

INTERLOCAL AGREEMENT FOR EMERGENCY MARINE (BOAT) TRANSPORTATION FOR MEDICAL EMERGENCIES

This Interlocal Agreement (“Agreement”) 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”).

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 the Michigan Urban Cooperation Act, Public Act 7 of 1967, as amended (MCL 124.501 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.

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 **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 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 under **one (1) of the following options**, as selected by the Township and approved by both parties in writing:

Option 1 – Reimbursed Flat Rate Per Run (\$XXX ?)

- The Township shall reimburse the City at a **flat rate 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.

Option 2 – Annual Appropriated Amount (\$XXXX ?)

- The Township shall pay the City an **annual appropriated service fee** for emergency marine transportation services.
- The annual amount shall be mutually agreed upon in writing.
- Payment shall be **due on or before December 1 of each year**, regardless of the number of runs performed.

6. TERM OF AGREEMENT

This Agreement shall be for a term of **two (2) years**, commencing on _____, **20**, and ending on _____, **20**, unless terminated earlier as provided herein.

7. TERMINATION

A. Either party may terminate this Agreement without cause by providing **ninety (90) 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.

8. LIABILITY AND INDEMNIFICATION

Each party shall be responsible for its own acts and omissions and those of its officers, employees, agents, and volunteers, to the extent permitted by law. 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.

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: _____