



## **MEMORANDUM OF UNDERSTANDING**

### **Educational Training Agreement**

This Memorandum of Understanding (MOU) is made on the 11th day of August, 2022, by Ventura County Community College District, Ventura College, at 4667 Telegraph Road, Ventura, California 93003 and Poco Farm, LLC, at 182 S., Lomita Ave., Ojai, CA 93023 (training site) for the purpose of achieving the various objectives relating to the students of the Veterinary Technology Program at Ventura College.

WHEREAS Ventura Community College and Poco Farm, LLC desire to enter into an agreement in which Ventura Community College and Poco Farm, LLC will work together to complete the Project;

WHEREAS Ventura Community College and Poco Farm, LLC are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangement that each of the partners agree are necessary to complete the Veterinary Technology Program required training.

#### **Purpose**

The purpose of the Memorandum is to provide the framework and training program requirements for any future binding contract regarding the Instruction of Students in the Veterinary Technician Program in handling, basic husbandry, restraint, giving oral and topical medications, drawing blood, giving medications by subcutaneous, intra-muscular and intravenous routes.

#### **Obligations of the Parties**

The Partners acknowledge that no contractual relationship is created between them by this Memorandum but agree to work together in the true spirit of partnership to ensure a successful relationship.

The training program shall be conducted with payment from Ventura College to Poco Farm, LLC of \$100 for each student visit during the training program. There will be no monetary payment to any student participating in the program. Ventura College shall ensure that all students understand they will not be compensated in their trainee roles.

### **Cooperation**

The activities and services for the Project shall include, but not limited to:

1. Services and Resources to be rendered by Ventura College include:
  - a. Provide hands-on instruction and training.
  - b. Maintain responsibility for supervision and control of students.
  - c. Complete records necessary to evaluate performance, conduct and verification of the student's participation.
  - d. Take pictures and videos as required for accreditation.
  - e. Students shall be responsible for their own transportation to and from the Site and be required to sign a transportation waiver.
  - f. Notify Poco Farm, LLC of its requested schedule of student assignments.
  - g. Responsible for providing insurance for students that may be injured due to an incident at the training site.
  - h. Lead goats with collars and leashes
  - i. Perform physical exam on goats.
  - j. General restraint on goats.
  - k. Administer intra-muscular and sub-cutaneous medications.
  - l. Administer intravenous medications.
  - m. Perform jugular venipuncture.
  - n. Apply topical medication.
  - o. Give oral medication using a dose syringe.
  
2. Services and Resources to be rendered at Poco Farm, LLC include:
  - a. Provide facilities and animals for instruction.
  - b. Provide bathrooms.
  - c. Permit only authorized instructors and students enrolled in the program access to the training site as appropriate and necessary for the program, as scheduled by both Parties.
  - d. Shall be reasonably flexible in scheduling hours.
  - e. Provide appropriate halters and leads.

### **Liability**

No liability will arise or be assumed between the Partners as a result of this Memorandum.

## **Hold Harmless, Acts of Negligence and Willful Misconduct**

Poco Farm, LLC agrees to defend, indemnify and hold the College, its officers, directors, or employees harmless for any and all third-party claims, damages, lawsuits and expenses (including attorneys' fees) against the College resulting from omissions or acts of negligence or willful misconduct committed by Poco Farm, LLC, any of Poco Farm, LLC agents, officers, servants or employees. The College agrees to defend, indemnify and hold harmless Poco Farm, LLC, its officers, directors and employees for any and all third-party claims, damages, lawsuits and expenses (including attorney's fees) against Poco Farm, LLC resulting from omissions or acts of negligence or willful misconduct committed by the College, any of the College's agents, officers, faculty, students, other students or employees.

## **Insurance**

Both parties, at its sole cost and expense, will obtain and maintain in full force during the term of this MOU, the following types of insurance:

Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL), bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal disability.

Workers Compensation coverage, in full compliance with the California statutory requirements, for all employees and Employers Liability in the minimum amount of \$1,000,000.

Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$1,000,000 aggregate.

Each party agrees to provide the following insurance documents on or before the effective date of this MOU:

1. Certificates of Insurance for all required coverage.
2. Additional insured endorsements.

## **Animal Injury**

Ventura Community College is responsible for veterinary care needed for an injury to an animal incurred while students are participating in a scheduled class at Poco Farm, LLC, if the injury is caused by fault of student or Ventura College employee, and not an unsafe condition of Poco Farm, LLC or their employees act or care for an animal. The maximum allowable care paid by Ventura College or their insurance company will not exceed \$10,000.

## **Rabies Vaccination**

The training site agrees to have all animals that will have contact with Ventura College Veterinary Technology students be rabies vaccinated as well as provide proof of vaccination. The medical record will document the name of facility, date vaccinated, holding period (28 days post vaccine), location and handling procedures during the hold. If animals are not currently rabies vaccinated, the training site permits the Ventura College Veterinary Program to vaccinate the participating animals.

## **Term**

The arrangements made by the Parties by this Memorandum shall remain in place beginning August 11, 2022 through December 31, 2027. The term can be extended only by agreement of all the Partners.

## **Amendment**

This Memorandum may be amended or supplemented in writing, if the writing is signed by the partners obligated under this Memorandum.

## **Understanding**

It is mutually agreed upon and understood by and among the Parties of the Memorandum that:

- Each Party will work together in a coordinated fashion for the fulfillment of the training program.
- To the extent possible, each Party will participate in the development of the program.
- Nothing in this memorandum shall obligate any Partner to the transfer of funds.
- This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- This Memorandum will be effective upon the signature of both Parties.
- Any Partner may terminate its participation in the Memorandum by providing written notice to the other Partner with a 60-day notice.

**Signatories**

Ventura College

Signature: *Kimberly Hoffmans*

Date: Aug 17, 2022

Print name: Kimberly Hoffmans

Title: Ventura College President

Ventura County Community College District

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print name: David El Fattal

Title: Vice Chancellor Business & Administrative Services

Poco Farm, LLC

Signature: *Grace B Malloy*  
Grace B Malloy (Aug 11, 2022 11:11 PDT)

8/11/22  
Date: \_\_\_\_\_

Print Name: Grace B Malloy

Title: Owner