

1 AMENDED BYLAWS
2 FOR
3 THE SAN MATEO COUNTY LIBRARY JOINT POWERS AUTHORITY
4

5 The County of San Mateo and certain cities within the County of San Mateo have entered into a
6 Joint Powers Agreement establishing the Library Joint Powers Authority (hereinafter referred to as the
7 “Library JPA”). The Library JPA hereby adopts the following Amended Bylaws for the purpose of
8 providing for the orderly conduct of its affairs.
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10 ARTICLE I.

11 NAME.

12 The name of the separate entity established by the Joint Powers Agreement is the “San Mateo
13 County Library Joint Powers Authority” and may be referred to as the “Library JPA.” The Library
14 JPA is charged with the governance of the San Mateo County Free Public Library system pursuant to
15 the Joint Powers Agreement.

16 ARTICLE II.

17 PURPOSES.

18 The Library JPA shall have the purposes established by the Joint Powers Agreement
19 (“Agreement”), including, without limitation:

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- 21 A. Authorize the submission of applications for federal, state, local, and private grants and
22 approve acceptance of such grants as are received, and allow for the delegation of this
23 responsibility to the Library Director.
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- 25 B. Advise the County concerning the job performance of the Library Director and concerning
26 any issues regarding the Staff and Services Agreement between the Library JPA and the County.
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- 28 C. Act in an advisory capacity to each City Council and the Board of Supervisors in all matters
29 pertaining to public library services and the services of the library system.
30
- 31 D. Make appointments to advisory boards and other groups with which the Library JPA is
32 affiliated.
33
- 34 E. Consult with support groups and citizens on development of private donations, and the
35 development and delivery of library services, and cooperate in the formalization of such groups
36 into one or more affiliated non-profit corporations with tax exempt status.
37
- 38 F. Accept contributions, or authorize the Library Director to accept contributions, of money or
39 property to the Library system and make appropriations in accordance with any limitations
40 imposed by the contributors on the appropriate distribution and use of such gifts, and the Library
41 JPA budget.
42

1 ARTICLE III.

2 MEMBERS; GOVERNING BOARD.

3 Governing Board membership shall be as established by the Agreement.

4 A. If both the member and the alternate as described in the Agreement will be absent, the City
5 Council or Board of Supervisors may designate a substitute for that meeting and notify the
6 Library JPA, in written notice to the Library Director, of the designation.

7 B. Members are expected to attend all meetings of the Board. A member, or designated
8 representative, who is unable to attend a given meeting, shall give advance notice of his/her
9 inability to attend to the Board Chair or to the Library Director.

10 C. If any member, or designated representative, fails to attend three consecutive meetings, the
11 Chair will notify the City Council or Board of Supervisors to encourage future participation.

12 D. The Governing Board may appoint such committees as may be necessary from time to time.
13 The Governing Board shall appoint a Personnel and Operations Committees in accordance with
14 the Agreement.

15 E. Members of the Governing Board and the designated representatives shall comply with
16 State and Federal conflict of interest laws and regulations.

17 ARTICLE IV.

18 OFFICERS.

19 A. The Governing Board will elect a Chair and Vice Chair annually not later than June. Voting
20 shall be public. The Chair and Vice Chair shall be voting members of the Governing Board. New
21 officers shall assume office the first day (July 1) of the next Fiscal Year.

22 B. It shall be the duty of the Governing Board Chair to preside at the meetings of the Governing
23 Board, call special meetings when necessary and to perform other duties as ordinarily pertain to
24 the office of Chair. The Chair shall set the agenda in conjunction with the Library Director and
25 the Operations Committee Chair.

26 C. The Vice Chair shall have all the powers and duties of the Chair in his or her absence.

27 D. The term of office for the Chair and Vice Chair shall commence as stated in paragraph A
28 above, and run for a period of one year. No person shall hold the same office for more than two
29 consecutive terms.

30 E. Nomination for officers shall be made from the floor. Nominations shall be made by voting
31 members of the Governing Board only. Nominations and election of the Chair shall precede
32 nominations and election of the Vice Chair.

33 F. A special election shall be called by the Governing Board if the Chair and/or Vice Chair is
34 unable to serve a full term of office. The newly elected member shall serve the remaining term
35 of that office and this remaining term shall be considered a term in determining consecutive
36 terms.

1 G. All officers shall serve without compensation.

2 H. The Chair or Vice Chair may be removed from office at any time by majority vote of the
3 Governing Board.

4 ARTICLE V.

5 STANDING COMMITTEES; OFFICERS.

6 A. Operations Committee.

7 1. The Operations Committee will be comprised of the Chief Executive Officer of each city
8 which is a Party, or his/her designee, and the representative designated by County.

9 2. The Operations Committee shall be responsible for advising the Library Director and
10 Library Governing Board on budget and operational issues of the library system.

11 3. The Operations Committee shall elect a Chair and Vice Chair from among its members
12 annually.

13 4. It shall be the duty of the Operations Committee Chair to preside at the meetings of the
14 Operations Committee, call special meetings and set the agenda in conjunction with the
15 Library Director.

16 5. The Operations Committee Vice Chair shall have all the powers and duties of the Chair in
17 his or her absence.

18 6. The term of office for the Operations Committee Chair and Vice Chair shall commence on
19 July 1 and be for a period of one year. No person shall hold the same office for more than
20 two consecutive terms.

21 7. Nomination for officers shall be from the floor. Nominations shall be made by members of
22 the Operations Committee only. Nominations and election of the Chair shall precede
23 nominations and election of the Vice Chair.

24 8. The Operations Committee may appoint sub-committees as may be necessary from time to
25 time.

26 B. Personnel Committee.

27 1. The Personnel Committee shall consist of: the Governing Board Chair and Vice-Chair;
28 the County Board of Supervisors' member of the Governing Board (if such member is not
29 serving as Chair or Vice-Chair); the County Representative; and the Chair of the Operations
30 Committee (or Vice-Chair if the County Representative is serving as Chair of the Operations
31 Committee).

32 2. The Personnel Committee shall perform the following functions:

33 a. Serve as a forum for dispute resolution resulting from the Staff Services
34 Agreement, or other matters involving services provided to the Library JPA by County
35 staff.
36

1 b. With input from the full Governing Board, conduct performance reviews
2 of the Library Director and make recommendations to the County as the final authority.

3 c. Initiate and conduct a recruitment and selection process for Library Director, in
4 consultation with the Governing Board.

5 ARTICLE VI.

6 MEETINGS.

7 The Governing Board shall establish by resolution the date, time and place for regular
8 Library JPA meetings. The Governing Board may call for or set special meetings as deemed
9 necessary. The Ralph M. Brown Act shall control the notice, agenda, action and open/closed
10 session requirements for Governing Board meetings.

11 ARTICLE VII.

12 CONDUCT OF BUSINESS.

13 A. Except as otherwise provided in these Bylaws, or by a majority vote of those present, Roberts
14 Rules of Order, Revised, shall constitute the parliamentary authority for the Library JPA
15 Governing Board and Operations Committee.

16 B. For all meetings, the Governing Board and Operations Committee may use a consent calendar
17 containing items generally non-controversial in nature. Any Governing Board or Operations
18 Committee member, staff or member of the public may request that an item be taken from the
19 consent calendar and voted on separately.

20 C. The Governing Board agenda order of business may be revised by the Chair with the
21 concurrence of the Board.

22 D. The public shall have an opportunity to speak on any Governing Board agenda item. The
23 Chair, with the concurrence of the Board, may set parameters for the nature and length of any
24 comments.

25 E. The Library Director shall prepare or cause to be prepared such reports, studies and
26 recommendations as may be requested by the Board to assist in the conduct of business, including
27 financial reports.

28 F. The Library Director shall be responsible for the maintenance of agendas, records of action
29 taken, and other records and files pertaining to Board business.

30 ARTICLE VIII.

31 ADOPTION OF BUDGET; PROCEDURES.

32 Consistent with the Agreement, the budget for the Library JPA will be adopted annually
33 by the Governing Board. Preliminary study sessions or special meetings will be established by
34 the Chair as needed. Governing Board members may request the Chair to call such sessions or

1 meetings. A preliminary budget shall be prepared by the Library Director and reviewed and
2 approved by the Operations Committee and presented to the Governing Board for approval prior
3 to July 1 each year. A revised final budget shall be prepared and presented to the Governing
4 Board for approval prior to October 15 each year.

5 ARTICLE IX.

6 AMENDMENT OF BYLAWS.

7 The Bylaws may be amended by a two-thirds vote of the Governing Board. Proposed
8 amendments shall be proposed in writing and distributed to all members at least five (5) days
9 prior to the meeting at which they are to be considered. The Governing Board shall vote on the
10 proposed amendment at the soonest practicable regular meeting date.

11 ARTICLE X.

12 CONFLICT BETWEEN BYLAWS AND JOINT POWERS AGREEMENT

13 In the event of a conflict between these Bylaws and the Agreement, the latter shall prevail.