City of Sebastopol

CITY OF SEBASTOPOL CITY COUNCIL
AGENDA ITEM REPORT FOR MEETING OF: December 1, 2026 Item continued from November 17, 2026 City Council Meeting

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To:	Honorable Mayor and City Councilmembers
Requestor:	Councilmember Stephen Zollman
Responsible Department:	City Attorney Alex Mog
Subject:	Consideration of options for a City of Sebastopol Alternate Representative to the Sonoma County Library Commission

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RECOMMENDATION: Receive this report on the Sonoma County Library Joint Powers Agreement (JPA) and Commission Bylaws as they relate to alternate representatives; consider the options presented for a City of Sebastopol alternate representative to the Sonoma County Library Commission; and provide direction to staff. Consistent with the advice of the Sonoma County Library, staff recommends that the City not appoint an alternate as it is not provided for in the bylaws.

PROCESS OF AGENDA ITEM:

This item will be heard as a regular agenda item:

a. Presentation of the item by the Requestor Councilmember Zollman
b. Council questions and discussion
c. Public comment
d. Council deliberation and direction to staff

EXECUTIVE SUMMARY: The City of Sebastopol appoints one voting representative to the Sonoma County Library Commission under the First Amended and Restated Joint Powers Agreement for the County-Wide Provision of Library Services by the Sonoma County Library (JPA) (Attachment 1).

Staff's review found that the JPA does not provide for alternate commissioners. Each member jurisdiction is entitled to appoint one representative (Section VI.B), and both the JPA (Section VII.F) and the Commission Bylaws (Section X.C) (Attachment 2) prohibit absentee ballots and proxy voting. The Sonoma County Library has advised that its counsel confirmed neither the JPA nor the Bylaws contemplate the appointment of alternates, and the Library discourages the City from appointing one. This report presents four options for Council consideration.

BACKGROUND: The Sonoma County Library was established in 1975 pursuant to a Joint Powers Agreement. In 2014, a JPA Review Committee, comprised of representatives from the Sonoma County Board of Supervisors and each incorporated city within Sonoma County, completed a two-year review and approved the First Amended and Restated Joint Powers Agreement, effective August 1, 2014, governing the countywide provision of library services.

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Each of the city councils of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and Windsor appoints one library commissioner. The Sonoma County Board of Supervisors appoints one commissioner, and the County and the City of Santa Rosa jointly appoint one additional commissioner, for a total of eleven members on the Sonoma County Library Commission (Commission). The Commission serves as the governing and administrative body of the Sonoma County Library.

The JPA and Bylaws provisions that bear on alternate representation are summarized below:

Appointment (JPA Section VI.B). "The governing body of each Member of the Library shall be entitled to appoint one representative." Commissioners must be Sonoma County residents and are appointed and serve pursuant to the rules of appointment adopted by each Member's governing body.

Terms (JPA Section VI.B.1). Commissioners serve four-year terms, running August 1 through July 31, with staggered terms and no term limits.

Vacancies (JPA Section VI.B.3; Bylaws Section V.B). If a Member's seat becomes vacant, the Member's governing body "shall appoint another representative to fill the vacancy within 60 days." For the current vacancy, effective October 8, 2026, that 60-day period ends on December 7, 2026.

Quorum and Voting (JPA Sections VII.E and VII.F; Bylaws Sections X.B and X.C). A quorum is a majority of the commissioners duly appointed. "Each Commissioner shall have one vote. No absentee ballot or proxy is permitted." Under the Bylaws, a commissioner's vote may be cast in person or remotely in accordance with the Brown Act.

Attendance (Bylaws Section V.D). Commissioners are expected to attend all regular and special meetings. Remote attendance is permitted in accordance with the Brown Act, and the Chair notifies the appointing Member if a commissioner has three or more unexcused absences in a fiscal year.

Committee Alternates (Bylaws Section VI.B(g)). The Chair may appoint commissioners to committees "and may appoint alternates." This provision applies to Commission committee assignments only; it does not authorize alternates for a member jurisdiction's seat on the Commission.

Amendment (JPA Section XII.D). "This Agreement may be amended only by the written agreement of all Parties," meaning the County of Sonoma and all nine cities.

DISCUSSION: An alternate representative has been suggested as a way to keep Sebastopol represented on the Commission when the City's seat is vacant or its commissioner is unavailable. Filling a vacancy requires noticing the vacancy, an application period, interviews, and Council action, and during that time the City has no vote on matters affecting the Sebastopol Regional Library and the countywide system. A vacancy on the Commission also creates a vacancy in the City-associated seat on the Measure Y Citizen

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Oversight Committee, because that appointee's term coincides with the term of the appointing commissioner.

Sonoma County Library Response. Staff contacted the Sonoma County Library regarding the City's ability to appoint an alternate. The Library responded:

> *"My counsel has confirmed that neither the JPA Agreement nor the Bylaws contemplate the appointment of alternates. While the JPA provides that appointments are made by each member jurisdiction pursuant to its own process, alternates have not historically been permitted and are not expressly authorized by either the JPA Agreement or the Bylaws. For those reasons, we would discourage the appointment of an alternate. Instead, I would encourage the City to reach out to Commissioner Goldberg, who serves as the County's representative on the Commission, to see whether she may be available to assist with some of Fred's responsibilities during his absence."*

Because the JPA and Bylaws do not authorize alternates and expressly prohibit proxy voting, the City cannot, by its own action, create an alternate who would vote, count toward a quorum, or make the City's Measure Y Oversight Committee appointment. With that framework in mind, staff has identified the following options:

Option 1 – Request an amendment to the JPA to permit alternates. The Council could direct the Mayor to send a letter to the Commission Chair and Library Director asking the Commission to consider recommending an amendment that would allow each member jurisdiction to appoint an alternate who could vote in the absence of the regular commissioner. The JPA also calls for the Commission to periodically review the Agreement and present written findings to the Members (Section VI.A.15), which may be an appropriate venue for the request. This is the only path to a voting alternate, but it would require the written agreement of the County and all nine cities, would affect the JPA's quorum and voting provisions, and would not address the current vacancy. Given the Library's stated position, the outcome is uncertain.

Option 2 – Identify a pre-qualified successor from the current recruitment. Rather than appointing an alternate to the Commission, the Council could, as part of the current recruitment, identify one or more qualified applicants whom it would consider first if the seat becomes vacant again during the term ending July 31, 2030. This individual would hold no position with the Library and would have no vote or formal role, but could be encouraged to follow Commission and Sebastopol Library Advisory Board meetings, which are open to the public. A future vacancy could then be filled more quickly, within the JPA's 60-day requirement, without a full new recruitment. Any appointment would still require Council action at a noticed meeting and compliance with the Maddy Act (Government Code Section 54974), which requires a special vacancy notice and that a final appointment not be made for at least 10 working days after the notice is posted. To avoid conflict with the Library's guidance, staff would not use the title "alternate" for this role.

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STAFF ANALYSIS: The JPA and Bylaws establish one commissioner per member jurisdiction and do not permit proxy voting, and the Library has advised that its counsel does not view alternates as authorized. Appointing an alternate to the Commission would therefore have no effect on the City's vote or quorum and could create confusion about who represents the City. Option 1 is the only path to a voting alternate, but depends on the agreement of all JPA parties.

CITY COUNCIL GOALS / PRIORITIES / GENERAL PLAN CONSISTENCY:
This item supports the City Council's goals and priorities, including:
- Goal 4: High-Performance Organization
- Restoring public trust through transparent and inclusive appointment processes
- Improving public communications and community engagement

PUBLIC COMMENT: As of the preparation of this staff report, no public comments have been received. Any written public comments received after publication of this report will be provided to the City Council as supplemental materials prior to or at the meeting. Members of the public may also provide oral comments during the public comment portion of the agenda item.

PUBLIC NOTICE: This item was noticed in accordance with the Ralph M. Brown Act and was made available for public viewing and review at least 72 hours prior to the scheduled meeting.

FISCAL IMPACT: There is no fiscal impact associated with receiving this report. Option 1 would require limited staff time to prepare correspondence.

RESTATED RECOMMENDATION: That the City Council receive this report on the Sonoma County Library Joint Powers Agreement (JPA) and Commission Bylaws as they relate to alternate representatives; consider the options presented for a City of Sebastopol alternate representative to the Sonoma County Library Commission; and direct the Mayor to send a letter to the Sonoma County Library Commission requesting consideration of a JPA amendment to permit alternate commissioners (Option 1).

OPTION(S):

1. As part of the current recruitment, identify one or more pre-qualified applicants to be considered first should the seat become vacant again during the term (Option 2).
2. Provide alternative direction to staff.

ATTACHMENTS:
1. First Amended and Restated Joint Powers Agreement for the County-Wide Provision of Library Services by the Sonoma County Library
2. Sonoma County Library Commission Bylaws

APPROVALS:
Department Head Approval: Approval Date: 11/09/2026

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CEQA Determination (Planning): Approval Date: 11/10/2026

The proposed action is not subject to review under the California Environmental Quality Act (CEQA).

Administrative Services/Financial Approval: Approval Date: 11/09/2026

Costs authorized in City Approved Budget: ☐ Yes ☐ No

Account Code (f applicable) _____

City Attorney Approval: Approval Date: 11/12/2026

City Manager Approval: Approval Date: 11/12/2026

First Amended and Restated Joint Powers Agreement for the County-Wide Provision of Library Services by the Sonoma County Library

This First Amended and Restated Joint Powers Agreement for the County-Wide Provision of Library Services by the Sonoma County Library ("Agreement") is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Sections 6500 *et seq*.) of the California Government Code relating to the joint exercise of powers among the Parties hereto, and amends the original Joint Powers Agreement dated January 27, 1975 (the "Original Agreement").

RECITALS

A. In the Original Agreement, the County of Sonoma and the Cities of Santa Rosa, Healdsburg, Petaluma, and Sonoma created a separate joint powers authority entity pursuant to California Government Code Sections 6500, *et seq.* (the "JPA Act") named the Sonoma County Library, which was established for the purpose of consolidating their existing public library services and continuing the operation of free public library services throughout the County of Sonoma.

B. The Sonoma County Library is a county free library pursuant to California Education Code Sections 19100, *et seq.,* a local agency pursuant to California Revenue and Taxation Code Section 95(m), and a special district pursuant to California Revenue and Taxation Code Section 2216.

C. The Sonoma County Library has been successful in providing county-wide free public library services to the public in the County of Sonoma, providing community education and literacy services, and fulfilling its mission since its creation on January 27, 1975.

D. The Parties to this Agreement hereby desire to continue the Sonoma County Library and the provision of free public library services throughout the County of Sonoma, and to amend the Original Agreement with respect to the terms and provisions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the executing Parties agree to the following terms and provisions:

I. PURPOSE

A. Amended and Restated Agreement. The purpose of this Agreement is to modify and amend the Original Agreement with respect to matters relating to membership, governance, administration, and operations of the Sonoma County Library ("Library"), a JPA Act entity. The terms and provisions of this Agreement replace the Original Agreement in its entirety. Unless expressly stated herein, this Agreement does not affect any of the Library's contracts, debts, revenues, claims, obligations, policies, procedures, or bylaws that pre-date this Agreement, which will continue to remain in full force and effect in accordance with their terms and/or applicable law.

B. Continuation of the Sonoma County Library as a JPA Act Public Entity. The parties to the Original Agreement created the Library as a distinct public entity, separate and apart from the parties to such agreement, pursuant to the provisions of the JPA Act (Government Code Section 6506) and Education Code Sections 19100, *et seq.* It is the intent of the Parties that, under this Agreement, the Library continue as a distinct public entity under the JPA Act and other applicable law. Pursuant to Government Code Section 6508.1, the debts, liabilities or obligations of the Library shall not be debts, liabilities or obligations of the individual Parties to this Agreement, unless the governing body of a Party expressly agrees in writing to assume any of the debts, liabilities or obligations of the Library.

C. Library Services Provided. The Library shall be responsible for operating, managing, and administering the integrated free public library system in the County of Sonoma, consistent with the terms of this Agreement.

D. Commitment to County-Wide Library System. The Parties to this Agreement agree to collaborate and work cooperatively with one another and the Library in good faith to ensure the provision of library services to Sonoma County citizens across the regional county-wide library system.

II. POWERS

A. General Powers. The Library shall have the powers common to the Parties to this Agreement that are necessary or convenient to the operation of the free public library system in the County of Sonoma, as well as other powers accorded to it by law, subject to the restrictions set forth herein.

B. Specific Powers. The Sonoma County Library is authorized in its own name to perform all acts necessary for the exercise of common powers to carry out this Agreement, including, but not limited to, the following:

1. To make and enter into contracts;

2. To employ agents and employees;

3. To obtain legal, financial, accounting, technical, and other services as needed to carry out its mission;

4. To acquire, construct, manage, maintain and operate any buildings, works, or improvements;

5. To acquire, hold, lease, or dispose of property;

6. To incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code §§ 53850, *et seq.*, and authority under the JPA Act;

7. To issue revenue bonds and other forms of indebtedness;

8. To impose, levy, collect or cause to be collected, to receive and use sales taxes, parcel taxes, Mello Roos taxes, property taxes, special taxes, or any other type of tax or assessment, as authorized by law;

9. To apply for, accept, and receive all permits, grants, loans, or other aids from any federal, state, or local public agency;

10. To receive and administer trusts, gifts, contributions, and bequests, as well as receive donations of property, funds, services and other forms of financial assistance, from any person, entity, or agency;

11. To sue and be sued in its own name;

12. To promulgate, adopt, and enforce any ordinances, policies, rules and regulations as may be necessary and proper to implement and effectuate the terms, provisions, and purposes of this Agreement; and

13. To exercise all powers reasonable or necessary to accomplish the foregoing.

C. Eminent Domain. The Library shall not have the power to acquire property by eminent domain unless the Member having jurisdiction over the subject property has expressly granted it such power in writing. Alternatively, Members may exercise their own eminent domain powers for the benefit of the Library. The Members shall work cooperatively and in good faith with the Library to address any eminent domain issues for the benefit of the regional library system.

D. Restriction on Exercise of Powers. Pursuant to the JPA Act (i.e., Government Code Sections 6508 and 6509), all common powers exercised by the Library shall be exercised in a manner consistent with, and subject to, the restrictions and limitations upon the exercise of such powers as are applicable to the County of Sonoma, a general law county.

III. EFFECTIVE DATE AND TERM

A. Effective Date. This Agreement shall become effective on August 1, 2014, or the date by which the governing bodies of all of the parties to the Original Agreement (the County of Sonoma and the Cities of Santa Rosa, Healdsburg, Petaluma, and Sonoma) have executed this Agreement, whichever is later. Such date shall be the "Effective Date" for purposes identified herein.

B. Term. This Agreement shall remain effective until it is terminated in accordance with the provisions set forth below in Section XI.A, subject to the rights of individual Parties to withdraw from the Library.

IV. MEMBERSHIP

A. Current JPA Members. Prior to the Effective Date of this Agreement, the sole Members of the Sonoma County Library are the County of Sonoma and the Cities of Santa Rosa, Healdsburg, Petaluma, and Sonoma. These parties shall remain Members of the Library after the Effective Date of this Agreement, subject to the terms and conditions herein.

B. Membership Eligibility. After the Effective Date of this Agreement, other incorporated cities within the geographic boundaries of the County of Sonoma may also become Members of the Library. To become a Member, the governing body of a city must: (1) approve of and request membership in writing; (2) execute this Agreement; and (3) present such documents to the Library Commission. Admission of a new Member under this provision shall not require this Agreement to be modified or amended.

C. "Member" Defined. For the purposes of this Agreement and after its Effective Date, the term "Member" shall refer to the County of Sonoma and any incorporated city within the geographic boundaries of the County which: (1) are eligible to join the Library as a Member pursuant to the provisions of this Agreement; (2) have signed this Agreement as a Party; and (3) have satisfied all other requirements to become a Member set forth herein.

V. LIBRARY ADVISORY BOARDS

A. LAB Creation. The Library shall establish a Library Advisory Board ("LAB") in each city or community in which at least one regional branch library operates. The LABs shall be comprised of, and shall be operated by, the residents of their respective service areas who shall be appointed by the Commission. Each LAB shall set its own procedural rules and operational bylaws, and shall comply with the provisions of the Ralph M. Brown Act, California Government Code Section 54950, *et seq*. As of the Effective Date, all existing LABs shall continue to remain in effect.

B. LAB Purpose. The purpose of the LABs shall be to provide information and make recommendations to the Commission and the Library Director on matters affecting library service based on input from their respective service areas.

C. LAB Liaisons. Each LAB may appoint one LAB member to act as a liaison to the Library Commission, who shall present an annual report on the activities of the LAB to the Library Commission.

D. Annual LAB Meeting. All LABs are encouraged to hold one combined meeting at least once a year to address system-wide library service and related issues.

VI. GOVERNANCE

A. Library Commission. The Library Commission ("Commission") is the governing and administrative body of the Sonoma County Library. Generally, it shall be responsible for exercising the powers set forth in this Agreement and applicable law to accomplish the purposes of the Library. Specific responsibilities of the Commission are as follows:

1. Provide structure and direction for operational, administrative and fiscal oversight of the Library;

2. Before the beginning of each Fiscal Year (as defined in Section IX.E), adopt, in its sole discretion, either an annual or a multi-year budget for the Library, and revise it periodically as necessary;

3. Ensure strict accountability of all funds and reports of all receipts and disbursements;

4. Identify and pursue additional funding sources for the Library;

5. If approved by a 2/3 vote of the Commission, issue bonds or other forms of indebtedness, and/or impose or levy taxes as authorized by this Agreement and/or applicable law;

6. Approve a strategic plan which addresses existing and proposed new facilities, operations, technology, and budget, at least once every ten years;

7. Adopt a facilities maintenance plan at least once every three years, and revise it as necessary;

8. Contract for, employ or otherwise engage sufficient administrative, technical, support and other staff, consultants and contractors, and provide for necessary direction, management and oversight for all staff, consultants and contractors;

9. Approve employment agreements or memoranda of understanding with employees and/or their representative bargaining units;

10. Adopt personnel rules and regulations;

11. Oversee the Library Director's performance of duties;

12. Adopt rules for procuring supplies, equipment and services, and for the disposal of surplus property;

13. Adopt a conflict of interest code, as required by law;

14. Adopt bylaws, policies, rules and regulations as necessary for the purposes of this Agreement; provided that nothing in the bylaws, policies, rules and regulations shall conflict with this Agreement or applicable law;

15. Review this Agreement once every ten years to determine its continuing effectiveness, and present written findings to Members; and

16. Discharge other duties consistent with the purposes of this Agreement as appropriate or required by statute.

B. Commissioners Appointed by Parties. The governing body of each Member of the Library shall be entitled to appoint one representative to sit on the Commission as a voting member ("Commissioner"). In addition, the County of Sonoma and the City of Santa Rosa shall also be entitled to jointly appoint one additional representative to sit on the Commission as a voting member. When a vacancy for said joint appointment occurs, the City of Santa Rosa and the County of Sonoma will advertise the vacancy, accept applications, review the applications, and forward them to the City of Santa Rosa Mayor and Chair of the Sonoma County Board of Supervisors for consideration. Interviews will be held if deemed appropriate. The Mayor and Chair shall jointly recommend one Commissioner candidate to the Sonoma County Board of

Supervisors and the Santa Rosa City Council, who shall approve the recommended candidate, which said approval shall not be unreasonably withheld. Should such candidate not be approved, then the Mayor and Chair shall jointly recommend subsequent candidate(s) until such time as a candidate is approved by the City Council and Board of Supervisors. Removal of said jointly appointed Commissioner shall only be by joint action of both the Sonoma County Board of Supervisors and the City Council of Santa Rosa.

Commissioners must be Sonoma County residents, and shall be appointed and serve pursuant to the rules of appointment adopted by each Member's governing body.

1. Each Commissioner shall be appointed to serve for a term of four years; provided, however, that ½ of the number of Commissioners initially appointed (as chosen by lots) shall serve for an initial term of two years, though all subsequent appointments shall be for a term of four years. There is no limit on the number of terms a Commissioner may serve.

2. Initial appointments to the Commission by Members shall become effective on the Effective Date, or immediately after a city first becomes a Member of the Library, whichever is later.

3. If a Member's seat on the Commission becomes vacant at any time, the governing body of the Member shall appoint another representative to fill the vacancy within 60 days of the date on which such position became vacant.

4. Commissioners newly appointed to the Commission shall be provided with training for their position by the Commission, Library Director, or other persons, as designated by the Commission.

C. Commission Officers. The Commissioners shall select, from among themselves, a Chair who shall be the presiding officer of all Commission meetings, and a Vice Chair who shall serve in the absence of the Chair. In addition, the Commission shall appoint a Secretary and/or Clerk (who need not be Commissioners) to be responsible for keeping the minutes of all meetings of the Commission and posting agendas.

D. Reimbursement of Expenses. Commissioners shall serve without compensation, but may be paid actual expenses incurred in the performance of their duties.

E. No Personal Liability of Commission Members. Under the JPA Act, no Commissioner shall be personally liable for any debts, obligations or liabilities of the Library, or on any bonds issued by the Library, nor subject to any personal liability or accountability by reason of the Library's incurrence of debts, obligations or liabilities or issuance of bonds.

VII. COMMISSION MEETINGS AND VOTING

A. Regular Meetings. The Commission shall hold its regular meetings on a monthly basis pursuant to a meeting schedule, but may reschedule or dispense with particular meetings as it deems necessary or appropriate.

B. Special Meetings. Special meetings of the Commission may be called by the Chair or as provided for in the bylaws.

C. Call, Notice, and Conduct of Meetings. All meetings of the Commission shall be noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code Section 54950, *et seq*. As soon as practicable, but no later than the time of posting, the Secretary or Clerk shall provide a copy of the posted agenda to each Member and Commissioner. Commissioners may attend meetings remotely (via telephone, video conferencing, etc.) with full voting rights, to the extent practicable and as permitted by law.

D. Minutes. The Secretary or Clerk shall prepare minutes of all Commission meetings as soon as practicable after each meeting, and shall make the draft minutes available to each Commissioner, the Members, and other interested parties upon request. The Commission shall consider the minutes at the next regularly scheduled meeting for approval.

E. Quorum. A majority of the Commissioners duly appointed to the Commission as of any meeting date shall constitute a quorum of the Commission for the transaction of business. If there is less than a quorum present at a meeting, no Commission action can be taken, and the meeting may be adjourned.

F. Voting. All voting power of the Library shall reside in the Commission. Each Commissioner shall have one vote. No absentee ballot or proxy is permitted. The affirmative vote of at least a majority of the Commissioners attending a meeting is required for the Commission to take any action. However, a 2/3 vote of all duly-appointed Commissioners is required for those actions expressly identified in Section VI.A.5 of this Agreement, and a vote of at least a quorum of all duly-appointed Commissioners is required for any of the following actions: (1) approval of the budget; (2) approval of collective bargaining agreements; (3) approval of new regional branch libraries; (4) decisions to incur debts from public or private lending sources that do not otherwise require a 2/3 vote; and (5) adoption or revision of bylaws.

VIII. OFFICERS, COMMITTEES, AND LIAISONS

A. Library Director. The Commission shall appoint a Library Director who shall meet the qualifications of a "county librarian" as specified in Education Code Section 19142. The Library Director shall report directly to the Commission, and shall serve at the pleasure of the Commission. The Library Director shall be responsible for the day-to-day operation, administration, and management of the Library, and shall perform duties as assigned by the Commission and specified in this Agreement.

1. Subject to the general policies adopted by the Commission, the Library Director shall build up and manage, according to accepted principles of library management, the library for the use of the residents of Sonoma County and shall, subject to budget limitations, determine what materials, furniture, fixtures, and equipment shall be purchased.

2. The Library Director shall have the power to employ staff, consultants and independent contractors as may be necessary to carry out the purposes of this Agreement, subject to the polices, rules and regulations set by the Commission.

3. The Library Director is authorized to make payments for the Library under any contract or agreement previously approved by the Commission where the payments are identified therein. The Commission may also, by resolution, authorize the Library Director to pay claims of the Library which do not exceed amounts identified in the resolution.

4. The Library Director shall apply for and, with the approval of the Commission, accept and administer grants and subventions from outside funding sources, both public and private.

5. The Library Director shall prepare and file all notices with the Secretary of State as required by Government Code Sections 6503.5, *et seq*., and shall be responsible for preparing and filing any other notices required by law.

6. The Library Director is the custodian of Library property and, pursuant to Government Code Section 6505.1, is required to file an official bond in an amount set by the Commission or as otherwise required by law.

7. Decisions of the Library Director regarding policies, facilities, and materials may be appealed to the Commission pursuant to criteria and procedures established in its bylaws.

B. Chief Financial Officer. The Library Director shall appoint a person, firm or entity to act as the Chief Financial Officer to the Library. The Chief Financial Officer shall be responsible for overseeing the Library's financial activities and shall, in writing, approve the accuracy of figures contained in each recommended budget presented to the Commission. The Chief Financial Officer shall report directly to the Library Director.

C. Treasurer, Controller, and Annual Audit. The Sonoma County Auditor-Controller-Treasurer-Tax Collector shall act as the Treasurer and Controller for the Library. The Treasurer and Controller shall perform all usual and customary duties of their offices for the Library, including but not limited to receiving all deposits, issuing warrants per direction, and other duties specified in Government Code Section 6505.5. The Commission may transfer the responsibilities of the Treasurer and/or Controller to any other person or entity as the law may provide at the time (see e.g., Government Code Section 6505.5). The Commission shall cause an independent annual audit to be made by a certified public accountant, or public accountant, in compliance with Government Code Section 6505.

D. Legal Counsel. The Commission shall appoint a person, firm or entity to act as general legal counsel to the Library.

E. Committees. The Commission may establish any advisory committees it deems appropriate to assist it in carrying out its functions, including both standing and ad hoc committees.

F. Liaisons. The Commission may appoint liaisons to the Commission as it deems appropriate to assist it in carrying out its functions, and to assist with outreach to school districts and other community institutions. In addition, each LAB may appoint one LAB member to act as a liaison to the Commission, per Section V.C of this Agreement.

IX. LIBRARY BUDGET, TAX LEVIES AND REPORTING

A. Budget Requirements. The Library shall operate only under an approved and balanced budget, which must be reviewed, adopted, and/or revised by the Commission each

Fiscal Year. The Commission may revise an adopted budget as may be reasonably necessary to address contingencies, and unexpected expenses or financial circumstances.

B. Budget Process. The Library Director is responsible for preparing the recommended budget to present to the Commission with assistance from the Chief Financial Officer. At least one month prior to the Commission's annual public sessions to be held on the budget, the Library Director and Chief Financial Officer shall hold a public discussion or workshop with respect to the budget.

C. Tax Levies. The County of Sonoma (and any other Member as applicable) shall continue to annually levy, in the same manner and at the same time as other similar taxes are levied, and in addition to all other taxes, the tax upon all property to maintain and improve the Library system. Such library tax revenues shall be deposited with the Library's Treasurer, and paid out for the purposes authorized by this Agreement.

D. Annual Report. The Commission shall comply with Education Code Section 18927, and shall provide an annual report to the State Librarian and the Members on the condition of the Library. The Library Director shall comply with Education Code Section 19169, and shall provide an annual report to the Commission, the Members, and the State Librarian on the condition of the Library.

E. Fiscal Year. The Library's Fiscal Year shall be 12 months commencing July 1 and ending June 30.

X. SERVICES, RESOURCES, AND FACILITIES

A. Services. It is the intention of the Parties that the services the Library presently offers to the public be continued at or above current levels in all of its regional branch libraries. Such services include, but are not limited to, the size and quality of collections, hours of operation, qualifications of staff, and availability of technology. The Library shall endeavor to increase existing levels of services, and the locations in which services are provided, as allowable.

B. Distribution of Resources. The Library shall distribute its personnel, financial and technological resources among the various regional library branches in an equitable fashion, unless such distribution is expressly restricted (such as conditions in a gift or bequest).

1. With respect to hours of operation, an equitable distribution of resources requires that all regional branch libraries be funded in a manner allowing them to remain open to the public the same baseline number of hours, with the exception of the Central Branch in Santa Rosa (which may be funded to allow it to remain open to the public for more hours than the other regional branch libraries).

2. Nothing in this Agreement shall be construed as prohibiting a Member, person, or other entity from providing a gift, devise, endowment, donation or bequest ("endowment or donation") to a particular regional branch library for a specific purpose, or prohibiting a particular regional branch library from accepting such endowment or donation; provided, however, that access to any such conferred benefit at the regional branch at issue must be made be available to all Sonoma County residents, and the endowment or donation not be

used to extend or expand hours of service at the regional branch(es). The Commission may elect to develop policies, procedures and requirements in its bylaws to establish conditions for endowments and donations.

C. Facilities. All facilities used or operated by the Library shall meet minimum standards satisfactory to the Commission.

1. The Library shall enter into and maintain lease agreements for each facility in which it operates, or intends to operate, a regional branch or rural station library, unless the facility is owned by the Library. The Commission shall establish lease agreement standards and requirements in its bylaws, and shall approve Library leases that are consistent therewith.

2. The Library and Members who own library facilities shall work together to plan for the provision and payment of capital improvements and capital repairs to facilities operated by the Library, including but not limited to major repair and replacement of building structures, HVAC systems, plumbing, roofing, ADA improvements, and other structural elements or external features such as parking lots.

3. Any temporary or permanent relocation of a regional branch library shall be mutually agreed upon by the Library and the Member(s) owning the subject library facility or facilities.

a. Notwithstanding the foregoing, in consideration of its unique and important role in the provision of county-wide library services, the Library shall continue to have the exclusive occupancy and control of the Central Library building and grounds in Santa Rosa, California, subject to a written lease. The Library has previously paid the City of Santa Rosa approximately $1,355,895 to allow it to retire its outstanding bonded indebtedness for which the City was liable on account of the Central Library building. Upon retirement of such indebtedness, the City of Santa Rosa has agreed to allow the Library to continue to occupy and control it without further debt service from the Library.

b. In the event the City of Santa Rosa withdraws from the Library, and provided the County of Sonoma continues to be a Member of the Library, the Library shall have the right to lease such portions of the Central Library building as are essential for the operation of the County library, under terms which are mutually agreeable to the Library and the City of Santa Rosa.

4. Members shall obtain the prior written approval of the Commission with respect to any proposed new library branches and any expansion/remodeling of existing library branches, including approval of plans and specifications. With respect to any library facility owned by a Member, the Commission shall not unreasonably withhold its approval of modifications proposed by that Member if they are required by state or federal law. Any architects retained by a Member for such purposes shall consult with the Library Director as often as the latter deems necessary to the proper exercise of his/her responsibilities.

XI. TERMINATION AND WITHDRAWAL

A. Mutual Termination. This Agreement may be terminated only by the mutual agreement of all of the Parties; withdrawal of all but one of the Parties shall constitute a mutual termination of this Agreement by all Parties as of the end of the Fiscal Year in which the penultimate Party withdraws. Upon termination of this Agreement, Members shall mutually agree upon the disposition of Library funds and assets remaining after satisfaction of all of its debts and obligations, and Members shall retain any real property interests already owned by the Members (i.e. the buildings, underlying land, etc.). If the Members are unable to reach an agreement on such disposition, the Library funds and assets shall be apportioned pursuant to each Member's proportionate share (based on assessed values for library tax purposes), which shall be determined by the Library's Treasurer.

B. Withdrawal. Individual Members may withdraw from the Library without affecting the continuing operation or administration of the Library. Individual Members may withdraw from the Library by complying with all applicable laws and by giving a minimum of one year's written notice to the Commission and all other Members, which withdrawal shall be effective only at end of a given Fiscal Year. Subject to the terms of any lease and Section XC3b, any Member who withdraws from the Library shall retain any real property interests already owned by such Member (i.e. the buildings, underlying land, etc.). Upon withdrawal, the withdrawing Member shall not be entitled to distribution of any Library property or funds; rather, the Library shall retain all property used in the provision of library services at the Member's facilities, including but not limited to furniture, fixtures, technology, equipment, library collections and materials, and the like. Further, a withdrawing Member shall be responsible for satisfying its proportionate share (based on assessed values for library tax purposes) of all outstanding debt and obligations for system-wide costs, and all costs relegated to any regional branch library in the Member's jurisdiction, that exist at the time of withdrawal. Upon withdrawal, all future library tax revenues attributable to the withdrawing Member shall revert to that Member only if it assumes the responsibilities of providing a free public library within its jurisdiction and if otherwise allowed by law. Upon the withdrawal of an Individual Member, the Library may elect to continue to provide library services in the withdrawing Member's jurisdiction as it deems fit, but is not obligated to do so.

XII. MISCELLANEOUS PROVISIONS

A. Privileges and Immunities from Liability. All of the privileges and immunities from liability, applicable to the activities of officers, agents or employees of a public agency when performing their respective functions, shall apply to the officers, agents or employees of the Library to the same degree and extent while performing any of the functions and other duties of such officers, agents or employees under this Agreement. None of the officers, agents or employees directly employed by the Library shall be deemed, by reason of their employment by the Library, to be employed by the Parties to this Agreement or subject to any of the requirements of the Parties.

B. Insurance. The Library shall be required to obtain insurance, or join a self-insurance program(s) in which one or more of the Parties participate, appropriate for its operations. Any and all insurance coverages provided by the Library, and/or any self-insurance programs joined by the Library, shall name each and every Party to this agreement as an

additional insured for all liability arising out of or in connection with the operations by or on behalf of the named insured in the performance of this Agreement. Minimum levels of the insurance or self-insurance program shall be set by the Library in its ordinary course of business. The Library shall also require all of its contractors and subcontractors to have insurance appropriate for their operations.

C. Indemnification of Parties and Participants. The Library shall defend, indemnify, and hold harmless the Parties and each of their respective officers, agents, and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Library.

D. Amendment of this Agreement. This Agreement may be amended only by the written agreement of all Parties.

E. Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

F. Parties to be Served Notice. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices directed to the Library shall be addressed to the Chair of the Library Commission, or such other person designated in writing by the Commission, and shall be copied to all Parties.

G. Complete Agreement. This Agreement constitutes the full and complete agreement of the Parties with respect to the subject matter hereof. All prior negotiations and written and/or oral agreements between the Parties with respect to the subject matter of this Agreement are merged into this Agreement.

H. Execution in Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all signing Parties had signed the same instrument.

WHEREFORE, the Parties agree to and execute this Agreement as of the dates set forth below.

Signed on _____ 2014, by

CITY OF CLOVERDALE

by _____

its duly authorized officer whose position is that

of_____

Signed on _____ 2014, by

CITY OF COTATI

by _____

its duly authorized officer whose position is that

of_____

Signed on _____ 2014, by

CITY OF HEALDSBURG

by _____

its duly authorized officer whose position is that

of_____

Signed on _____ 2014, by

CITY OF PETALUMA

by _____

its duly authorized officer whose position is that

of_____

Signed on _____ 2014, by

CITY OF ROHNERT PARK

by _____

its duly authorized officer whose position is that

of_____

Signed on _____ 2014, by

CITY OF SANTA ROSA

by _____

its duly authorized officer whose position is that

of_____

Signed on _____ 2014, by

CITY OF SEBASTOPOL

by _____

its duly authorized officer whose position is that

of_____

Signed on _____ 2014, by

CITY OF SONOMA

by_____

its duly authorized officer whose position is that

of_____

Signed on _____ 2014, by

TOWN OF WINDSOR

by _____

its duly authorized officer whose position is that

of_____

Signed on _____ 2014, by

COUNTY OF SONOMA

by _____

its duly authorized officer whose position is that
of_____

Bylaws of the
Sonoma County Library Commission

REVISED: July 6, 2022
REVISED: June 4, 2018
REVISED: June 6, 2016
REVISED: January 21, 2016
REVISED: December 19, 2014

I. Mission Statement. The mission of the Sonoma County Library is to bring information, ideas, and people together to build a stronger community.

II. Definitions

A. Brown Act: This term refers to the Ralph M. Brown Act, California Government Code § 54950, *et seq*.

B. JPA Agreement: This term refers to the First Amended and Restated Joint Powers Agreement for the County-Wide Provision of Library Services by the Sonoma County Library of 2014.

C. Library: This term refers to the Sonoma County Library.

D. JPA Members: This term refers to the signatories of the JPA Agreement which are the Members of the Library. They are the County of Sonoma and the Cities of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and the Town of Windsor, as well as such other and future Members of the Library as allowed by the JPA Agreement.

III. Legal Status of the Sonoma County Library

A. Joint Powers Authority Entity. The Library is a free public library providing collection materials, resources, community education and literacy services county-wide to the residents of Sonoma County. The Library is defined by the terms of the JPA Agreement.

B. Governing Body. The Library is governed by the Sonoma County Library Commission, which is composed of eleven Commissioners appointed by the JPA Members pursuant to the terms of the JPA Agreement.

The powers and responsibilities of the Library Commission are governed by the JPA Agreement as well as related requirements in the Government Code and Education Code of the State of California (collectively, "Governing Law"). Nothing in these Bylaws is intended to change requirements contained in the Governing Law.

C. Library Officers. The officers of the Library are delineated in the JPA Agreement and include: (1) the Library Director, who is appointed by the Commission pursuant to

the terms of the JPA Agreement; (2) the Chief Financial Officer, who is appointed by the Library Director; (3) the Treasurer and Controller, who is appointed by the JPA Agreement as the Sonoma County Auditor-Controller-Treasurer-Tax Collector, unless the commission transfers these responsibilities to any other person or entity as the law may allow.

D. Principal Office. The principal office for the transaction of business of the Library shall be the Sonoma County Library Headquarters located at 6135 State Farm Drive, Rohnert Park, California 94928.

IV. Oversight of Library Operations

A. Oversight Requirement. The Commission provides structure and direction for the operational, administrative and fiscal oversight of the Library.

B. Library Director. The Commission hires the Library Director, monitors the performance of the Director, and can terminate the employment agreement. The Commission will conduct an annual performance review of the Director.

C. Appeals of Library Director Decisions. If permitted by a Commission approved policy or procedure, decisions of the Library Director may be appealed to the Commission following the procedures set forth in Section XII of these Bylaws.

D. Budget. The Commission will work with the Library Director to develop the annual (or multi-year) budget, before each Fiscal Year, and revise it periodically as necessary.

E. Expenditures. The Commission, with the assistance of the Finance Committee, will track expenditures and revenue against the budget, and make adjustments as required. The Commission will ensure strict accountability of all funds and reports of all receipts and disbursements.

F. Execution of Documents. The Commission and the Library Director (as and to the extent authorized by the Commission), may authorize any officer or officers or agent, to enter into any contract or execute any instrument in the name of and on behalf of the Library, and such authority may be general or confined to specific instruments. Unless so authorized by the Commission or Library Director, no officer, agent or other person shall have any power or authority to bind the Library by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

V. Commissioners

A. Appointment of Commissioners. JPA Members are entitled to appoint representatives to sit on the Library Commission as voting Commissioners pursuant to the terms of the JPA Agreement. Commissioners must be Sonoma County residents at all times during the appointment, and must comply with the rules of appointment adopted by their respective appointing Member and with the appointment procedures set forth in the JPA Agreement. Each JPA Member shall appoint one Commissioner,

and in addition the County and City of Santa Rosa shall appoint a joint Commissioner.

B. Term of Appointments. Library Commission appointments shall be for a term of four years, beginning on August 1 and ending on July 31 four years later. Commissioners may be reappointed by their Member. A Commissioner may resign or be replaced at any time by the appointing JPA Member. Upon a Commission seat becoming vacant, the responsible appointing JPA Member shall, within 60 days of the vacancy, appoint a replacement Commissioner to complete the term. In the event that the jointly appointed commissioner position is vacated, the position must be filled in compliance with the applicable provisions of the JPA Agreement.

Pursuant to the terms of the JPA Agreement, the terms of Commissioners are staggered to ensure continuity of experience and allow for transition planning. Accordingly, the terms of the Petaluma, Santa Rosa, Rohnert Park, Sebastopol, Healdsburg, and the joint Santa Rosa/County representatives begin August 1st of the same year; the terms of the Windsor, Sonoma, Cotati, Cloverdale, and the County representatives begin August 1st two years later.

C. Training. Periodically, Commissioners will be trained on applicable rules and procedures, legal responsibilities, ethics, and library practices. The Library Director and Commission Chair shall work together to ensure such training is provided.

D. Attendance at Commission Meetings. Commissioners are expected to attend all regularly scheduled and special meetings. Personal attendance is encouraged, though telecommunications attendance is permitted in accordance with the Brown Act. The Commission Chair shall notify an appointing Member if a Commissioner has had three (3) or more unexcused absences from meetings in one fiscal year.

VI. Commission Officers

A. Election of Chair and Vice Chair. At its regular July meeting, the Commission shall annually elect one Commissioner to serve as the Commission Chair and another Commissioner to serve as the Commission Vice Chair. These elected officers shall take office on August 1. These elected officers shall continue to hold office until they resign or are removed by the commission, deemed disqualified to serve, or replaced by elected and qualified successors.

B. Duties of the Chair. It shall be the duty of the Chair to: (a) preside over meetings of the Commission and ensure they are conducted in compliance with applicable laws as well as rules and bylaws governing the Commission; (b) consult with the Clerk as necessary in the preparation of the Agendas for meetings of the Commission; (c) execute contracts and other instruments on behalf of the Commission as authorized by the Commission; (d) create and terminate ad hoc committees as necessary; (e) schedule special and emergency meetings as necessary; (f) represent the Commission and the Library as occasion demands, and (g) appoint individuals to committees and may appoint alternates.

C. Duties of the Vice Chair. The Vice Chair shall, in the absence or disability of the

Chair, or when a vacancy exists in the office of Chair, perform all duties of the Chair. When acting as the Chair, the Vice Chair shall have the powers of, and be subject to the restrictions placed upon, the Chair.

D. Interim Chair. If neither the Chair nor the Vice Chair are available to take necessary action, the following shall serve as the Interim Commission Chair in the order listed: (a) the Chair of the Finance Committee; (b) the Chair of the Advocacy and Public Relations Committee; (c) a Commissioner appointed by the Chair; or (d) a Commissioner selected by majority vote of the Commissioners. Any Interim Commission Chair shall have the powers of, and be subject to the restrictions placed upon, the Chair.

E. Removal or Resignation. The Chair or Vice Chair may resign or may be removed from office, with or without cause, by a majority vote of the Commission at any time. A vacancy caused by death, resignation, or removal of either of these offices may be filled immediately upon a majority vote of the Commission on or before the next regularly scheduled election.

VII. Committees

A. Authority to Form Committees. The Commission may form and terminate committees comprised of less than a quorum of Commissioners and/or members of the public or Library employees as deemed appropriate by the Commission. Such committees may be standing, temporary, or ad hoc committees. All committees must comply with the open and public meeting requirements of the Brown Act unless exempted from such compliance by its terms. Unless otherwise specified, each committee shall elect its own Chair who shall ensure compliance with the Brown Act and other applicable rules.

B. Standing Committees. The following standing committees are established pursuant to these Bylaws.

1. Finance Committee. A Finance Committee consisting of no less than three nor more than five Commissioners shall be established as a standing Committee. The Chair of the Commission shall appoint Commissioners to this committee, and has the authority to appoint a member of the committee to serve as Commission liaison to any other committee.

The Finance Committee shall perform the following functions: (a) monitor Library finances and develop recommendations for the Commission on budget and financial issues; (b) review the annual draft audit prior to presentation to the Commission; and (c) review fiscal policy and monitor major liabilities, CALPERS and OPEB, as well as the fund balances. The Finance Committee may also perform other functions if so directed by the Commission.

2. Director Evaluation Committee. A Director Evaluation Committee consisting of no less than three nor more than five Commissioners shall be established as a standing committee. The Chair of the Commission shall appoint Commissioners to this

committee.

The Director Evaluation Committee shall perform the following functions: (a) provide feedback and evaluation to the Library Director; and (b) make recommendations to the Commission with respect to the performance of the Library Director.

3. Other Standing Committees. Other standing committees may be established by the commission if it determines a need.

C. Ad Hoc Committees. The Commission may, from time to time, appoint special committees for selected tasks and shall define the size, composition, purposes, and duration of such committees. Ad Hoc committees shall review matters within the scope of their assigned work and shall advise the Commission and the Library Director thereon. All ad hoc committees shall disband when they have completed the work for which they were appointed. Ad Hoc Committee chairs shall be appointed by the Commission Chair.

VIII. Library Advisory Boards and Liaisons

A. Liaisons. The Commission and/or chair may establish liaisons as it deems appropriate to assist it in carrying out its functions, and to assist with outreach to school districts and other community institutions. The chair shall appoint people to serve as liaisons.

B. Library Advisory Boards (LABs). Library Advisory Boards (LABs) are established in each city or community in which at least one regional branch library operates. The LABs shall be comprised of, and shall be operated by, the residents of their respective service areas who shall be appointed by the Commission. Each LAB shall set its own procedural rules and operational bylaws, and shall comply with the provisions of the Brown Act.

C. Commission shall develop procedures, purposes, and roles for the LABs. Each Commissioner shall be a liaison to the LAB of the Commissioner's appointing JPA Member.

IX. Commission Meetings

Commission meetings and agendas shall be conducted in accordance with the Brown Act. In the event of an apparent conflict between the Brown Act and these Bylaws, the Brown Act shall control.

A. Regular Meetings. The Commission shall hold regular monthly meetings. The dates, times, and locations of regular meetings shall be set by majority vote of the Commission. Notice and Agenda posting for all regular meetings shall be provided at least 72 hours prior to the time of the meeting.

B. Special Meetings. Special meetings may be called only by the Commission Chair at the Chair's discretion; however, if three or more Commissioners request a

special meeting on a particular matter which should be heard prior to a regularly scheduled meeting, then the Commission Chair is obligated to call for one.

If notice and Agenda posting of a special meeting can be provided within the 72-hour time period required for regular meetings, then the notification rules regarding regular meetings shall apply.

In addition, notice of a special meeting may be given no less than 24 hours before the time of such meeting. In such event, notice of the meeting shall be provided in writing to each Commissioner and the public no less than 24 hours before the time of such meeting. In addition, notice must be sent to each local newspaper of general circulation and radio or television station that has requested such notice in writing in a manner which ensures receipt at least 24 hours before the time of the meeting. The notice shall specify the date, time and place of the special meeting as well as the matters to be addressed and the business to be transacted.

C. Emergency Meetings. Emergency meetings may be called only by the Commission Chair at the Chair's discretion; however, if three or more Commissioners request an emergency meeting on a particular matter which should be heard prior to a regularly scheduled meeting and prior to the time allowed for a special meeting, then the Commission Chair is obligated to call for one.

Notice of emergency meetings shall be given in writing to each Commissioner and the public at least 12 hours before the time of such meeting. In addition, written or oral telephonic notice must be given to each local newspaper of general circulation and radio or television station that has requested such notice in writing at least 12 hours before the time of the meeting. The notice shall specify the date, time and place of the emergency meeting as well as the matters to be addressed and the business to be transacted.

D. Closed Sessions. Portions of a Commission meeting or an entire meeting may be closed to the public, under the specific criteria and pursuant to the procedures stated in the Brown Act.

E. Agenda. The Agenda for each meeting is set by the Chair and the Clerk, with input from the Commissioners. An item shall be added to a meeting Agenda upon request from two or more Commissioners. During a meeting, the Chair has discretion to call the items on the Agenda in any order.

Agendas shall be posted in writing for public notice in all library branches and shall be made available on the Library's website within the timelines required by these Bylaws. After an Agenda has been posted, no changes may be made to it; however, at the outset of a meeting, the Chair may remove an item from the Agenda or correct errors or omissions contained on the Agenda which do not materially alter it. Each Agenda shall specify the location, date and time of the meeting, as well as identify the matters to be addressed and the business to be transacted.

F. Change in Time and Place of Meetings. Prior to the posting of an Agenda, the

date, time and place of a meeting may be changed upon a majority vote of the Commissioners. If an Agenda has already been posted, a regular or special meeting can be temporarily adjourned and then re-adjourned to a time and place specified in the order of adjournment; if no time is specified, then the meeting is continued to the hour for regular meetings.

G. Adjournment. The Commission may adjourn any regular, adjourned regular, special, adjourned special meeting, emergency meeting, or adjourned emergency meeting to a date, time and place specified in the order of adjournment. An adjournment may be announced to honor one or more persons.

If there is less than a quorum of the Commission at any meeting, the Commissioners attending the meeting may adjourn it to a different date, time, and/or location per an order of adjournment. A copy of an order of adjournment must be posted within 24 hours after the adjournment, at or near the door of the place where the meeting was held.

If a meeting is adjourned for less than five calendar days, then no new Agenda need be posted so long as a new item of business is not introduced.

X. Meeting Procedures and Voting

A. Clerk of the Commission. The Library Director shall be the Clerk of the Commission. The duties of the Clerk include: (1) ensuring the creation of notices and agendas necessary for Commission and committee meetings; (2) duplicating and mailing notices and/or agendas in advance of meeting dates as required by applicable laws; (3) causing meeting minutes to be taken and summarized in writing; (4) certifying official documents of the Commission; and (5) maintaining such official records of the Commission as necessary.–The Library Director may delegate some or all of these duties to a Library employee who shall serve as Commission Assistant.

B. Quorum. A majority of the total number of Commissioners duly appointed to the Commission as of any meeting date shall constitute a quorum for the transaction of Commission business. If there is less than a quorum present at a meeting, no Commission action can be taken, and the meeting may be adjourned.

Every action taken or decision made by a majority of the Commissioners present at a meeting duly held at which a quorum is present shall be regarded as the action of the Commission, unless a greater number is required by the Governing Law.

C. Voting. Commissioners shall have equal voting rights. Each Commissioner shall be entitled to one vote, which shall be cast in person or remotely using telecommunication technology following the notification requirements of the Brown Act. Votes shall be taken by voice, except that a vote shall be repeated by tally at the request of the Chair or any Commissioner. No absentee ballot or vote by proxy is permitted.

D. Minutes and Recording. Action minutes of each meeting shall be prepared by or

at the direction of the Clerk. The minutes of every meeting shall be distributed prior to the next meeting to each Commissioner, and to such other persons, agencies or firms as may request them. A complete set of minutes as approved by the Commission and attested by the Clerk shall remain on file at the principal office of the Commission, and shall be open to inspection by any person at all reasonable times during office hours.

Meetings are video recorded, and are available for viewing at the Library website. The video recording shall be retained pursuant to the Commissioned approved record retention schedule and Governing Law.

E. Rules of Order. The rules contained in the most recent edition of *Rosenberg's Rules* of *Order* shall govern all meetings of the Commission, except in instances of conflict between said Rules of Order and these Bylaws or the Governing Law, in which case the *Rules of Order* shall not apply.

F. Public Comment. Members of the public are welcome to address the Commission and the meetings of any other committee subject to the Brown Act. The public shall be entitled to comment on Agenda items as well as on items not on the Agenda. The time at which public comments are allowed during the meeting, and the time limits for such comments, are set at the discretion of the Chair.

XI. Operational Procedures

A. California State Library Report. The Commission will work with the Library Director to provide the statistical information in the report that is required by the California State Library.

B. Report to JPA Members. Each year the Library shall report in writing to the JPA Members on the state of the Library, no later than the end of the current fiscal year in regard to the prior fiscal year. It is the responsibility of each Commissioner to share the report with their appointing body.

C. Strategic Plan. The Commission shall approve a strategic plan which addresses existing and proposed new facilities, operations, technology, and budget, at least once every ten years. The Library Director shall be responsible for causing such a plan to be prepared and presented to the Commission for discussion and adoption.

D. Facilities Maintenance Plan. The Commission shall adopt a facilities maintenance plan at least once every three years, and revise it as necessary. The Library Director shall be responsible for causing such a plan to be prepared and presented to the Commission for discussion and adoption.

E. Authority to Bind Library and Execution of Documents. Unless authorized by the Commission, no officer, agent, or other person shall have any power or authority to bind the Library by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or to any amount. Upon approval or authorization of the Commission, the Library Director may authorize an agent to execute an instrument in the name of and on behalf of the Library. The authority granted by the Library Director may be

general or confined to specific instruments.

F. Capital Improvements and Repairs. The Commission shall work with the JPA Members to provide for capital improvement and repairs to ensure that facilities are maintained and improved to provide the best possible facilities for each Member.

G. Facility Leases.

1. General Requirements. All facilities used or operated by the Library shall meet minimum standards satisfactory to the Commission as determined on a case-by-case basis, which shall depend upon the specific purposes for the facility as well as the attendant circumstances and conditions.

2. Requirements Applicable to Leases with Members for Branch Libraries. As required by the Amended and Restated JPA Agreement the Library shall enter into leases with Members which own or control branch library facilities. The underlying goals of such leases are to require Members to provide facilities which are both habitable and appropriate for use as public libraries at no cost to the Library; in return, the Library shall be required to provide general maintenance and certain repair services for facility upkeep. Specific obligations of the parties, to be included in facility leases, shall be as follows:

a. Member Obligations. Members shall maintain and repair: (i) the building shell, including exterior walls, roofs, doors, and major structural members, (ii) windows, if damage originated outside, and (iii) sidewalks, parking lots, parking lot lights, and flagpoles. In addition, Members shall be responsible for replacing any major components of the HVAC equipment and electrical service panel.

b. Library Obligations. The Library shall: (i) maintain and service the HVAC system at least biannually; (ii) furnish all fixtures and carpets; (iii) repair damage to windows if it originated inside; and (iv) maintain landscaping, unless it is part of a larger facility to be maintained by the Member.

XII. Administrative Appeals

A. General.

1. Appealable Decisions. Where a Library policy explicitly provides for an appeal of the Library Director's decision on a matter, any Library patron may submit such an appeal to the Commission pursuant to these procedures. Such a patron is herein referred to as the "appellant."

2. Exclusions for Appeal Process. These procedures are not applicable to and expressly exclude any claim concerning the interpretation, application, or alleged violation of the Memorandum of Understanding between the Library and SEIU Local 1021, CtW, CLC.

B. Hearings – Appeals of Library Director Decisions.

1. Submission of Administrative Appeals. Administrative Appeals addressed to the Library Commission shall be submitted in writing by the appellant and must provide details regarding the matter requested to be reviewed, all arguments underlying the request for review, and all documentation related to the matter to be reviewed which would allow the Commission to fully consider it. The appeal must specifically cite the policy provision at issue.

2. Time of Appeal. Administrative Appeals to the Library Commission must be submitted no later than the 10th day after the date on which the Library Director or his or her designee has provided the applicant a written notification of the decision on the matter that is the subject of the appeal. The appellant's written appeal and all related documentation must be timely submitted to both the Library Director (at the Library's Headquarters) as well as to the Library Commission c/o the Commission Assistant (at the Library's Headquarters).

3. Appeal Hearings.

(a) A timely submitted Administrative Appeal shall be scheduled as an action item in open session at a regular meeting of the Commission no less than fifteen (15) days and typically no more than forty-five (45) days of the appeal's submission.

(b) At the hearing the person contesting the decision of the Library Director shall be given the opportunity to testify and to present evidence in support of their contest. The Library Director or his or her designee shall be given the same opportunity. The Commission shall conduct the hearing informally, both as to rules of procedure and admission of evidence, in any manner which will provide a fair hearing.

(c) The failure of the appellant to appear at the Commission's hearing or, in the alternative, to present written or demonstrative evidence shall constitute an admission of the violation by the appellant or an acceptance of the Library Director's decision on the matter, as the case may be.

4. Final Decisions. After considering all the testimony and evidence submitted at the hearing, the Commission may issue an oral decision to uphold or reject the Library Director's decision in whole or in part and state the reasons for that decision. Alternatively the Commission may elect to issue a written decision on the matter. In the event the Commission elects to issues a written decision, such decision shall be issued within thirty (30) days following the completion of the hearing. The decision of the Commission shall be final upon transmittal to the appellant, subject only to judicial review as allowed by law. The person or entity submitting the appeal shall be provided with notice that the time within which judicial review of a final decision of the Commission must be sought is governed by the 90-day period of California Code of Civil Procedure section 1094.6, adopted herein by this reference.

XIII. Legal Counsel

A. General Counsel. The Commission shall appoint a person, firm or entity to act as general legal counsel to the Commission and to the Library.

B. Special Counsel. The Commission may appoint a person, firm, or entity to act as special counsel to the Commission and the Library for a specific matter or area of law, as the commission determines appropriate.

XIV. Amendment of Bylaws

A. Amendment of Bylaws. These Bylaws may be modified by amendment, or new bylaws may be adopted, by a majority vote of the Commission at any regularly scheduled meeting.