



**City of Rochester Hills  
AGENDA SUMMARY  
NON-FINANCIAL ITEMS**

**1000 Rochester Hills Dr.  
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**Legislative File No: 2005-0804**

**TO:** Mayor and City Council Members  
**FROM:** Susan Galeczka, Deputy Clerk  
**DATE:** December 28, 2005  
**SUBJECT:** MDOT Annual Permit

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City Council at its regular meeting of December 14, 2005 adopted Resolution RES0434-2005 adopting the Michigan Department of Transportation (MDOT) Annual Permit Application entitled the Performance and Indemnification Resolution for Governmental Bodies to perform various maintenance activities within the roads under MDOT jurisdiction during the year of 2006.

Inadvertently the 2005 resolution was placed in the packet and adopted by Council. The 2006 MDOT Resolution has changes from the previous year. Therefore Council will need to amend and readopt Resolution RES0434-2005 to reflect those changes. The changes are as follows:

**Section 1**

**Delete:**

~~1. It will fulfill all permit requirements and will indemnify, save harmless, represent and defend the State of Michigan, Michigan Transportation Commission, and the DEPARTMENT and all officers, agents, employees and those contracting governmental bodies performing permit activities for the DEPARTMENT according to a maintenance contract:~~

~~a. from any and all claims and losses occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies to the GOVERNMENTAL BODY as the result of the GOVERNMENTAL BODY's installation, construction, operation, or maintenance activities which are being performed under the terms of the PERMIT on, over, and/or under the State trunkline right of way; and~~

~~b. from any and all claims of every kind of injuries to, or death of, any and all persons, and for loss of or damage to property, and environmental damage or degradation, and from attorney's fees and related costs arising out of, under, or by reason of the GOVERNMENTAL BODY's installation, construction, operation or maintenance activities which are being performed under the terms of the PERMIT on, over, and/or under the state trunkline right of way, except claims resulting from the direct negligence or willful acts of omissions of said DEPARTMENT performing permit activities.~~

~~c. from any and all claims made by any and all persons, firms, or corporations furnishing or supplying materials, supplies, work, or services on, over, and/or under the State trunkline right of way pursuant to an agreement with the State of Michigan, the DEPARTMENT and/or the Michigan Transportation Commission, as a result of the GOVERNMENTAL BODY's failure to move or otherwise relocate its facilities in a timely manner after being requested to do so by the DEPARTMENT.~~

**and Insert:**

*Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law;*

*This Agreement is not amended to increase either party's liability for, or immunity from, tort claims.*

*This Agreement is not intended nor shall it be interpreted as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.*

**Renumber Sections 2 through 7 respectively with Sections 1 through 6.**

A resolution reflecting these changes has been included in the packet for your consideration. If you have any questions or concerns, please feel free to contact me.

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**RESOLUTION**

**NEXT AGENDA ITEM**

**RETURN TO AGENDA**

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