

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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EDWARD BEDORE, Individually and as Next  
Friend of JARED BEDORE, a Minor, and  
LAUREL BEDORE, Individually,

UNPUBLISHED  
July 13, 2001

Plaintiffs-Appellees,

v

No. 222336  
Wayne Circuit Court  
LC No. 97-726235-NO

HAUGHTON ELEVATOR COMPANY and  
MILLAR ELEVATOR COMPANY,

Defendants/Cross-Defendants-  
Appellants,

and

COUNTY OF WAYNE,

Defendant/Cross-Plaintiff-Appellee,

and

DETROIT METROPOLITAN WAYNE COUNTY  
AIRPORT and BOARD OF WAYNE COUNTY  
ROAD COMMISSIONERS,

Defendants.

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Before: Saad, P.J., and Holbrook, Jr. and Murphy, JJ.

PER CURIAM.

Appellant Millar Elevator Company claims an appeal from an order entered by the trial court granting the motion for summary disposition filed by defendant Wayne County. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Wayne County owns and operates Detroit Metropolitan Wayne County Airport. Millar, the successor in interest to Haughton Elevator Company, installed escalators in the airport's

International Terminal. Millar maintained the escalators pursuant to a service agreement with Wayne County. The agreement contained an indemnification clause which provided in part:

CONTRACTOR [Millar] hereby agrees to indemnify and hold harmless the County, its officers, agents and employees, from and against any and all loss of or damage to property and employees or injuries to or death of any person or persons, including property or agents of the County, and shall defend, indemnify, and hold harmless the County and its officers, agents and employees from any and all claims, damages, suits, costs, expenses, liability, actions, or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from or arising out of, directly or indirectly, CONTRACTOR'S performance of this agreement or its occupancy of County-owned property or other property upon which work is performed under this agreement, including acts and omissions of CONTRACTOR'S officers, employees, representatives, suppliers, invitees, contractors and agents; provided, however, that CONTRACTOR'S obligation to indemnify or hold harmless the County, its officers, agents and employees under this paragraph shall not apply to liability or damages resulting from the negligence of the County's officers, agents and employees, where proven.

Minor plaintiff Jared Bedore sustained injuries when he fell while riding an escalator in the International Terminal. Plaintiffs filed suit. Wayne County tendered defense of the suit to Millar; however, Millar refused to accept the tender. Wayne County filed a cross-claim against Millar for breach of contract. Plaintiffs and Wayne County accepted a mediation evaluation, and plaintiffs' claims against Wayne County and its entities were dismissed. Wayne County moved for summary disposition of its cross-claim against Millar pursuant to MCR 2.116(C)(10). The jury returned a verdict of no cause of action on plaintiffs' remaining claims against Millar.

We review a trial court's decision on a motion for summary disposition de novo. *Harrison v Olde Financial Corp*, 225 Mich App 601, 605; 572 NW2d 679 (1997).

Millar argues that the trial court erred by granting Wayne County's motion for summary disposition and upholding Wayne County's right to indemnification. We disagree and affirm. Where an indemnity contract is clear and unambiguous, its interpretation is a question of law for the court. *Walbridge Aldinger Co v Walcon Corp*, 207 Mich App 566, 572; 525 NW2d 489 (1994). The trial court found that the indemnification provision of the service agreement was unambiguous, and required Millar to indemnify Wayne County against all claims. Millar refused Wayne County's tender of defense of plaintiffs' claims. By doing so, Millar lost the opportunity to protect its interests under the indemnification agreement. A jury found that Millar did not act in a negligent manner; however, no negligence was proven against Wayne County. Wayne County and plaintiffs accepted the mediation evaluation of plaintiffs' claims against Wayne County and its entities. Acceptance of a mediation evaluation is the legal equivalent to a consent judgment reached after negotiation and settlement. *Auto Club Ins Ass'n v State Farm Ins Cos*, 221 Mich App 154, 166; 561 NW2d 445 (1997); *Klawiter v Reurink*, 196 Mich App 263, 266; 492 NW2d 801 (1992). Acceptance of the mediation evaluation did not constitute proof that Wayne County acted in a negligent manner. By upholding Wayne County's claim for indemnification, the trial court did not compel Millar to indemnify Wayne County for its sole

negligence contrary to MCL 691.991. The trial court correctly ordered Millar to indemnify Wayne County, *Walbridge, supra*, 573-574.

Affirmed.

/s/ Henry William Saad

/s/ Donald E. Holbrook, Jr.

/s/ William B. Murphy