

ATTACHMENT 5

FIRST AMENDMENT TO AGREEMENT CREATING THE SANTA CLARA COUNTY RECYCLING AND WASTE REDUCTION TECHNICAL ADVISORY COMMITTEE

This FIRST AMENDMENT ("FIRST AMENDMENT") TO AGREEMENT CREATING THE SANTA CLARA COUNTY RECYCLING AND WASTE REDUCTION TECHNICAL ADVISORY COMMITTEE ("AGREEMENT") is entered into and becomes effective on DEC 1 2 2023 ("Effective Date"), by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California; CITY OF CAMPBELL, a municipal corporation of the State of California; CITY OF CUPERTINO, a municipal corporation of the State of California; CITY OF GILROY, a municipal corporation of the State of California; CITY OF LOS ALTOS, a municipal corporation of the State of California; TOWN OF LOS ALTOS HILLS, a municipal corporation of the State of California; TOWN OF LOS GATOS, a municipal corporation of the State of California; CITY OF MILPITAS, a municipal corporation of the State of California; CITY OF MONTE SERENO, a municipal corporation of the State of California; CITY OF MORGAN HILL, a municipal corporation of the State of California; CITY OF MOUNTAIN VIEW, a municipal corporation of the State of California; CITY OF PALO ALTO, a municipal corporation of the State of California; CITY OF SAN JOSE, a municipal corporation of the State of California; CITY OF SANTA CLARA, a chartered municipal corporation of the State of California; CITY OF SARATOGA, a municipal corporation of the State of California; and CITY OF SUNNYVALE, a municipal corporation of the State of California.

All the above-mentioned entities are hereinafter collectively referred to as "PARTIES" or individually as "PARTY."

RECITALS

WHEREAS, PARTIES entered into the AGREEMENT creating the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee ("TAC");

WHEREAS, pursuant to "**Section III, Paragraph C. Attendance From A Remote Location**" of the AGREEMENT, member participation in TAC's meetings virtually through teleconference technology was strongly discouraged;

WHEREAS, starting in December 2020, pursuant to the first state of emergency teleconferencing procedures and subsequently AB 361, PARTIES were routinely meeting virtually through teleconference technology, which continues to support robust participation and communication; and

WHEREAS, PARTIES wish to enter into this FIRST AMENDMENT to revise the language in "**Section III, Paragraph C. Attendance From A Remote Location**" of the AGREEMENT to remove any indication that participation in TAC meetings virtually through teleconference technology is prohibited or strongly discouraged and allow members to participate in TAC meetings by utilizing teleconference technology, pursuant to the teleconferencing provisions in the Ralph M. Brown Act (Government Code Section 54953(b)) ("Brown Act").

FIRST AMENDMENT

NOW, THEREFORE, it is agreed among the PARTIES to incorporate the above Recitals hereto, and that the AGREEMENT is hereby amended as follows:

1. **Amendment.** All terms and conditions of the AGREEMENT, as attached hereto and incorporated

herein as Exhibit "1" shall remain in full force and effect except that the following amendment shall be made as set forth below. "**Section III, Paragraph C. Attendance From A Remote Location**" shall be amended and replaced in its entirety by the following:

"C. Satellite and Auxiliary Teleconferencing Attendance in Meetings.

1. Definitions:

Satellite Locations: Satellite Locations are defined in paragraph 2 below and include designated locations that will be determined in advance by the TAC in consultation with the Administrator.

Auxiliary Locations: Auxiliary Locations are defined in paragraph 3 below and do not include previously designated Satellite Locations and must be approved in advance by the Administrator.

2. Satellite Locations. Meetings of the TAC may be held via video teleconference from multiple Satellite Locations located within Santa Clara County. Each designated Satellite Location will be open to the public, and public comment may be made from all Satellite Locations. The TAC shall comply with all Brown Act teleconferencing requirements, including but not limited to, requiring a quorum of the TAC to participate from Satellite Locations within the TAC's jurisdiction, posting the agendas at all Satellite Locations, and posting the members' Satellite Location on the notice and agenda. Satellite Locations, including number and location, shall be determined by the TAC in consultation with the Administrator.

3 Auxiliary Teleconference Location. In the event of an unavoidable schedule conflict, a member may participate in a meeting from an Auxiliary Teleconference Location not previously designated as a Satellite Location via teleconferencing technology, provided that an Auxiliary Teleconference Location meeting room or rooms comply with all Brown Act teleconferencing requirements, including, but not limited to, the ability to connect the Auxiliary Teleconference Location to the other locations where TAC members are meeting and the ability for the public to address the TAC directly. The Auxiliary Teleconference Location will be open to the public, and public comment may be made from the separate Auxiliary Teleconference Locations. The agenda shall be posted at each Auxiliary Teleconference Location, and the agenda will include the member's separate Auxiliary Teleconference Location on the notice and agenda. The member shall comply with all Brown Act teleconferencing requirements.

In such event, the member will notify the Administrator at least seven (7) days in advance of the meeting and request to attend from an Auxiliary Teleconference Location. The Administrator will advise the member if attendance from the Auxiliary Teleconference Location is permissible. If attendance from the Auxiliary Teleconference Location is permissible, the Administrator will comply with all Brown Act teleconferencing requirements, including but not limited to, requiring a quorum of the TAC to participate from teleconferencing locations within the TAC's jurisdiction. The member shall be responsible for posting of the agenda and public access at the Auxiliary Teleconference Location.

A member who attends a meeting from a separate Auxiliary Teleconference Location outside the jurisdiction of Santa Clara County will not be included in the count to determine a quorum; however, the member's vote will be counted. A member who attends a meeting from a separate Auxiliary Teleconference Location within the jurisdiction of Santa Clara County shall be included in the count to determine the quorum.

Attendance from an Auxiliary Teleconference Location is to be used only in rare cases of unavoidable schedule conflicts. In person and Satellite Location attendance at meetings is strongly preferred and encouraged.

2. Except as amended by this FIRST AMENDMENT, all other applicable terms and conditions of the original Agreement and attachments shall remain in full force and effect. The terms of this First Amendment shall control if any conflict exists.
3. The unenforceability, invalidity or illegality of any provision(s) of this FIRST AMENDMENT shall not render the other provisions unenforceable, invalid or illegal.
4. The PARTIES may execute this FIRST AMENDMENT in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. The parties agree that an electronic copy of a signed agreement, or an electronically signed agreement, has the same force and legal effect as an agreement executed with an original ink signature. The term "electronic copy of a signed agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed agreement in a portable document format. The term "electronically signed agreement" means an agreement that is executed by applying a verified electronic signature using technology approved by the County.
5. The signatories to this FIRST AMENDMENT warrant and represent that each is authorized to execute this FIRST AMENDMENT and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this FIRST AMENDMENT.
6. This FIRST AMENDMENT is authorized by Article XII, Section G, of the AGREEMENT, which provides that the AGREEMENT may be amended by unanimous written agreement of the PARTIES.

[SIGNATURES ON FOLLOWING PAGE]

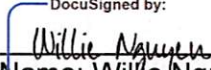
IN WITNESS WHEREOF, the PARTIES have executed this FIRST AMENDMENT effective as of the date first written above.

COUNTY OF SANTA CLARA, a political subdivision of the State of California

Date: DEC 12 2023

By: 
Name: Susan Ellenberg
President, Board of Supervisors

Approved as to Form and Legality:
Date: 12/12/2023

DocuSigned by:
By: 
Name: Willie Nguyen, Esq.
Deputy County Counsel

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors

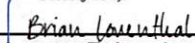
ATTEST

Date: DEC 12 2023

By: 
Name: Tiffany Lennear
Clerk of the Board of Supervisors

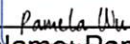
CITY OF CAMPBELL, a municipal corporation of the State of California

Date: 11/27/2023

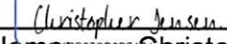
DocuSigned by:
By: 
Name: Brian Loventhal
City Manager

CITY OF CUPERTINO, a municipal corporation of the State of California

Date: 11/21/2023

DocuSigned by:
By: 
Name: Pamela Wu
City Manager

Approved as to Form:
Date: 11/21/2023

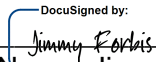
DocuSigned by:
By: 
Name: Christopher Jensen
City Attorney

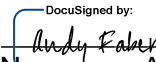
CITY OF GILROY, a municipal corporation of the State of California

Date: 11/27/2023

Approved as to Form:

Date: 12/1/2023

By: 
Name: Jimmy Forbis
City Administrator


By: 
Name: Andy Faber
City Attorney


CITY OF LOS ALTOS, a municipal corporation of the State of California

Date: 11/21/2023

Approved as to Form:

Date: 11/21/2023

By: 
Name: Gabriel Engeland
City Manager

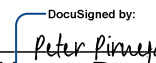
By: 
Name: Jolie Houston
City Attorney

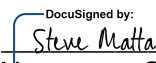
TOWN OF LOS ALTOS HILLS, a municipal corporation of the State of California

Date: 11/21/2023

Approved as to Form:

Date: 11/21/2023

By: 
Name: Peter Pirnejad
Town Manager

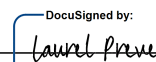
By: 
Name: Steve Mattas
Town Attorney

TOWN OF LOS GATOS, a municipal corporation of the State of California

Date: 11/27/2023

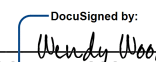
Approved as to Form:

Date: 11/21/2023

By: 
Name: Laurel Prevetti
Town Manager

By: 
Name: Gabrielle Whelan
Town Attorney

Date: 11/21/2023

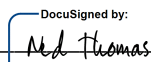
By: 
Name: Wendy Wood
Town Clerk


CITY OF MILPITAS, a municipal corporation of the State of California

Date: 11/21/2023

Approved as to Form:

Date: 11/22/2023

By: 
Name: M. Thomas

By: 
Name: [Redacted]

Name: Ned Thomas
Acting City Manager

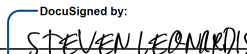
Name: Michael Mutalipassi
City Attorney

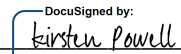
CITY OF MONTE SERENO, a municipal corporation of the State of California

Date: 11/23/2023

Approved as to Form:

Date: 11/27/2023

By: 
Name: Steven Leonardis
City Manager

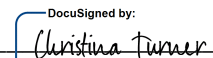
By: 
Name: Kirsten Powell
City Attorney

CITY OF MORGAN HILL, a municipal corporation of the State of California

Date: 11/26/2023

Approved as to Form:

Date: 11/22/2023

By: 
Name: Christina Turner
City Manager

By: 
Name: Donald Larkin
City Attorney

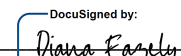
CITY OF MOUNTAIN VIEW, a municipal corporation of the State of California

Date: 11/23/2023

Approved as to Form:

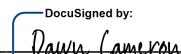
Date: 11/21/2023

By: 
Name: Kimbra McCarthy
City Manager

By: 
Name: Diana Fazely
Assistant City Attorney

Date: 11/21/2023

Date: 11/26/2023

By: 
Name: Dawn Cameron
Public Works Director

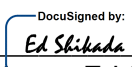
By: 
Name: Derek Rampone
Finance Director & Administrative
Services Director

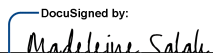
CITY OF PALO ALTO, a municipal corporation of the State of California

Date: 11/22/2023

Approved as to Form:

Date: 12/1/2023

By: 
Name: Ed Shikada
City Manager

By: 
Name: Gaio Arellano
City Attorney

CITY OF SAN JOSE, a municipal corporation of the State of California

Date: 12/11/2023

Approved as to Form:

Date: 12/11/2023

By: 
Email: sarah.zarate@sanjoseca.gov
Date: 12/11/2023 PST
Name: Sarah Zarate
Director of City Manager's Office of
Administration, Policy and
Intergovernmental Relations

By: 
Email: rosalia.tapia@sanjoseca.gov
Date: 12/11/2023 PST
Name: Rosalia Burgueno-Tapia
Senior Deputy City Attorney

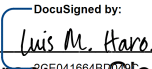
CITY OF SANTA CLARA, a chartered municipal corporation of the State of California

Date: 12/6/2023

Approved as to Form:

Date: 11/21/2023

By: 
Name: Jovan D. Grogan
City Manager

By: 
Name: Glen R. Googins
City Attorney

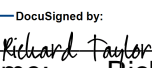
CITY OF SARATOGA, a municipal corporation of the State of California

Date: 11/27/2023

Approved as to Form:

Date: 11/21/2023

By: 
Name: James Lindsay
City Manager

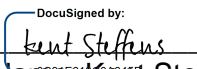
By: 
Name: Richard Taylor
City Attorney

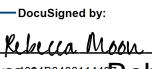
CITY OF SUNNYVALE, a municipal corporation of the State of California

Date: 11/27/2023

Approved as to Form:

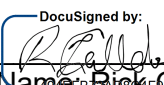
Date: 11/21/2023

By: 
Name: Kent Steffens
City Manager

By: 
Name: Rebecca Moon
Senior Assistant City Attorney

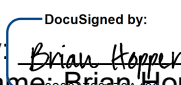
SANTA CLARA VALLEY WATER DISTRICT, a State of California Special District

Date: 12/8/2023

By: 
Name: Rick Callender, Esq.
Chief Executive Officer

Approved as to Form:

Date: 12/5/2023

By: 
Name: Brian Hopper
Senior Assistant District Counsel