CITY COUNCIL AGENDA ITEM

Date: May 25, 2011

To: John Szerlag, City Manager

From: Mark F. Miller, Director of Economic and Community Development
Stuart J. Alderman, Recreation Director

Subject: Medi-Go Service Agreement

Background

Attached is the annual agreement with Troy Medi-Go for 2011-12. We have had this agreement with Medi-Go since 1998 which states that the City will fund Medi-Go with entire municipal and community credits received from the Suburban Mobility Authority for Regional Transportation (SMART).

Municipal credits are state authorized funds that are given directly to SMART to be divided among every city, township and village in Oakland, Wayne and Macomb Counties on a per capita basis. Community credits are a direct result of the SMART millage that provides opt-in communities with additional funds. Troy's municipal and community credit dollars have been used to support the community based Troy Medi-Go Plus service. Medi-Go Plus provided almost 14,000 rides to senior and disabled residents in 2010.

The 2011-12 budget includes estimated Troy Medi-Go funding. The entire amount of municipal and community credits received from SMART are allocated for Medi-Go. In 2010-11, the amount was $186,816.

Funds are available in the senior account. This money will be forwarded in its entirety to Medi-Go in July. The City is then reimbursed on a quarterly basis.

Recommendation

It is recommended that the City Council approve the agreement with Troy Medi-Go Plus authorizing funding, which will be reimbursed with municipal and community credits from SMART.

City Attorney's Review as to Form and Legality

Approved as to Form and Legality: _____
Lori Grigg Bluhm, City Attorney

Prepared by Carla Vaughan, Recreation Supervisor

AGREEMENT BETWEEN
THE CITY OF TROY, MICHIGAN AND TROY MEDI-GO PLUS

This agreement is made by and between the City of Troy, Michigan, a Michigan municipal corporation, whose address is 500 W. Big Beaver Road, Troy, Michigan 48084, hereinafter called "Troy", and Troy Medi-Go Plus, a Michigan non-profit corporation whose address is 3179 Livernois, Troy, Michigan 48083, hereinafter called "Medi-Go".

A. PURPOSE

To provide financial support from Troy to Medi-Go for the purpose of maintaining a program to provide transportation service for senior citizens and physically handicapped residents of Troy, Michigan.

B. MEDI-GO RESPONSIBILITIES

Medi-Go shall provide the following services for senior citizens and physically handicapped individuals who are residents of Troy through the fiscal year, July 1, 2011, through June 30, 2012.

1. Provide passenger vans with handicapped lifts operating the maximum number of hours that funding allows.

2. Provide experienced and properly licensed drivers to operate the passenger vans. Those drivers' traffic records shall be screened by Medi-Go to insure that those drivers have good driving records and will not be a threat to the users health, safety or welfare.

3. Arrange for storing the passenger vans.

4. Provide a central scheduling person to implement the transportation services.

C. MEDI-GO FURTHER AGREES:

1. To maintain fiscal records and files, including appropriate income and expense ledgers.

2. To permit an independent auditor representing Troy to audit accounts of income and expenses relating to Troy's contribution with findings to be submitted to Troy.

3. To comply with all state and local regulations covering the use of passenger vans.

4. To indemnify, save and hold harmless Troy, its employees, officers, and agents, and affiliated entities from any losses, damages, judgments, claims, expenses, costs, and liabilities, including attorney fees and legal expenses, which may arise from, be caused directly by or in any way relate to the service provided by, or any act or omission of Medi-Go or its officers, directors, employees, agents or volunteers.

5. To furnish information requested by Troy indicating the use of the service by the senior citizens and handicapped residents of Troy. This information will include, but is not limited to, number of rides given, number of unique riders, breakdown by destination, and number of riders denied service.

6. Prior to execution of this Agreement by Troy, Medi-Go shall furnish a copy of a certificate of insurance indicating coverage for general liability, automobile liability and workers' compensation liability. Medi-Go shall maintain insurance as set out in this paragraph during the term of this Agreement.

7. Medi-Go shall not assign this Agreement to any other individual or entity without Troy's prior approval.

D. TROY'S RESPONSIBILITIES:

1. Provide general fund payment of entire municipal and community credits transferred from SMART to be paid on or after July 1, 2011.

2. Recognize Medi-Go's autonomy in determining its own personnel and operating policies.

3. Assist, if possible, in disseminating information about the service to senior citizens and handicapped residents of Troy.

4. Make available at the Troy Community Center information regarding the Medi-Go service.

E. AGREEMENT PERIOD:

This agreement is in full force and effect from July 1, 2011, through June 30, 2012.

CONTRACT APPROVAL:

CITY OF TROY

By: _____ By: _____
Louise Schilling, Mayor Tonni Bartholomew, City Clerk

Date:_____ Date:_____

TROY MEDI-GO

By: _____ By: _____
Ron Ristau, President Dan Mayville, Treasurer

Date: _____ Date: _____