



# CITY OF MOORPARK

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## OFFICE OF THE MAYOR

RECEIVED

JUL 24 2019

July 22, 2019

Ventura County  
Grand Jury

Honorable Kent M. Kellegrew  
Presiding Judge of the Superior Court  
County of Ventura  
800 South Victoria Avenue  
Ventura, CA 93009

RE: Response to Grand Jury Final Report – Youth Sports and Public Liability dated April 17, 2019

Dear Judge Kellegrew:

On behalf of the Moorpark City Council, I respectfully attach the City of Moorpark's response to the above referenced Ventura County Grand Jury Final Report findings and recommendations as required by the Grand Jury. The response was approved by the City Council at its July 17, 2019, regular meeting. Thank you for the opportunity to respond to these Grand Jury reports.

Sincerely,

Janice S. Parvin  
Mayor

Attachment

c: Kathleen Diamond, Grand Jury Foreperson 2018-2019

e: Honorable City Council  
Troy Brown, City Manager  
Captain Victor Fazio  
Deborah Traffenstedt, Assistant City Manager  
Ky Spangler, City Clerk

## Response to Grand Jury Report Form

Report Title: Youth Sports and Public Liability

Report Date: April 17, 2019

Response by: Janice Parvin Title: Mayor, City of Moorpark

### FINDINGS / CONCLUSIONS

- I (we) agree with the findings / conclusions numbered: FA-01, FA-02, FA-03, FA-04, C-01
- I (we) disagree wholly or partially with the Findings / Conclusions numbered:  
FA-05, FA-06, C-02, C-03  
(Attach a statement specifying any portions of the Findings / Conclusions that are disputed; include an explanation of the reasons.)

### RECOMMENDATIONS

- Recommendations numbered R-03 have been implemented.  
(Attach a summary describing the implemented actions and date completed.)
- Recommendations number \_\_\_\_\_ have not yet been implemented, but will be implemented in the future.  
(Attach a time frame for the implementation.)
- Recommendations numbered \_\_\_\_\_ require further analysis.
- Recommendations numbered R-01, R-02 will not be implemented because they are not warranted or are not reasonable.

Date: 7/22/2019

Signed: Janice Parvin

Number of pages attached: 02

The City agrees with the findings/conclusions numbered: FA-01, FA-02, FA-03, FA-04, and C-01 to the extent applicable to the City of Moorpark.

The City disagrees wholly or partially with the findings/conclusions numbered: FA-05, FA-06, C-02, and C-03, to the extent applicable to the City of Moorpark.

- **Fact FA-05:** The City requires proof of general liability insurance from non-affiliated sports leagues that rent city sports fields for organized games. The insurance is intended to cover claims involving bodily injury, personal injury, death, or property damage. Such insurance could cover concussion-related injury claims. The City does not require proof of general liability insurance, or other insurance policies, from non-affiliated sports leagues that merely rent a City sports field for practices or other non-game purposes. The City does not require specific sexual abuse or molestation insurance from sports leagues, except for those that have executed an agreement with the City for exclusive use of City sports fields during designated periods of time.
- **Fact FA-06:** The City is not in a position to comment on whether Ventura County's cities and districts maintain insurance programs that vary greatly with respect to the types of insurance and coverage amounts. With respect to the City of Moorpark, the City has confirmed with its insurance provider, the California Joint Powers Insurance Authority (CJPIA), that the City's liability coverage does not specifically exclude claims arising from competitive sports or sports practices. The City believes that its insurance coverage with the CJPIA is sufficient and appropriate regarding coverage related to sports and use of the City's fields.
- **Conclusion C-01:** The City generally agrees that the City does not require non-affiliated sports leagues to provide proof to the City of their compliance with California Law (California Health & Safety Code Section 124235) regarding protection against concussion-related injuries. The City also generally agrees that the City does not require proof from non-affiliated sports leagues that procedures for preventing and reporting child physical and sexual abuse are in place within their organizations.

**Conclusion C-02:** The City generally does not require proof of parental waivers, and only requires general liability insurance from non-affiliated sports leagues that rent City sports fields for organized games. The City disagrees that these actions are necessary to protect against legal actions that could jeopardize the City's monetary resources. The Government Claims Act (Cal. Gov. Code Sections 810 et seq.) immunizes the City from money damages arising out of certain policy decisions and activities. The City notes that the discretionary immunities provided by Government Code Sections 820.2 (immunity from policy decisions) and 818.2 (immunity from failure to adopt a law or enactment) would cover many types of claims arising out of the City's decision to rent City sports fields to non-affiliated sports leagues. In addition, the immunity applicable to hazardous recreational activities (Cal. Gov. Code Section 831.7) applies to many types of body contact sports, including but not limited to, football and basketball, and would likely address concussion-related injuries arising out of those sports.

As a policy matter, the City wishes to encourage youth participation in recreational activities. The City seeks to balance the regulatory burdens placed on recreational activities, which might

limit those resources, against the benefit to the City of protecting itself from liability when state law immunities have been developed to address those claims.

- **Conclusion C-03:** The City disagrees that it is underinsured with respect to the type of coverage and coverage amounts to sufficiently protect itself from litigation arising from the conduct of youth sports on City property. As stated in its response to Conclusion C-02, the City believes that the Government Claims Act immunizes the City from many types of liability associated with its decision to rent City sports fields to non-affiliated sports leagues and the City's decision to require or not require the non-affiliated sports leagues to have specific types of insurance coverage and to comply with concussion-related laws. In addition, the City believes that its forms of insurance are, and have been, sufficient to cover such potential liability exposure.
- **Recommendation R-01.** This recommendation, which requires proof from non-affiliated sports leagues that they comply with California law regarding concussion-related sports injuries, that they have child physical or sexual abuse prevention and reporting procedures in place, as a condition of the use of City recreational facilities for practice or play will not be implemented. The City believes that the regulatory burden that this requirement would place on the City is not warranted in light of the Government Code immunities provided to cities in these matters.
- **Recommendation R-02:** This recommendation, relating to evidence of insurance coverage, will not be implemented. As stated in its response to Conclusion C-02 and C-03, the City believes that the Government Claims Act immunizes the City from many types of liability associated with its decision to rent City sports fields to non-affiliated sports leagues and the City's decision to require or not require the non-affiliated sports leagues to have specific types of insurance coverage and to comply with concussion-related laws. The portion of this recommendation related to the City requiring proof of adequate parental waivers from participants will also not be implemented because the regulatory burden that this requirement would place on the City is not warranted in light of the Government Code immunities provided to cities in these matters.
- **Recommendation R-03:** The City has reviewed its own insurance coverage in light of the Grand Jury report and the applicable Government Code immunities and believes that it has adequate coverage as described in Fact FA-06.