



Email: lmoore@kblegal.us

January 28, 2022

The Honorable Chief Justice Tani Gorre Cantil-Sakauye
And the Honorable Associate Justices
Of the California Supreme Court
350 McAllister Street
San Francisco, CA 94102

Re: *City of Oxnard v. County of Ventura*, Court of Appeal, Second Appellate District,
Division Six, Case No. B312348

Letter in Support of Petition for Review by the Supreme Court

Dear Chief Justice Cantil-Sakauye and the Associate Justices of the California Supreme Court:

Pursuant to California Rules of Court, Rule 8.500(g), Kingsley Bogard LLP respectfully submits on behalf of the League of California Cities (“Cal Cities”), this letter as amicus curiae in support of the Petition for Review in *City of Oxnard v. County of Ventura* (“*Oxnard*”) (Second Appellate District, Case No. B312348) filed by the City of Oxnard.

This case is of significance to California cities and Cal Cities agrees with the City of Oxnard that Supreme Court review is necessary to secure uniformity of decision and settle an important question of law. (Cal. Rules of Court, rule 8.500(b).) *Oxnard* will have a statewide impact on the Joint Exercise of Powers Act pursuant to California Government Code section 6500 *et seq.* (“JEPA”) and on the provision of Pre-Hospital Emergency Medical Services (“EMS”) pursuant to Health and Safety Code section 1797.201 (“Section 1797.201”). Cities throughout the state of California, including other public agencies, exercise their constitutional police powers pursuant to JEPA through Joint Powers Agreements (“JPAs”), and just as the City of Oxnard did, cities also exercise their rights under the EMS act, including Section 1797.201, pursuant to a Joint Powers Agreement.

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As the City of Oxnard contends, it qualifies for Section 1797.201 under the statute's plain language. Since 1971, the City of Oxnard provided emergency ambulance services through a JPA with the County. Contrary to what the Court of Appeal held, by entering into the JPA, the City of Oxnard did not relinquish its rights, duties, and authorities under Section 1797.201.

JPAs are incredibly powerful tools that enable governmental agencies to be more efficient through the joint exercise of common powers associated with either providing service(s) to its residents and/or contracting for goods and services. When a governmental entity enters into a JPA, they neither relinquish nor contract away their ability to later provide the service themselves. They have simply made a decision that the service can be better provided, for a specified period of time, in concert with another governmental entity.

The decision in this case, however, casts doubt on the use of JPAs by its holding that rights held at the outset of the JPA do not revert to the holder when the JPA is dissolved or the holder withdraws from the JPA. This concept is well established by *Williams v. Oakland* (1940) 15 Cal 2d 1542. The decision also seems to suggest that the enactment of a statutory scheme pertaining to rights exercised through a JPA – here the EMS Act – could inherently limit or supersede a JPA, but this is contrary to the courts' holdings in *City and County of San Francisco v. Boyle* (1923) 191 Cal. 172 and *Beckwith v. County of Stanislaus* (1959) 175 Cal.App.2d 40. Confusion regarding the effect of participating in a JPA on the rights of participating agencies would have a profound negative effect on the residents of California.

The decision in this case also creates confusion concerning the provision of EMS whenever the County (but not the Local Emergency Medical Services Agency or LEMSA) is a party to a contract with a Section 1797.201 EMS provider.

- First, this decision incorrectly conflates a 1971 JPA agreement between the County of Ventura and the City of Oxnard to jointly contract for EMS within their jurisdictions, to a post-1980 request by a Section 1797.201 EMS provider that their LEMSA contract with another entity (private or public) to provide services within their boundaries.
- Second, without specifically addressing it, this decision casts doubt on a key component of California Attorney General Opinion # 11-707 (December 16, 2014) which specifies that a Section 1797.201 provider “... loses its rights to continue providing the same services in the same area only by express written consent or acquiescence.”



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Kingsley Bogard LLP, on behalf of Cal Cities, urges this Court to clarify and resolve these issues for the benefit of all Californians. To that end, Cal Cities respectfully requests that the Court grant the Petition for Review to ensure that the City of Oxnard and all other public agencies throughout the state of California that are parties to a JPA do not relinquish or contract away their rights, including the rights provided in Section 1797.201.

Very truly yours,

KINGSLEY BOGARD LLP

LINDSAY K. MOORE

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