



SPECIAL MEETING AGENDA

Board of Library Trustees | Buena Park Library District

2nd Floor Board Room
7150 La Palma Avenue
Buena Park, CA 90620
March 3, 2026

Immediately after the conclusion of the Regular Meeting (scheduled to begin at 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. **ROLL CALL** (Library Board President)
3. **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.

NEW BUSINESS

4. Independent Consultant Agreement for Temporary IT Network Relocation
 - Recommended Action: 1) Approve the independent consultant agreement with Eagle Multi-Media Productions, Inc. for IT Consulting Services for Temporary IT Network Relocation; 2) Authorize an expenditure not-to-exceed \$10,153.75; 3) Authorize the Library Director to make any necessary non-monetary changes to the agreement; and 4) Authorize the Library Director to approve additional project expenditures for contingency

purposes in an amount not to exceed twenty-five percent (25%) of the total project budget to be reported to the Board at the next regular meeting.

5. Amendment to Agreement with John Barry and Associates

- Recommendation: 1) Approve an amendment to the agreement with John Barry and Associates for Moving Management Services; 2) Authorize an expenditure not-to-exceed \$12,800; 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.

ADJOURNMENT

CERTIFICATION OF POSTING

I, Patty Salas, Administrative Assistant of the Buena Park Library District, hereby certify that the Agenda for the March 3, 2026, Special Meeting of the Board of Library Trustees of the Buena Park Library District was posted on March 2, 2026, at 7150 La Palma Ave Buena Park, CA and online at www.buenaparklibrary.org.

PS

Patty Salas, Administrative Assistant



Agenda Item 4

Date: March 3, 2026
To: Board of Library Trustees
From: Helen Medina, Library Director
Subject: Independent Consultant Agreement for Temporary IT Network Relocation

Recommended Action:

Agenda Item 4

Approve the independent consultant agreement with Eagle Multi-Media Productions, Inc. for IT Consulting Services for Temporary IT Network Relocation; authorize an expenditure not-to-exceed \$10,153.75; authorize the Library Director to make any necessary non-monetary changes to the agreement; authorize the Library Director to execute the agreement; authorize the Library Director to approve additional project expenditures for contingency purposes in an amount not to exceed twenty-five percent (25%) of the total project budget to be reported to the Board at the next regular meeting.

Background:

Buena Park Library District is scheduled for a major renovation of its main facility. During this period, library operations will continue at a temporary facility. The relocation of IT network equipment, including servers, network switches, and wireless access points, is essential to maintain uninterrupted library services, including public internet access, catalog operations, and staff connectivity.

The scale and complexity of this relocation project exceed what can be effectively managed internally. To ensure timely, secure, and efficient completion, professional consulting services are necessary.

Discussion:

Staff requests approval to engage an IT consulting firm to provide professional services for the relocation of IT network infrastructure. Notably, the recommended consultant has already conducted a comprehensive assessment of the District's IT equipment. Their familiarity and knowledge of our systems will facilitate a more effective transition plan, reduce risk, and ensure continuity of service.

The scope of work will begin with inventory and configuration backups, followed by decommissioning and removing hardware. This includes routers, access points, switches, server, and file-share PCS. Equipment will be transported and installed and programmed

in the new facility. Internet services, network programming, and testing will be conducted before the project is closed out.

This project uses primarily existing equipment, which will be relocated and reused as the project permits. This project has been reviewed by legal counsel and qualifies as a consulting project, not a construction or public works project.

Recommendation:

Staff requests that the Board approve the agreement with Eagle Multi-Media Productions, Inc. to assist with the District's relocation. The consulting firm has a strong understanding of existing equipment and systems, which will allow for an efficient transition. The firm provides competitive fees and has experience in libraries, schools, and offices. The similar nature of this project aligns with the firm's experience and capabilities. Staff requests the allowance to authorize additional expenditures on a contingency basis to allow the District to navigate unforeseen circumstances without causing project delays and will report any such expenditures at the next regular Board meeting.

Fiscal Impact:

The estimated cost for IT consulting services is \$10,153.75 covering labor and coordination of decommissioning and removal of equipment from the District's main facility and installation and startup in the new facility. Funding will be allocated from the District's Library Renovation Project capital budget addressing relocation needs. Staff requests an allowance to approve additional project expenditures for contingency purposes in the amount of 25% of the agreement amount to effectively address unforeseen circumstances and prevent project delays.

Exhibit:

Independent Consultant Agreement for Temporary IT Network Relocation

INDEPENDENT CONSULTANT AGREEMENT FOR TEMPORARY IT NETWORK RELOCATION

This Independent Consultant Agreement ("Agreement") is made and entered into as of the ____ day of _____, 2026, ("Effective Date"), by and between Buena Park Library District ("District") and Eagle Multi-Media Productions Inc., ("Consultant"), (together, "Parties").

1. **Services.** Consultant shall provide services to remove existing network and IT equipment from the current facility, securely transport the equipment to a temporary facility, and reinstall/configure the system for temporary operations for approximately 12–18 months, as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
2. **Term.** This Agreement shall begin on the Effective Date, and terminate on September 30, 2027, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
 - 2.1. Under no circumstance shall this Agreement renew automatically. The Parties may, by mutual written agreement executed by both Parties, renew the Agreement for an extended term.
3. **Board Approval Required.** This Agreement shall not be a valid contract until it is executed by both Parties and approved or ratified by District's Governing Board ("Board"). Should Consultant begin performing Services in advance of Board approval, any Services so performed in advance of the approval date will be provided at Consultant's risk.
4. **Submittal of Documents.** Consultant shall not commence the Services under this Agreement until Consultant has submitted and District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed Agreement
X	Workers' Compensation Certification
X	Insurance Certificates and Endorsements
X	W-9 Form
	Other: _____
5. **Compensation.** District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Ten Thousand, One Hundred Fifty-Three, and 75/100 Dollars (\$10,153.75)**. District shall pay Consultant according to the following terms and conditions:
 - 5.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District. Payment shall be made within thirty (30) days after Consultant submits an invoice to District and after District's written approval of the invoice.
 - 5.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit B**. If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement.
6. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.

7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any equipment used by Consultant or Consultant's agents, personnel, employee(s), and/or subcontractor(s), even if such equipment is furnished, rented or loaned to Consultant by District.
8. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
9. **Independent Contractor.** Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of District in connection with the performance of the Services, (ii) performing Services that are 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 Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

By checking the applicable box below, Consultant hereby represents and warrants to District the following:

- ☐ Consultant is and shall be a resident of the State of California or is otherwise exempt from withholding. To the extent an exemption is sought, Consultant will provide District with appropriate evidence including, without limitation, FTB Form 590. Consultant shall still be responsible for payment of all state and federal taxes.
- ☐ Consultant is not a resident of the State of California or otherwise not exempt from withholding, and Consultant authorizes District to withhold from all payments made to Consultant under this Agreement all taxes required to be withheld by law. (See, e.g., California Revenue & Taxation Code section 18661 et seq.)

10. Performance of Services.

- 10.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California library districts.
- 10.2. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 10.3. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from District the rules and regulations pertaining to safety, security, and driving on library grounds, particularly when children are present.
- 10.4. **[Reserved]**
- 10.5. **District Approval.** The Services provided herein must meet the approval of District. District may evaluate Consultant in any way District is entitled pursuant to applicable law, including, without limitation, announced and unannounced observance of Consultant, Consultant's employee(s), and/or subconsultant(s).
- 10.6. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** District may evaluate Consultant in any way District is entitled pursuant to applicable law. District's evaluation may include, without limitation:
 - 10.6.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.
 - 10.6.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
11. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
12. **Work Product.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of District.

13. Termination.

13.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.

13.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

13.2.1. material violation of this Agreement by Consultant; or

13.2.2. any act by Consultant exposing District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, District may secure the required services from another Consultant. If the expense, fees, and/or costs to District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expense, fees, and/or costs to District upon the receipt of District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13.3. Upon termination, Consultant shall provide District with all documents produced, maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

14. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Consultant 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 Consultant's right to bring a civil action against District.

15. **Attorney's 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.

16. Indemnification.

- 16.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant ("Claim"). Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto. District shall have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties.
- 16.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Consultant's obligation pursuant to this Article includes reimbursing District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.
- 16.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant from amounts owing to Consultant.

17. Insurance.

- 17.1. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$1,000,000 \$2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$1,000,000 \$2,000,000
Professional Liability Insurance	\$1,000,000
Workers' Compensation Insurance	Statutory Limits
Employer's Liability Insurance	\$1,000,000

- 17.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)

- 17.1.2. **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees performing any portion of the Services in accordance with provisions of section 3700 of the California Labor Code. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services. That policy shall provide employer's liability coverage per accident for bodily injury or disease.
- 17.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.
- 17.2. **Proof of Insurance.** Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:
- 17.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 17.2.2. An endorsement for each policy stating that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District.
- 17.2.3. An endorsement stating that District and its Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employer's Liability Insurance. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
- 17.2.4. An endorsement stating that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 17.2.5. An endorsement stating that there shall be a waiver of any subrogation against District and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers.
- 17.2.6. All policies except the Professional Liability, Workers' Compensation, and Employer's Liability Insurance Policies shall be written on an occurrence form.
- 17.2.7. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 17.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.

18. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
19. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the Board and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, Consultant shall bear all costs arising therefrom.
20. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
21. **Non-Discrimination.** Consultant herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Consultant and all of its subconsultants. In addition, Consultant agrees to require like compliance by all its subconsultant(s).
22. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or electronic mail, addressed as follows:

District:

Buena Park Library District
ATTN: Helen Medina, Library Director
7150 La Palma Ave.
Buena Park, CA 90620
hmedina@buenaparklibrary.org

Consultant:

Eagle Multi-Media Productions Inc.
ATTN: Jeremy Yamaguchi, President
411 Park Industrial Dr
La Habra, CA 90631 USA
Jeremy@eaglemmp.com

Any notice personally given or sent by electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

23. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
24. **Amendments, Changes and Modifications.** This Agreement may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.
25. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
26. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California and venue of any action shall be in the county in which District office is located.
27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
28. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
29. **Assignment.** The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant.
30. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
31. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
32. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
33. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
34. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
35. **Execution of Other Documents.** The parties to the Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

36. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

37. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 2026

Dated: _____, 2026

Buena Park Library District

Eagle Multi-Media Productions Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Consultant:

License No.: _____

_____:

Registration No.: _____

Employer Identification and/or
Social Security Number

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

____ Corporation, State: _____

____ Limited Liability Company

____ Other: _____

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, District requires Consultant to furnish the information requested in this section.

EXHIBIT A

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire proposal is not made part of this Agreement. In the event of any inconsistent terms between the proposal and this Agreement, the parties agree the terms of this Agreement shall control.

Project Overview

Buena Park Library District requests services to remove existing network and IT equipment from the current facility, securely transport the equipment to a temporary facility, and reinstall/configure the system for temporary operations for approximately 12–18 months. This document defines the scope of work, assumptions, deliverables, and the estimate summary.

Equipment Included (Provided by Client)

Network / Wireless:

- 1 router (in scope)
- 5 managed switches
- 5+ unmanaged switches (estimate assumes 5; additional units billed per unit)
- 15 access points to be removed from current facility
- 10 access points to be installed/provisioned at temporary facility

Servers / Workstations:

- 1 server
- 3 PCs acting as file shares

Scope of Work

Phase 1 – Project Coordination and Preparation

- Coordinate schedule, access, and cutover plan.
- Perform inventory, labeling, and configuration backups (router, managed switches, wireless platform as applicable).

Phase 2 – Decommission and Removal (Current Facility)

- Gracefully shut down and remove the router, managed/unmanaged switches, server, and file-share PCs.

- Remove 15 access points distributed across three stories (all under 12-foot ceilings).
- Label equipment and cables for accurate reinstallation; pack equipment with protective materials.
- Post-removal rack housekeeping: leave rack area safe and organized.
- No structured cabling removal: existing cable plant, patch panels, and racks remain in place.

Phase 3 – Transport / Truck Rolls

- Provide three (3) truck rolls for equipment loading/unloading and transport staging.
- Transport equipment between sites with appropriate handling and protection.

Phase 4 – Temporary Facility Installation and Programming

- Provide and stage a temporary server rack (equipment) at the temporary facility.
- Install router and complete ISP handoff/internet bring-up.
- Install and configure managed switches; install unmanaged switches.
- Install and provision 10 access points at the temporary facility.
- Network programming: SSIDs, security, DHCP/DNS and segmentation as applicable.
- Reinstall and validate server and file-share PCs.
- Provide cable management, cable track/wiremold as needed for temporary routing.

Phase 5 – Testing and Closeout

- Validate core services: internet, LAN switching, Wi-Fi connectivity, and file-share availability.
- Deliver temporary-site as-built notes (equipment list, uplink notes, admin configuration notes).

Assumptions

- Pre-move walkthrough has already been completed as part of the quoting process.
- Temporary site has active ISP handoff available by the scheduled cutover date.
- Temporary site data drops are present and in good working order.
- Patch connections at the temporary site will be achieved using 15-foot CAT6 jumpers provided in materials.
- Work is limited to relocation and restoration of the listed equipment; major redesigns are out of scope unless approved.

Exclusions (Unless Added by Change Order)

- New structured cabling runs, conduit, construction, or electrical work beyond existing outlets.
- Replacement of failed hardware discovered during move (quoted separately).
- Application-level troubleshooting beyond connectivity validation.
- Return move back to the permanent facility (can be quoted separately).

Change Management

Any work outside this scope (additional devices, additional AP installs beyond 10 at the temporary site, new cabling needs, after-hours cutover, or extended troubleshooting) requires written approval and may be billed time-and-materials or quoted as a change order.

Estimated Labor (Hours Only – Pricing Shown in Summary)

Phase	Task	Quantity	Notes
Project Management	Project management / coordination	6.0 hrs	
Preparation	Inventory, labeling, and configuration backups	6.0 hrs	Router, managed switches, wireless platform as applicable
Removal	Decommission & remove router	2.0 hrs	
Removal	Decommission & remove managed switches	5 switches × 1.0 hr	5.0 hrs
Removal	Remove unmanaged switches	5 switches × 0.4 hr	2.0 hrs (plus per additional unit)
Removal	Remove access points	15 APs × 0.45 hr	6.75 hrs
Removal	Server decommission & packing	2.0 hrs	
Removal	File share PCs decommission & packing	3 PCs × 0.75 hr	2.25 hrs
Removal	Rack safe leave-behind / patch organization	2.0 hrs	
Installation	Temporary rack install / closet setup & dressing	6.0 hrs	

Installation	Install router + ISP handoff / internet bring-up	3.0 hrs	
Installation	Install managed switches (mount/uplinks/basic config)	5 switches × 1.25 hr	6.25 hrs
Installation	Install unmanaged switches (mount/patch/power)	5 switches × 0.5 hr	2.5 hrs (plus per additional unit)
Installation	Install & provision access points (temporary site)	10 APs × 0.6 hr	6.0 hrs
Installation	Network programming / services	6.0 hrs	
Installation	Server + file share PCs reinstall / bring-up	1 server (3.0) + 3 PCs (1.0 ea)	6.0 hrs
Closeout	Testing & validation	6.0 hrs	
Closeout	As-built documentation	3.0 hrs	

Materials and Fixed Fees

Item	Qty	Unit Cost	Extended
Truck roll fee	3	\$150	\$450
Moving / packing / protection supplies	1	\$300	\$300
Temporary server rack (equipment)	1	\$500	\$500
Cable track / wiremold	1	\$300	\$300

Cable management materials	1	\$250	\$250
Expendables (labels, tape, fasteners, misc.)	1	\$250	\$250
15 ft CAT6 patch cables / jumpers	20	\$15	\$300
Multimode SFP modules (MM)	4	\$150	\$600

Acceptance

Work is considered complete when the temporary site network is operational (internet, LAN, Wi-Fi, and file shares), and the client has received closeout documentation. Any scope changes will be addressed via written change order.

EXHIBIT B
HOURLY BILLING RATES AND/OR UNIT PRICES

Estimated Labor (Hours Only – Pricing Shown in Summary)

Phase	Task	Quantity	Notes
Project Management	Project management / coordination	6.0 hrs	
Preparation	Inventory, labeling, and configuration backups	6.0 hrs	Router, managed switches, wireless platform as applicable
Removal	Decommission & remove router	2.0 hrs	
Removal	Decommission & remove managed switches	5 switches × 1.0 hr	5.0 hrs
Removal	Remove unmanaged switches	5 switches × 0.4 hr	2.0 hrs (plus per additional unit)
Removal	Remove access points	15 APs × 0.45 hr	6.75 hrs
Removal	Server decommission & packing	2.0 hrs	
Removal	File share PCs decommission & packing	3 PCs × 0.75 hr	2.25 hrs
Removal	Rack safe leave-behind / patch organization	2.0 hrs	
Installation	Temporary rack install / closet setup & dressing	6.0 hrs	
Installation	Install router + ISP handoff / internet bring-up	3.0 hrs	
Installation	Install managed switches	5 switches × 1.25 hr	6.25 hrs

	(mount/uplinks/basic config)		
Installation	Install unmanaged switches (mount/patch/power)	5 switches × 0.5 hr	2.5 hrs (plus per additional unit)
Installation	Install & provision access points (temporary site)	10 APs × 0.6 hr	6.0 hrs
Installation	Network programming / services	6.0 hrs	
Installation	Server + file share PCs reinstall / bring-up	1 server (3.0) + 3 PCs (1.0 ea)	6.0 hrs
Closeout	Testing & validation	6.0 hrs	
Closeout	As-built documentation	3.0 hrs	

Materials and Fixed Fees

Item	Qty	Unit Cost	Extended
Truck roll fee	3	\$150	\$450
Moving / packing / protection supplies	1	\$300	\$300
Temporary server rack (equipment)	1	\$500	\$500
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Cable management materials	1	\$250	\$250
Expendables (labels, tape, fasteners, misc.)	1	\$250	\$250

15 ft CAT6 patch cables / jumpers	20	\$15	\$300
Multimode SFP modules (MM)	4	\$150	\$600

Acceptance

Work is considered complete when the temporary site network is operational (internet, LAN, Wi-Fi, and file shares), and the client has received closeout documentation. Any scope changes will be addressed via written change order.

Estimate Summary

Labor pricing is summarized below; individual labor line items above are shown as hours only.

Labor	\$7,203.75 (84.75 hours @ \$85/hr)
Materials and fixed fees	\$2,950.00
Grand total	\$10,153.75
Notes	Taxes (if applicable) and any approved change orders are not included in the totals above.

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:

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and 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 District prior to performing any Services under this Agreement.)



Agenda Item 5

Date: March 3, 2026
To: Board of Library Trustees
From: Helen Medina, Library Director
Subject: Amendment to Agreement with John Barry and Associates

Recommended Action:

Agenda Item 5

Approve an amendment to the agreement with John Barry and Associates for Moving Management Services; authorize an expenditure not-to-exceed \$12,800; 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 currently preparing for the relocation and reconfiguration of furniture, equipment, and technology into a temporary facility as part of the Library Renovation Project. The original move management contract included high-level planning support based on programmatic space allocations. This approach assumed that general identification of functional areas (e.g., public seating, staff workrooms, collections areas, collaborative spaces) would be sufficient to guide furniture placement and relocation logistics.

As the project has progressed into implementation planning, it has become clear that the original concept of identifying programmatic spaces alone is not sufficient to meet the operational and technical requirements of the project.

Discussion:

Staff requests an additional scope for the agreement to include detailed verification that furniture and equipment will fit into designated spaces and scaled floor plans with furniture placement to align electrical and technology infrastructure. This information is required to assist with data drop locations, equipment clearances, and ADA compliance. Without this scope, IT installation may not be aligned with furniture and space use, causing delays or re-work. Additionally, furniture may require additional relocation, re-placement, or adjustments in storage plans, resulting in escalating costs and project delays.

To mitigate these risks, this amendment will allow a field verification and fit analysis to confirm that furniture will fit appropriately, including circulation paths. This will align with existing conditions and assist our IT consultant in determining placement of technology.

Ultimately, the increased documentation and planning will reduce field decision-making, facilitating a more efficient process.

Recommendation:

Staff requests that the Board approve an amendment to the agreement with John Barry and Associates to more effectively coordinate the move migration, reducing the risk of change orders in the field while movers are on-site and misalignment with technology planning.

Fiscal Impact:

The amendment to the agreement is for an additional \$12,800, plus reimbursable expenses.

Exhibit:

Amendment to Agreement with John Barry and Associates

**AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT AGREEMENT
FOR MOVING MANAGEMENT SERVICES**

BY AND BETWEEN

BUENA PARK LIBRARY DISTRICT AND JOHN BARRY & ASSOCIATES

This Amendment No. 1 to the Independent Consultant Agreement ("Amendment") is made and entered into as of , 2026 ("Effective Date"), by and between the Buena Park Library District ("District") and J. B. A. Management Engineers, Inc., d/b/a John Barry & Associates ("Consultant") (collectively, the "Parties"), as follows:

RECITALS

WHEREAS, the Parties entered into an Independent Consultant Agreement, dated February 10, 2026 ("Agreement"), pertaining to moving management services;

WHEREAS, Section 24 of the Agreement provides that it may be amended only via a written instrument executed by both Parties; and

WHEREAS, the Parties now desire to amend the Agreement to provide for an additional scope to include development of a detailed furniture layout, and to revise the Agreement as otherwise necessary to facilitate the Services.

NOW, THEREFORE, the Parties do hereby mutually agree as follows:

TERMS

Section I. Amendments of Agreement.

1. Section 5 of the Agreement is hereby amended by deleting the existing language in its entirety and replacing it with the following: "District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Fifty-Seven Thousand, Seven Hundred Thirty Dollars (\$57,730.00)** ("Fee"). District shall pay Consultant according to the following terms and conditions:"
2. **Exhibit A** of the Agreement is hereby amended by adding and incorporating **Attachment A** hereto, which shall govern the additional services described therein.

[Remainder of page intentionally left blank.]

Section II. All Other Provisions Reaffirmed.

All other provisions of the Agreement shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment and any provision of the Agreement, the provisions of this Amendment shall control. All capitalized terms used in this Amendment, but not defined herein (including the recitals), shall have the respective meanings given to them in the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to the Agreement to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2026

Dated: _____, 2026

Buena Park Library District

John Barry & Associates

By: _____

By: _____

Name: Helen Medina

Name: _____

Title: Library Director

Title: _____

ATTACHMENT A

Additional Scope of Services

[Attachment begins on next page.]



DATE: FEBRUARY 27, 2026

TO: HELEN MEDINA
BUENA PARK LIBRARY DISTRICT

FROM: MONIQUE DINH & JANE BARRY
JOHN BARRY & ASSOCIATES

RE: ADDENDUM TO MOVE MANAGEMENT PROPOSAL
SCOPE: DETAILED FURNITURE LAYOUT

We appreciate the opportunity to collaborate with you on this significant temporary relocation project. Assisting The Buena Park Library District has been a pleasure for the JBA team.

Following our discussion on February 25th, the addendum below outlines JBA's support for the detailed furniture layout at the temporary relocation site.

ADDITIONAL SCOPE: DETAILED FURNITURE LAYOUT

JBA will collaborate closely with you to develop the optimal furniture layout for the temporary site, utilizing the detailed, finalized furniture inventory list for items to be relocated. We will strategically place each piece of furniture and department based on your operational preferences, ensuring continuous, clear communication with your team throughout the process. We will work on several revisions to move toward what you will define as your ideal layout.

The complete detailed furniture layout is expected to take approximately 3 weeks. We estimate that 2-3 revisions of the detailed layout will be necessary to achieve your ideal design.

JBA's extensive engineering and layout experience will be leveraged to complement your vision; however, all final design decisions rest with the Buena Park Library District.

INVESTMENT

The investment in this additional scope of work to complete the detailed furniture layout will be \$12,800, not including expenses. Expenses not to exceed 10% of fees.

All work will be performed under the terms and conditions outlined in the Master Services Agreement executed on February 10, 2026.

To approve this additional scope, please sign, date, and return.

Date: _____

Date: _____

John Barry & Associates

Client: Buena Park Library District

Title: _____

Title: _____

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____



ADJOURNMENT