

STAFF REPORT

SUBJECT: Modification 6 to Contract with MTM for Paratransit Operations

FROM: Toan Tran, Director of Operations and Innovation

DATE: July 6, 2020

Action Requested

Approve Modification 6 to the contract with MTM for paratransit services.

Background

On March 7, 2014, LAVTA entered into an Agreement with Medical Transportation Management, Inc. (MTM) for the management, maintenance, and operation of LAVTA's paratransit services. The initial period of the contract began on May 1, 2014, and ended June 30, 2017, after which LAVTA has held the option to extend the contract for four (4) one-year periods at its sole discretion. To date, LAVTA has exercised three of the four available one-year options, with the latest option period having ended on June 30, 2020.

MTM continues to provide daily, pre-scheduled, door-to-door transportation service in the Tri-Valley area for people with disabilities. Because of the COVID-19 pandemic, the demand for the dial-a-ride service has decreased significantly, going from 150 to 40 trips per weekday. MTM is experiencing financial hardship as a result.

In an effort to maintain operational stability, MTM continues to employ key personnel, which includes the General Manager, dispatchers, and reservationists. Although wages and benefits for these positions are accounted for in the price per trip rate, the current trip volume is not adequate to support the ongoing fixed cost. In order to prevent potential layoffs, MTM requested a supplemental payment to the monthly fixed cost during the pandemic. The monthly fixed cost consists of wages and benefits for the positions mentioned above as well as expenses related to software and utilities. LAVTA agreed to provide MTM a monthly supplemental payment of \$26,500, which is based actual expenditures over a six-month period prior to COVID-19. The agreement was for March 16, 2020 to June 30, 2020.

Discussion

As staff reported at the April 2020 Projects & Services Committee meeting, in the event there is a need to extend the agreement past June 30, staff will bring the item back for approval. In addition to extending the current payment agreement, staff also recommends exercising the last option year of the contract. However, given the current reduced trip volume, staff believes this is an opportune time to issue a new solicitation for paratransit services. Potential service disruptions will be minimized as a result of fewer trips being scheduled.

Recommendation

Taking into account the time required for a formal solicitation, staff recommends that the Board of Directors authorize the Executive Director to execute Modification #6 with MTM to extend the current payment agreement and exercise the last option term until December 31, 2020. Since the monthly supplemental agreement was based on trip volume, staff recommends that it be waived and revert back to the pre-COVID pricing structure of a per trip cost when the average weekday trip volume for any month is 100 or more trips. The new pricing structure will be as follows:

Tier	Number of Trips per Month	Price per Trip	Change from Previous Rates
1	Up to 4,199	\$36.94	\$0.72 or 2%
2	4,200 – 6,699	\$36.05	\$0.70 or 2%
3	4,700+	\$34.85	\$0.68 or 2%

Attachments:

- 1. Proposed Modification to MTM contract.
- 2. MTM Contract Modification 1-5

Approved: _____

**MODIFICATION NO. 6 TO AGREEMENT BETWEEN
LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY AND
MEDICAL TRANSPORTATION MANAGMENT**

THIS MODIFICATION to the Agreement is made and entered into on July 1, 2020 by and between the LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY, a joint exercise of powers agency established pursuant to California law, hereinafter referred to as "LAVTA," and Medical Transportation Management., a Missouri corporation, hereinafter referred to as Contractor."

WITNESSETH

WHEREAS, on March 7, 2014, LAVTA and the Contractor entered into an Agreement for the management and operation of LAVTA's paratransit operations; and

WHEREAS, to date, LAVTA has exercised three of the four available one-year options, with the current option period ended on June 30, 2020; and

WHEREAS, because of the COVID-19 pandemic, the demand for the dial-a-ride service has decreased significantly, going from 150 to 40 trips per weekday. MTM is experiencing financial hardship as a result; and

WHEREAS, LAVTA agreed to provide MTM a monthly supplemental payment of \$26,500, which is based actual expenditures over a six-month period prior to COVID-19. The agreement is from March 16, 2020 to June 30, 2020; and

WHEREAS, given the current reduced trip volume, staff believes this is an opportune time to issue a new solicitation for paratransit services; and

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Livermore Amador Valley Transit Authority that the Executive Director is authorized to extend the current payment agreement until December 31, 2020 and exercise the last option term of the contract for six months. In the event the average weekday trip volume for any month is 100 or more trips, the supplemental agreement will be suspended and the new pricing structure will be as follows:

Tier	Number of Trips per Month	Price per Trip	Change from Previous Rates
1	Up to 4,199	\$36.94	\$0.72 or 2%
2	4,200 – 6,699	\$36.05	\$0.70 or 2%
3	4,700+	\$34.85	\$0.68 or 2%

WITNESS WHEREOF, the parties hereto have caused this Modification to the Agreement to be executed by and through their respective officers on the day written below/

BY LAVTA this _____ day of _____, 2020

BY MTM this _____ day of _____, 2020

<p>MTM:</p> <p>By: _____</p> <p>Name & Title:</p> <p>_____</p>	<p>LAVTA:</p> <p>By: _____</p> <p>Michael Tree, Executive Director</p>
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**MODIFICATION NO. 1
TO
AGREEMENT BETWEEN LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
AND MEDICAL TRANSPORTATION MANAGMENT**

THIS MODIFICATION to the Agreement is made and entered into on July 1, 2016 by and between the LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY, a joint exercise of powers agency established pursuant to California law, hereinafter referred to as "LAVTA," and Medical Transportation Management., a Missouri corporation, hereinafter referred to as Contractor."

WITNESSETH

WHEREAS, on March 7, 2014, LAVTA and the Contractor entered into that certain Agreement for the management and operation of LAVTA's paratransit operations; and

WHEREAS, in accordance with Section 13 of the Agreement, LAVTA and the Contractor desire to modify the Agreement for Fiscal Year 2016-17 (July 1, 2016 through June 30, 2017);

NOW THEREFORE, in consideration of the foregoing recital and covenants and agreements of each of the parties herein set forth, the parties hereto do agree as follows:

1. Section 4, Price Formula, is amended in the following particulars only: Commencing July 1, 2016 through June 30, 2017 (FY 2016-17) LAVTA agrees to pay the Contractor for performance of the service set forth in this Agreement as follows:

Payment to Contractor for services will adjust based on monthly volume of trips:

Tier	Trips Per Month	Per Trip Rate
1	Up to 4,199	\$32.51
2	4,200-4,699	\$31.72
3	4,700+	\$30.67

2. The Service Quality Standard Index is revised to include a new performance measure:

CORRECTIVE ACTION BASED PROGRAM (Assessed Monthly)

Category		Inputs	
Monthly Invoice and Data Reporting	Collection and Reporting of Monthly Invoice Detail and Operating Statistics	Trips, Passengers, Late Cancellations, No-Shows, Revenue Miles, Revenue Hours, Non-Revenue Miles, Non-Revenue Hours	<p>Monthly invoices and reports detailing accurate operating data are due on the 10th of the month.</p> <p>Reports that are received after the 10th of the month, or are incomplete, will be subject to damages until received or corrected.</p> <p>Damages = \$50 per day – first violation; \$100 per day – second violation; \$250 per day – third violation. \$500 per day for additional violations.</p>

3. Any changes in the future to the original contract and subsequent Contract Modifications, including this Modification, will be discussed and agreed upon in writing.

WITNESS WHEREOF, the parties hereto have caused this Modification to the Agreement to be executed by and through their respective officers on the day written below.

BY LAVTA this 11 day of ~~June~~ ^{July}, 2016.

BY CONTRACTOR this 11 day of ~~June~~ ^{July}, 2016.

CONTRACTOR:

By: Alaina Macia
Alaina Macia, CEO

LAVTA:

By: Michael Tree
Michael Tree, Executive Director

APPROVED AS TO FORM:

By: [Signature]
LAVTA Legal Counsel

**MODIFICATION NO. 2
TO
AGREEMENT BETWEEN LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
AND MEDICAL TRANSPORTATION MANAGEMENT**

THIS MODIFICATION to the Agreement is made and entered into on July 1, 2016 by and between the LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY, a joint exercise of powers agency established pursuant to California law, hereinafter referred to as "LAVTA," and Medical Transportation Management., a Missouri corporation, hereinafter referred to as Contractor."

WITNESSETH

WHEREAS, on March 7, 2014, LAVTA and the Contractor entered into that certain Agreement for the management and operation of LAVTA's paratransit operations; and

WHEREAS, on July 11, 2016, LAVTA and the Contractor entered into Contract Modification #1, revising the price formula, and revising the Service Quality Standards Index for Fiscal Year 2016-17; and

WHEREAS, in accordance with Section 13 of the Agreement, LAVTA and the Contractor desire to exercise the first option year of the contract for the Fiscal Year 2017-18 and modify the hourly rate per Exhibit B.

NOW THEREFORE, in consideration of the foregoing recital and covenants and agreements of each of the parties herein set forth, the parties hereto do agree as follows:

1. Section 4, Price Formula, is amended in the following particulars only: Commencing July 1, 2017 through June 30, 2018 (FY 2017-18) LAVTA agrees to pay the Contractor for performance of the service set forth in this Agreement will adjust as follows:

Tier	Trips Per Month	Per Trip Rate
1	Up to 4,199	\$33.16
2	4,200-4,699	\$32.35
3	4,700+	\$31.28

2. Any changes in the future to the original contract and subsequent Contract Modifications, including this Modification, will be discussed and agreed upon in writing.
3. The Service Quality Standards Index (SQSI) will remain the same as in FY16/17.

WITNESS WHEREOF, the parties hereto have caused this Modification to the Agreement to be executed by and through their respective officers on the day written below.

BY LAVTA this 7th day of June, 2017.

BY CONTRACTOR this 26th day of June, 2017.

CONTRACTOR:

By: Alaina Macia
Alaina Macia, CEO

LAVTA:

By: Michael Tree
Michael Tree, Executive Director

APPROVED AS TO FORM:

By: [Signature]
LAVTA Legal Counsel

Bond No. 106272749
Renewal Bond
Modification No. 2
Renewal Term: July 1, 2017
through June 30, 2018
(FY 2017-18)

Attachment 6

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS the LIVERMORE/AMADOR VALLEY TRANSIT AUTHORITY, hereinafter designated as "LAVTA," has awarded to Medical Transportation Management, Inc., hereinafter designated as the "Principal," a Contract for the Operation and Maintenance of Fixed Route and Paratransit Bus Services; and

WHEREAS, said Principal is required under the terms of said Contract and the Specifications therefore to furnish a bond of faithful performance of said Contract,

Travelers Casualty and Surety

NOW, THEREFORE, we, the Principal, and Company of America, as a California-admitted Surety, are held and firmly bound unto the said LAVTA in the penal sum of \$200,000, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by LAVTA, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by LAVTA, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless LAVTA as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by LAVTA to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at LAVTA's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to LAVTA, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse LAVTA for all costs LAVTA incurs in completing the Contract, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing LAVTA'S rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than LAVTA or its successors or assigns.

In the event suit is brought upon this bond by LAVTA, Surety shall pay reasonable attorney's fees and costs incurred by LAVTA in such suit.

This bond may be canceled at any time upon thirty (30) days advance written notice from the Surety to the Oblige.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this 1 day of July, 2017, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Medical Transportation Management, Inc.
16 Hawk Ridge Drive, Lake St. Louis, MO 63367

Principal

By: Donald Cheney

Note: To be signed by Principal and Surety and signature of individual signing for Surety shall be notarized and evidence of power of attorney attached.

By: _____

Travelers Casualty and Surety Company of America

Surety
One Tower Square, Hartford, CT 06183

Address of Surety

By: Debra A. Woodard

Debra A. Woodard, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of ^{DJ}California Missouri
 County of St. Louis

On July 1, 2017 before me, Dana A. Johnessee, Notary Public
(Here insert name and title of the officer)

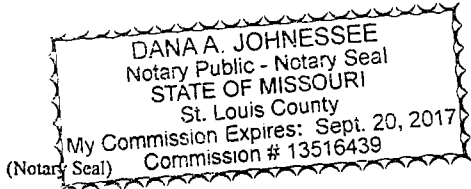
personally appeared Debra A. Woodard, Attorney-in-Fact

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Dana A. Johnessee
 Signature of Notary Public
Dana A. Johnessee, Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Performance Bond

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date 7/1/2017

Travelers Casualty and Surety Company of America
 (Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

State of Missouri
County of St. Louis

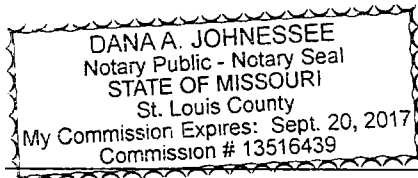
On 7/1/2017 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Debra A. Woodard known to be the Attorney-In-Fact of

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires:



A handwritten signature in cursive script that reads "Dana A. Johnessee".

Dana A. Johnessee, Notary Public



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231637

Certificate No. 007162649

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Andrew P. Thome, Dana A. Johnessee, Peter J. Mohs, Debra A. Woodard, Barbara Buchhold, Michael D. Wiedemeier, Amanda L. Williams, Georgina Fink, and Andrea McCarthy

of the City of Chesterfield, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of March, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 27th day of March, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

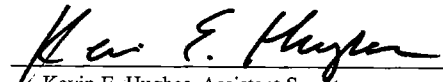
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1 day of July, 20 17.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Livermore Amador Valley
TRANSIT AUTHORITY



September 10, 2018

Alaina Macia
Medical Transportation Management, Inc.
16 Hawk Ridge Drive
Lake St. Louis, MO 63367

Dear Alaina

On March 7, 2014 LAVTA entered into an Agreement with Medical Transportation Management, Inc. (MTM) for the provision of paratransit services. In accordance with this Agreement, the initial period of the contract began on May 1, 2014 and ends June 30, 2017, and LAVTA has sole discretion to extend the contract for four (4) one-year periods. This letter confirms LAVTA's intention to exercise the option to extend this contract for the period of July 1, 2018 through June 30, 2019.

In addition, in accordance with Section 4 of this Agreement, this letter also confirms the 2% increase in the per trip rate for FY19. Commencing July 1, 2018 through June 30, 2019 (FY 2018-19) LAVTA agrees to pay the Contractor for performance of the service set forth in this Agreement will adjust as follows:

Tier	Trips Per Month	Per Trip Rate
1	Up to 4,199	\$33.82
2	4,200-4,699	\$33.00
3	4,700+	\$31.91

MTM has provided quality paratransit services for LAVTA since the beginning of this contract. We look forward to another successful year of providing excellent service throughout the Tri-Valley.

It is a pleasure working with you.

Sincerely,

Michael Tree
Executive Director

RECEIVED

AUG 17 2018

Livermore Amador Valley
Transit Authority

Bond No. 106272749 - Renewal Bond
Renewal Term: July 1, 2018
through June 30, 2019
(FY 2018-19)

Attachment 6

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS the LIVERMORE/AMADOR VALLEY TRANSIT AUTHORITY, hereinafter designated as "LAVTA," has awarded to **Medical Transportation Management, Inc.** hereinafter designated as the "Principal," a Contract for the Operation and Maintenance of Fixed Route and Paratransit Bus Services; and

WHEREAS, said Principal is required under the terms of said Contract and the Specifications therefore to furnish a bond of faithful performance of said Contract,

NOW, THEREFORE, we, the Principal, and **Travelers Casualty and Surety Company of America**, as a California-admitted Surety, are held and firmly bound unto the said LAVTA in the penal sum of \$200,000, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by LAVTA, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by LAVTA, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless LAVTA as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by LAVTA to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at LAVTA's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to LAVTA, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse LAVTA for all costs LAVTA incurs in completing the Contract, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing LAVTA'S rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than LAVTA or its successors or assigns.

In the event suit is brought upon this bond by LAVTA, Surety shall pay reasonable attorney's fees and costs incurred by LAVTA in such suit.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this 1 day of July, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Medical Transportation Management, Inc.
635 Maryville Centre Drive, Suite 300, St. Louis, MO 63141
Principal

By: Glenn Dacia

By: CEO

Note: To be signed by Principal and Surety and signature of individual signing for Surety shall be notarized and evidence of power of attorney attached.

Travelers Casualty and Surety Company of America
Surety
One Tower Square, Hartford, CT 06183
Address of Surety

By: Barbara Pannier
Barbara Pannier, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

Missouri
State of ~~California~~

County of St. Louis

On July 1, 2018 before me, Andrea McCarthy, Notary Public
(Here insert name and title of the officer)

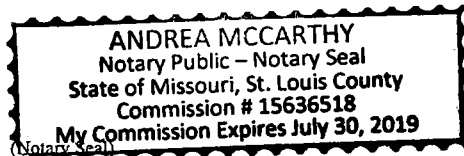
personally appeared Barbara Pannier, Attorney-In-Fact

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public Andrea McCarthy, Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Performance Bond

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date 7/1/18

Travelers Casualty and Surety Company of America
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

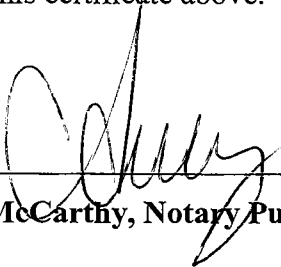
**State of Missouri
County of St. Louis**

On July 1, 2018, before me, a Notary Public in and for said County and State, residing herein, duly commissioned and sworn, personally appeared **Barbara Pannier** known to me to be Attorney-In-Fact of

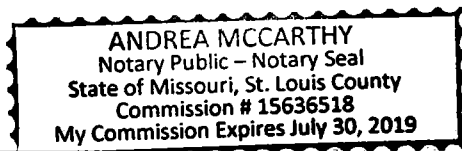
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

a corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



Andrea McCarthy, Notary Public



My Commission Expires: _____



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Barbara Pannier**, of **Chesterfield, Missouri**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **1** day of **July 2018**



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

Livermore Amador Valley
TRANSIT AUTHORITY



July 1, 2019

Alaina Macia
Medical Transportation Management, Inc.
16 Hawk Ridge Drive
Lake St. Louis, MO 63367

Dear Alaina

On March 7, 2014 LAVTA entered into an Agreement with Medical Transportation Management, Inc. (MTM) for the provision of paratransit services. In accordance with this Agreement, the initial period of the contract began on May 1, 2014 and ends June 30, 2017, and LAVTA has sole discretion to extend the contract for four (4) one-year periods. This letter confirms LAVTA's intention to exercise the option to extend this contract for the period of July 1, 2019 through June 30, 2020.

In addition, in accordance with Section 4 of this Agreement, this letter also confirms the 2% increase in the per trip rate for FY20. Commencing July 1, 2019 through June 30, 2020 (FY 2019-20) LAVTA agrees to pay the Contractor for performance of the service set forth in this Agreement will adjust as follows:

Tier	Trips Per Month	Per Trip Rate
1	Up to 4,199	\$34.50
2	4,200-4,699	\$33.66
3	4,700+	\$31.55

We look forward to another successful year of providing excellent service throughout the Tri-Valley.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Tree', written over a white background.

Michael Tree
Executive Director

Attachment 6

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS the LIVERMORE/AMADOR VALLEY TRANSIT AUTHORITY, hereinafter designated as "LAVTA," has awarded to **Medical Transportation Management, Inc.** hereinafter designated as the "Principal," a Contract for the Operation and Maintenance of Fixed Route and Paratransit Bus Services; and

WHEREAS, said Principal is required under the terms of said Contract and the Specifications therefore to furnish a bond of faithful performance of said Contract,

NOW, THEREFORE, we, the Principal, and **Travelers Casualty and Surety Company of America**, as a California-admitted Surety, are held and firmly bound unto the said LAVTA in the penal sum of \$200,000, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by LAVTA, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by LAVTA, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless LAVTA as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way effect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by LAVTA to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at LAVTA's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to LAVTA, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse LAVTA for all costs LAVTA incurs in completing the Contract, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

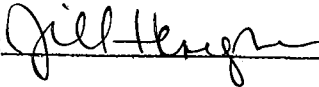
Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing LAVTA'S rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than LAVTA or its successors or assigns.

In the event suit is brought upon this bond by LAVTA, Surety shall pay reasonable attorney's fees and costs incurred by LAVTA in such suit.

IN WITNESS WHEREOF, the above bounded parties have executed this Instrument under their seals this 1 day of July, 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Medical Transportation Management, Inc.
635 Maryville Centre Drive, Suite 300, St. Louis, MO 63141
Principal

By: 


By: _____

Note: To be signed by Principal and Surety and signature of individual signing for Surety shall be notarized and evidence of power of attorney attached.

Travelers Casualty and Surety Company of America
Surety

One Tower Square, Hartford, CT 06183

Address of Surety

By: 

Dana A. Johnessee, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of ~~California~~ Missouri

County of St. Louis

On July 1, 2019 before me, Donna Robson, Notary Public
(Here insert name and title of the officer)

personally appeared Dana A. Johnessee, Attorney-In-Fact

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Donna Robson
Signature of Notary Public

Donna Robson, Notary Public

DONNA ROBSON
Notary Public – Notary Seal
State of Missouri, St. Charles County
Commission # 17367942
My Commission Expires June 21, 2021

ADDITIONAL OPTIONAL INFORMATION

<p>DESCRIPTION OF THE ATTACHED DOCUMENT</p> <p><u>Performance Bond</u> <small>(Title or description of attached document)</small></p> <p><small>(Title or description of attached document continued)</small></p> <p>Number of Pages <u>2</u> Document Date <u>07/01/2019</u> <u>Travelers Casualty and Surety Company of America</u> <small>(Additional information)</small></p>
--

<p>CAPACITY CLAIMED BY THE SIGNER</p> <p><input type="checkbox"/> Individual (s)</p> <p><input type="checkbox"/> Corporate Officer <small>(Title)</small></p> <p><input type="checkbox"/> Partner(s)</p> <p><input checked="" type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input type="checkbox"/> Other _____</p>
--

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

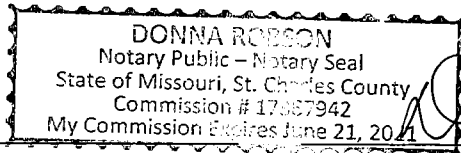
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he /she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

State of Missouri
County of St. Louis

On **JULY 1, 2019** before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **DANA A. JOHNESSEE** known to me to be Attorney-in-Fact of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA** the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires



Donna Robson

**DONNA ROBSON
NOTARY PUBLIC**



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Dana A. Johnessee, of Chesterfield, Missouri, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Señor Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 1 day of July, 2019



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

SEP 30 2019

Livermore Amador Valley
Transit Authority

**MODIFICATION NO. 5
TO
AGREEMENT BETWEEN LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
AND MEDICAL TRANSPORTATION MANAGMENT**

THIS MODIFICATION to the Agreement is made and entered into on July 1, 2019 by and between the LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY, a joint exercise of powers agency established pursuant to California law, hereinafter referred to as "LAVTA," and Medical Transportation Management., a Missouri corporation, hereinafter referred to as Contractor."

WITNESSETH

WHEREAS, on March 7, 2014, LAVTA and the Contractor entered into an Agreement for the management and operation of LAVTA's paratransit operations; and

WHEREAS, MTM and LAVTA negotiated a reduced cost per trip because of much higher than expected ridership in FY15-16; and

WHEREAS, ridership on LAVTA paratransit services has reduced to ridership levels similar to those experienced during the procurement of the contract.

NOW THEREFORE, in consideration of the foregoing recital and covenants and agreements of each of the parties herein set forth, the parties hereto do agree as follows:

1. Section 4, Price Formula, is amended in the following particulars only: Commencing July 1, 2019 through June 30, 2020 (FY 2019-20) LAVTA agrees to pay the Contractor for performance of the service set forth in this Agreement as follows:

Payment to Contractor for services will adjust based on monthly volume of trips:

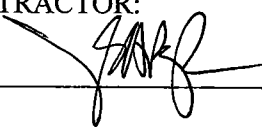

Tier	Number of Trips Per Month	Price Per Trip	Change from Original Bid Cost
1	Up to 4,199	\$ 36.22	\$1.69
2	4,200-4,699	\$ 35.34	\$ 0.85
3	4,700+	\$ 34.17	\$(0.26)

2. Any changes in the future to the original contract and subsequent Contract Modification, including this Modification, will be discussed and agreed upon in writing.

WITNESS WHEREOF, the parties hereto have caused this Modification to the Agreement to be executed by and through their respective officers on the day written below/

BY LAVTA this 1 day of October, 2019

BY CONTRACTOR this 27 day of September, 2019

<p>CONTRACTOR:</p> <p>By: </p> <p>Name & Title:</p> <p><u>BRIAN SMOIGT - C.O.O. TRANSIT</u></p>	<p>LAVTA:</p> <p>By: </p> <p>Michael Tree, Executive Director</p>
--	---