy  
17 required by this Agreement and that waiver does not invalidate the insurance  
18 policy.

19 (ii) The comprehensive general liability insurance certificate must also state that: (1)  
20 the SJVIA, its officers, agents, employees, and volunteers, individually and  
21 collectively, are additional insureds insofar as the operations under this  
22 Agreement are concerned; (2) the coverage shall apply as primary insurance  
23 and any other insurance, or self-insurance, maintained by SJVIA shall be excess  
24 only and not contributing with insurance provided under ATTORNEY's policy.

25 All such insurance policies shall be issued by insurers who have at least have an A.M.  
26 Best, Inc. rating of A:VII or greater (except for the Professional Liability Insurance policy, which  
27 shall be issued by an insurer who has at least a Standard & Poor's and Fitch's rating of AA-

1 because the specialized carrier is fulfilling a need in a specialty market) and shall be acceptable  
2 to the SJVIA.

3 For each insurance policy required under this Agreement, ATTORNEY shall provide to  
4 SJVIA, or ensure that the policy requires the insurer to provide to SJVIA, written notice of any  
5 cancellation or change in the policy as required in this paragraph. For cancellation of the policy  
6 for nonpayment of premium, ATTORNEY shall, or shall cause the insurer to, provide written  
7 notice to SJVIA not less than 10 days in advance of cancellation. For cancellation of the policy  
8 for any other reason, and for any other change to the policy, ATTORNEY shall, or shall cause  
9 the insurer to, provide written notice to SJVIA not less than 30 days in advance of cancellation  
10 or change. SJVIA in its sole discretion may determine that the failure of ATTORNEY or its  
11 insurer to timely provide a written notice required by this paragraph is a breach of this  
12 Agreement.

13 If ATTORNEY has or obtains insurance with broader coverage, higher limits, or both,  
14 than what is required under this Agreement, then SJVIA requires and is entitled to the broader  
15 coverage, higher limits, or both. To that end, ATTORNEY shall deliver, or cause its broker or  
16 producer to deliver, to SJVIA's Risk Manager copies of insurance policies that have such  
17 broader coverage, higher limits, or both, as produced by the broker or producer, and certificates  
18 of insurance and endorsements for all of the coverages that have such broader coverage, higher  
19 limits, or both, as required under this Agreement.

20 ATTORNEY waives its right to recover from the SJVIA, its officers, agents, employees,  
21 and volunteers any amounts paid under the policy of worker's compensation insurance required  
22 by this Agreement. ATTORNEY is solely responsible to obtain any policy endorsement that may  
23 be necessary to accomplish that waiver, but ATTORNEY's waiver of subrogation under this  
24 paragraph is effective whether or not ATTORNEY obtains such an endorsement.

25 If ATTORNEY fails to keep in effect at all times any insurance coverage required under  
26 this Agreement, SJVIA may, in addition to any other remedies it may have, suspend or terminate  
27 this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and

1 charge the cost of that coverage to ATTORNEY. SJVIA may offset such charges against any  
2 amounts owed by SJVIA to ATTORNEY under this Agreement.

3           In addition to its obligations set forth above, ATTORNEY agrees that it shall maintain, at  
4 its sole expense, in full force and effect for a period of three (3) years following the termination  
5 of this Agreement a policy of professional liability insurance with limits of coverage of not less  
6 than One Million Dollars (\$1,000,000.00) per occurrence; provided, however, in the event that  
7 ATTORNEY does not maintain such policy of insurance for such entire three (3) year period,  
8 ATTORNEY shall maintain, at its sole expense, in full force and effect extended claims reporting  
9 coverage insurance in lieu thereof in the amount of not less than One Million Dollars  
10 (\$1,000,000.00) per occurrence.

11           If any of the insurance policies required to be maintained under this section 8 of this  
12 Agreement have a self-insured retention, such self-insured retentions shall be funded by  
13 ATTORNEY and approved by SJVIA's Risk Management Division.

14           The provisions of this section 8 shall survive the termination or expiration of this  
15 Agreement.

16           9.       Agreement is Binding Upon Successors: This Agreement shall be binding upon  
17 SJVIA and ATTORNEY and their respective successors, executors, administrators, legal  
18 representatives, and assigns with respect to all the covenants and conditions set forth herein.

19           10.      Assignment and Subcontracting: Notwithstanding anything stated to the contrary  
20 in section 9 of this Agreement, neither party hereto shall assign, transfer, or sub-contract this  
21 Agreement nor its rights or duties hereunder without the written consent of the other.

22           11.      Amendments: This Agreement may only be amended in writing signed by the  
23 parties hereto.

24           12.      Conflict of Interest:

25           ATTORNEY further promises, covenants, and warrants that it will keep reasonably  
26 informed of its services to the SJVIA and other clients to ensure that the performance of its  
27 services and representation to SJVIA under this Agreement will not result in a "conflict of

1 interest." In the event a "conflict of interest" occurs, ATTORNEY will request SJVIA's Board of  
2 Directors to waive such "conflict of interest" on a case-by-case basis. For purposes of this  
3 paragraph 12, the phrase "conflict of interest" has the same meaning as in the California Rules  
4 of Professional Conduct.

5       13. Limited Advance Transactional Waiver. Notwithstanding the foregoing,  
6 ATTORNEY may be asked to be involved in a matter where SJVIA is working at "arm's length"  
7 with a person or entity who happens to be another one of ATTORNEY's clients (e.g.,  
8 transactional negotiations). Although this scenario is often not particularly adversarial, our  
9 involvement as lawyer for either party is considered a conflict of interest (at least under U.S.  
10 ethical standards).

11       Given the frequency with which this type of conflict can arise, as well as the fact that  
12 most such conflicts are routinely waived, SJVIA agrees in advance to waive certain conflicts of  
13 interest which ATTORNEY believes pose little, if any, risk to the SJVIA. SJVIA grants  
14 ATTORNEY advance consent to represent another client adverse to the SJVIA in matters  
15 where: (1) the work for the other client is not substantially related to any of our work for SJVIA;  
16 (2) ATTORNEY does not have confidential information from SJVIA that is material to  
17 ATTORNEY'S work for the other client; and (3) ATTORNEY'S work for the other client does not  
18 involve litigation against SJVIA.

19       Similarly, in scenarios where ATTORNEY represents the SJVIA adverse to a  
20 person/entity which happens to be or become a firm client in other unrelated matters, SJVIA  
21 grants ATTORNEY advance consent to represent the other client in any ongoing or future  
22 matters which meet the three criteria set forth above. The types of matters where ATTORNEY  
23 will rely on this waiver include, but are not limited to financings, IP advice, corporate  
24 transactions, land use and real estate transactions, co-creditor representations and the service  
25 of records subpoenas.

26       Finally, SJVIA agrees that in the event SJVIA or one of its affiliates is a bidder or  
27 potential purchaser of an asset, ATTORNEY may simultaneously represent other bidders or

1 purchasers in that bidding process with the understanding that ATTORNEY will have separate  
2 lawyers represent each client.

3 By consenting to this arrangement, SJVIA is waiving future conflicts of interest so long  
4 as ATTORNEY: (i) maintains confidentiality, and (ii) adheres to the foregoing limitations.

5 14. In-Firm Privilege. ATTORNEY may have occasion to seek legal advice about its  
6 own rights and responsibilities regarding this Agreement by the SJVIA. ATTORNEY may seek  
7 such advice from attorneys in its internal Office of the General Counsel who do not do work for  
8 the SJVIA or from outside attorneys at our own expense. The SJVIA agrees that any such  
9 communications and advice are protected by ATTORNEY's own attorney-client privilege and  
10 neither the fact of any communication nor their substance is subject to disclosure to the SJVIA.

11 15. Further Assurances by ATTORNEY: ATTORNEY represents that it has read and  
12 is familiar with Government Code §§ 1090 et seq. and §§ 87100 et seq. ATTORNEY promises,  
13 covenants, and warrants that, after having performed a reasonable investigation, the  
14 performance of its services under this Agreement shall not result in or cause a violation by it of  
15 Government Code §§ 1090 et seq. and §§ 87100 et seq.

16 16. Compliance With Laws: ATTORNEY shall comply with all federal, state, and local  
17 laws and regulations applicable to the performance of its obligations under this Agreement.

18 17. Notices: The persons and their addresses having authority to give and receive  
19 notices under this Agreement include the following:

20 <u>SJVIA</u>	21 <u>ATTORNEY</u>
22 County Counsel	23 Elizabeth S. Balfour
23 COUNTY OF FRESNO	24 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
24 2220 Tulare Street,	25 12275 El Camino Real, Suite 100
25 5th Floor	26 San Diego, CA 92130
26 Fresno, CA 9372	27

27 County Counsel	28
28 COUNTY OF TULARE	29
29 2900 W. Burrel Ave	30
30 Visalia, CA 93291	31

26 Any and all notices between SJVIA and ATTORNEY provided for or permitted under  
27 this Agreement must be in writing and delivered either by personal service, by first-class

1 United States mail, or by an overnight commercial courier service. A notice delivered by  
2 personal service is effective upon service to the recipient. A notice delivered by first-class  
3 United States mail is effective three (3) SJVIA business days after deposit in the United States  
4 mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight  
5 commercial courier service is effective one (1) SJVIA business day after deposit with the  
6 overnight commercial courier service, delivery fees prepaid, with delivery instructions given for  
7 next day delivery, addressed to the recipient. For all claims arising out of or related to this  
8 Agreement, nothing in this section establishes, waives, or modifies any claims presentation  
9 requirements or procedures provided by law, including but not limited to the Government  
10 Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

11 18. Venue and Governing Law: The parties agree that, for purposes of venue,  
12 performance under this Agreement is to be in Fresno County, California. The rights and  
13 obligations of the parties and all interpretations and performance of this Agreement shall be  
14 governed in all respects by the laws of the State of California.

15 19. Disclosures and Public Announcements: The ATTORNEY will be permitted to  
16 disclose to third parties the fact that the ATTORNEY represented the SJVIA in transactions on  
17 its behalf after such transactions are completed, and to describe in general terms our role, the  
18 services ATTORNEY has performed, and the nature of the transaction. These disclosures may  
19 be made to current or prospective clients or to others, and may consist of announcements and  
20 advertisements placed at ATTORNEY's own expense in legal, business, financial and other  
21 periodicals and publications

22 20. Entire Agreement: This Agreement constitutes the entire agreement between  
23 SJVIA and ATTORNEY with respect to the specialized legal services to be provided herein and  
24 supersedes any previous agreement concerning the subject matter hereof, negotiations,  
25 proposals, commitments, writings, or understandings of any nature whatsoever unless  
26 expressly included in this Agreement.

27 If any part of this Agreement is found to violate any law or is found to be otherwise legally

1 defective, ATTORNEY and SJVIA shall use their best efforts to replace that part of this  
2 Agreement with legal terms and conditions most readily approximating the original intent of the  
3 parties.

4       21. Counterparts: This Agreement may be executed in one or more counterparts,  
5 each of which when executed shall be deemed to be an original, and such counterparts shall  
6 together constitute one and the same instrument.

7       22. Electronic Signatures: The parties agree that this Agreement may be executed  
8 by electronic signature as provided in this section. An “electronic signature” means any symbol  
9 or process intended by an individual signing this Agreement to represent their signature,  
10 including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten  
11 signature; or (3) an electronically scanned and transmitted (for example by PDF document)  
12 version of an original handwritten signature. Each electronic signature affixed or attached to this  
13 Agreement (1) is deemed equivalent to a valid original handwritten signature of the person  
14 signing this Agreement for all purposes, including but not limited to evidentiary proof in any  
15 administrative or judicial proceeding, and (2) has the same force and effect as the valid original  
16 handwritten signature of that person. The provisions of this section satisfy the requirements of  
17 Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code,  
18 Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature  
19 represents that it has undertaken and satisfied the requirements of Government Code section  
20 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely  
21 upon that representation. This Agreement is not conditioned upon the parties conducting the  
22 transactions under it by electronic means and either party may sign this Agreement with an  
23 original handwritten signature.

24  
25  
26  
27

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Sheppard, Mullin, Richter & Hampton LLP

San Joaquin Valley Insurance Authority

By Elizabeth S. Balfour

By Amy Shuklian  
Amy Shuklian

## Partner

Amy Shuklian  
SJVIA Board President

## EXHIBIT A

### SCOPE OF SERVICES

ATTORNEY's proposed approach to help the San Joaquin Valley Insurance Authority (SJVIA) address the challenges presented by multiple unanticipated high-cost out of network claims for surgeries performed for employee members would include:

- Analysis and advice related to the application of No Surprises Act to spine surgeries performed by contracted physician at separately contracted facility
- Analysis and advice related to SJVIA's existing agreement with Anthem to serve as its Administrative Services Organization (ASO)
- Advice about options to pro-actively manage these claims if No Surprises Act does not apply
  - Via business relationship conversation with Anthem regarding their performance as the ASO
  - Via amendment to the Anthem ASO agreement
- Advice about options to manage these claims if No Surprises Act does apply
  - Via amendment to Anthem ASO agreement
  - Via "initial payment" offered to physician prior to IDR process
  - Via conversation with applicable state regulatory agencies
  - Via consumer/enrollee complaint
- Advice about potential liability exposure (e.g. due to provider litigation and/or regulatory enforcement) for non-payment
- Upon the request of SJVIA, attend one or more SJVIA board meetings to provide updates, discuss options, answer questions, and provide guidance
- Pursue or defend litigation against Anthem or the provider, if authorized by SJVIA.

Sheppard Mullin is uniquely suited to assist SJVIA in this matter because of the combination of our expertise in the No Surprises Act, our deep familiarity and positive working relationships with California's state health insurance regulatory agencies, and our deep experience advising public agencies on strategic business and litigation matters.

With respect to the 2 initial steps in the scope of work, we expect that each will involve fees of \$7,000 - \$10,000. Once ATTORNEY completes this work, we will be able to assess next steps and we expect the time already invested in understanding these issues will allow us to be efficient in pursuing the next steps to address and resolve the problem.

- Analysis and advice related to the application of No Surprises Act to spine surgeries performed by contracted physician at separately contracted facility (\$7,000 - \$10,000)
- Analysis and advice related to SJVIA's existing agreement with Anthem to serve as its Administrative Services Organization (ASO) (\$7,000 - \$10,000)