

Village of Kellnersville
PO Box 87
Kellnersville, WI 54215
920-732-3016

November 18, 2019

City of Manitowoc
900 Quay Street
Manitowoc, WI 54220

Dear Todd Blaser,

Emergency Medical Service Ambulance Agreement

Dear Todd,

I have presented your September 28, 2016. letter and revised Agreement for Ambulance Services for the Village of Kellnersville to the Village Board for their review.

When the Village of Kellnersville was using Holy Family Unified EMS, a contract was put in place in order for Unified EMS to receive EMS Funding Assistance Program grant from the Department of Health and Family Services to aid and to enhance the emergency medical services programs and to assist in training and to fund ambulance vehicles and vehicle equipment, EMS supplies or equipment.

In 2003, the City of Manitowoc consolidated and transferred the ambulance services to Manitowoc Fire and Rescue Department. The Village of Kellnersville signed a contract for the purpose of Manitowoc Fire and Rescue Department to also apply for the EMS Assistance Program and no per capita fee imposed.

In 2005, the question arose as to why does the municipality need to have a contract in place for this service, when in reality the municipality is a third party opening themselves to liability issues. This matter was reviewed by our Village Attorney Kate Reynolds. Attorney Reynolds referred to Wisconsin State Statute 61.64 as stated below:

61.64 Ambulance service. The village board may purchase, equip, operate and maintain ambulances and contract for ambulance service with one or more providers for conveyance of the sick or injured. The village board may determine and charge a reasonable fee for ambulance service provided under this section.
Reviewing Section 61.64, the verbiage has not changed since 2005.

Unlike Section 60.565 Wis. Stats, where it addresses ambulance service in towns (as contrasted with villages). The statute provides "the town board shall contract for or operate and maintain ambulance services unless such services are provided by another person."

At that time, it was Attorney Reynolds' opinion that "there is no mandatory requirement for the Village Board to provide ambulance services. This is a discretionary act of the Village Board. Because it is discretionary, if the Village Board is exercising its discretion chooses not to contract for ambulance services, there should be no liability to the village." A representative from the League of Municipalities concurred with her interpretation.

This brings me back to your current Agreement for Ambulance Services. Particularly, to Item #5, where the Village is expected to pay \$8.00/resident to the ambulance service by MFRD. The precedent for signing an agreement for ambulance service was to allow the provider to apply for the EMS Assistance Program.

The Village of Kellnersville Village Board has chosen not to sign this agreement as long as Item #5 remains within the contract. If MFRD wants to sign a contract with the Village of Kellnersville to obtain EMS Assistance funding, the Village would consider signing an agreement with Item #5 eliminated.

If you have any questions or concerns about these matters, please feel free to contact me.

Sincerely,

VILLAGE OF KELLNERSVILLE



Liz Welch
Village Clerk