



CITY COUNCIL ACTION REPORT

May 12, 2010

TO: Honorable Mayor and City Council

FROM: John Szerlag, City Manager
John M. Lamerato, 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 2010-2011. This agreement states that the City will fund Medi-Go entire municipal and community credits transferred from SMART.
- The 10-11 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 09-10, the amount was \$186,810.
- 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 14,000 rides to over 284 unique senior and disabled riders in 2009.

Financial Considerations:

- There is neither expense nor financial implications to the City.

Legal Considerations:

- Changes to the agreement are as follows: Section B-1: Medi-Go is required to provide service the maximum number of hours that funding allows as opposed to 4 vans 40 hours a week as previously required. Section D-1: Medi-Go will receive entire municipal and community credits but the City will not make up any shortfall up to \$180,000 as in previous agreements. There has not been a shortfall in the past, but it is possible that municipal and community credits will be less this year.

Policy Considerations:

- Municipal and community credits 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 will be reimbursed with municipal and community credits from SMART.

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."

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, 2010, through June 30, 2011:

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, 2010.
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, 2010, through June 30, 2011.

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: _____