



Mutual Law Enforcement Assistance Agreement

The Mackinac County Sheriff's Office, St. Ignace Police Department, Mackinaw City Police Department, and Mackinac Island Police Department, recognize the need to coordinate their law enforcement activities to complement their present resources and agree as follows:

1. Whereas, intergovernmental agreements to provide joint or assisting functions or services, including the sharing of costs of such services or functions, by political subdivisions are authorized by the Michigan Constitution of 1963, Art. VII, § 28; M.C.L. § 123.811 et seq.
2. The parties hereto are geographically located in the proximity to each other in the Straits of Mackinac, Michigan, and the Village of Mackinaw City, in northern Cheboygan and Emmet Counties, Michigan.
3. It is to the mutual advantage and benefit to the parties hereto that each of the parties agrees to render supplemental police protection for special events or a local emergency of a magnitude that has developed or appears to develop beyond the control of a single party and therefore requires the resources of one or all of the parties hereto.
4. In the event a local emergency or a special event which cannot be met with the facilities of one of the parties, the other governmental agencies agree, upon request, to furnish aid in coping with such a local emergency or special event to the agency requesting such aid upon actual or standby basis. The extent of aid to be furnished under this agreement shall be determined solely by the governmental agency or department thereof furnishing such aid, and it is understood that the aid so furnished may be recalled at the sole discretion of the furnishing agency.
5. Details as to the methods of requesting mutual aid and the names of the persons authorized to send and receive such requests, together with the lists of equipment and personnel which will be subject to the call, will be covered by correspondence between the governmental agencies and the departments thereto from time to time.
6. In the event enforcement action is necessary by an assisting agency, (St. Ignace Police, Mackinaw City Police, Mackinac Island Police, and/or Mackinac County Sheriff's Deputies) outside of their respective jurisdictions, those officers involved will provide copies of incident reports and other relevant documentation to the agency accountable for jurisdiction as soon as practical. This is to ensure proper documentation and reporting to the appropriate prosecutor's office and court.
7. Nothing in this agreement shall be construed to waive the immunity enjoyed by any of the parties hereto or any of the respective officers or employees. Each of the parties shall be responsible for all liability of whatever nature arising from the acts of its own officers and employees, notwithstanding this agreement, to the extent provided by law. Under no circumstances shall any agency be held liable for the acts of employees of another agency performed under the color of this agreement.

8. Each of the parties shall be responsible for all compensation of officers who are its regular employees notwithstanding their function as officers of the other party under this agreement.
9. This agreement continues in effect until amended or terminated. It may be amended by mutual agreement, expressed in writing by the Mackinac County Sheriff's Office, St. Ignace City Council, Village of Mackinaw City Council, or the Mackinac Island Council at any time. It may be terminated by a member entity as herein before stated by giving thirty (30) days written notice to the other entities.
10. This agreement shall be effective for a term of four (4) years (Initial Term). Upon expiration of the initial term, this agreement shall automatically renew for another term of four (4) years ("Additional Term) and there shall continue to be subsequent Additional Terms unless any agency gives written notice of its desire to terminate this agreement thirty (30) days prior to the expiration of the Initial Term or Additional Term.

This agreement has been executed and duly witnessed by:

_____ Doug Topolski, Chief of Police – Mackinac Island	_____ Date	_____ Margaret Doud, Mayor – Mackinac Island	_____ Date
 _____ Kevin James, Chief of Police – St. Ignace	<u>5-10-24</u> Date	 _____ William Lalonde, Mayor – St. Ignace	<u>5-10-24</u> Date
_____ Todd Woods, Chief of Police – Mackinaw City	_____ Date	_____ Scott Newman, Mayor – Mackinaw City	_____ Date
_____ Edward Wilk, Sheriff – Mackinac County	_____ Date		

City Clerk

From: Doug Topolski <dtopolski@mipd.org>
Sent: Friday, May 10, 2024 10:59 AM
To: City Clerk
Subject: Agenda Item
Attachments: Mutual Aid Agreement.pdf

Request to update mutual aid agreement with St. Ignace PD, Mackinac City PD and County. (Attached)

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Doug Topolski
Chief of Police
Mackinac Island Police Department
(906) 847-3300