

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SANTA CLARA AND CALIFORNIA TROLLEY AND RAILROAD CORPORATION RELATING TO THE RESTORATION OF LOCOMOTIVE NO. 2479

This First Amendment (“First Amendment”), dated March 1, 2016, is to the “Memorandum of Understanding Between the County of Santa Clara and California Trolley and Railroad Corporation” effective April 29, 2014 (“MOU”).

The County of Santa Clara (County) and California Trolley and Railroad Corporation (CTRC) hereby agree to amend the MOU effective March 1, 2016.

1. Section 3 (“Term”) is amended to provide as follows:

The effective date of this MOU is the date it is fully executed. The MOU will terminate on March 31, 2018, unless terminated sooner by the County or CTRC in accordance with Section 7 of this MOU.

2. Section 4.3 (“County Responsibilities and Obligations”) is amended to provide as follows:

County designates Sylvia Gallegos from the Office of the County Executive as the County representative responsible for obtaining a report of actual expenditures with associated invoices or receipts by CTRC to the Board of Supervisors no later than March 31, 2018.

3. Section 5 (“CTRC Responsibilities and Obligations”) is amended to provide as follows:

5.1 CTRC understands and agrees that this MOU and the terms and conditions contained herein will expire on March 31, 2018. CTRC also understands and agrees that this MOU in no way obligates the County to make any future payments of County funds to CTRC. CTRC further understands that County’s funding for Locomotive No. 2479 does not preclude any subsequent decision by the Board of Supervisors to relocate the locomotive and other related assets from the Fairgrounds for the purpose of any future Fairgrounds revitalization.

5.4 CTRC will seek the best value when purchasing the equipment and services described in Exhibit A. CTRC will maintain adequate financial records to show that County’s funds were used for the purposes consistent with this MOU. CTRC will provide the County with proof of actual expenditures for equipment and services as described in Exhibit A no later than March 31, 2018.

First Amendment to MOU between County of Santa Clara and California Trolley and Railroad Corporation Re Locomotive No. 2479

Approved: 03/01/2016

5.5 If actual expenditures for the equipment and services described in Exhibit A are less than the funding provided by the County, CTCRC will return the unspent portion of the funds to the County no later than March 31, 2018.

All other terms and conditions of the MOU remain in full force and effect. In the event of a conflict among the original MOU and the First Amendment, the terms and conditions of this First Amendment control.

SIGNATURES

COUNTY OF SANTA CLARA

APPROVED AS TO FORM
AND LEGALITY:



MAR 01 2016

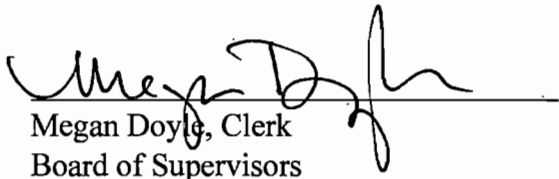
Dave Cortese, President
Board of Supervisors



2/22/2016

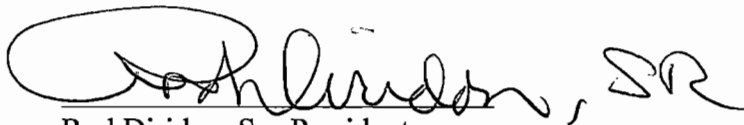
Elizabeth G. Pianca
Lead Deputy County Counsel

ATTEST:



Megan Doyle, Clerk
Board of Supervisors

CALIFORNIA TROLLEY AND RAILROAD CORPORATION



Rod Diridon, Sr., President
California Trolley and Railroad Corporation

Exhibit to this MOU—
Exhibit A—Project Scope

First Amendment to MOU between County of
Santa Clara and California Trolley and Railroad
Corporation Re Locomotive No. 2479