



REGULAR MEETING AGENDA

Board of Library Trustees

**7300 La Palma Ave. Buena Park, CA 90620
Building 10, Room 16**

September 1, 2026 | 6:00 P.M.

REPORTS AND DOCUMENTATION: *The District provides a public inspection copy of all materials included in the agenda packet distributed to the Board members at the meeting. Members of the public who wish to obtain a copy of any document may do so by completing a Public Records Request at <https://www.buenaparklibrary.org/public-records-request>.*

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact Library Administration at (714) 826-4100 Extension 120 at least 48 hours prior to the meeting so the Buena Park Library District may make reasonable arrangements to ensure accessibility to the meeting.

1. **CALL TO ORDER** (Library Board President)
2. **PLEDGE OF ALLEGIANCE** (Library Board President)
3. **ROLL CALL** (Library Board President)
4. **PRESIDENT'S REMARKS AND BOARD MEMBER COMMENTS**
This is the opportunity for the President and Board Members to give reports about conferences/training and comments on items of general interest to the community.
5. **COMMUNICATIONS AND COMMENTS FROM THE PUBLIC CONCERNING ITEMS NOT ON THE AGENDA** (3 MINUTES PER SPEAKER)
Individuals may address the Board regarding any item of Library District business not on the agenda. While all comments are welcome, the Brown Act does not allow the Board to take action on any item not on the agenda.

CONSENT CALENDAR (Items 6-7)

The Consent Calendar adopting the printed Recommended Board Action will be enacted with one vote. The Board President will first ask the staff and the Board if there is anyone who wishes to remove any item from the Consent Calendar for discussion and consideration.

Recommendation: Approve items 6-7 on the Consent Calendar.

6. Minutes of the Board of Library Trustees Regular Meeting on August 4, 2026 (Receive, File, and Approve)
7. Payment Register for July 2026 (Receive and file)

REPORTS FROM LIBRARY ADMINISTRATION

8. Monthly Statistical Reports
 - Database Usage for July 2026
 - Trend Analysis for July 2026
 - Program Statistics Summary for July 2026
9. Library Director's Report for August 2026
10. Quarterly CalPERS CERBT Report for Quarter Ending June 30, 2026

FINANCIAL REPORTS

(will be provided at the meeting – not available at time of printing)

11. Analytical Financial Overview July 2026
12. Summary of Budget vs Actuals July 2026
13. Budget vs Actuals Detailed Statement July 2026
14. Summary Statement of Revenues, Expenditures and Changes in Fund Balance July 2025 – July 2026
15. Detailed Statement of Revenues, Expenditures and Changes in Fund balance July 2026
16. Treasurer's Report July 2026

NEW BUSINESS

17. Award of Construction Contract for Library Renovation Project to Monet Construction in the amount of \$6,953,432.00
 - Recommended Action: 1) Adopt Resolution 2026-20 awarding a Construction Contract for the Library Renovation Project; 2) Award the construction contract for the Library Renovation Project to Monet Construction, Inc., the lowest responsible and responsive bidder, in the amount of \$6,953,432.00; 3) Authorize a construction contingency of \$1,043,015.00 for unforeseen conditions and necessary project changes during construction; and 4) authorize the Library Director to administer the construction contract and approve change orders within the authorized contingency amount and in accordance with District policies and applicable law.
18. Approve the award of a contract to Yamada Enterprises not to exceed \$440,807.46 using the California Multiple Award Schedule Contract (CMAS) #4-24-08-1008
 - Recommended Action: 1) Approve the award of a contract to Yamada Enterprises pursuant to the State of California CMAS contract #4-24-08-1008 for furniture and shelving relocation, protection, procurement, design coordination, and installation services associated with the Library Renovation Project; 2) Authorize an expenditure not-to-exceed \$440,807.46; 3) Authorize the Library Director to make any necessary non-monetary changes to the agreement; and 4) Authorize the Library Director to execute the agreement.

19. Resolution 2026-21 Adopting a Conflict of Interest Code Policy and amendments to Conflict of Interest Code Filers

- Recommended Action: 1) Adopt resolution 2026-21 adopting a Conflict of Interest Code Policy; and 2) Approve Code Amendments as presented

FUTURE AGENDA ITEMS

20. Agenda preparation for the Regular Meeting which will be held on October 6, 2026, at 6:00 p.m.

This is the time for board members to publicly request that items be placed on future agendas.

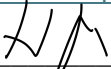
CLOSED SESSION

21. Public Employee Evaluation ((Gov. Code § 54957(b)(1))
- Employee: Library Director

ADJOURNMENT

CERTIFICATION OF POSTING

I, Helen Medina, Library Director of the Buena Park Library District, hereby certify that the Agenda for the September 1, 2026, Regular Meeting of the Board of Library Trustees of the Buena Park Library District was posted on August 29, 2026, at 7300 La Palma Ave Buena Park, CA and online at www.buenaparklibrary.org.



Helen Medina, Library Director

MINUTES
REGULAR MEETING OF THE BOARD OF TRUSTEES
OF THE
BUENA PARK LIBRARY DISTRICT
AUGUST 4, 2026

CALL TO ORDER: President Estrada called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Board Members Present: President Brenda Estrada, Secretary Christian Quintero, and Trustee Rudy Solorzano.

Trustees Jensen and Rams were absent.

Staff Present: Helen Medina, Library Director; Patty Salas, Administrative Specialist.

Guests Present: Ann Thompson, Library Services Manager.

PRESIDENT'S REMARKS AND BOARD MEMBER COMMENTS

There were no comments.

COMMUNICATIONS AND COMMENTS FROM THE PUBLIC CONCERNING ITEMS NOT ON THE AGENDA

There were no comments.

CONSENT CALENDAR (ITEMS 6-7)

6. Minutes of the Board of Library Trustees Regular Meeting on July 7, 2026 (Received, filed, and approved)
7. Approval of the Master Intergovernmental Cooperative Purchasing Agreement with OMNIA Partners and authorize the Library Director to execute the agreements (Approved)

MOTION by Trustee Quintero to approve the Consent Calendar.

SECOND by Trustee Solorzano.

AYES: Estrada, Quintero, Solorzano.

ABSENT: Jensen and Rams.

Motion passed unanimously.

REPORTS FROM LIBRARY ADMINISTRATION

8. Monthly Statistical Reports
 - a. Database Usage for July 2025 – June 2026
 - b. Trend Analysis for July 2025 – June 2026
 - c. Program Statistics Summary for June 2026

Director Medina noted that state funding for some databases will end effective June 2027.

MINUTES
REGULAR MEETING OF THE BOARD OF TRUSTEES
OF THE
BUENA PARK LIBRARY DISTRICT
AUGUST 4, 2026

Staff increased the number of story times in June and July to coordinate with Lunch at the Library program.

9. Library Director's Report for July 2026

Director Medina stated the new book drop has been installed at our temporary location.

The State of California has ended funding for the Zip Books program, therefore the program will not be offered during the current fiscal year. State funding has been approved for Tutor.com, and the District is expected to be onboarded soon.

Director Medina stated the recruitment for the Circulation Supervisor position is closing soon. As of today, there have been over 90 applications received.

Upcoming events include National Night Out at Boiserranc Park and Super Senior Saturday.

FINANCIAL REPORTS

10. Analytical Financial Overview July 2025 – June 2026 by Regional Government Services
11. Summary of Budget vs Actuals July 2025 – June 2026
12. Budget vs Actuals Detailed Statement July 2025 – June 2026
13. Revenue and Expenditures Summary Statement July 2025 – June 2026
14. Revenue and Expenditures Detailed Statement July 2025 – June 2026
15. Treasurer's Report for June 2026

Staff provided year-end financial reports. Items to note were:

- Operating revenues were \$5.9 million.
- Investment earnings were about \$500,000.
- Expenditures were approximately \$1 Million less than projected.
- Overall, the District is in a good financial position.

There was a planned deficit for FY 25-26, as staff expected construction to begin, however due to delays the District is ending the year with a surplus of \$1.4 million.

NEW BUSINESS

16. Approval of Three-Year Renewal Agreement with Joyful Reading Company in the amount of \$6,375

MOTION by Trustee Solorzano to 1) Approve the agreement with Joyful Reading Company for the Beanstack Reading Tracker in the amount of \$2,125 per year, totaling \$6,375 for three years; and 2) Authorize the Library Director to execute the agreement

SECOND by Trustee Quintero.

AYES: Estrada, Quintero, and Solorzano.

ABSENT: Jensen and Rams.

MINUTES
REGULAR MEETING OF THE BOARD OF TRUSTEES
OF THE
BUENA PARK LIBRARY DISTRICT
AUGUST 4, 2026

Motion passed unanimously.

17. Ratification of Prior Disposal and authorization for future disposal of surplus property related to the Library Construction Project

MOTION by Trustee Quintero to 1) Approve and Ratify the prior disposal of surplus property; and 2) authorize the future disposal of surplus property related to the Library Construction Project

SECOND by Trustee Solorzano.

AYES: Estrada, Quintero, Solorzano.

ABSENT: Jensen and Rams.

Motion passed unanimously.

18. Authorization of Library Closure for Staff Development Day

MOTION by Trustee Solorzano to 1) Authorize the Library Director to close the Library on a date, to be determined by the Library Director, during the week of December 7-11, 2026, for a staff development day.

SECOND by Trustee Quintero.

AYES: Estrada, Quintero, Solorzano.

ABSENT: Jensen and Rams.

Motion passed unanimously.

FUTURE AGENDA ITEMS

19. Agenda preparation for the Regular Meeting which will be held on September 1, 2026, at 6:00 p.m.

There were no requests.

CLOSED SESSION

20. Public Employee Evaluation ((Gov. Code Section 54957 (b)(1))
- Employee: Library Director

MOTION by Trustee Quintero to enter into closed session at 6:25 p.m.

SECOND by Trustee Solorzano.

AYES: Estrada, Quintero, and Solorzano.

ABSENT: Jensen and Rams.

MOTION approved.

MINUTES
REGULAR MEETING OF THE BOARD OF TRUSTEES
OF THE
BUENA PARK LIBRARY DISTRICT
AUGUST 4, 2026

MOTION by Trustee Quintero to return to open session at 7:25 p.m.
SECOND by Trustee Solorzano.

AYES: Estrada, Quintero, and Solorzano.

ABSENT: Jensen and Rams.

MOTION approved.

The Board stated no reportable action was taken.

ADJOURNMENT

MOTION by Trustee Solorzano to adjourn the meeting.
SECOND by Trustee Quintero.

AYES: Estrada, Quintero, Solorzano.

ABSENT: Jensen and Rams.

MOTION approved.

The meeting was adjourned at 7:26 p.m.

Submitted by,

Christian Quintero
Secretary

Buena Park Library District

July 2026 Payments

Date	Check No.	Vendor	Purpose	Amount
7/2/2026	ACH	ADP	Wages	\$38,809.94
7/2/2026	ACH	ADP	Payroll Taxes	\$9,030.06
7/8/2026	ACH	CALPERS	Health Benefits	\$25,945.26
7/9/2026	ACH	CALPERS	Retirement	\$6,404.41
7/9/2026	ACH	CALPERS	457 Plan	\$3,385.24
7/9/2026	ACH	CALPERS	Retirement	\$853.43
7/9/2026	ACH	CALPERS	Retirement	\$452.27
7/10/2026	ACH	ADP	Payroll Processing	\$299.92
07/13/2026	14006	Western Allied Corporation	HVAC Service Call	\$594.71
07/13/2026	14007	CivicPlus, LLC	PDF Remediation	\$2,750.00
07/13/2026	14008	Teresa Hernandez	Library Program	\$550.00
07/13/2026	14009	KC Digital Solutions, Inc.	Copier Service	\$161.27
07/13/2026	14010	Orange County Fire Protection	Fire Extinguisher Inspection	\$100.00
07/13/2026	14011	SoCalGas	Gas Usage	\$143.48
07/13/2026	14012	Amazon Capital Services	Supplies and Books	\$324.02
07/13/2026	14013	Park Disposal	Waste Disposal	\$524.69
07/13/2026	14014	City of Buena Park	Water Usage	\$827.78
07/13/2026	14015	County of Orange Treasurer Tax Collector	OC LAFCO Fee	\$4,266.69
07/13/2026	14016	Brainfuse, LLC	Help Now Electronic Resource	\$8,500.00
07/13/2026	14017	Townsend Public Affairs, Inc.	Professional Services	\$3,500.00
07/13/2026	14018	INTELEPEER Holdings, Inc	Voice Service	\$395.85
07/13/2026	14019	Demco	Supplies	\$67.30
07/13/2026	14020	EarthCo Landscape	Landscape Service	\$1,238.00
07/13/2026	14021	SDRMA	Workers Compensation and Liability	\$132,559.77
07/13/2026	14022	EBSCO Informational Services	Electronic Resources	\$11,766.00
7/15/2026	ACH	CALPERS	Unfunded Liability Annual Payment	\$101,458.00
7/15/2026	ACH	CALPERS	Late Payroll Reporting Fee	\$200.00
7/15/2026	ACH	BofA	Bank Fee	\$1,186.73
7/16/2026	ACH	ADP	Wages	\$38,441.23
7/16/2026	ACH	ADP	Payroll Taxes	\$9,099.74
7/21/2026	ACH	CALPERS	457 Plan	\$2,691.57
7/24/2026	ACH	ADP	Payroll Processing	\$294.38
7/28/2026	ACH	CALPERS	Retirement	\$6,404.41
7/28/2026	ACH	CALPERS	457 Plan	\$2,711.57
7/28/2026	ACH	CALPERS	Retirement	\$452.27
7/28/2026	ACH	CALPERS	Retirement	\$63.08

Buena Park Library District**July 2026 Payments**

7/30/2026	ACH	ADP	Wages	\$40,171.03
7/30/2026	ACH	ADP	Payroll Taxes	\$9,651.60
07/31/2026	14023	Yamada Enterprises	Exterior Book Return	\$6,672.44
07/31/2026	14024	OCLC	Interlibrary Loan Fee	\$610.25
07/31/2026	14025	Dannis Woliver Kelley	Legal Services	\$8,319.50
07/31/2026	14026	Regional Government Services	Professional Services	\$28,832.53
07/31/2026	14027	So Cal Edison	Electricity Usage	\$6,722.37
07/31/2026	14028	Pre-Paid Legal Services	Employee Paid Benefit	\$200.72
07/31/2026	14029	Integrity Newspapers, Inc.	Legal Notice	\$535.00
07/31/2026	14030	US Bank Corp Payment Systems	July Purchases	\$5,766.46
07/31/2026	14031	Centralia Elementary School District	License Agreement	\$13,500.00
07/31/2026	14032	Griffin Structures, Inc.	Construction Management	\$24,924.28
07/31/2026	14033	LPA Inc.	Architectural Services	\$1,886.10
07/31/2026	14034	Humana Insurance Co.	Employee Ancillary Benefits	\$1,485.98
			Total	\$565,731.33

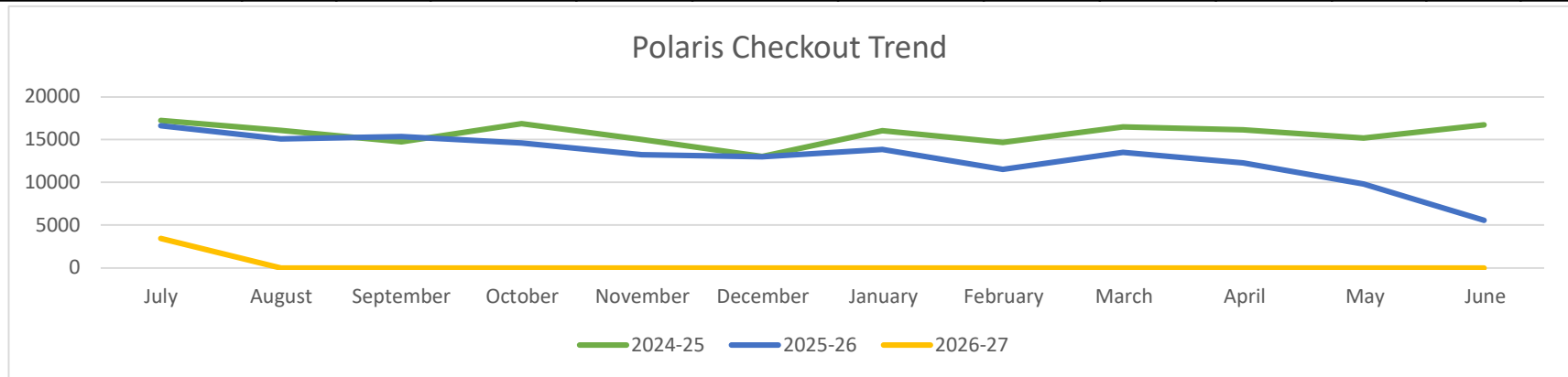
Database Usage
July 2026

Electronic Resource Usage
July 2026 - June 2027

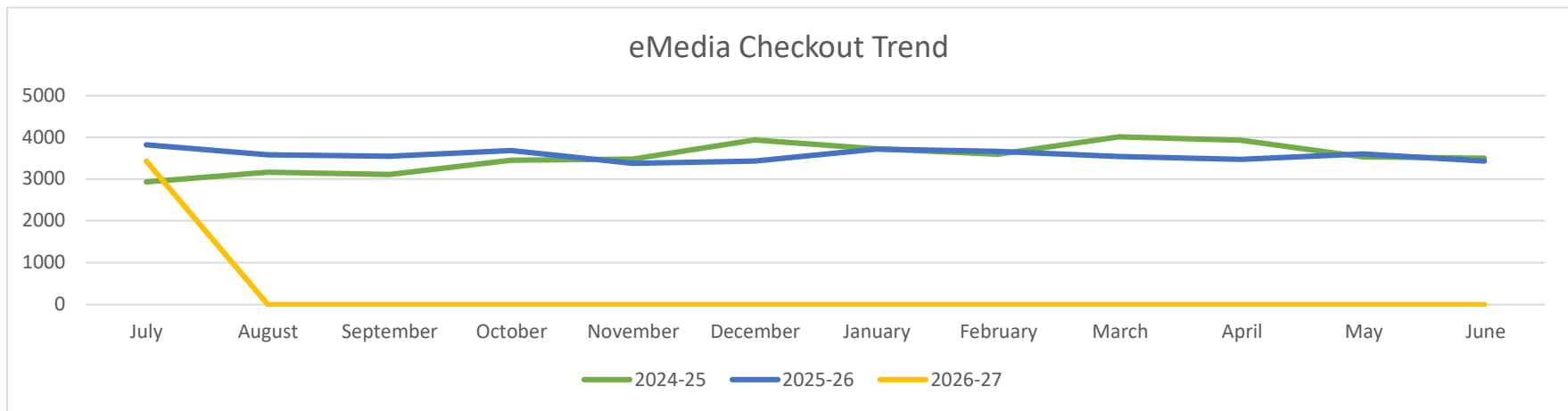
	Jul 2026	Aug 2026	Sep 2026	Oct 2026	Nov 2026	Dec 2026	Jan 2027	Feb 2027	Mar 2027	Apr 2027	May 2027	Jun 2027	This Year Total to Date
Auto Repair Source	9												9
NoveList Plus	7												7
Gale Virtual Reference Library	0												0
HelpNow!	72												72
Mango Languages	103												103
Newsbank	1079												1079
TumbleBooks	5												5
ProQuest	0												0
CultureGrams	4												4
Britannica	0												0
TeachingBooks	677												677
New York Times													0
Month Total:	1956	0	0	0	0	0	0	0	0	0	0	0	1956

Trend Analysis
July 2025 - May 2026

Polaris Checkouts	July	August	September	October	November	December	January	February	March	April	May	June
2024-25	17234	16067	14729	16836	15018	13028	16043	14644	16480	16147	15190	16711
2025-26	16612	15076	15361	14603	13233	12988	13828	11509	13508	12268	9802	5578
2026-27	3444	0	0	0	0	0	0	0	0	0	0	0

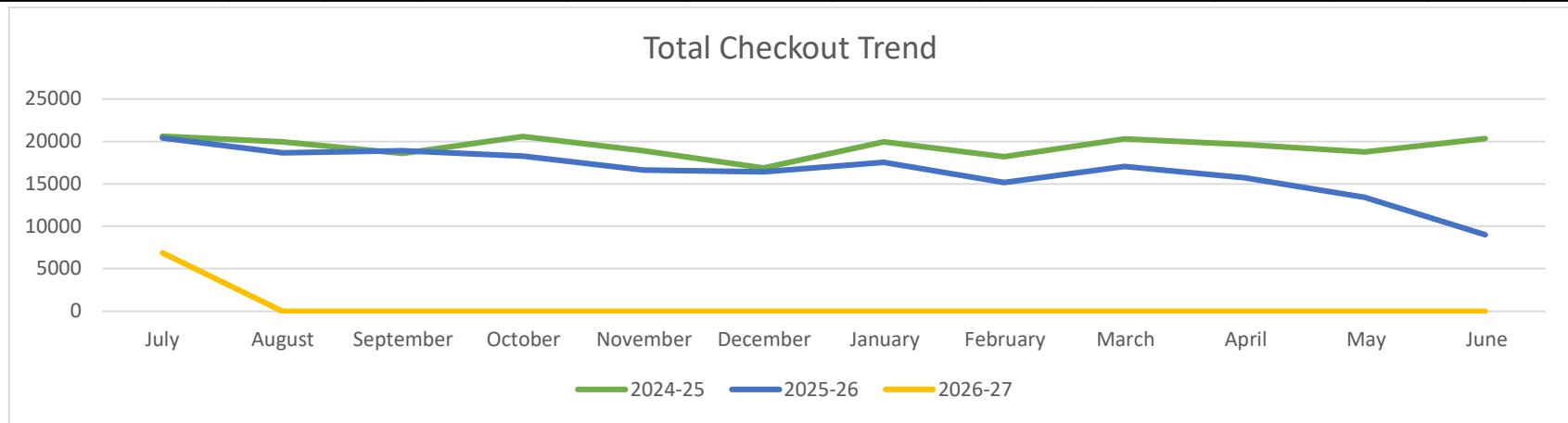


eMedia Checkouts	July	August	September	October	November	December	January	February	March	April	May	June
2024-25	2935	3163	3110	3453	3480	3933	3725	3595	4011	3930	3534	3497
2025-26	3823	3577	3543	3686	3381	3433	3715	3663	3540	3469	3600	3431
2026-27	3435	0	0	0	0	0	0	0	0	0	0	0

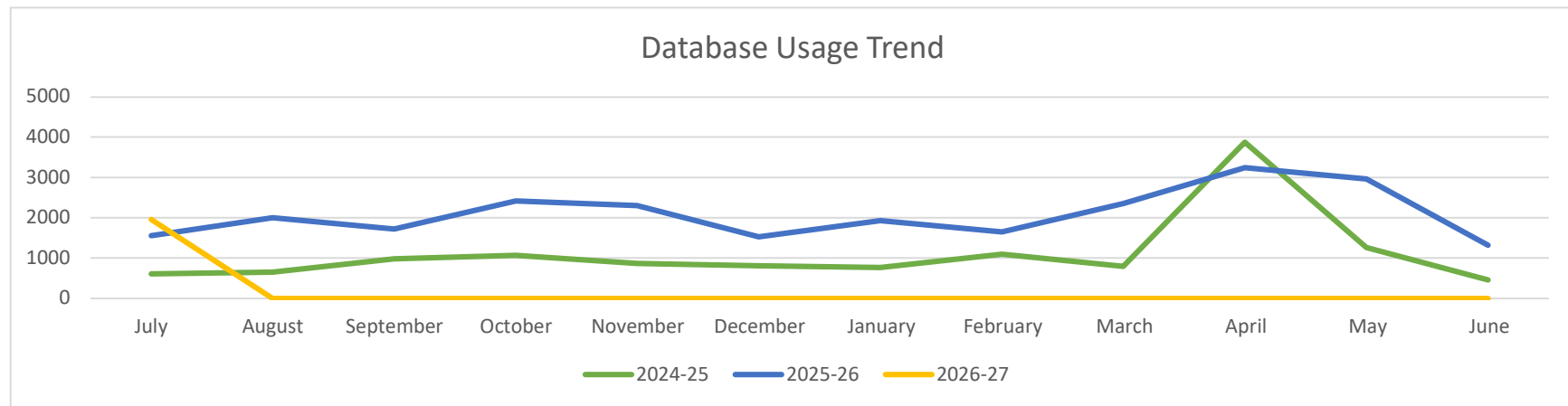


Trend Analysis
July 2025 - May 2026

Total Check outs	July	August	September	October	November	December	January	February	March	April	May	June
2024-25	20611	19940	18608	20620	18909	16901	19940	18219	20312	19649	18781	20327
2025-26	20435	18653	18904	18289	16614	16421	17543	15172	17048	15737	13402	9009
2026-27	6879	0	0	0	0	0	0	0	0	0	0	0

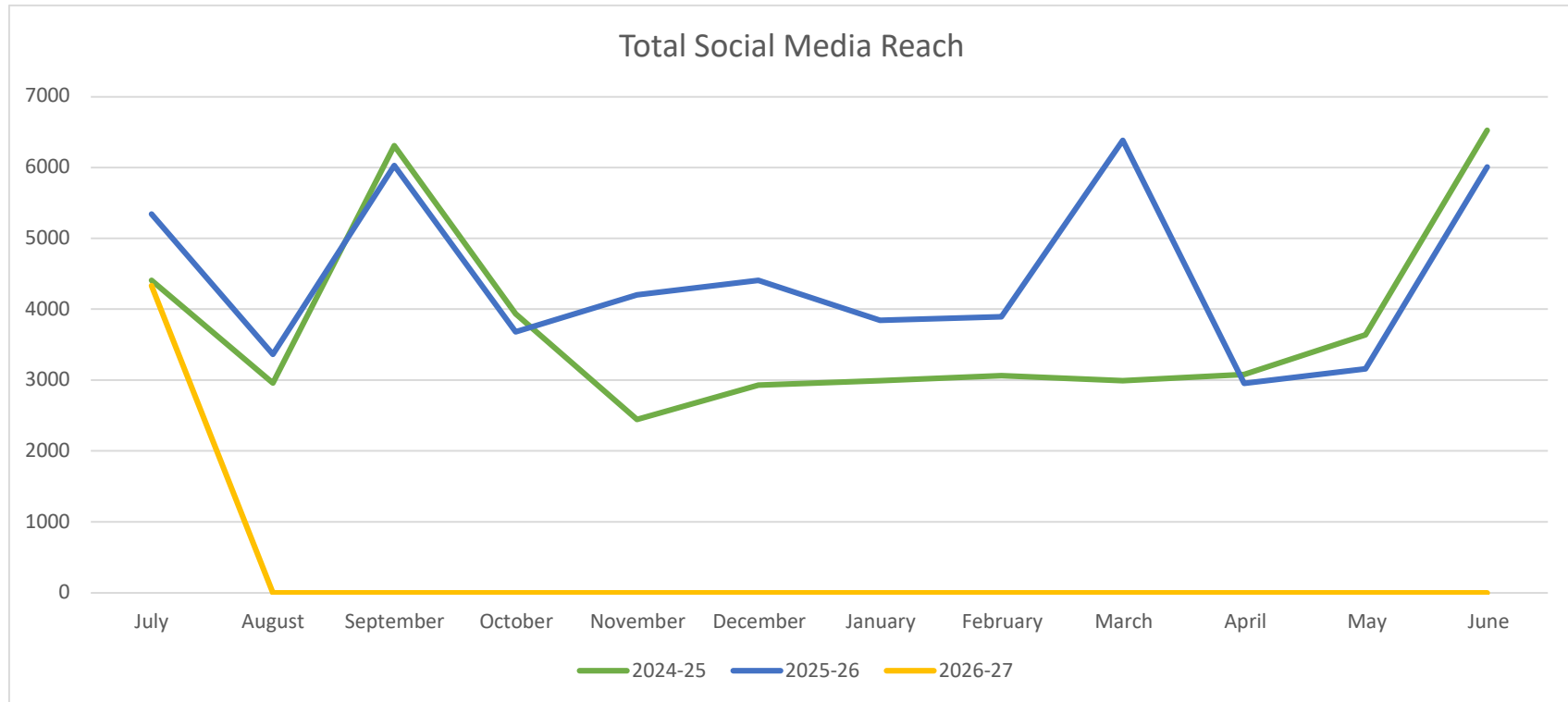


Total Database Usage	July	August	September	October	November	December	January	February	March	April	May	June
2024-25	601	650	980	1066	866	803	765	1089	794	3880	1261	459
2025-26	1551	1997	1719	2414	2298	1526	1926	1643	2347	3246	2959	1322
2026-27	1956	0	0	0	0	0	0	0	0	0	0	0



Trend Analysis
July 2025 - May 2026

Total Social Media Reach	July	August	September	October	November	December	January	February	March	April	May	June
2024-25	4405	2957	6309	3936	2445	2928	2992	3061	2990	3079	3637	6527
2025-26	5344	3361	6028	3682	4201	4407	3845	3895	6384	2956	3160	6005
2026-27	4335	0	0	0	0	0	0	0	0	0	0	0





BUENA PARK Library District

Programs Statistical Report for July 2026

Board of Library Trustees

Meeting Date: September 1, 2026

Children's Programs

	July 2026		June 2026	
	# of Events	Attendance	# of Events	Attendance
Family Storytime	16	579	10	247
Spanish/English Storytime	5	137	2	50
Pajama-rama Story Time	1	18	x	x
Korean/English Story Time	1	11	x	x
Read to a Bark Dog	1	21	x	x
June Name Charm	1	196	1	165
Summer Reading	1	246	1	180
Lunch at the Library	14		x	x
Books Given at LATL		476	x	x
Self-Directed Activities	3	260	x	x
Off Site	8	490	10	640
Tech Questions		31	x	x
Reference Questions		360		295

Teen Programs

	July 2026		June 2026	
	# of Events	Attendance	# of Events	Attendance
Teens Beat the Heat	1	4	x	x

Adult Programs

	July 2026		June 2026	
	# of Events	Attendance	# of Events	Attendance
Adult Book Club	1	7	x	x
Reference Questions		344		430
Computer Questions		90		56



Date: September 1, 2026
To: Board of Library Trustees
From: Helen Medina, Library Director
Subject: Director's Report

Recommended Action:

Agenda Item 9

Informational Only

Administration Updates:

This month, I continued working closely with the construction manager and architectural team on the Library Renovation Project. We responded to project RFIs and coordinated the release of addenda. I also participated in the bid opening process and reviewed bids received for the renovation project.

I, along with staff and finance team representatives, met with banking representatives to discuss merchant processing options. I also worked with Municipal Finance Corporation on the RFP for financing and reviewed proposals related to project financing. Following the receipt of bids, we have rescheduled the funding approval to the October Board meeting to make some adjustments. In addition, I worked on and submitted a funding request associated with a state earmark opportunity to support the District's long-term capital needs. I also worked with our recruiter on the Circulation Services Supervisor recruitment, reviewing the plan, test, and interview questions.

I coordinated with staff and external stakeholders regarding the District's Sustainable Libraries Initiative application, facilitating discussions and gathering information needed to support the submission process. Librarian Helen Koo submitted the application and will be the project lead if the proposal is accepted. I also attended the California Special Districts Conference with President Estrada. We participated in sessions focused on governance, finance, leadership, and issues affecting special districts throughout the state. We had the opportunity to meet our team from Special Districts Risk Management Authority (SDRMA) in person, as well as our California Special Districts Association Southern Network Board Member, Nikki Winslow.

Compliance and financial oversight activities included work related to a Department of Justice audit and preparation for the annual financial statement audit, which Patty Salas and Regional Government Services are also assisting with. I also completed and submitted the annual workers' compensation payroll reconciliation report to our Risk Management JPA (SDRMA). I also attended SDRMA's risk management webinar which discussed safety management systems and accountability for all special district types.

Finally, I met with the Centralia Elementary School District Superintendent to discuss opportunities for expanding library services to students and strengthening future partnerships between our organizations.

Martin Lebría submitted documentation related to our current CENIC funding and has been coordinating the transfer of the circuit with AT&T and CENIC. The initial AT&T installation occurred and CENIC will follow up to complete the circuit relocation.

Staff Training:

Staff completed training through the District's Homeless Academy subscription, a professional development platform designed to provide practical tools and strategies for public-facing staff who regularly interact with individuals experiencing homelessness. Training topics completed during the month included *Too Many Bags: How to Address Someone Bringing in Too Much Stuff*, *How to Back Up Your Co-Workers*, *Body Odor: How to Address Body Odor Without Awkwardness (Libraries and Other Public Organizations)*, and *Backup: How Co-Workers Should Provide Backup During Conflict*. The training focused on effective communication, customer service, conflict de-escalation, and maintaining a welcoming environment for all library visitors while supporting staff confidence and consistency when addressing challenging situations.

Staff also completed training about proper lifting in library operations and specific staff members who drive in the course of their duties also completed a driving safety course.

In support of ongoing professional development, Library Programs Coordinator Brenda Gomez and Senior Librarian Ruth Cho have been registered to attend the California Library Association Annual Conference in October. Attendance at the conference will provide opportunities to learn about emerging trends, innovative programs, and best practices in library service while networking with library professionals from across the state.

Programs and Services:

The District launched HomeworkCA, funded by the State Library and powered by Tutor.com. It is an online tutoring platform for students. Access is now live on our website. Staff will work on training and marketing in the coming weeks.

The Outreach Team participated in several community events throughout August, including the Buena Park School District Health & Wellness Fair, Concerts in the Park which included National Night Out, and Super Senior Saturday. These events provided opportunities to connect with residents, promote library services and programs, distribute informational materials, and engage with community members who may not regularly visit the library.

A highlight of the month's outreach efforts was the distribution of complimentary pocket Constitutions, made available through funding from the Institute of Museum and Library Services in recognition of America's 250th anniversary. Community response was overwhelmingly positive, with the pocket Constitutions proving to be one of the most popular items distributed during outreach events.

In September, Outreach Staff will attend several back-to-school nights in both the Buena Park School District and Centralia Elementary School District. They will also be attending CultureFest on September 19th at Boisseranc Park. Brenda Gomez also secured and will manage a toy grant from Giving Children Hope for 1,000 toys to be used as reading incentives in the fall.

Staff continued to provide a variety of programs for all ages throughout August. Early literacy remained a key focus, with regular Family Story Time, Preschool Story Time, Baby/Toddler Story Time, Pajama-rama Story Time, and bilingual story times offered in both Spanish/English and Korean/English.

The Library's Kids' Summer Reading Challenge concluded on August 1. A total of 426 children registered, and 340 children completed the challenge by reading 21 books. Program sponsors included Angels Baseball, John's Incredible Pizza, Kawaii Klaw, Kitsch Studios, Milkita USA, Pirates Dinner Adventure, PlayPie, Raising Cane's, and Rock & Brews.

The August Name Charm Challenge continued throughout the month and will conclude on August 31. To date, 58 children have registered, and 21 children have completed the challenge by reading five books. Staff appreciate Fluffy Market's continued partnership and support of this literacy initiative.

Youth programming included Back to School Bingo, Read to a BARK Dog, and Beginners' Origami Hour, providing opportunities for literacy development, creativity, and engagement. Teen services continued with the Teens Community Café and Teen Advisory Board (TAB) Social and Sign-Ups, fostering participation, leadership, and connection among local teens.

The Adult and Teen Summer Reading Challenges also concluded in August. The Adult Summer Reading Challenge attracted 122 participants, with 58 completing the challenge. The Teen Summer Reading Challenge saw 19 registrations, with 8 teens successfully completing the program.

Adult programming featured the monthly Book Club, which met on August 13 with five attendees to discuss Flashlight by Susan Choi. The group's next meeting is scheduled for September 10, when members will discuss American Fantasy by Emma Straub. The Book Club continues to provide patrons with opportunities for literary discussion and community engagement.

The Library will be closed on Monday, September 7, 2026 for Labor Day.

CALIFORNIA LIBRARY LOVE STORY *—by the Numbers!*

EVERY YEAR, CALIFORNIANS:



Visit public libraries over 70 million times*



Check out over 207 million books and physical items*



Attend programs and events over 5.6 million times*

PATRON EXPERIENCE:

93%

of visitors to public libraries feel welcome!**

80%

of visitors plan to come back!**

BUENA PARK LIBRARY DISTRICT

- 257,036 Visits In-Person and Online
- 232,437 Checkouts
- 326 Programs and Events
- 14,663 Attendees at Programs and Events

"The Buena Park Library is a fantastic place for our community. Everyone is wonderful and welcoming, and there are such great activities and events!"

— Buena Park Library District Patron



LA HISTORIA DE AMOR DE LA BIBLIOTECA DE CALIFORNIA *—en Numeros!*

CADA AÑO, LOS CALIFORNIANOS:			EXPERIENCIA DEL CLIENTE:	
			93%	80%
Visitan las bibliotecas públicas más de 70 millones de veces.*	Consultan más de 207 millones de libros y artículos físicos.*	Asisten a programas y eventos más de 5,6 millones de veces.*	El 93 % de quienes visitan las bibliotecas públicas se sienten bienvenidos.**	El 80 % de ellos planea regresar.**

BUENA PARK LIBRARY DISTRICT

- 257,036 Visitas presenciales y en línea
- 232,437 Préstamos
- 326 Programas y eventos
- 14,663 Asistentes a programas y eventos

“¡Me encanta nuestra biblioteca! ¡Estoy orgulloso de todo lo que hacen para apoyar a nuestra comunidad!”

— Usuario de biblioteca de California





July 21, 2026

Helen Medina
Library Director
Buena Park Library District
7150 La Palma Avenue,
Buena Park, California 90620-2547

Re: No Paid Workers' Compensation Claims in 2025-26

Dear Helen,

On behalf of SDRMA Board of Directors and staff, I am excited to extend our congratulations to you and your organization for no paid workers' compensation claims during the 2025-26 program year! A paid claim for the purposes of this recognition represents the first payment on an open claim during the prior program year.

In recognition of this accomplishment, I am pleased to inform you that Buena Park Library District has earned one credit incentive point (CIP) and received a lower experience modification factor (EMOD). This well-deserved recognition not only highlights your excellence in risk management but also rewards your efforts by reducing your annual contribution amount. It is our way of acknowledging the hard work and dedication that went into maintaining a safe and secure environment.

Your commitment to safety and continuous improvement helps inspire and encourage fellow SDRMA members, and we are proud to partner with Buena Park Library District as part of our SDRMA community.

Once again, congratulations on this achievement. Please do not hesitate to reach out if there is anything we can do to support your continued success.

Sincerely,

Robert J. Swan, President
Board of Directors
Special District Risk Management Authority





July 21, 2026

Helen Medina
Library Director
Buena Park Library District
7150 La Palma Avenue,
Buena Park, California 90620-2547

Re: No Paid Property/Liability Claims in 2025-26

Dear Helen,

On behalf of SDRMA Board of Directors and staff, I am excited to extend our congratulations to you and your organization for no paid property/liability claims during the 2025-26 program year! A paid claim for the purposes of this recognition represents the first payment on an open claim during the prior program year and excludes property claims.

In recognition of this accomplishment, I am pleased to inform you that Buena Park Library District has earned one credit incentive point (CIP). This well-deserved recognition not only highlights your excellence in risk management but also rewards your efforts by reducing your annual contribution amount. It is our way of acknowledging the hard work and dedication that went into maintaining a safe and secure environment.

Your commitment to safety and continuous improvement helps inspire and encourage fellow SDRMA members, and we are proud to partner with Buena Park Library District as part of our SDRMA community.

Once again, congratulations on this achievement. Please do not hesitate to reach out if there is anything we can do to support your continued success.

Sincerely,

Robert J. Swan, President
Board of Directors
Special District Risk Management Authority





Market Value Summary:

	QTD Current Period	Fiscal Year to Date
Beginning Balance	\$3,325,066.47	\$3,093,073.33
Contribution	0.00	0.00
Disbursement	0.00	(67,826.00)
Transfer In	0.00	0.00
Transfer Out	0.00	0.00
Investment Earnings	305,103.28	538,828.24
Administrative Expenses	(239.86)	(907.84)
Investment Expense	(381.99)	(1,445.83)
Other	0.00	0.00
Ending Balance	\$3,629,547.90	\$3,561,721.90
FY End Contrib per GASB 74 Para 22	0.00	0.00
FY End Disbursement Accrual	(75,434.00)	(7,608.00)
Grand Total	\$3,554,113.90	\$3,554,113.90

Unit Value Summary:

	QTD Current Period	Fiscal Year to Date
Beginning Units	121,414.991	124,052.355
Unit Purchases from Contributions	0.000	0.000
Unit Sales for Withdrawals	0.000	(2,637.364)
Unit Transfer In	0.000	0.000
Unit Transfer Out	0.000	0.000
Ending Units	121,414.991	121,414.991
Period Beginning Unit Value	27.385962	25.480364
Period Ending Unit Value	29.893736	29.893736

Please note the Grand Total is your actual fund account balance at the end of the period, including all contributions per GASB 74 paragraph 22 and accrued disbursements. Please review your statement promptly. All information contained in your statement will be considered true and accurate unless you contact us within 30 days of receipt of this statement. If you have questions about the validity of this information, please contact CERBT4U@calpers.ca.gov.

Statement of Transaction Detail for the Quarter Ending 06/30/2026

Buena Park Library District

Entity #: SKB0-5287577901



Date	Description	Amount	Unit Value	Units	Check/Wire	Notes
06/30/2026	FY 25-26 Disbursement Accrual	(\$75,434.00)				

Client Contact:
CERBT4U@CalPERS.ca.gov



Date: September 1, 2026
To: Board of Library Trustees
From: Helen Medina, Library Director
Subject: Award of Construction Contract for Library Renovation Project to Monet Construction in the Amount of \$6,953,432.00

Recommended Action:

Staff recommends that the Board of Library Trustees:

1. Adopt Resolution 2026-20 Awarding a Construction Contract for the Library Renovation Project
2. Award the construction contract for the Library Renovation Project to Monet Construction, Inc., the lowest responsible and responsive bidder, in the amount of \$6,953,432.00
3. Authorize a construction contingency of \$1,043,015.00 for unforeseen conditions and necessary project changes during construction.
4. Authorize the Library Director to administer the construction contract and approve change orders within the authorized contingency amount and in accordance with District policies and applicable law.

Background:

Planning for the Library Renovation Project began in 2023 as part of the District's ongoing efforts to modernize facilities, enhance patron services, address aging infrastructure, and meet the evolving needs of the community. Throughout the planning and design process, the District worked closely with its construction management firm, Griffin Structures, and architectural firm, LPA Design Studios, to assess facility needs, establish project priorities, prepare construction documents, and develop a project that supports the District's long-term operational goals.

The project is part of the District's approved Capital Improvement Plan. The Board of Library Trustees expanded the project scope in March 2025. The most recent capital budget was approved in June 2026 and includes renovations and improvements throughout the library facility, including:

- Renovation of public reading and collection areas;
- Development of a new community programming space;
- Upgrades to technology and electrical infrastructure;
- Improvements to staff workspaces and operational areas;
- Replacement and enhancement of interior finishes and furnishings;
- Code and accessibility improvements;
- Elevator and plumbing modernization;
- Roof maintenance, and
- Associated construction, utility, and site improvements necessary to support the project.

Following completion of the design process, the project was publicly advertised for competitive bids on June 25, 2026. The Board of Trustees previously approved a prequalification questionnaire that was used to prequalify contractors. Only prequalified contractors were eligible to bid on the project.

Bids were received on August 19, 2026.

Discussion:

A total of eleven (11) bids were received from the following contractors:

Contractor	Total Bid
Monet Construction, Inc.	\$6,953,432.00
ACC Contractors, Inc.	\$6,999,995.00
New Dynasty Construction Co.	\$7,779,259.00
Woodcliff Corporation	\$7,825,192.00
PCN3, INC.	\$7,911,030.80
Synder Langston	\$8,035,734.00
PERERA CONSTRUCTION	\$8,190,776.25
ROYAL CONSTRUCTION CORP.	\$8,211,500.00
The Nazerian Group	\$8,274,123.00
Caliba Inc.	\$8,374,211.35
Pinner Construction Co., Inc.	\$9,138,300.00

Following the bid opening, the District conducted a review of the submitted bids to verify compliance with the requirements set forth in the bid documents. The review included an evaluation of bid responsiveness and responsibility.

Based on this review, Monet Construction, Inc. has been determined to be the lowest responsible and responsive bidder. The contractor submitted a complete and responsive bid and demonstrated the experience, qualifications, and resources necessary to successfully complete the Library Renovation Project.

Awarding the contract will allow the District to move forward with a project that has been in planning and development since 2023. The District, Griffin Structures, and LPA Design Studios will continue to work collaboratively throughout construction to provide project oversight, monitor schedule and budget performance, and help ensure that the work is completed in accordance with the approved plans and specifications.

In addition to the construction contract amount, staff recommends establishing a project contingency to address unforeseen conditions or necessary changes that may arise during construction. Given the age of the facility and the complexity of renovating an existing public building, unforeseen conditions may be encountered once demolition and construction activities begin. The recommended contingency has already been incorporated into the overall project budget approved by the District and does not represent an additional appropriation of funds. Rather, it provides the District with the flexibility to respond to unforeseen construction-related issues in a timely manner while minimizing potential project delays. Any use of contingency funds will be reviewed and approved in accordance with the District's established procedures, and expenditures will be closely monitored throughout the project to maintain budgetary control.

The District worked with legal counsel to prepare contract documents, which were released as part of the bid package and are available on file at the District.

Fiscal Impact:

The construction contract amount is \$6,953,432.00 With the recommended contingency of \$1,043,015.00. Funding for this project has been approved as part of the 5-year capital improvement plan and budget.

Recommendation:

Staff recommends that the Board of Library Trustees adopt Resolution 2026-20 awarding the construction contract for the Library Renovation Project to Monet Construction in the amount of \$6,953,432.00, authorizing a construction contingency of \$1,043,015.00 and authorizing the Library Director to administer the construction contract and approve change orders within the authorized contingency amount and in accordance with District policies and applicable law.

Exhibit:

Exhibit: Resolution 2026-20

BUENA PARK LIBRARY DISTRICT RESOLUTION NO. 2026-20

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE BUENA PARK LIBRARY DISTRICT OF ORANGE COUNTY
AWARDING A CONSTRUCTION CONTRACT FOR THE LIBRARY RENOVATION
PROJECT TO MONET CONSTRUCTION, INC.**

WHEREAS, the Board of Library Trustees ("Board") approved the Library Renovation Project as part of the Buena Park Library District's ("District") Capital Improvement Plan and Budget; and

WHEREAS, the District solicited competitive bids for the Library Renovation Project; and

WHEREAS, a Notice Inviting Bids was published on June 25, 2026; and

WHEREAS, sealed bids were received and opened on August 19, 2026; and

WHEREAS, District staff reviewed and evaluated the bids received and determined that Monet Construction, Inc. submitted the lowest responsible and responsive bid in the amount of \$6,953,432.00.

NOW, THEREFORE, the Board of Library Trustees of the Buena Park Library District hereby resolves, determines, and finds the following:

Section 1. The Board of Library Trustees hereby finds that Monet Construction, Inc. is the lowest responsible and responsive bidder for the Library Renovation Project.

Section 2. The Board of Library Trustees hereby awards the construction contract for the Library Renovation Project to Monet Construction, Inc. in the amount of \$6,953,432.00.

Section 3. The Board of Library Trustees hereby authorizes a construction contingency in the amount of \$1,043,015.00 to address unforeseen conditions and necessary changes encountered during construction.

Section 4. The Library Director is hereby authorized and directed to execute the construction contract and any other documents necessary to implement this Resolution.

Section 5. The Library Director is hereby authorized to administer the construction contract and approve change orders within the authorized contingency amount and in accordance with District policies and applicable law.

PASSED AND ADOPTED by the Board of Trustees of the Buena Park Library District on this 1st day of September 2026, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

BUENA PARK LIBRARY DISTRICT

By: _____
Brenda Estrada
President, Board of Library Trustees

ATTEST:

I hereby certify that the foregoing is a true and correct copy of a Resolution of the Board of Trustees of the Buena Park Library District of Orange County, California, adopted by said Board at its meeting on September 1, 2026.

By: _____
Christian Quintero
Secretary, Board of Library Trustees



Date: September 1, 2026
To: Board of Library Trustees
From: Helen Medina, Library Director
Subject: Approve the award of a contract to Yamada Enterprises in the amount of not-to-exceed \$440,807.46 using the California Multiple Award Schedule Contract (CMAS) #4-24-08-1008

Recommended Action:

- Approve the award of a contract to Yamada Enterprises pursuant to the State of California CMAS contract #4-24-08-1008 for furniture and shelving relocation, protection, procurement, design coordination, and installation services associated with the Library Renovation Project;
- Authorize a total expenditure not to exceed \$440,807.46 and
- Authorize the Library Director to make any necessary non-monetary changes to the agreement
- Authorize the Library Director to execute the agreement.

Background:

The District is proceeding with the Library Renovation Project, which requires the temporary removal, protection, storage, and subsequent reinstallation of existing furniture and shelving. The project also includes the procurement and installation of new shelving components necessary to support the completed facility design.

To ensure efficient coordination and accountability throughout the project, staff determined that utilizing a qualified vendor to provide streamlined handling of the shelving, shelving procurement, design coordination, and installation services represents the most effective approach. Combining these services under one contract reduces scheduling conflicts, minimizes the risk of damage to library assets, and allows more efficient project management efforts.

Staff proposes utilizing a State of California CMAS contract, which allows public agencies to purchase competitively procured products and services through an established cooperative purchasing program.

Discussion:

Under the proposed agreement, Yamada Enterprises will provide services that include:

- Disassembly, relocation, protection, and temporary storage preparation of existing library furniture and shelving.
- Organization and packing of shelving components for secure storage during construction activities.
- Preparation of shop drawings and coordination of shelving layouts with project design requirements.
- Procurement of new shelving and related components as required by the project.
- Reinstallation of existing furniture and shelving upon project completion.
- Installation of newly purchased shelving and associated components.

The shelving procurement portion of the contract will be established as a not-to-exceed allowance. Final shelving layouts, quantities, finishes, and configurations will be determined during project implementation. As a result, actual expenditures may be less than the authorized amount depending on final project requirements.

Fiscal Impact:

Funding for this work is included in the approved capital budget for the Library Renovation Project.

The proposed expenditure will not exceed \$440,807.46. Actual project costs may be lower depending on the final shelving selections and quantities approved during the design and implementation phases.

Recommendation:

- Approve the award of a contract to Yamada Enterprises pursuant to State of California CMAS contract #4-24-08-1008 for furniture and shelving relocation, protection, procurement, design coordination, and installation services associated with the Library Renovation Project;
- Authorize a total expenditure not to exceed \$440,807.46; and
- Authorize the Library Director to make any necessary non-monetary changes to the agreement
- Authorize the Library Director to execute the agreement.

Exhibit:

Agreement Incorporating CMAS Contract with Yamada Enterprises

AGREEMENT INCORPORATING CMAS CONTRACT WITH YAMADA ENTERPRISES

This CMAS Purchase Agreement ("Agreement") under the State of California Multiple Award Schedule Contract Number 4-24-08-1008 is entered into between **BUENA PARK LIBRARY DISTRICT** ("District") and **J. K. MIKLIN, INC. DBA YAMADA ENTERPRISES** ("Vendor") (collectively, "Parties") as follows:

RECITALS

WHEREAS, District wishes to purchase materials and related services for library shelving ("Products") from Vendor in a cost-effective manner;

WHEREAS, the District wishes to avail itself of the benefits and protections of the California Multiple Award Schedule ("CMAS") program; and

WHEREAS, Vendor wishes to contract with the District to sell, supply, deliver, and install the Products pursuant to CMAS program requirements, the CMAS Contract (defined below), and this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed and do agree as follows:

TERMS AND CONDITIONS

1. Incorporation of Contract Documents.

1.1. This Agreement fully incorporates by this reference the following documents:

1.1.1. The CMAS Contract (Contract No. 4-24-08-1008), attached hereto as **Exhibit A**, and all of its amendments, supplements, attachments, forms, and riders.

1.1.2. The Vendor Quote, attached hereto as **Exhibit B**.

1.1.3. The Terms and Conditions for Installation Services, attached hereto as **Exhibit C**.

1.1.4. The following certifications/documents attached hereto: Prevailing Wage Certification, Workers' Compensation Certification, and DIR Registration Verification.

1.1.5. The Performance Bond, Payment Bond, and the certificate(s) and endorsement(s) of insurance required hereunder.

1.2. For purposes of this Agreement, all rights, benefits, duties, and obligations with respect to participating agencies in the CMAS Contract shall apply to District.

1.3. To the extent any term or condition of this Agreement is inconsistent with the CMAS Contract, the CMAS Contract shall control, except for the delivery, installation, and payment provisions in this Agreement, or provisions required by California law, which shall control over any contradictory provisions in the CMAS Contract.

2. Products; Price.

- 2.1. Vendor hereby agrees to sell, supply, deliver, and install at the Site the Products, as more specifically identified in **Exhibit B**.
- 2.2. The total not-to-exceed Purchase Price shall be **Four Hundred Forty Thousand Eight Hundred Seven and 46/100 Dollars(\$ 440,807.46)** ("Purchase Price"). The Purchase Price consists of the total cost of the Products fully-installed at the Site and all other Work required by **Exhibit B**, including, without limitation, all labor, shipping (F.O.B. Destination), taxes, bonds, insurance, and warranties.
- 2.3. Vendor acknowledges and certifies that all Products and related services indicated in **Exhibit B** are available under the CMAS Contract and all prices indicated in **Exhibit B** are equal to or less than the prices offered under the CMAS Contract.

3. Payment Schedule.

- 3.1. The Purchase Price shall be paid to Vendor according to the following schedule:
 - 3.1.1. Payment shall be made within forty-five (45) days of (i) acceptance of the Products, including their installation, or (ii) receipt of an undisputed invoice, whichever is later.
 - 3.1.2. Vendor shall be paid a sum equal to ninety-five percent (95%), unless a higher retention amount is required pursuant to Public Contract Code section 7201(b)(4), of the value of the work performed, less the aggregate of previous payments and amount to be withheld. District may deduct from any payment an amount necessary to protect District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by District in performing any of Vendor's obligations under the Agreement which Vendor has failed to perform or has performed inadequately; (3) defective work not remedied; (4) stop payment notices as allowed by law; (5) unsatisfactory prosecution of the work by Vendor; (6) unauthorized deviations from the Agreement; (7) erroneous or false estimates by Vendor of the value of the work performed; (8) any sums representing expenses, losses, or damages, as determined by District, incurred by District for which Vendor is liable under the Agreement; and (9) any other sums which District is entitled to recover from Vendor under the terms of the Agreement or pursuant to State law, including section 1727 of the California Labor Code. The failure by District to deduct any of these sums from a payment shall not constitute a waiver of District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

4. Delivery and Installation.

- 4.1. Vendor shall deliver to and fully-install the Products at the Site and perform all work identified in **Exhibit B** ("Work" or "Project").
- 4.2. Vendor and its subcontractors shall comply with District's Terms and Conditions for Installation Services detailed in the attached **Exhibit C**.

- 4.3. Vendor shall perform and complete the scope of Work according to a schedule to be mutually agreed to by the Parties. Work shall begin upon District's issuance of the Notice to Proceed and shall be completed within thirty (30) days of District's written notice to Yamada that construction of the Library Renovation Project is substantially complete. ("Contract Time").
- 4.4. Vendor agrees that if the Work is not completed within the Contract Time it is understood, acknowledged, and agreed that District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Vendor shall pay to District, as fixed and liquidated damages for these incalculable damages, the sum of seven hundred and fifty Dollars (\$750.00) per day for each and every calendar day of delay beyond the Contract Time.

5. Labor Code Requirements.

- 5.1. Vendor represents that Vendor and all subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. Vendor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with District or available online at <http://www.dir.ca.gov/>. In addition, Vendor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
 - 5.1.1. Registration: Vendor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.
 - 5.1.2. DIR Registration Verification: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Vendor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Vendor and all tiers of subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Vendor shall submit and update the DIR Registration Verification including all subcontractors of any tier furnishing labor, material, or equipment to the Project.
 - 5.1.3. Certified Payroll Records: Vendor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security

each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Vendor and/or each subcontractor in connection with the Work. Within ten (10) days of any written request by the District, Vendor and its subcontractors shall provide CPRs. If Vendor or its subcontractors fail to comply within the 10-day period, District shall notify the Labor Commissioner, who may request penalties be withheld from progress payments then due.

- 5.1.4. Labor Compliance: Vendor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

6. Miscellaneous Provisions.

- 6.1. The Parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one party or the other.
- 6.2. This Agreement and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire agreement between District and Vendor. No other promises, agreements, or statements between the Parties shall be binding unless made in writing and signed by the parties.
- 6.3. Each party shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Agreement and the events leading up to this Agreement.
- 6.4. This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this agreement shall be commenced and maintained in the County in which District's administrative offices are located.
- 6.5. The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to affect the purposes of this Agreement.
- 6.6. This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all parties have been furnished and delivered to the attorneys for all parties to this Agreement. Signature of copies and facsimile or electronic versions of this Agreement shall have the same force and effect as signature of the original.
- 6.7. All notices to be given under this Agreement shall be in writing to the address of the appropriate party as set forth below or as provided by written notice to the other party.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2026

Dated: _____, 2026

BUENA PARK LIBRARY DISTRICT

**J. K. MIKLIN, INC. DBA YAMADA
ENTERPRISES**

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Address: _____

License No.: _____

Telephone: _____

Registration No.: _____

Facsimile: _____

Address: _____

E-Mail: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Information regarding Contractor:

Type of Business Entity:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation, State: _____
☐ Limited Liability Company
☐ Other: _____

:

Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

EXHIBIT A

CMAS CONTRACT

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; CMAS CONTRACT STARTS ON NEXT
PAGE]

State of California

MULTIPLE AWARD SCHEDULE

NON-MANDATORY

J. K. Miklin, Inc. doing business as

Yamada Enterprises

CMAS NUMBER:	4-24-08-1008
SUPPLEMENT NUMBER:	1
CMAS TERM DATES:	8/06/2024 through 5/31/2027
EFFECTIVE DATE:	3/04/2026
CMAS CATEGORY:	Non-IT Commodities General Provisions
APPLICABLE STATE OF CALIFORNIA GENERAL PROVISIONS:	February 20, 2025
APPLICABLE CMAS SPECIAL PROVISIONS:	January 2, 2025
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE TIPS CONTRACT #:	220303
BASE CONTRACT HOLDER:	Yamada Enterprises
PROGRAM ANALYST	Bryan Dugger bryan.dugger@dgs.ca.gov

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, and design of furniture and furnishings.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
YAMADA ENTERPRISES
CMAS NUMBER 4-24-08-1008, SUPPLEMENT NUMBER 1**

The purpose of this supplement is to incorporate the following changes:

- 1) The most current Ordering Instructions, General Provisions, CMAS Special Provisions, and products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions, General Provisions, and CMAS Special Provisions. Review these provisions carefully as they have changed.
- 2) Update the California Contractor's License expiration date in the "Public Works (Installation Services Only)" provision.

Supplement 1 replaces the original CMAS in its entirety.

NOTICE: Products and/or services on this CMAS may be available on a Mandatory State Contract. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the State Contract User Instructions. Information regarding State Contracts can be obtained at the: [State Contracts Index Listing](#). This requirement is not applicable to local government agencies.

Any reference to a specific manufacturer's or publisher's warranty or terms and conditions as shown in the base contract are not applicable to this CMAS.

The services provided under this CMAS are only available in support of the products covered by this CMAS.

State agencies cannot use this CMAS to purchase products available through the California Correctional Training and Rehabilitation Authority (CALCTRA) without a one-time exemption from CALCTRA. Agencies may request an exemption at the [CALCTRA website](#). A copy of the approved exemption must be kept with the purchase order in the procurement file for audit purposes.

Agency non-compliance with the requirements may result in the loss of CMAS program delegated purchasing authority.

CMAS contractor non-compliance with the requirements may result in termination.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
YAMADA ENTERPRISES
CMAS NUMBER 4-24-08-1008, SUPPLEMENT NUMBER 1**

CMAS PRODUCT & SERVICE CODES

Product & Service Codes listed below are for marketing purposes only. Review the base contract for the available products and/or services.

Brand-Aurora Storage Products
Brand-Estey
Brand-TMC
Brand-Worden
Furniture-Book Cart
Furniture-Chairs
Furniture-Chairs Stacking
Furniture-Circulation Desk
Furniture-Computer Worktables
Furniture-Ergonomic Seating
Furniture-Library
Furniture-Literature Racks
Furniture-Seating
Furniture-Stool
Furniture-Study Carrel
Furniture-Tables
Furniture-Work Stations
Shelving-Display
Shelving-Heavy Duty
Storage-Shelves

AVAILABLE PRODUCTS AND/OR SERVICES

This CMAS provides for the purchase, warranty, and design of furniture and furnishings.

The ordering agency must verify the products and pricing are currently available on the TIPS 220303 contract by emailing TIPS (bids@tips-usa.com) to obtain the most current pricing.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be sent to the following:

**Yamada Enterprises
16552 Burke Lane
Huntington Beach, CA 92647
Attn: Parker Braverman**

E-mail: parker@yamadaenterprises.com

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
YAMADA ENTERPRISES
CMAS NUMBER 4-24-08-1008, SUPPLEMENT NUMBER 1**

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

Contact: Jr Arroyo
Phone: (714) 843-9882
E-mail: jr@yamadaenterprises.com
Website: www.yamadaenterprises.com

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) 10295.4, and prior to placing an order for non-IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at their website. The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at their website.

CALIFORNIA SELLER'S PERMIT

The CMAS contractor's California Seller's Permit Number is 097-193960. Prior to placing an order with this company, agencies must verify that this permit is still valid at the CDTFA Online Services website.

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this CMAS.

CMAS PRICES

The maximum prices allowed for the available products and/or services are those set forth in the base contract.

The ordering agency is encouraged to seek prices lower than those in the base contract. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

DARFUR CONTRACTING ACT

This CMAS contractor has certified compliance with the Darfur Contracting Act, per PCC 10475. It is the agency's responsibility to verify that the contractor has a Darfur Contracting Act Certification on file.

IRAN CERTIFICATION

This CMAS contractor has certified compliance with the Iran Contracting Act, per PCC 2001-2008. It is the agency's responsibility to verify that the contractor has an Iran Contracting Act Certification on file.

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CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to PCC 2010 applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (Civil Code 51, GC 12960). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

WARRANTY

For warranties, see the base contract and the State Of California General Provisions.

DELIVERY

As negotiated between agency and CMAS contractor and included in the purchase order.

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

PURCHASING AUTHORITY DOLLAR THRESHOLD

Order limits for the purchase of goods and/or services are determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold, unless an exemption is granted by the Department of General Services (DGS) Statewide Procurement Oversight and Consulting Unit (SPOC). State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the List of State Departments with Approved Purchasing Authority website.

HOW TO USE CMAS

State agencies must adhere to the requirements in the State Contracting Manual (SCM) Volume 2, Chapter 1600 and CMAS Ordering Instructions and Special Provisions when using CMAS.

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements see SCM, Volume 2, Sections 305 and 1202.
- Clearly defined Tasks (what needs to be done) and Deliverables (outcome of each task, i.e., reports, procedures manual, etc.) must be included in the State's SOW.
- A Work Order Authorization (WOA) may be used to document completion of pre-determined tasks, but only if the tasks are clearly defined in the SOW. The WOA may be used to approve release for the next phase of the agreement but cannot be used to identify any tasks other than the ones called out in the SOW. The WOA will be signed by all parties and may be submitted for progress payments under the award.

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- Projects can be performed on a Fixed Price Per Deliverable (FP/D). Fixed Price; FP/D: A defined service, or set of services, performed by Contractor in response to a defined task, or set of tasks, at a specific fixed price, and delivered per a specific schedule. Note: When using FP/D the Statement of Work must describe in detail the particular project and the work that the selected Qualified Contractor will be required to perform.
- For Consulting or Personal services, do not include any labor categories/job titles or number of hours limit in the RFO Requirements or the SOW. The CMAS Contractor provides this information in their Attachment B Cost Worksheet. The State does not have the expertise to make this decision (GC 19130(b)).
- Search for potential CMAS contractors on the CMAS website by selecting “Find California Multiple Award Schedules (CMAS) Contractor.”
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or able to perform the services needed. (Government Code 14846(b)).
- A valid attempt must be made to secure offers from viable CMAS contractors who are able to supply the goods and/or provide the services. Neither a lack of sufficient CMAS contractors nor the use of restrictive requirements meets the intent for obtaining offers (SCM Volume 2, Section 1670.2).
- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed by the DVBE prime contractor and/or any DVBE subcontractors and submitted with the offer (SCM Volume 2, Section 1201).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, Administrative and Technical Requirements, etc. are not applicable. (SCM Volume 2, Section 1603).
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer. The reason must come from the CMAS contractor.
- Assess the offers received using best value criteria including cost as one of the criteria (SCM Volume 2, Section 1603).
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$20,000, only one offer is required if the State agency can establish and document that the price is Fair and Reasonable. The Fair and Reasonable (F&R) Acquisition Method can only be used for non-customizable purchases. See SCM Volume 2, Section 1510 for Fair and Reason criteria.

Local agencies must follow their own procurement regulations. For more information see the Local Government Agency Guide available online.

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AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes. This responsibility includes, but is not limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's best interests, obtaining required approvals, and documenting compliance with GC 19130.b(3) for outsourcing services.

It is the responsibility of each agency to consult with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order. If legal services are not available within your agency, DGS Office of Legal Services is available to provide services.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Special Provisions, Conflict of Interest, for more information.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited. Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders per PCC 10329. Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited per State Administrative Manual (SAM) 4819.34.

This provision does not apply to local government agencies.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

a. State Departments:

Standard 65 Purchase Documents – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the Department of General Services (DGS), Procurement Division (PD) website, select Standard (STD) Forms.

FISCAL Purchase Documents – State departments transacting in FISCal will follow the FISCal procurement and contracting procedures.

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b. Local Government Agencies:

Local government agencies may use their own purchase order document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), the monthly cost (or other intermittent cost), and any other information pertinent to the services. The cost for each line item must be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies must be negotiated and incorporated into the purchase order prior to product delivery and service implementation.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order). Amending the purchase order to add quantity, time, or money is not possible if the CMAS expired.

3. Multiple CMAS Agreements on a Single Purchase Order

State agencies wishing to include multiple CMAS agreements on a single FISCal purchase order must adhere to the following guidelines:

- All CMAS agreements must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Enter the word "CMAS" in the space reserved for the Leveraged Procurement Agreement (LPA) number. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS, the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the State agency's purchasing authority dollar threshold granted by DGS SPOC.
- Do not combine items from IT and non-IT CMAS agreements. An Information Technology CMAS begins with the number "3" and a non-IT CMAS begins with the number "4." The purchase order limits are different for these CMAS agreements.

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4. Amendments to State Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

SCM, Volume 2, Section 1605 provides the following directions regarding amendments to all types of LPA purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were assessed and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless a Non-Competitively Bid is approved for those amendments.

Amendments unique to Non-IT Services:

If the original contract permitted amendments, but did not specify the changes, (e.g., quantity or time), it may be amended. Per PCC 10335 (d)(1), a contract may only be amended once under this exemption. The time shall not exceed one year, or add not more than 30 percent of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the Non-Competitively Bid process must be followed.

CMAS CONTRACTOR OWNERSHIP INFORMATION

The CMAS contractor is a certified SB enterprise. Their Office of Small Business and DVBE Services (OSDS) certification number 2039374 expires on 5/31/2026.

If this certification has expired, the current expiration date should be verified at [Cal eProcure](#). The OSDS contact information can be found on the [OSDS website](#). Note that some companies have been assigned a new certification number, so use the company name and/or certification number when checking status on-line.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies must first consider offers from small businesses that have established CMAS agreements (GC 14846(b)). NOTE: DGS auditors will request substantiation of compliance with this requirement when agency files are reviewed.

All state departments are required to make continuous efforts to expand the Small Business (SB)/ Microbusiness (Micro)/Disabled Veteran Business Enterprise (DVBE) pool of bidders and to regularly seek and include in their solicitations SB/Micro that have not been used either regularly by the department issuing the solicitation, or at all by the state (AB1574).

CMAS Small Business and Disabled Veteran Partners can be found on the CMAS website by selecting "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (charged to customer agencies to support the CMAS program) for orders to California certified small business enterprises.

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SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their SB or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified SB or DVBE. The CMAS contractor will provide the ordering agency with the name of the SB or DVBE used and the dollar amount the ordering agency can apply towards its SB or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB or DVBE.
2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:
 - i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
 - ii. Include the SB or DVBE certification number of each company listed and attach a copy of each certification; and
 - iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and
 - iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature and does not provide a Commercially Useful Function. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

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WITHHOLD LANGUAGE (SB588)

Upon delivery or completion of ordered goods or services for which the Contractor committed to DVBE subcontractor participation, state departments must require the Contractor to certify all the following:

1. The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor must provide proof of payment for the work.

In accordance with the Military and Veterans Code 999.7, state departments shall withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after 30 calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct \$10,000 from the final payment or the full payment if less than \$10,000.

PRODUCT SUBSTITUTIONS

Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor must offer an equivalent or newer model of the product from the same manufacturer at the same or lower price. Contractor cannot use any specification in lieu of those contained in the Contract without written consent from the Buyer.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

For a Non-IT goods CMAS, see the CMAS Non-IT Commodities Special Provisions, Provision #9, CMAS - Progress Payments.

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TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

STATE AGENCY BUY RECYCLED CAMPAIGN

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign per PCC 12200 through 12217.

Contractor will be required to complete and return a Recycled-Content Certification form upon request by the state ordering agency.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with PCC 1101. State agencies planning these types of projects need to review SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Visit the DGS, Real Estate Services Division (RESN) website if you have questions about public works transactions.

Local Agency CMAS purchase orders may allow for public works installation only when it is in support of the products covered by this CMAS.

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and subcontractor licensing, prevailing wage rates, bonding, labor code requirements, etc. are adhered to by the prime contractor as well as any subcontractor during performance under the CMAS purchase order.

The bond amount for public works is not less than 100% of the purchase order price.

NOTE: In accordance with Labor Code (LC) 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office and will be made available upon request. The prevailing wage rates are available from DIR at Director's General Prevailing Wage Determinations.

Bonds: For guidelines, see CMAS, Special Provisions, Public Works Requirements.

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State Contractor's License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should visit the [Check A License - CSLB](#) website to verify that the Contractor's License shown below is still active and in good standing.

The CMAS contractor's California Contractor's License number is 582159. This is a Class C-61 / D-24 Metal Products and C-61 / D34 Prefabricated Equipment license that is valid through 3/31/2028.

NOT SPECIFICALLY PRICED ITEMS

The only time that open market/incidental, non-contract items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the NSP Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.
4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under this CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
5. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order or \$25,000 whichever is lower.
6. An NSP item included in an order issued against this CMAS is subject to all of the terms and conditions set forth in the CMAS.

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7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances, where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items **are specifically excluded** from any order issued under this CMAS:

1. Items not intended for use in direct support of the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract, is subordinate to a specifically priced printer and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer that is not otherwise specifically priced in the base contract, is not subordinate to a specifically priced cable and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Items that do not meet the Productive Use Requirements for information technology products, per Statewide Information Management Manual Section 195.
4. Any other item or class of items specifically excluded from the scope of this CMAS.
5. Public Works and other services NOT in support of the products covered by this CMAS.
6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.
7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not comply with the above requirements. The CMAS contractor will promptly notify the agency issuing the noncompliant order of its rejection and the reasons for its rejection.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including Universities of California, California State Universities, K-12 schools, and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with its procurement policies and regulations.

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PCC 10298 allows any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds to contract with suppliers awarded CMAS without further competitive bidding. See complete PCC 10298 language at the California Legislative Information website.

PCC 10299 allows any school district empowered to expend public funds to utilize CMAS without further competitive bidding. See complete PCC 10299 language at the California Legislative Information website.

SELF-DELETING BASE CONTRACT TERMS AND CONDITIONS

Instructions or terms and conditions that appear in the Special Items or other provisions of the base contract and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation, Federal Information Resources Management Regulation, Federal Information Processing Standards, General Services Administration Regulation, or Federal Installment Payment Agreement shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Special Provisions take precedence if there is a conflict between the terms and conditions of the contractor's base contract, packaging, invoices, catalogs, brochures, technical data sheets or other documents. (Also see State of California General Provisions, ORDER OF PRECEDENCE)

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. The use of CMAS does not relieve state agencies of their responsibility to meet statewide requirements regarding contracting or the procurement of goods or services. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements; however, there is no guarantee that every requirement that pertains to all State processes has been included.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, GC 927. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

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2. Payee Data Record (Standard 204)

State Agencies must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies must forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

DGS will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total or remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and shipping) placed against their CMAS.

The incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

For more information on the incentive fees see the CMAS Management Guide.

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match, or the State Controller's Office will not approve payment.

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5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, i.e., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 through 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

The CMAS contractor does not accept the State of California credit card (VISA CAL-Card).

7. Leasing/Financing

California State Agencies should use the Golden State Financial Marketplace (GS SMar) program for all financing and leasing needs. California Local Government Agencies (counties, cities, K-12 school districts, community colleges, California State Universities, Universities of California, etc.) may utilize the GS SMar program for financing and leasing according to PCC 14937. The minimum dollar amount for Local Government Agency financing and leasing is \$100,000.

8. Lease/Purchase Analysis

California State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental and retain a copy for future audit purposes (SAM 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by DGS Office of Legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMar State Financial Marketplace. Buyers may contact the GS SMar Unit via e-mail at SFM@dgs.ca.gov for further information.

9. Leasing

The State reserves the right to select the form of payment for all procurements, whether it is an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMar and/or Lease SMar). If payment is through the financial marketplace, the CMAS contractor will invoice the State and the State will approve the invoice. The selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State. Buyers may contact the GS SMar Unit via e-mail at SFM@dgs.ca.gov for further information.

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OBTAINING COPY OF CMAS

A copy of this CMAS can be obtained at [State Leveraged Procurement Agreements](#). Links to the CMAS Special Provisions and base contract are available on the front page of this CMAS agreement.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline verification that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific location in the base contract that include the required products, services, and prices. Once verified, agencies should save the information for their file documentation.

FEDERAL DEBARMENT

When federal funds are expended, the agency is required to obtain (retain in file) a signed “[Federal Debarment](#)” certification from the CMAS contractor before the purchase order is issued. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

The Travel provision is not applicable to this CMAS.

AMERICANS WITH DISABILITY ACT

To view the [DGS Accessibility Policy](#), please visit the DGS website.

EXHIBIT B

VENDOR QUOTE

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PAGE]

16552 Burke Lane, Huntington Beach, CA 92647-4538
(714) 843-9882 • (800) 444-4594 • FAX (714) 843-9202

To: Buena Park Library District
7150 La Palma Avenue
Buena Park, CA 90620

Date: 8/20/2026
Job Location: Buena Park, CA
Est. Lead Time: 14-16 weeks
Freight: Included
F.O.B.: Destination
Terms: Net 30

ITEM	QTY.	PART NO.	DESCRIPTION	UNIT PRICE	EXTENSION
			New Estey Cantilever Library Shelving		
1.		LOT	Estey Cantilever Library Shelving per LPA First Floor Equipment, Shelving & Furniture Plan Sheet No. A2.51 and Second Floor Equipment, Shelving & Furniture Plan Sheet No. A2.52 dated 05-09-25. Includes new end panels and canopy tops as noted.		
	1		Adult Area		\$ 211,735.00
	1		Teen Area		\$ 27,755.00
	1		Children's Area		\$ 64,065.00
			Disassemble Existing Shelving/End Panels/OPACS for Storage		
2.		LOT	Labor to teardown existing shelving per LPA First Floor Demo Plan Sheet No. A1.01 and Second Floor Demo Plan Sheet No. A1.02 dated 05-09-25 for storage at library in container provided by others. Includes offsite storage of existing end panels and OPACS in temperature controlled warehouse.		Included Below
			Quiet Study Room 232		
3.		LOT	Labor to disassemble (22) existing Custom Starter-Adder Study Carrels with frosted acrylic divider panels and integrated electrical components, palletize for storage in temperature controlled warehouse, and reinstall per new layout.		Included Below

NOTES:

Pricing based on CMAS contract #4-24-08-1008, Expiration 05/31/2027.

Pricing includes freight and prevailing wage installation.

Pricing is subject to change if any modifications are made to Yamada's scope of work.

Installation to be during normal business hours, M-F 7am-4pm. Elevator access is required.

Permits, bonds, inspections, material storage or any associated costs are not included.

Due to the uncertainty in our market with potential surcharges, we reserve the right to adjust the proposal by the amount that surcharges are passed along to us by our suppliers.

DIR #1000001651.

			COST OF MATERIAL		\$ 303,555.00
			SALES TAX	8.750%	\$ 26,561.06
			DISASSEMBLE EXISTING SHELVING		\$ 14,595.00
			DISASSEMBLE EXISTING CARRELS		\$ 2,450.00
			END PANEL/OPAC STORAGE - 1yr	\$576/month	\$ 6,912.00
			CARREL STORAGE - 1yr	\$300/month	\$ 3,600.00
			DESIGN & STRUCTURAL CALCULATIONS		\$ 4,320.00
			SUBMITTALS		\$ 2,160.00
			INSTALL NEW & EXISTING SHELVING		\$ 47,775.00
			INSTALL EXISTING CARRELS		\$ 2,450.00
			FREIGHT		\$ 19,915.00
			TOTAL		\$ 434,293.06

1. This quotation is subject to change unless accepted within 30 days from the above date.
2. Shipping dates are approximate and are based upon receipt of all necessary information.
3. Prices quoted do not include direct taxes imposed by Federal, State or Municipal authorities unless stated.
4. A service charge of 1½% per month (18% annum) will be charged on all past due accounts.
5. If paying with credit card, add 3.75% to total.



Noah Read

noah@yamadaenterprises.com



YAMADA ENTERPRISES

QUOTATION # 26139-N

16552 Burke Lane, Huntington Beach, CA 92647-4538
(714) 843-9882 • (800) 444-4594 • FAX (714) 843-9202

To: Buena Park Library District
7150 La Palma Avenue
Buena Park, CA 90620

Date: 8/28/2026
Job Location: Buena Park, CA
Est. Lead Time: N/A
Freight: N/A
F.O.B.: N/A
Terms: Net 30

ITEM	QTY.	PART NO.	DESCRIPTION	Project Cost	1.5% Fee
			Payment & Performance Bond		
1.	1		Payment & Performance Bond Fee for the Buena Park Library project (includes proposal 25187-N-R4 dated 08/20/2026).	434,293.06	\$ 6,514.40
NOTES:					
			TOTAL	\$	6,514.40

1. This quotation is subject to change unless accepted within 30 days from the above date.
2. Shipping dates are approximate and are based upon receipt of all necessary information.
3. Prices quoted do not include direct taxes imposed by Federal, State or Municipal authorities unless stated.
4. A service charge of 1½% per month (18% annum) will be charged on all past due accounts.
5. If paying with credit card, add 3.75% to total.

Noah Read
noah@yamadaenterprises.com

EXHIBIT C

TERMS AND CONDITIONS FOR INSTALLATION SERVICES

1. Vendor shall not commence the Work under this Agreement until Vendor has submitted and District has approved the Performance Bond, Payment (Labor and Material) Bond, the certificate(s) attached hereto, and the endorsement(s) of insurance required by District.
2. **SITE EXAMINATION:** Vendor has examined the Site and certifies that it accepts all measurements, specifications and visible conditions affecting the Work to be performed at the Site. Vendor warrants that it has made all Site examination(s) that it deems necessary as to the visible condition of the Site, its accessibility for materials, workers and utilities, and Vendor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered visible condition on the Site.
3. **PERMITS AND LICENSES:** Vendor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Vendor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
4. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the services of this Agreement, Vendor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of District. Vendor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Vendor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees. The Parties agree that Vendor is an independent contractor or business entity that is: (i) free from the control and direction of District in connection with the Work, (ii) performing Work that is outside the usual course of District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Work performed.
5. **VENDOR SUPERVISION:** Vendor shall provide competent supervision of personnel employed on the Site, use of equipment, and quality of workmanship.
6. **WORKERS:** Vendor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of Vendor or a subcontractor whom District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from District.
7. **SUBCONTRACTORS:** Vendor agrees to bind every subcontractor by the terms of the Agreement as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Vendor shall subcontract any part of this Agreement, Vendor shall be fully responsible to District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Agreement shall create any contractual relations between any subcontractor and District.
8. **SAFETY AND SECURITY:** Vendor is responsible for maintaining safety in the performance of this Agreement. Vendor shall be responsible to ascertain from District the rules and

regulations pertaining to safety, security, and driving on District grounds, particularly when children are present.

9. **CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when Work is not actually being performed and shall be maintained in a reasonably clean condition.
10. **CORRECTION OF ERRORS:** Vendor shall perform, at its own cost and expense and without reimbursement from District, any work necessary to correct errors or omissions which are caused by Vendor's failure to comply with the standard of care required herein.
11. **CHANGES IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by District. Vendor specifically understands, acknowledges, and agrees that District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Purchase Price by fair and reasonable valuations. Vendor also agrees to provide District with all information requested to substantiate the cost of the change order and to inform District whether the Work will be done by Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
12. **INDEMNIFICATION:** To the furthest extent permitted by California law, Vendor shall, at its sole expense, indemnify and hold harmless District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and/or attorneys' fees, expert fees, and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by Vendor under or in conjunction with this Agreement, except to the extent the Claims are caused by the sole negligence or willful misconduct of District Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case Vendor's indemnification and hold harmless obligation shall be reduced by the proportion of District Parties' and/or Architect's liability. Vendor shall, to the furthest extent permitted by California law, defend District Parties at Vendor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.
13. **PAYMENT BOND AND PERFORMANCE BOND:** Vendor shall not commence the Work until it has provided to District, in a form acceptable to District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Agreement's Purchase Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to District.
14. **VENDOR'S INSURANCE:** Vendor has in force, and during the term of this Agreement shall maintain in force with the minimum indicated limits, the following insurance: Commercial General Liability (CGL) insurance: \$1,000,000 for each occurrence and \$2,000,000 for general aggregate with Products and Completed Operations Coverage; Automobile

Liability – Any Auto: combined single limit of \$1,000,000; Excess Liability insurance: \$1,000,000; Workers’ Compensation: Statutory limits; and Employers’ Liability: \$2,000,000. Vendor shall provide to District certificate(s) of insurance and endorsements satisfactory to District. Except for Workers’ Compensation insurance, District shall be named as an additional insured on all policies. Vendor’s CGL policy(ies) shall be primary; any insurance carried by District shall only be secondary and supplemental. Vendor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Vendor, subcontractor, or agent has been obtained.

15. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Agreement, Vendor, manufacturer, or their assigned agents shall guarantee the workmanship, product, or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from completion of work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
16. COMPLIANCE WITH LAWS: Vendor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Vendor observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Vendor shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Vendor’s receipt of a written termination notice from District. If Vendor performs any Work that is in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, Vendor shall bear all costs arising therefrom.
17. [RESERVED]
18. DISPUTES: In the event of any demand by Vendor for: (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by District under the Agreement, (B) payment by District of money or damages arising from Work done by, or on behalf of, Vendor pursuant to the Agreement and payment of which is not otherwise expressly provided for or to which Vendor is not otherwise entitled to, or (C) an amount of payment disputed by District, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Vendor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Vendor’s right to bring a civil action against District. Pending resolution of the dispute, Vendor and its subcontractors shall continue to perform the Work under the Agreement and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of District.
19. ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
20. TERMINATION: If Vendor fails to perform the Work and Vendor’s duties to the satisfaction of District, or if Vendor fails to fulfill in a timely and professional manner Vendor’s

obligations under this Agreement, or if Vendor violates any of the terms or provisions of this Agreement, District shall have the right to terminate this Agreement effective immediately upon District giving written notice thereof to Vendor. Vendor and its Performance Bond surety, if any, shall be liable for all damages caused to District by reason of Vendor's failure to perform and complete the Agreement. District shall also have the right in its sole discretion to terminate the Agreement for its own convenience upon District giving three (3) days' written notice thereof to Vendor. In case of a termination for convenience, Vendor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of termination.

21. ASSIGNMENT OF CONTRACT: Vendor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Agreement without the prior written consent of District.
22. CALCULATION OF TIME: For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
23. WAIVER: A Party's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

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Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to

the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

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Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

**PREVAILING WAGE CERTIFICATION AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Vendor: J. K. MIKLIN, INC. DBA YAMADA ENTERPRISES

Signature: _____

Print Name: _____

Print Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

Date: _____

Proper Name of Vendor: J. K. MIKLIN, INC. DBA YAMADA ENTERPRISES

Signature: _____

Print Name: _____

Print Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Agreement.)

DIR REGISTRATION VERIFICATION

(LABOR CODE SECTION 1771.1)

PROJECT: _____

Date Submitted (for Updates): _____

Vendor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Vendor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Vendor acknowledges and agrees that, if Vendor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and Vendor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Name of Vendor: J. K. MIKLIN, INC. DBA YAMADA ENTERPRISES

Signature: _____

Print Name: _____

Title: _____

PERFORMANCE BOND
(100% OF CONTRACT PRICE)

(Note: Vendor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of Buena Park Library District ("District") and J. K. MIKLIN, INC. DBA YAMADA ENTERPRISES ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____
_____ ("Surety") are held
and firmly bound unto the Board of District in the penal sum of

Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to District all damages District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by District of the lowest responsible bidder, arrange for a contract between such bidder and District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by District under the Contract and any modifications thereto, less the amount previously paid by District to the Principal, less any withholdings by District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship,

and shall indemnify and save harmless District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if District declares the Principal to be in default and notifies Surety of District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Vendor shall fail to make full, complete, and satisfactory repair and replacements and totally protect District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Vendor remains. Nothing herein shall limit District's rights or Vendor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by District that is based upon estimates approved by the Architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal	Surety
By	By
	Name of California Agent of Surety
	Address of California Agent of Surety
	Telephone No. of California Agent of Surety

Vendor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

PAYMENT BOND
Contractor's Labor & Material Bond
(100% Of Contract Price)

(Note: Vendor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of Buena Park Library District ("District") and J. K. MIKLIN, INC. DBA YAMADA ENTERPRISES ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____ ("Surety")
_____ are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal	Surety
By	By
	Name of California Agent of Surety
	Address of California Agent of Surety
	Telephone No. of California Agent of Surety

Vendor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT



Date: September 1, 2026
To: Board of Library Trustees
From: Helen Medina, Library Director
Subject: Approve Resolution 2026-21 Adopting a Conflict of Interest Code Policy and Approve Code Amendments

Recommended Action:

- 1) Adopt Resolution 2026-21 adopting a Conflict of Interest Code Policy; and 2) Approve code amendments as presented

Background:

Every two years, the District is required to review its Conflict of Interest Code and submit any changes to the reviewing body, which is the Orange County Board of Supervisors. The District did not actually have an adopted Conflict of Interest Code policy, but had a list of positions that the Board would review periodically.

Discussion:

As part of the current review, staff identified several changes that should be incorporated into the Conflict of Interest Code. These changes are intended to ensure that the Code accurately identifies positions that are required to comply with applicable conflict-of-interest and financial disclosure requirements.

Position Added- Administrative Specialist
Position Added- Library Programs Coordinator
Position Removed- Administrative Assistant
Position Removed- Facility Maintenance Supervisor

These changes are reflected in the proposed Conflict of Interest Code.

Fiscal Impact:

There is no anticipated fiscal impact associated with the proposed amendments to the Conflict of Interest Code or approval of the policy.

Exhibit:

Exhibit A - Resolution 2026-21
Exhibit B - Conflict of Interest Code

BUENA PARK LIBRARY DISTRICT RESOLUTION NO. 2026-21

RESOLUTION OF THE BOARD OF TRUSTEES OF THE BUENA PARK LIBRARY DISTRICT OF ORANGE COUNTY ADOPTING A CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the Buena Park Library District's ("District") conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, (Cal. Code of Regs., tit. 2, §18730), provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories, shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the District has recently reviewed its positions, and the duties of each position, and has determined that amendments to the current conflict of interest code are necessary to reflect recent changes in position designations and duties; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the District's conflict of interest code shall be rescinded and superseded by this resolution and attached conflict of interest code.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Board of Trustees of the Buena Park Library District that:

1. The foregoing recitals are true and correct.
2. This Resolution indicates the Board's intention to approve and implement the Conflict of Interest Policy, as described in Attachment A.

[Continues on Next Page]

AYES:

NOES:

ABSTAIN:

ABSENT:

BUENA PARK LIBRARY DISTRICT

By: _____
Brenda Estrada
President, Board of Library Trustees

ATTEST:

I hereby certify that the foregoing is a true and correct copy of a Resolution of the Board of Trustees of the Buena Park Library District of Orange County, California, adopted by said Board at its meeting on September 1, 2026.

By: _____
Christian Quintero
Secretary, Board of Library Trustees

Attachment A

**CONFLICT OF INTEREST CODE
OF THE
BUENA PARK LIBRARY DISTRICT**

The Political Reform Act of 1974 (Government Code section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, section 18730 of Title 2 of the California Code of Regulations, which contains the terms of a standard conflict of interest code that can be incorporated by reference in an agency's code. After public notice and hearing, the Fair Political Practices Commission may amend the standard code to conform to amendments of the Political Reform Act. Therefore, the provisions of 2 C.C.R. § 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Board of Trustee members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The members of the Board of Trustees, and designated employees, shall file their Statements of Economic Interests with the Clerk of the Board's Office of the Orange County Board of Supervisors electronically. The District shall make the statements available for public review and inspection.

APPENDIX

Disclosure Categories

General Provisions Applicable to All Categories

When an individual who holds a designated position is required to disclose investments and sources of income, he or she shall disclose investments in business entities and sources of income which do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years. In addition to other activities, a business entity is doing business within the jurisdiction if it owns real property within the jurisdiction.

When an individual who holds a designated position is required to disclose sources of income, he or she shall include gifts received from donors located inside as well as outside the jurisdiction.

When an individual who holds a designated position is required to disclose interests in real property, he or she shall disclose the type of real property described below if it is located within the jurisdiction, or not more than two miles outside the boundaries of the jurisdiction, or within two miles of any land owned or used by district.

When an individual who holds a designated position is required to disclose business position, he or she shall disclose positions in business entities that do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years.

Category 1:

A person designated Category 1 shall disclose:

- a. Interests in real property located entirely or partly within District boundaries, or within two miles of District boundaries, or of any land owned or used by the District.
- b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the District, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the District, or manufacture or sell supplies, books, machinery, or equipment of the type used by the District.

Category 2: A person designated Category 2 shall disclose:

- a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
- b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs.

Designated Positions

<u>Position</u>	<u>Disclosure Category</u>
Administrative Specialist	1
Circulation Services Supervisor	1
Consultant	2
IT Systems Specialist	1
Legal Counsel	1
Library Director	1
Library Programs Coordinator	1
Library Services Manager	1
Senior Librarian	1
Trustee	1

Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Library Director or designee. The Library Director or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the District, makes a governmental decision whether to: (2 CCR 18700.3)

1. Approve a rate, rule, or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the District to enter into, modify, or renew a contract that requires District approval;
5. Grant District approval to a contract that requires District approval and in which the District is a party, or to the specifications for such a contract;
6. Grant District approval to a plan, design, report, study, or similar item; or
7. Adopt or grant District approval of district policies, standards, or guidelines.

A consultant is also an individual who, pursuant to a contract with the District, serves in a staff capacity with the District and in that capacity participates in making a governmental

decision as defined in 2 C.C.R. 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the District that would otherwise be performed by an individual holding a position specified in the District's conflict of interest code. (2 C.C.R. 18700.3)



Conflict of Interest Code EXHIBIT A (Final Draft)

Entity: Library Districts

Agency: Buena Park Library District

Position	Disclosure Category	Files With	Status
Administrative Assistant	OC-01	COB	Deleted
Reason: Administrative Assistant Position is being deleted, this position is not being used at this time.			
Administrative Specialist	OC-01	COB	Added
Reason: A new position has been added to the organization chart that makes purchasing decisions.			
Circulation Services Supervisor	OC-01	COB	Unchanged
Consultant	OC-30	Agency	Unchanged
Facility Maintenance Supervisor	OC-01	COB	Deleted
Reason: This position has been eliminated.			
IT Systems Specialist	OC-01	COB	Unchanged
Legal Counsel	OC-01	COB	Unchanged
Library Director	OC-01	COB	Unchanged
Library Programs Coordinator	OC-01	COB	Added
Reason: This position assists with purchasing and selecting vendors.			
Library Services Manager	OC-01	COB	Unchanged
Senior Librarian	OC-01	COB	Unchanged
Trustee	OC-01	COB	Unchanged

Total: 12



Disclosure Descriptions EXHIBIT B (Final Draft)

Entity: Library Districts

Agency: Buena Park Library District

Disclosure Category	Disclosure Description	Status
OC-01	All interests in real property in Orange County, the authority or the District as applicable, as well as investments, business positions and sources of income (including gifts, loans and travel payments).	Unchanged
OC-30	Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest category in the code subject to the following limitation: The County Department Head/Director/General Manager/Superintendent/etc. may determine that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure required. The determination of disclosure is a public record and shall be filed with the Form 700 and retained by the Filing Officer for public inspection.	Unchanged

Grand Total: 2



Master List of Agency Filers (Final Draft)

Entity: Library Districts

Agency: Buena Park Library District

Last Name	First Name	Middle Name	Position	Division	Category	Status
Cho	Ruth		Senior Librarian		OC-01	Unchanged
Estrada	Brenda		Trustee		OC-01	Unchanged
Files with Agency			Consultant		OC-30	
Jensen	Linda Carole		Trustee		OC-01	Unchanged
Lebria	Martin		IT Systems Specialist		OC-01	Unchanged
Medina	Helen		Library Director		OC-01	Unchanged
Quintero	Christian		Trustee		OC-01	Unchanged
Rams	Richard		Trustee		OC-01	Unchanged
Salas	Patricia		Administrative Specialist		OC-01	Position Changed
Salmon Evans	Sue Ann		Legal Counsel		OC-01	Unchanged
Solorzano	Rodolfo		Trustee		OC-01	Unchanged
Thompson	Ann		Library Services Manager		OC-01	Unchanged
Vacant			Circulation Services Supervisor		OC-01	
Vacant			Library Programs Coordinator		OC-01	

Grand Total: 14



Conflict of Interest Code EXHIBIT A (Final Draft)

Entity: Library Districts

Agency: Buena Park Library District

Position	Disclosure Category	Files With
Administrative Specialist	OC-01	COB
Circulation Services Supervisor	OC-01	COB
Consultant	OC-30	Agency
IT Systems Specialist	OC-01	COB
Legal Counsel	OC-01	COB
Library Director	OC-01	COB
Library Programs Coordinator	OC-01	COB
Library Services Manager	OC-01	COB
Senior Librarian	OC-01	COB
Trustee	OC-01	COB

Total: 10



Disclosure Descriptions EXHIBIT B (Final Draft)

Entity: Library Districts

Agency: Buena Park Library District

Disclosure Category	Disclosure Description
OC-01	All interests in real property in Orange County, the authority or the District as applicable, as well as investments, business positions and sources of income (including gifts, loans and travel payments).
OC-30	Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest category in the code subject to the following limitation: The County Department Head/Director/General Manager/Superintendent/etc. may determine that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure required. The determination of disclosure is a public record and shall be filed with the Form 700 and retained by the Filing Officer for public inspection.

Grand Total: 2



Master List of Agency Filers (Final Draft)

Entity: Library Districts

Agency: Buena Park Library District

Last Name	First Name	Middle Name	Position	Division	Category	Files With
Cho	Ruth		Senior Librarian		OC-01	COB
Estrada	Brenda		Trustee		OC-01	COB
Files with Agency			Consultant		OC-30	Agency
Jensen	Linda Carole		Trustee		OC-01	COB
Lebria	Martin		IT Systems Specialist		OC-01	COB
Medina	Helen		Library Director		OC-01	COB
Quintero	Christian		Trustee		OC-01	COB
Rams	Richard		Trustee		OC-01	COB
Salas	Patricia		Administrative Specialist		OC-01	COB
Salmon Evans	Sue Ann		Legal Counsel		OC-01	COB
Solorzano	Rodolfo		Trustee		OC-01	COB
Thompson	Ann		Library Services Manager		OC-01	COB
Vacant			Circulation Services Supervisor		OC-01	COB
Vacant			Library Programs Coordinator		OC-01	COB

Grand Total: 14



FUTURE AGENDA ITEMS

Agenda preparation for the Regular Meeting which will be held on October 6, 2026, at 6:00 p.m. unless rescheduled by the Board of Library Trustees.

CLOSED SESSION

- 20.Public Employee Evaluation (Gov. Code § 54957(b)(1))
 - Employee: Library Director

ADJOURNMENT