

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

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

8 ARTICLE I.

9 NAME.

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

14 ARTICLE II.

15 PURPOSES.

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

18 A. Authorize the submission of applications for federal, state, local, and private grants and  
19 approve acceptance of such grants as are received, and allow for the delegation of this  
20 responsibility to the Library Director.

21 B. Advise the County concerning the job performance of the Library Director and concerning  
22 any issues regarding the Staff and Services Agreement between the Library JPA and the County.

23 C. Act in an advisory capacity to each City Council and the Board of Supervisors in all matters  
24 pertaining to public library services and the services of the library system.

25 D. Make appointments to advisory boards and other groups with which the Library JPA is  
26 affiliated.

27 E. Consult with support groups and citizens on development of private donations, and the  
28 development and delivery of library services, and cooperate in the formalization of such groups  
29 into one or more affiliated non-profit corporations with tax exempt status.

30 F. Accept contributions, or authorize the Library Director to accept contributions, of money or  
31 property to the Library system and make appropriations in accordance with any limitations  
32 imposed by the contributors on the appropriate distribution and use of such gifts, and the Library  
33 JPA budget.

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

1 of that office and this remaining term shall be considered a term in determining consecutive  
2 terms.

3 G. All officers shall serve without compensation.

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

6 ARTICLE V.

7 STANDING COMMITTEES; OFFICERS.

8 A. Operations Committee.

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

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

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

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

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

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

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

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

28 B. Personnel Committee.

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

2 ADOPTION OF BUDGET; PROCEDURES.

3 Consistent with the Agreement, the budget for the Library JPA will be adopted annually by the  
4 Governing Board. Preliminary study sessions or special meetings will be established by the Chair as  
5 needed. Governing Board members may request the Chair to call such sessions or meetings. A  
6 preliminary budget shall be prepared by the Library Director and reviewed and approved by the  
7 Operations Committee and presented to the Governing Board for approval prior to July 1 each year. A  
8 revised final budget shall be prepared and presented to the Governing Board for approval prior to October  
9 15 each year.

10 ARTICLE IX.

11 AMENDMENT OF BYLAWS.

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

16 ARTICLE X.

17 CONFLICT BETWEEN BYLAWS AND JOINT POWERS AGREEMENT

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