MEMORANDUM OF UNDERSTANDING between The City of Carson, California and

THE BRAILLE INSTITUTE OF AMERICA, INC.

The Braille Institute of America, Inc., whose principal place of business is located at 741 North Vermont Ave., Los Angeles, California, 90029 ("Braille Institute") and the City of Carson, California ("City") (collectively, "Parties" and/or individually, "Party"), wishing to provide free Low Vision services to the residents of the City of Carson who have low or no vision, agree to cooperate with each other under the terms of this Memorandum of Understanding ("MOU").

- 1. The area of cooperation will be between Braille Institute and the City of Carson. This MOU concerns the use of the Carson Community Center property by the Braille Institute.
- 2. The Parties intend to enter this MOU in order to cooperate and provide free Low Vision services to residents of the City of Carson living with low vision and no vision.
- 3. The Braille Institute will provide the following services under the terms of this MOU:
 - a. On the *second Tuesday* of each month, or as otherwise specified in a mutually agreed-upon schedule, Braille Institute's Low Vision Mobile Unit will come to the Carson Community Center and provide free Low Vision Consultations to those residents who qualify to receive such consultations. the Mobile Unit will park in the Carson Community Center parking lot for a period of six month beginning April 1, 2016 through December 31, 2016.
 - b. Beginning April 1, 2016 through December 31, 2016, every *Second Tuesday* of each month from *10:00am-11:30am*, Braille Institute will provide free Independent Living Skills classes at the Carson Community Center. Below is a description of the classes provided through Braille Institute's Community Outreach Program:

Orientation and Mobility Consultations

 As needed and requested by participants with this need, customized Orientation and Mobility Instruction provided by Orientation and Mobility Specialists to teach your clients how to safely get around their residence, neighborhood, and town using a white cane.

Library Services

• Clients who are blind, visually impaired, or physically disabled, or have a reading or learning disability are eligible to receive library services.

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Personal Connection (One on One customized service)

• One-on-one customized service at a convenient time to meet the immediate needs of an individual who is visually impaired or blind.

Kitchen Confidence

• Safety tips to be utilized in the kitchen such as organization and labeling, basic chopping, pouring and measuring skills, and healthy cooking tips.

Getting Around Town

- Basic an introduction to learning basic orientation and mobility information.
- Dining Out tips on how to learn various phone and computer applications that can assist you with menus, and restaurants in the area.
- Public Transportation learn about multiple forms of public transportation.

Staying Connected

- Basic introduction to magnifiers and lighting, library services, and writing templates.
- Low tech to high tech an introduction to an array of gadgets and gizmos.

The Business of Living

- Handling Your Money learn how to identify and separate paper and coin money, accessible banking, writing guides & papers, shopping & dining tips.
- All about You and Your home learn about organizing the different rooms of your home.

Looking Good: All About You

- Handling personal grooming tasks, learning techniques on how to organize and care for clothing, and anything pertaining to looking good and presentable in public.
- 4. The City will provide the following services under the terms of this MOU:
 - a. An allocated space every *second Tuesday* of the month at the Carson Community Center for a period of <u>6 months</u> between the following dates: April 1, 2016 through December 31, 2016
 - b. Allow the Mobile Unit to park in the Carson Community Center parking lot once per month in order to provide the services discussed above. The City retains full discretion to determine when and where the Mobile Unit may provide its services, but intends to follow any schedule the Parties mutually agreed upon.

- c. Provide one room at the Carson Community Center, in order to allow Braille Institute to provide free Independent Living Skill classes and workshops to our participants living with low vision or no vision.
- d. Provide one City Staff person to assist with logistical support of both the Mobile Unit services described in this MOU, as well as the classes and workshops described in this MOU. The City Staff person's role will include assisting with set up of the room at the Carson Community Center, as well as helping to ensure that the mobile location is safe.
- 5. Nothing in this MOU obligates either Party to supply or transfer funds to the other. If it should become necessary in the future for either party to transfer funds to the other, any such transfer of funds shall be outlined in a separate and mutually agreed upon written agreement.
- 6. Nothing in this MOU is intended to restrict the Parties from their involvement or participation with any other public or private individuals, agencies, or organizations.
- 7. This MOU becomes effective from the date when it has been signed by the official representatives of each of the Parties.
- 8. This MOU constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder. The Parties signing this MOU desire or intend that any implementing contract, license, or other agreement entered into between the Parties subsequent hereto shall not supersede or preempt any conflicting provision of this MOU whether written or oral, unless expressly stated in writing.
- 9. The term of this MOU shall be <u>eight months</u> from the time this MOU becomes effective, and may be extended upon mutual written agreement of the Parties. Notwithstanding the foregoing, the MOU may be cancelled by either party upon delivery of written notice to the other Party.
- 10. Indemnification: The Braille Institute shall indemnify, defend and hold harmless the City and its elected and appointed officers, employees, and agents from and against all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Braille Institute acts and/or omissions arising from and/or relating to this MOU. Such indemnification shall not cover any claim due to the sole negligence or willful misconduct of the City.
- 11. By signing this MOU all parties certify they have current insurance policies and maintain the following types and amounts of coverage: workers compensation, employers' liability and

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comprehensive general liability (including automobile liability) – minimum of \$1,000,000 per occurrence; \$2,000,000 aggregate.

12. This MOU shall not diminish the full autonomy of either Party, nor may any constraints be imposed by either upon the other. The exact nature, kind, amount, frequency, and timing of any of the aforementioned programs or services provided by Braille Institute are subject to availability as determined by Braille Institute in its sole and absolute discretion. No guarantee is made that any particular program or service will be provided hereunder.	
City of Carson	Date
Name and Title	
Braille Institute of America, Inc.	Date

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Name and Title