

# INTERGOVERNMENTAL AGREEMENT FOR EMERGENCY MARINE (BOAT) TRANSPORTATION FOR MEDICAL EMERGENCIES

This Intergovernmental Agreement (“Agreement”), dated this 1<sup>st</sup> day of April, 2026, is made and entered into by and between **the City of Mackinac Island**, a Michigan municipal corporation, acting through **Mackinac Marine Rescue** (“City”), and **Bois Blanc (Island) Township**, a Michigan township (“Township”), under the following terms:

## 1. PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which the City, through Mackinac Marine Rescue, will provide emergency marine (boat) transportation services for medical emergencies to and from Bois Blanc Island when requested by the Township.

## 2. AUTHORITY

This Agreement is entered into pursuant to Public Act 35 of 1951, as amended (MCL 124. 1 et seq.), and all other applicable laws of the State of Michigan.

## 3. SERVICES TO BE PROVIDED

A. The City shall provide emergency marine transportation for patients requiring medical transport when requested by the Township or its authorized representatives, according to the terms of this Agreement.

B. Services may include, but are not limited to:

- Emergency patient transport between Bois Blanc Island and designated medical transfer points;
- Coordination with emergency medical services, dispatch, and receiving facilities;
- Operation of marine rescue vessels staffed by qualified personnel.

C. Services shall be provided at the sole discretion of the City, subject to weather conditions, vessel availability, and crew availability, with patient and responder safety as the highest priority.

## 4. REQUEST FOR SERVICE

A. Requests for emergency marine transportation shall be initiated through established emergency communications protocols.

B. The City retains sole discretion to delay or decline a response due to the availability of resources, or if conditions present an unreasonable risk to personnel or equipment.

## 5. COMPENSATION AND FINANCIAL TERMS

The Township shall compensate the City for services provided as follows:

### Reimbursed Flat Rate Per Run (\$1,000.00)

- The Township shall reimburse the City at a flat rate of One Thousand (\$1,000.00) Dollars per completed emergency marine transport run.
- Runs shall be tracked and accounted for by the City.
- The City shall submit an annual invoice for all applicable runs, billed on or before December 1 of each year.
- Payment shall be due within the timeframe specified on the invoice.

## 6. TERM OF AGREEMENT

This Agreement shall be for a term commencing on the 1<sup>st</sup> day of April, 2026 (hereafter the “Effective Date”, and ending on the 1st day of January, 2027, unless terminated earlier as provided herein.

## 7. TERMINATION

A. Either party may terminate this Agreement without cause by providing thirty (30) days’ written notice to the other party.

B. Either party may terminate this Agreement immediately for cause if the other party materially breaches the Agreement and fails to cure such breach within a reasonable time after written notice.

C. The City may terminate this Agreement immediately and unilaterally, if it determines by resolution of the City Council suspend or terminates the Mackinac Marine Rescue program for any reason.

## 8. LIABILITY AND INDEMNIFICATION

Solely as to claims made by persons other than the parties to this agreement each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds (“Claims”) that may result from, arise out of or be incurred in connection with any alleged malfeasance or negligent act(s) caused or alleged to have been caused by said party, its employees, agents, or subcontractors (collectively, for purposes of this Section, the “Representatives”), in the performance or omission of any act or responsibility of said party or its Representatives under this Agreement. Nothing in this Agreement shall be construed as the responsibility of the City to respond to a call for emergency services. In the event the City does not respond to the call for emergency services for any reason, such decision of the City shall not be considered an act or omission, for which it would be responsible to the Township or any other person. The City shall not be liable to the Township or any other person, for not responding to a request for services under this Agreement. The Township shall hold the City harmless from any claims made against the City that may result from, arise out of or be incurred in connection with the City not responding to a call for emergency services. Nothing in this Agreement shall be construed as a waiver of governmental immunity under Michigan law.

## 9. INSURANCE

The City shall maintain insurance coverage customary for marine rescue and emergency response operations. Proof of insurance shall be provided upon request.

## 10. INDEPENDENT ENTITIES

The parties acknowledge that they are independent governmental entities. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship between the parties.

## 11. NON-DISCRIMINATION

The parties shall comply with all applicable federal and state non-discrimination laws in the performance of this Agreement.

## 12. AMENDMENTS

This Agreement may be amended only by a written agreement executed by authorized representatives of both parties.

## 13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. If any provision of this Agreement is in conflict with any statute or rule of any law in the state of Michigan or is otherwise unenforceable for any reason whatsoever, that provision shall be deemed severable from or enforceable to the maximum extent permitted by law, as the case may be, and that provision shall not invalidate any other provision of this agreement. Venue for any action brought under this agreement shall lie in Mackinac County, Michigan.

## 14. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding the subject matter herein and supersedes all prior agreements, understandings, and arrangements, whether written or oral.

**15. SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.



**CITY OF MACKINAC ISLAND**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**BOIS BLANC (ISLAND) TOWNSHIP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

