

**AC TRANSIT  
PURCHASING DEPARTMENT**

**JOINT EXERCISE OF POWERS AGREEMENT  
FOR IMPLEMENTATION OF A TRANSIT SHELTER ADVERTISING PROGRAM**

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**Amendment Number 2**

THIS SECOND AMENDMENT TO THE JOINT EXERCISE OF POWERS Agreement (Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019 by and between the Alameda-Contra Costa Transit District (District), and the following municipalities: the County of Alameda and the cities of Albany, Berkeley, Fremont, Hayward, Newark, San Leandro, Richmond, and San Pablo (collectively the Participating Entities).

**RECITALS**

WHEREAS, The District and the Participating Entities entered into a Joint Exercise of Powers Agreement (the Agreement) on August 3, 1998 for the purpose of obtaining a contractor to maintain existing bus stops inside the boundaries of the District and included within the boundaries of the Participating Entities, as well as to locate new bus shelters within their respective jurisdictions and to participate in a Transit Shelter Advertising Program;

WHEREAS, a contract was executed with Lamar Advertising Inc. on November 9, 1999 to accomplish the purposes identified in the Agreement and work was commenced to install up to approximately 500 advertising and non-advertising shelters with the boundaries of the District located within the Participating Entities;

WHEREAS the District approved a consent to assignment from Lamar Transit Advertising to Clear Channel Outdoors on May 20, 2008;

WHEREAS the Additional Participating Entities requested permission to be included in the Transit Shelter Advertising Program for the portions of their jurisdictions which are included within the District's boundaries and to be legally bound by the terms of the Agreement and the contract with Clear Channel Outdoors, as well as to establish a bus shelter program in the San Pablo Corridor in conjunction with the Rapid Bus Program; and

WHEREAS Section 16 of the Agreement requires any amendment or modification to it to be in writing and approved by all of the Participating Entities and the District.

**NOW, THEREFORE**, in consideration of the faithful performance of the terms, conditions, promises and covenants contained in this Agreement, the parties agree as follows:

1. The Participating Entities are modified to include the City of Oakland.
2. The Participating Entities are modified to remove the City of Alameda.
3. Section 3.b., para 2 is amended to read:

The number of bus shelters located within the area of the Participating Entities and the Additional Participating Entities, excluding those within the San Pablo Corridor, shall not exceed six hundred (600).

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4. Section 5 Multi-Agency Bus Shelter Committee items b.3., and b.5., are amended to read:
  - b. The New Committee members shall:
    3. Elect no more than two individuals to Act as selection committee members for the review of any bid proposals required for carrying out the Project;
    5. Act as the representative of the entity, when appropriate under the District's procurement procedures, for appropriate negotiations preparations with any successful proposer under any RFP issued under the Agreement for the Project.
5. Section 7. Steps for Any Future Award of a Bus Shelter/Advertising Contract item b., b.1., and b.6., are amended to read:
  - b. Steps to Award of Contract

Following the distribution of the RFP from prospective bidders, the following process will assist the Participating Entities, the Additional Participating Entities and the District in the award of any contract for a future project.

    1. Participate in the Selection Committee which will consist of no more than two members of the Multi-Agency Committee identified in Section 5.
    6. The District's Board of Directors is responsible for the award of the contract. The recommendation of the Selection Committee, the Project Manager, the Participating Entities and Additional Participating Entities will be brought to the District Board of Directors for their decision to accept or reject awarding the contract.

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Except as expressly modified by this Amendment No. 2, the terms and conditions of the Contract dated March 31, 2016, shall remain in full force and effect and be binding on the parties as if the provisions of the Contract were set forth in this amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2, on the dates set forth below.

**ALAMEDA-CONTRA COSTA  
TRANSIT DISTRICT:**

**COUNTY OF ALAMEDA**

\_\_\_\_\_  
Michael Hursh  
General Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**APPROVED AS TO FORM AND CONTENT:**

\_\_\_\_\_  
Denise Standridge  
General Counsel

\_\_\_\_\_  
Date

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**City of Oakland Department of Transportation**

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