

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO: The Honorable City Council**

**FROM: Steven Kueny, City Manager** 

**DATE: November 28, 2007 (CC Meeting of December 5, 2007)**

**SUBJECT: Consider Addendum to Agreement for County to Perform Police Oversight Services and Functions for the City of Moorpark (Addendum)**

**BACKGROUND**

The County of Ventura Sheriff's Department has provided law enforcement services to the City of Moorpark since its incorporation in 1983. The agreement for this service as well as certain other services provided by the County to the City was approved in June 1984. This agreement has not been amended since 1984.

Approximately fifteen years ago, a volunteer program was established to assist with the City's law enforcement programs. The Moorpark Police Volunteers, as they are referred to, provide a number of services such as assisting Sheriff's personnel with office/clerical duties, traffic control, field observation, accident scenes, special events, and parking enforcement. These activities are performed under the supervision and management of Sheriff's personnel.

**DISCUSSION**

About a year ago, the County determined that police volunteers are considered City sponsored since the program is funded by the City. As such, the liability for such volunteers would be the responsibility of the City. The County would continue to manage the volunteer program including recruitment, selection, and supervision.

The attached Addendum has been prepared to clarify that such volunteers are City volunteers. The City is indemnifying and holding the County harmless for any negligent or wrongful acts or omissions of the volunteers. The County will continue to defend, indemnify, and hold the City harmless for any negligent or wrongful acts or omissions of County employees. The City Attorney has reviewed the attached Addendum.

In addition, the City will be responsible for workers' compensation matters related to the volunteers. City risk management staff will evaluate whether any additional requirements are needed for the volunteers as a result of the City accepting them as City volunteers.

**STAFF RECOMMENDATION**

Approve Addendum subject to final language approval of the City Attorney and City Manager and authorize Mayor to sign it on behalf of the City.

SK:db

Attachment: Addendum

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**ADDENDUM TO AGREEMENT FOR COUNTY TO PERFORM POLICE OVERSIGHT SERVICES  
AND FUNCTIONS FOR THE CITY OF MOORPARK**

**PREAMBLE.** The County of Ventura (County) and the City of Moorpark (City) entered into an Agreement on June 26, 1984 (Agreement), for the County to perform police services and functions for the City in exchange for the City's payment of all costs and expenses for the provision of such services and functions. The specific rights and obligations of the County and City are set forth in the Agreement, as subsequently amended from time to time. The Agreement provides for mutual hold harmless, defense and indemnification between the County and City for the acts and omissions of their respective officers and employees.

The Agreement does not specifically address liability for the acts and omissions of persons who volunteer their services to the City to assist in the provision of public safety services and functions. The City wishes to utilize the services of volunteers in programs such as Moorpark Police Volunteers. The County is willing to accept the assistance of such volunteers in the provision of public safety services and functions under the Agreement, and to manage and/or interact with such volunteers, on condition that such volunteers are considered to be the volunteers, agents and/or unpaid employees of the City and not of the County for all purposes, including for purposes of the mutual hold harmless, defense and indemnifications provisions referred to above and set forth in the Agreement.

Accordingly, the parties mutually agree to supplement the Agreement as follows:

1. The City may organize, manage and administer, or request the County to organize, manage and administer, volunteer groups to assist the City in the provision of police services by creating efficiencies for the department, improving services to the community, and increasing police responsiveness.
2. Upon mutual agreement, the County, and its officers and employees, will accept, work with, manage, administer and maintain the volunteer groups at the request of the City for the benefit of the City's volunteer programs. Any new volunteer entities established by the City must meet with the Sheriff's Department approval.
3. For any and all purposes, the volunteers will be considered volunteers, agents and/or unpaid employees of the City.
4. The County, and its officers and employees, shall not be liable for the negligent or wrongful acts or omissions of volunteers engaged in the performance of volunteer services for the City's volunteer programs.

5. The City shall hold the County, and its officers, agents and employees, harmless, and indemnify and defend the County, and its officers, agents and employees, against any and all costs, claims, suits and liability for bodily and personal injury to or death of any person, and for injury to or loss of property resulting from or arising out of or in any way connected with any negligent or wrongful acts or omissions of volunteers engaged in the performance of volunteer services for the City's volunteer programs. Notwithstanding the foregoing, nothing in this Addendum shall in any way alter the obligations of the County to defend, indemnify and hold the City harmless for the negligent or wrongful acts or omissions of the County, its officers, agents and employees, as set forth in the Agreement.

6. The City shall require any person volunteering for City volunteer groups to sign an acknowledgment clearly stating he or she is a volunteer for the City, and not a volunteer, agent, or employee of the County.

7. On any emergency call-outs requested by the Sheriffs Department or mutual aid requests from outside entities, the volunteers will continue to be considered volunteers, agents and/or unpaid employees of the City.

8. This Addendum is not intended to affect the protections or immunities provided to volunteers registered as Disaster Service Workers in accordance with the California Emergency Services Act (' 8657).

9. This Addendum is intended to supplement and/or clarify the Agreement and shall not be construed to supersede or repeal any provision of the Agreement.

City of Moorpark

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

By \_\_\_\_\_

Patrick Hunter, Mayor

ATTEST:

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

By \_\_\_\_\_

Deborah S. Traffenstedt, City Clerk

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

By \_\_\_\_\_

Chair, Board of Supervisors