

April 6, 2006

To: John M. Lamerato, Acting City Manager  
From: Brian Murphy, Assistant City Manager/Services  
Carol Anderson, Parks and Recreation Director  
Subject: Agenda Item: Medi-Go Service Agreement

Recommendation

Attached please find the annual agreement with Troy Medi-Go for 2006-2007. This agreement states that the City will fund Medi-Go \$170,000 or the entire municipal community credits transferred from SMART (estimated at \$174,581 for 2006-07).

Background

Municipal credits are state-authorized funds that are 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. Until 2004, the City of Troy returned these funds to SMART for the operation of Troy's Dial-A-Ride and funded Medi-Go from the General Fund. The amount of funding for Medi-Go had grown to \$170,000 in 2003.

In 2004, when we combined Dial-A-Ride operations with Birmingham, additional SMART funds became available for this service. This enabled us to use our municipal and community credits for Medi-Go. Thus we no longer use money from the General Fund for Medi-Go.

The amount of the credits may vary from year to year due to an automatic increase for inflation, match requirements, etc. We have agreed to give Medi-Go \$170,000 or our total municipal and community credits, whichever is greater. In FY 2004 and 2005, our credits totaled \$170,911. This year, the total will be \$174,581.

Approved as to form and legality:

---

Lori Grigg Bluhm, City Attorney

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

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, a Michigan non-profit corporation whose address is 3179 Livernois, Troy, Michigan 48083, hereinafter called "Medi-Go".

**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.

**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, 2006, through June 30, 2007:

1. Provide four (4) passenger vans with handicapped lifts operating approximately forty (40) hours per week.
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.

**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.
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.

**TROY'S RESPONSIBILITIES:**

1. Provide general fund payment of \$170,000.00 or entire municipal community credits transferred from SMART (whichever is more) to be paid on or after July 1, 2006. (Intent is for Medi-Go to receive not less than \$170,000 total funding.)
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.

**AGREEMENT PERIOD:**

This agreement is in full force and effect from July 1, 2006, through June 30, 2007.

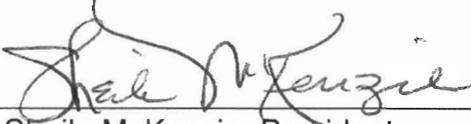
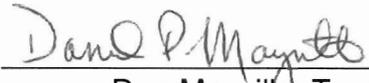
**CONTRACT APPROVAL:**

**CITY OF TROY**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Louise Schilling, Mayor Tonni Bartholomew, City Clerk

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**TROY MEDI-GO**

By:  By:   
Sheila McKenzie, President Dan Mayville, Treasurer

Date: 3/23/06 Date: 3/30/06