

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
LEGAL SERVICES OF NORTHERN CALIFORNIA**

This Memorandum of Understanding (MOU) is entered into this ____ day of _____, 2025, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Legal Services of Northern California, a California non-profit corporation, hereinafter referred to as “LSNC,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services (“DHHS”) – Public Health desires to help ensure access to low-cost legal services for clients of Public Health seeking support with housing, government and health benefits, and other civil legal issues; and

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. TERM:

This MOU shall begin upon execution by both parties and shall remain in full force and effect until June 30, 2027, unless sooner terminated as provided herein.

2. COUNTY RESPONSIBILITIES:

A. COUNTY agrees to refer Public Health clients for legal services.

3. LSNC RESPONSIBILITIES:

A. LSNC agrees to field referrals from COUNTY via email/phone; and

B. LSNC does not agree to accept every COUNTY referral. All referrals are screened for eligibility and office resource availability; and

C. LSNC has the sole discretion to accept or reject referrals and provide the appropriate level of services to accepted cases; and

D. LSNC understands that COUNTY shall have no obligation to provide any additional support to LSNC for any purposes.

4. TERMINATION:

A. Breach of Contract. If either party fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this MOU, or violates any ordinance, regulation, or other law applicable to its performance herein, this MOU may be terminated immediately, upon notice.

B. Termination Without Cause. COUNTY may terminate this MOU without cause upon thirty (30) days advance written notice which states the effective date of the termination.

C. Termination due to Insufficient Funding. COUNTY’s obligations under this MOU are contingent upon the availability of local, state, and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU

shall be terminated. COUNTY shall provide LSNC ten (10) days advance written notice of its intent to terminate this MOU due to insufficient funding.

5. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

- A. General Legal Requirements. LSNC agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this MOU.

6. INDEMNIFICATION:

LSNC shall hold harmless, defend, and indemnify COUNTY and its agents, officers, officials, employees, and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, LSNC's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

7. INSURANCE REQUIREMENTS:

- A. General Insurance Requirements. Without limiting the parties' indemnification obligations set forth herein, each party shall maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability, comprehensive automobile, workers' compensation, and professional liability insurance policies.
- B. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this MOU shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: Legal Services of Northern California
123 Third Street
Eureka, CA 95501

8. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state, and federal restrictions, limitations, or conditions that may affect the terms, conditions, or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

9. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this MOU, the parties agree to comply with the amended provision as of the effective date thereof.

10. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

11. AMENDMENT:

This MOU may be amended at any time during the term of this MOU upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the parties hereto.

12. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this MOU.

13. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

14. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. LSNC shall inform COUNTY of all requests for interviews by the media related to this MOU before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

15. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other MOUs in place between the parties hereto and the terms and conditions set forth in this MOU, the terms and conditions set forth herein shall have priority.

16. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

17. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this MOU.

18. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting

from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

19. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other MOUs, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in their entirety any and all prior MOUs, promises, representations, understandings, and negotiations between the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms of this MOU are hereby ratified.

20. COUNTERPART EXECUTION:

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same MOU. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.

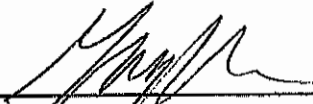
21. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

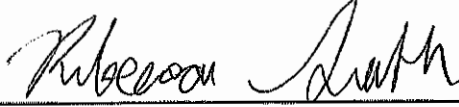
IN WITNESS WHEREOF, the parties have entered into this MOU as of the first date written above.

LEGAL SERVICES OF NORTHERN CALIFORNIA:

By:  Date: 4-28-25

Name: Gary F. Smith

Title: Executive Director

By:  Date: 4-28-25

Name: Rebecca Smith

Title: Managing Attorney - Eureka

COUNTY OF HUMBOLDT:

By: County of Humboldt signature on next page. Date: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have entered into this MOU as of the first date written above.

COUNTY OF HUMBOLDT:

By: _____ Date: _____
Sofia Pereira, Public Health Director
(Pursuant to the authority granted by the
County of Humboldt Board of Supervisors
on June __, 2025 [Item _-__])

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____
Risk Management