

## Response to Grand Jury Report Form

Report Title: Youth Sports and Public Liability

RECEIVED

Report Date: April 17, 2019

JUL 24 2019

Response by: Mary Otten Title: General Manager

Ventura County  
Grand Jury

### FINDINGS / CONCLUSIONS

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

### RECOMMENDATIONS

- Recommendations numbered \_\_\_\_\_ have been implemented.  
(Attach a summary describing the implemented actions and date completed.)
- Recommendations number R-04 have not yet been implemented but will be implemented in the future.  
(Attach a time frame for the implementation.) See attached for Districts current and planned compliance with the items listed within the recommendations.
- Recommendations numbered \_\_\_\_\_ require further analysis.
- Recommendations numbered R-01, R-02, R-03 will not be implemented because they are not warranted or are not reasonable.

Date: 7/19/19

Signed: Mary Otten

Number of pages attached: 5 pages



# Pleasant Valley Recreation and Park District

1605 E. Burnley St., Camarillo, CA 93010  
Phone: (805) 482-1996 Fax: (805) 482-3468 [www.pvrpd.org](http://www.pvrpd.org)

---

**BOARD OF DIRECTORS**  
ROBERT KELLEY  
ELAINE MAGNER  
MIKE MISHLER  
NEAL DIXON  
MARK MALLOY

**GENERAL MANAGER**  
Mary Otten

July 19, 2019

Grand Jury  
County of Ventura  
800 South Victoria Avenue  
Ventura, CA 93009

Re: Youth Sports and Public Liability

Dear Grand Jury:

As required, Pleasant Valley Recreation and Park District has attached its response to the findings and recommendation of the Ventura Grand Jury report.

Thank you for the opportunity to respond to this Grand Jury Report. The District appreciates the important role that the Grand Jury serves.

Sincerely,

Mary Otten  
General Manager  
Pleasant Valley Recreation and Park District

Cc: Foreperson, Ventura County Grand Jury  
800 S, Victoria Avenue  
Ventura, CA 93009

## Response to Grand Jury Report

Report Title: Youth Sports and Public Liability

Response by: Pleasant Valley Recreation and Park District

### Conclusions

**C-01.** The Grand Jury concluded that most cities and Districts in the County allow non-affiliated sports leagues to use their facilities to practice or play. However, they do not require proof of compliance with California law regarding protection against concussion-related injuries from these leagues. They also do not require proof that procedures for preventing and reporting child physical or sexual abuse are in place.

Agree Conclusion C-1 that the Pleasant Valley Recreation and Park District (PVRPD) does not require proof of compliance with California law (from non-affiliated sports leagues and rentals) with respect to California law related to concussion-related injuries from participation in such leagues. Nor does PVRPD require proof that such non-affiliated sports leagues have adopted procedures for preventing and reporting child physical or sexual abuse.

Disagree Sports leagues operated or affiliated with Pleasant Valley Recreation and Park District do comply with AB 2007 and submit a letter confirming they are in compliance with this law. These organizations are also required to fingerprint and/or perform adequate background screening in accordance with all relevant laws.

**C-02.** The Grand Jury concluded that cities and Districts do not require proof of adequate parental waivers and insurance coverage from non-affiliated sports leagues to protect against legal action that could jeopardize public monetary resources.

Agree Conclusion C-02 that the PVRPD does not require proof of parental waivers from non-affiliated sports leagues.

Disagree PVRPD disagrees with the portion of the conclusion that suggests PVRPD does not require proof of insurance coverage. PVRPD not only requires proof of insurance coverage when someone rents (gets a permit) a field, but also requires the third party indemnify the District in the event of a loss (obtains a certificate

of insurance with an additional insured endorsement naming PVRPD including PVRPD's directors, officers, agents and employees as additional insureds) for affiliated sports leagues, non-affiliated sports leagues, private instruction, all runs/walks/cycling/parades/events, as well as vendors, special events, and events with more than 300 attendees. Currently, the insurance requirement for third party users, require the user to maintain sufficient insurance up to \$1 Million per occurrence as well as name the District, its officers, officials, employees, and volunteers be named as additional insured.

**C-03.** The Grand Jury concluded that cities and Districts are underinsured with respect to the type of coverage and coverage amounts to sufficiently protect them from litigation arising from the conduct of youth sports on city or district property.

Disagree PVRPD disagrees that it is underinsured with respect to the type of coverage and coverage amounts for risks associated with the issuance of permits and facility rentals to affiliated and non-affiliated sports organizations to conduct youth sports on district property. PVRPD is a member district of a joint-powers authority called the California Association of Park and Recreation Indemnity (CAPRI), a government insurance pool with approximately 70 other recreation and park district members. Additionally, PVRPD also requires proof of insurance coverage when someone rents (obtains a permit) a field, PVRPD also requires the third party indemnify the District in the event of a loss (obtains a certificate of insurance with an additional insured endorsement including PVRPD's directors, officers, agents and employees as additional insureds) for affiliated sports leagues, non-affiliated sports leagues, private instruction, all runs/walks/cycling/parades/events, as well as vendors, special events, and events with more than 300 attendees. Currently, the insurance requirement for third party users, require the user to maintain sufficient insurance up to \$1 Million per occurrence as well as name the District, its officers, officials, employees, and volunteers be named as additional insured.

**Recommendations:**

**R-01. The Grand Jury recommends that all cities and District require proof from non-affiliated sports leagues that they are in compliance with California law regarding concussion-related sports injuries and that they have child physical or sexual abuse prevention and reporting procedures in place as a condition of the use of public facilities for practice or play. (C-01)**

Recommendation number R-01 will not be implemented because it is not warranted (is not legally required by California and Federal law). PVRPD merely provides access and use of facilities to non-affiliated sports leagues (as well as churches, businesses, organizations and individuals in exchange for monetary consideration.

PVRPD does not warrant the quality of the programs nor competency of the individuals of organizations (including non-affiliated sports leagues) that seek a permit to use PVRPD facilities.

The Pleasant Valley Recreation and Park District Board does approve an MOU with specific Community Service Organizations which perform a service for the benefit of the public however; the activities are not part of the "District" programs/classes and are run independently. In these select incidences the District does require the Community Service Organizations follow AB 2007 and provide fingerprint and/or perform adequate background screening for all coaches/volunteers associated with the Organization as required by all applicable laws.

When PVRPD does conduct its own, in-house, adult or youth amateur sports leagues, competitions, training, camps, or clubs it does and will continue to comply with the law regarding concussion-related sports injuries and child physical or sexual abuse prevention and reporting procedures for its employees. In addition, this recommendation is not reasonable in as much as it will cost additional unfunded staff time to verify non-affiliated sports leagues are in compliance with the relevant California and Federal laws.

Should PVRPD voluntarily undertake the duty to establish proof that non-affiliated sports leagues are in compliance with such laws, then PVRPD may expose itself to more liability than the status quo of "buyer beware" for parents turning their kids over to sports league operators. For example, should PVRPD determine, in error, that a non-affiliated sports league is in compliance with respect to concussion training or physical or sexual abuse training and reporting requirements and a child is harmed, then that error may expose the District to more potential liability than status quo.

**R-02. The Grand Jury recommends that all cities and Districts require proof of adequate parental waivers from participants and sufficient insurance coverage from non-affiliated sports leagues as a condition of the use of public facilities for practice or play. (C-02)**

Recommendation number R-02 will not be implemented because it is not warranted (is not legally required). PVRPD merely provides access and use of facilities to non-affiliated sports leagues (as well as churches, businesses, organizations and individuals.) in exchange for monetary consideration. When PVRPD does conduct its own adult or youth amateur sports competitions, training, camps, or clubs PVRPD does and will continue to obtain waivers from participants. PVRPD believes that it does have sufficient insurance coverage from affiliated and non-affiliated sports leagues as a condition of the use of public facilities for practice or play in as much as it obtains certificates of insurance from non-affiliated sports leagues and maintains its own insurance via CAPRI (an insurance pool). Additionally, PVRPD also requires proof of insurance coverage when someone rents (obtains a permit) a field, PVRPD also requires the third party indemnify the District in the event of a loss (obtains a certificate of

insurance with an additional insured endorsement naming PVRPD; including PVRPD's directors, officers, agents and employees as additional insureds) for affiliated sports leagues, non-affiliated sports leagues, private instruction, all runs/walks/cycling/parades/events, as well as vendors, special events, and events with more than 300 attendees. Currently, the insurance requirement for third party users, require the user to maintain sufficient insurance up to \$1 Million per occurrence as well as name the District, its officers, officials, employees, and volunteers be named as additional insured. In addition, this recommendation is not reasonable in as much as it will cost additional unfunded staff time to obtain proof of adequate parental waivers from all participants of non-affiliated sports leagues.

**R-03. The Grand Jury recommends that all cities and Districts review their own insurance coverage to ensure that they are adequately protected with respect to potential claims arising from the conduct of youth sports on city or district property. (C-03)**

Recommendation number R-03 has been implemented in that the General Manager has reviewed PVRPD's insurance Memorandum of Coverage and has spoken with the Executive Director of its insurance pool, CAPRI to ensure that PVRPD is adequately protected with respect to potential claims arising from the conduct of youth sports on PVRPD property. Currently, the insurance requirement for third party users, require the user to maintain sufficient insurance up to \$1 Million per occurrence as well as name the District, its officers, officials, employees, and volunteers be named as additional insured.