



## CITY COUNCIL AGENDA ITEM

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Date: July 5, 2013

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic and Community Development  
Tom Darling, Director of Financial Services  
Carol Anderson, Recreation Director

Subject: Medi-Go Plus Service Agreement

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### Background

Attached is the agreement with Troy Medi-Go Plus. We have had this agreement with Medi-Go Plus since 1998 which states that the City will fund Medi-Go Plus 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 over 14,000 rides to senior and disabled residents in 2011.

The budget includes Troy Medi-Go Plus funding. The entire amount of municipal and community credits received from SMART are allocated for Medi-Go Plus. Funds are available in the Recreation Administration account. The funds will be dispersed to Medi-Go Plus on a quarterly basis following receipt of required quarterly reports from Medi-Go Plus.

Instead of an annual agreement as in the past, this agreement will remain in full force and effect unless either party gives a 30 day advance written notice to the other that they desire to terminate the agreement for any reason or no reason.

### 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

**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 Plus".

**A. 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.

**B. MEDI-GO PLUS RESPONSIBILITIES**

Medi-Go Plus shall provide the following services for senior citizens and physically handicapped individuals who are residents of Troy.

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. Screen all drivers' traffic records annually 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 PLUS 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 Plus 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 Plus shall furnish a copy of a certificate of insurance indicating coverage for general liability, automobile liability and workers' compensation liability. Medi-Go Plus shall maintain insurance as set out in this paragraph during the term of this Agreement.
6. Medi-Go Plus shall not assign this Agreement to any other individual or entity without Troy's prior approval.
7. Medi-Go will complete reports required by SMART and provide the City with a copy of these reports.

**D. TROY'S RESPONSIBILITIES:**

1. Provide general fund payment equal to entire municipal and community credits available from SMART to be paid quarterly except for the fourth quarter of each year when the total annual cost for vehicle repairs completed by SMART will be deducted from the payment to Medi-go. Medi-Go will complete quarterly report and submit to SMART, copying to Troy. Troy will then reimburse Medi-Go.
2. Recognize Medi-Go Plus' 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 Plus service.

**E. AGREEMENT PERIOD:**

This agreement shall not be changed or revised without the written agreement of both parties.

Except as otherwise set out herein, this agreement will remain in full force and effect unless either party gives a 30 day advance written notice to the other party at their last known address that they desire to terminate the agreement for any reason or no reason.

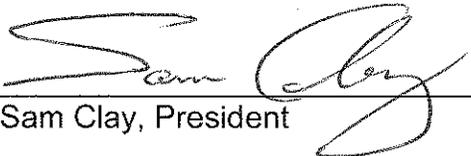
**CONTRACT APPROVAL:**

**CITY OF TROY**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Dane Slater, Mayor Aileen Bittner, City Clerk

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

**TROY MEDI-GO PLUS**

By:  \_\_\_\_\_  
Sam Clay, President

Date: 7-3-13