CITY COUNCIL ACTION REPORT

May 15, 2008

TO: Phil Nelson, City Manager

FROM: John M. Lamarato, Assistant City Manager/Finance & Administration
Carol Anderson, Parks and Recreation Director

SUBJECT: Agenda Item: Medi-Go Service Agreement

Background:

- Attached please find the annual agreement with Troy Medi-Go for 2008-2009. This agreement states that the City will fund Medi-Go $180,000.00 or entire municipal and community credits transferred from SMART (whichever is more).

- The 08-09 budget includes estimated Troy Medi-Go funding. However, the entire amount of municipal and community credits received from SMART are transferred to Medi-Go. In 07-08, the amount was $182,516.

- Municipal credits are state authorized funds that are given directly to the Suburban Mobility Authority for Regional Transportation (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 over 12,000 rides to over 600 unique senior and disabled riders in 2007.

Financial Considerations:

- There is neither expense nor financial implications to the City for this program as long as municipal and community credits are received as anticipated.

Legal Considerations:

- There is no change to format and content of previous agreements with Medi-Go.

Policy Considerations:

- These funds must be used for local public transportation. Medi-Go provides door-to-door service and wheelchair accessible vehicles. For these reasons, Medi-Go is well suited for our frail elderly and disabled population. (Goal #1)

Options:

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

Where legal review is necessary:

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

Prepared by Carla Vaughan

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".

PURPOSE

To provide financial support from Troy to Medi-Go Plus 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 1,2008, through June 30, 2009:

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 $180,000.00 or entire municipal and community credits transferred from SMART (whichever is more) to be paid on or after July 1, 2008. (Intent is for Medi-Go to receive not less than $180,000 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, 2008, through June 30, 2009.

CONTRACT APPROVAL:

CITY OF TROY

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

Date:_____ Date:_____

TROY MEDI-GO

By: Sheila McKenzie By: Daniel P. Mayville
Sheila McKenzie, President Dan Mayville, Treasurer

Date: 5-9-08 Date: 5-8-08