

Bond Case Briefs

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MUNICIPAL CORPORATIONS - MISSOURI

Howard County Ambulance District v. City of Fayette

Missouri Court of Appeals, Western District - February 20, 2018 - S.W.3d - 2018 WL 941800

Provider of ambulance services brought claim against city and individual's mother for payment of medical bills for services provided to intoxicated individual who was detained by city police officer.

The Circuit Court entered judgment in favor of city finding that there was no written agreement between provider and city for services and entered judgment against mother in amount of \$1,266.01. Provider appealed.

The Court of Appeals held that:

- City was not liable for ambulance services, and
- Where statutory and charter provisions relating to municipal contracts are not complied with, doctrine of equitable estoppel is not applicable.

City was not liable for ambulance services provided to intoxicated individual who was detained by city police officer; while provider of ambulance services had statutory power to fix, charge, and collect reasonable fees for its services, it did not enter into contract with provider that complied with statute requiring that contract made by city be in writing and duly executed, and ordinance governing liability for ambulance services provided to individual detained by law enforcement did not constitute writing as required by statute.

Where statutory and charter provisions relating to municipal contracts are not complied with, the doctrine of equitable estoppel is not applicable and the municipality is not estopped.