



CITY of NOVI CITY COUNCIL
Agenda Item M
July 8, 2019

SUBJECT: Approve a Hold Harmless Agreement with Detroit Catholic Central for South West Oakland Special Response Team and Novi Fire Department training.

SUBMITTING DEPARTMENT: Public Safety

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

Members of the City's Police Department serve on South West Oakland Special Response Team and participate in training throughout the year utilizing various known and unknown environments for team members to experience. Detroit Catholic Central has recently acquired two residential properties on Wixom Road (27053 and 27171) abutting their property. Catholic Central officials are intending to demolish both properties in the coming months. In order to use these two properties for training, both entities must enter into a Hold Harmless Agreement to indemnify Catholic Central for any injuries that may occur on site during the training exercise. Personnel from the Novi Fire Department also intend to utilize the two properties for training, but no active fires will be simulated.

The City Attorney has reviewed the agreement and authorizes it for City Council consideration.

RECOMMENDED ACTION: Approve a Hold Harmless Agreement with Detroit Catholic Central for South West Oakland Special Response Team and Novi Fire Department training.



STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI
WAIVER OF LIABILITY, RELEASE,
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I, City of Novi, execute this Waiver of Liability, Release, Indemnification and Hold Harmless Agreement, on behalf of the City and the members of the Novi Police and Fire Departments during their involvement in the South West Oakland Special Response Team training being conducted at 27053 and 27171 Wixom Road, Novi, Michigan.

CITY COUNCIL

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Assistant Chief of Police

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The City hereby understands and recognizes that special response team training in the two vacant properties located at, 27053 and 27171 Wixom Road, Novi Michigan, involves certain inherent risks and dangers to property and person, to include property damage and/or physical injury, and the City hereby agrees to assume the risks attendant to certain activities associated with use of 27053 and 27171 Wixom Road Novi, Michigan, for the South West Oakland Special Response Team training, including property damage and/or personal injury resulting from the acts of the Novi Police and Fire Department members; property damage and/or personal injury to any member of the South West Oakland Special Response Team resulting from errors, omissions, or negligent acts of a Novi police or fire employee; property damage and/or personal injury to others resulting from errors, omissions or negligent acts of a Novi police or fire employee.

The City hereby waives all claims, and agree to release, indemnify, defend and hold harmless Detroit Catholic Central and all its officials, agents and employees in both their public and private capacities, from any and all liability, claims, suits, demands, expenses of litigation, or causes of action which may arise by reason of injury to persons or loss of, damage to or loss of use of any property occasioned by error, omission or negligent act of a Novi police or fire employee during the South West Oakland Special Response Team training at 27053 and 27171 Wixom Road, Novi, Michigan.

Novi Public Safety Administration

45125 Ten Mile Road

Novi, Michigan 48375

248.348.7100

248.347.0590 fax

cityofnovi.org

I understand this is a legal document, and I hereby certify that I have read this Waiver in its entirety and understand its provisions.

Signed this 8th day of July, 2019.

Signature

Peter Auger
Printed Name

Signature

Cortney Hanson
Printed Name

Signed to and sworn before me this _____ day of _____, 20____, by
_____ who appeared personally before me.

Notary Public
County, Acting in County
My Commission expires:

Or

Signature of Witness

Printed Name of Witness