

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.26
(ID # 17299)**

MEETING DATE:
Tuesday, October 19, 2021

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and Approve the Legal Services Agreement for Legal Counsel on the Gray Matter with Jackson Lewis P.C. for Two (2) years, and authorize the Chair of the Board to Sign the Agreement on behalf of the County. All Districts. [Total Two-Year cost \$350,000]; 100% Sheriff's Budget.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Legal Services Agreement for Legal Counsel on the Gray Matter with Jackson Lewis P.C. for a total amount of \$350,000 for two-years through October 25, 2022, and authorize the Chair of the Board to sign the Agreement on behalf of the County.


ACTION:Policy


Edward Delgado, Assistant Sheriff 9/30/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: October 19, 2021
xc: Sheriff

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 175,000	\$ 175,000	\$ 350,000	\$ 0
NET COUNTY COST	\$ 175,000	\$ 175,000	\$ 350,000	\$ 0
SOURCE OF FUNDS: 100% Sheriff's Budget			Budget Adjustment: No	
			For Fiscal Year: 21/22 – 22/23	

C.E.O. RECOMMENDATION: Approve

BR 22-021

PRV. AGN. REF.: 5/24/2016, # 3.25

BACKGROUND:

Summary

On April 28, 2016, Judge Virginia Phillips of the United States Court, Central District of California, granted the final settlement of Quinton Gray, et al. v. County of Riverside (EDCV13-0444 VP (OP)) (the "Gray Matter"), in which the Court stipulated that the Prison Law Office as plaintiffs' counsel will monitor compliance with the consent decree and remedial plan and will inspect the jails twice each year; thus, for case continuity purpose, due to the complexity and unique legal issues involved which require a heightened level of legal expertise, the Sheriff's Department is seeking the retention of legal services agreement with Jackson Lewis P.C. with Supervising Attorney Arthur K. Cunningham as the legal counsel representative for Riverside County in regards to the law and legal guidance for the "Gray Matter" and remedial plan for COVID-19. Mr. Arthur K. Cunningham has been the designated legal counsel since the inception of the Quinton Gray, et al. v. County of Riverside court case.

Impact on Residents and Businesses

Citizens in Riverside County can be confident that inmates in all County detention facilities under the direction of the Sheriff receive adequate health and behavioral health services.

Contract History and Price Reasonableness


Due to the nature of the complex and unique legal issues of the consent decree and remedial plan for the "Gray Matter", the Sheriff's Department is seeking to continue legal counsel services with Jackson Lewis P.C. with Supervising Attorney Arthur K. Cunningham as the legal counsel representative for two years through the end of October 25, 2022, for an annual amount of \$175,000 totaling \$350,000 for the service period.


Ordinance No. 459 allows for the selection of litigation services, including investigative and professional services, and retention of Board-approved special counsel necessary to assist County Counsel without seeking competitive bids, as these services are specialized.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

ATTACHMENTS:

Three (3) copies of the Legal Services Agreement with Jackson Lewis P.C.


Tina Grande, Director of Purchasing and Fleet Services 9/23/2021


Juan C. Perez, Chief Operating Officer 10/1/2021


Gregory V. Priapos, Director County Counsel 9/23/2021

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("Agreement") is entered into as of the date written below, and is made by and between the COUNTY OF RIVERSIDE, on behalf of the Sheriff's Department, a political subdivision of the State of California, hereinafter "COUNTY", and Jackson Lewis P.C., a Pennsylvania corporation, hereinafter "ATTORNEY". The Parties hereto agree as follows:

1. TERM OF AGREEMENT. This Agreement shall commence on October 26, 2020 through October 25, 2022, or completion of the last work assignment, whichever occurs first, unless sooner terminated. The Parties may extend the Term of this Agreement by written amendment.

2. LEGAL SERVICES. ATTORNEY shall provide legal counsel and services as further described herein and are necessary due to the complexity and unique legal issues involved which require a heightened level of legal expertise. ATTORNEY legal representation shall include representation of County in connection with correctional litigation, arising out of *Quinton Gray, et al. v. County of Riverside* (EDCV13-0444 VAP (OP)) (the "Gray Matter"), including but not limited to:

(a) Review of the law and legal guidance in regard to the Gray Matter and the remedial plan for COVID-19; representation in negotiations, mediation and proceedings in District Court concerning the Gray Matter and the remedial plan for COVID-19;

(b) Attend meetings or hearings concerning the foregoing upon request.

3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this Agreement will be Arthur K. Cunningham. The Supervising Attorney shall have full authority to act for ATTORNEY on all matters encompassed by this Agreement and shall be fully responsible for the quality of the work produced. Support attorneys and paralegals shall be designated by the Supervising Attorney. Any changes or substitution of the Supervising Attorney must have the express written approval of the COUNTY.

Upon execution of this Agreement, the Supervising Attorney shall provide to COUNTY the names of other professionals (senior partners, junior partners, associates, paralegals, etc.) who will assist in the provision of services under this Agreement. The Supervising Attorney shall also specify the functions to be performed by each professional and shall ensure that services are performed by the level of personnel qualified to perform the service. Any change in personnel assignments shall be made only upon telephonic or written notice to, and written consent by, COUNTY. COUNTY retains the right to approve or disapprove any and all attorney assignments.

4. PROFESSIONAL CONFLICT OF INTEREST. ATTORNEY represents and warrants that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by ATTORNEY, or shall have any direct or indirect financial interest in this Agreement.

Anyone who is a former employee of County at the time of execution of this Agreement or who subsequently becomes affiliated with ATTORNEY in any capacity (employee, associate or partner) shall not: (i) participate in the services provided by ATTORNEY to County; or (ii) become a partner, shareholder or otherwise share in the profits of ATTORNEY for a period of one year from the date the former County employee left County employment.

The ATTORNEY has conducted a conflict of interest check prior to appointment under this Legal Services Agreement. Since it is possible that some of the ATTORNEY's present or future clients will have disputes with COUNTY during the time that ATTORNEY are representing the COUNTY, COUNTY and ATTORNEY agree that should the situation arise where a new or existing client engages ATTORNEY in any matter adverse to COUNTY, or in which COUNTY's interest may be adversely affected, ATTORNEY will advise and request a waiver from COUNTY in writing. Upon receipt of such notice and request, COUNTY may determine that the conflict can be waived or may determine that it is in the COUNTY's best interest to terminate the services of ATTORNEY. Should COUNTY determine that it is best to terminate the services of ATTORNEY, COUNTY will notify ATTORNEY in writing of such decision and termination shall take effect upon the date indicated in the notice. ATTORNEY may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from COUNTY.

5. TERMINATION. Services performed under this Agreement may be terminated by COUNTY in whole or in part, at any time that COUNTY determines to be in its best interest. COUNTY shall terminate services by delivering to ATTORNEY a written Termination Notice executed by COUNTY and specifying the extent to which services are terminated and the effective termination date.

After receiving a Termination Notice, and unless otherwise directed by COUNTY, ATTORNEY shall: (i) take all steps necessary to stop services on the date and to the extent specified in the Termination Notice; and (ii) submit billing for all services performed to date of Termination Notice within thirty (30) days from the effective termination date.

ATTORNEY shall promptly submit a brief report advising of the status of all matters, including any unresolved matters being handled by ATTORNEY for COUNTY. ATTORNEY shall give COUNTY copies or originals, as appropriate of all files and attorney work product for all matters on which it has been working. This includes any computerized index, computer programs and document retrieval system created or used for these matters.

ATTORNEY also reserves the right to withdraw at any time to the fullest extent permitted by the applicable ethical rules. Any termination of ATTORNEY representation of the COUNTY would be subject to such approval as may be required from any court(s) in which ATTORNEY is appearing on the COUNTY's behalf. In the event of termination by either party, fees and costs for work performed prior to termination will still be payable as provided for in this Agreement.

Following any termination of representation, client files will be released only following delivery to the ATTORNEY of a signed release letter containing appropriate directions and an acknowledgment of the obligation to pay outstanding fees. The COUNTY will be charged for the reasonable costs of retrieval, assembly, copying, processing, and transfer of all files or materials, including Electronically Stored Information ("ESI").

Upon termination of representation, the ATTORNEY reserves the right to maintain the COUNTY's legal file in electronic format only.

6. COMPENSATION. The total amount of compensation paid to ATTORNEY under the terms of this Agreement shall not exceed One Hundred Seventy-Five Thousand Even Dollars (\$175,000) annually. This amount may be amended by the parties to this Agreement, provided a written amendment is executed by both parties prior to performance of any additional services. A written amendment shall be a condition precedent to any obligation for payment by COUNTY

beyond the approved compensation. ATTORNEY shall notify the COUNTY immediately in writing when ATTORNEY have expended seventy-five percent (75%) of the total compensation.

COUNTY shall pay ATTORNEY at the following hourly rates for services rendered:
Legal Professional Special Project Rates

Attorneys	\$345
Paralegal	\$145

7. EXPENSES. COUNTY shall reimburse ATTORNEY for their actual out-of-pocket expenses but without any additional costs for having advanced the funds or for expenses generally considered as overhead already reflected in the ATTORNEY' hourly rate.

Reimbursable ordinary expenses shall include but not be limited to: (i) postage; (ii) courier service; (iii) title reports; (iv) in-house photocopies of documents; (iv) long distance phone calls; and (v) travel outside of Riverside County; provided however, that no single expenditure shall exceed \$500 without the prior consent of the COUNTY.

Reimbursable extraordinary expenses shall include charges for which ATTORNEY have obtained prior approval of COUNTY, and shall include, but not be limited to: (i) retaining consultants; (ii) travel outside the County of Riverside; (iii) investigative services; (iv) and any expense item exceeding Five Hundred Dollars (\$500.00).

Non-reimbursable expenses shall include, but not be limited to: (i) staff time or overtime for performing secretarial, clerical, or word processing functions; (ii) charges for the time spent to provide necessary information for COUNTY'S audits or billing inquiries; (iii) charges for work performed which had not been authorized by COUNTY; (iv) mileage or travel expenses from the regular office of ATTORNEY to COUNTY.

8. PAYMENT. ATTORNEY shall submit its billing statement monthly, in arrears, no later than the last day of the month following the month(s) for which services were rendered. The original billing statement(s) and one copy shall be submitted to:

RIVERSIDE SHERIFF'S DEPARTMENT
Attn: Claudia Preciado-Arroyo
Email: cpreciad@riversidesheriff.org
4095 Lemon Street
Riverside, CA 92501
(951) 955-2400

With a copy to:

Misha Graves, Chief Deputy
Email: mgraves@riversidesheriff.org

The Supervising Attorney shall certify that the work referenced in each billing statement was performed and each billing statement shall be itemized to include (i) staffing level(s), hourly rates and specific activities for each attorney and/or paralegal; (ii) a listing of each activity as a line item in a time reporting format acceptable to COUNTY with a detailed description of specific activities for each attorney and/or paralegal; (iii) total current period fees and total cumulative

fees billed for each staffing level; and (iv) current period expenses and total cumulative expenses billed in itemized categories, including all invoices for disbursements paid to others. Invoices submitted by ATTORNEY will be reviewed by the Office of County Counsel and forwarded to the Sheriff's Department for payment.

ATTORNEY shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. ATTORNEY shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and ATTORNEY.

COUNTY shall make payment(s) for services rendered under this Agreement monthly in arrears based on itemized billing statement(s) submitted by ATTORNEY. Payments shall be made by COUNTY within thirty (30) days of receipt of billing statements from ATTORNEY. COUNTY shall not pay interest or finance charges on any outstanding balance(s).

9. UNAVAILABILITY OF FUNDS. When funds are not appropriated or otherwise made available in any Fiscal Year, this Agreement shall be terminated by COUNTY upon immediate notice to ATTORNEY. ATTORNEY shall be reimbursed for services performed and covered under the terms of this Agreement.

10. INTENTIONALLY DELETED.

11. CONFIDENTIALITY. ATTORNEY shall maintain the confidentiality of all information that it may acquire, arising out of or connected with, its provision of services under this Agreement in accordance with all applicable Federal, State and County laws, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. ATTORNEY shall inform all personnel providing services hereunder of the confidentiality provisions of this Agreement. Further, the parties agree that it is appropriate for us to use fax machines and email in the course of ATTORNEY's representation without any encryption or other special protections. These confidentiality obligations shall survive the termination or expiration of this Agreement.

12. COMMUNICATIONS WITH COUNTY. ATTORNEY recognize that their relationship with COUNTY and its agents, employees, officers and/or representatives is subject to the attorney-client privilege and that any information acquired during the term of this Agreement from or through COUNTY is confidential and privileged. ATTORNEY warrant that they shall not disclose or use in any manner whatsoever any of the information from COUNTY and its officers, employees and agents in connection with said relationships or proceedings. ATTORNEY understand that the Office of County Counsel is the empowered legal representative of COUNTY and its officers and employees and ATTORNEY shall not without specific direction from the Office of County Counsel communicate with, advise or represent the COUNTY'S legislative body or appointive bodies.

13. LICENSES. ATTORNEY, its employees, agents, contractors and subcontractors shall maintain professional licenses required by the laws of the State of California at all times while performing services under this agreement.

14. INTENTIONALLY DELETED.

15. REQUIRED INSURANCE. Without limiting or diminishing ATTORNEY'S obligation to indemnify or hold COUNTY harmless, ATTORNEY shall procure and maintain or cause to be maintained, at their sole cost and expense, the following insurance coverage during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation: If ATTORNEY have employees as defined by the State of California, ATTORNEY shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000.00 per person per accident. The policy shall be endorsed to waive subrogation in favor of COUNTY.

B. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of ATTORNEY performance of its obligations hereunder. Policy shall name COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then ATTORNEY shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as Additional Insured.

D. Professional Liability: ATTORNEY shall maintain Professional Liability Insurance providing coverage for ATTORNEY' performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. If ATTORNEY' Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and ATTORNEY shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a date retroactive to the date of or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that ATTORNEY have maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.

E. General Insurance Provisions – All Lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for the specific insurer and only for one policy term.

- 2) ATTORNEY must declare its insurance self-insured retention for each coverage required herein. If such self-insured retention(s) exceed \$500,000.00 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured retentions which are deemed unacceptable to the COUNTY, at the election of the County's Risk Manager, ATTORNEY' carriers shall either 1) reduce or eliminate such self-insured retentions with respect to this Agreement with COUNTY or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
- 3) ATTORNEY shall cause their insurance carrier(s) to furnish COUNTY with 1) a properly executed original Certificate(s) of insurance and certified copies of endorsements effecting coverage as required herein and, 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice be given to COUNTY prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. ATTORNEY shall not commence operations until COUNTY has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- 4) It is understood and agreed by the parties hereto and ATTORNEY's insurance shall be construed as primary insurance and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- 5) If during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the ATTORNEY has become inadequate.
- 6) The ATTORNEY shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

- 7) ATTORNEY agree to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

16. INDEMNIFICATION. ATTORNEY shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any services of ATTORNEY, its officers employees, subcontractors, agents or representatives, arising out of or in any way relating to this Agreement, including but not limited to, property damage, bodily injury, or death, or any other element of any kind or nature whatsoever arising from the performance of legal services as described herein by ATTORNEY, its officers, employees, subcontractors, agents or representatives. ATTORNEY shall defend at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such services and performance.

With respect to any action or claim subject to indemnification herein by ATTORNEY, ATTORNEY shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes ATTORNEY's indemnification to Indemnitees as set forth herein.

ATTORNEY's obligation hereunder shall be satisfied when ATTORNEY has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe ATTORNEY's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

17. DOCUMENT RETENTION. COUNTY acknowledges and agrees that document retention is critical for the defense of a matter. Accordingly, COUNTY shall immediately suspend any document retention/destruction policy and put in place a "Litigation Hold." This Litigation Hold is designed to ensure that relevant electronic evidence is preserved and not destroyed, altered, modified, disposed of, or in any way compromised. Therefore, any individuals who may have relevant information or documents related to a matter must comply with this litigation hold. The foregoing shall apply to all paper documents and ESI related to the claim; ESI includes, but is not limited to, the following: e-mails, text messages and other electronic communications, word processing files, spreadsheets, PowerPoints, photos and other images, SharePoint, voicemail, databases, data files and archive files, regardless of whether the information is contained on servers, laptop and desktop computers, back-up tapes, home and personal computers, cloud storage systems, or portable ESI storage devices such as iPhones, Android phones, Blackberries and other smart phones, iPads, iPods, thumb drives, CD's, DVD's, and portable hard drives. This will likely include any and all relevant surveillance tapes and recordings.

18. Dispute Resolution.

A. In the event of a dispute arising under or relating to this agreement, or the breach of this agreement, the parties agree to negotiate with each other in good faith and, recognizing their mutual interests, to use their best efforts to reach a fair and equitable solution

satisfactory to both parties. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Prior to the filing of any legal action or other proceeding related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

B. State Bar Fee Arbitration

Notwithstanding subparagraph A above, in any dispute subject to the jurisdiction of the State of California over attorneys' fees, charges, costs or expenses, the County has the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of California, as set forth in California Business & Professions Code Section 6200, et seq. Those procedures permit a trial after arbitration, unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award.

19. NOTICES. Any and all notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to the COUNTY or ATTORNEY at the following addresses below, or at any other address COUNTY or ATTORNEY shall provide in writing to each other:

Arthur K. Cunningham
Jackson Lewis P.C.
200 Spectrum Center Drive
Suite 500
Irvine, CA 92618

20. ASSIGNMENT. No part of this Agreement or any right or obligation arising from it is assignable without the written consent of COUNTY. Any attempt by ATTORNEY to assign or subcontract services relating to this Agreement without the consent of COUNTY shall constitute a material breach of this Agreement. However, ATTORNEY may retain consultants and experts as ATTORNEY deem appropriate after receiving the written approval of COUNTY.

21. NON-DISCRIMINATION. In the performance of the terms of this Agreement, ATTORNEY shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

22. COMPLETE AGREEMENT. This Agreement shall constitute the complete and exclusive statement of understanding between COUNTY and ATTORNEY which supersedes all previous written or oral agreements, and all prior communications between COUNTY and ATTORNEY relating to the subject matter of this Agreement.

COUNTY OF RIVERSIDE

Dated: OCT 19 2021

By: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

ATTEST:
Kecia R. Harper, Clerk of the Board

[Signature]
Deputy

APPROVED AS TO FORM
Gregory P. Priamos, County Counsel

[Signature]
Lisa Sanchez
Deputy County Counsel

JACKSON LEWIS P.C.

Dated: _____

By: [Signature]

Name: Nicole Shaffer
Title: Principal