

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Lubin Olson & Niewiadomski LLP

***REQUIRED CHECKBOX* for Service Contracts**

- ☐ MVWSD Independent Contractor for Professional Services Agreement (PSA) completed
- ☒ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached. *Engagement Agreement*

☒ **Contract for Professional Services / Special Services**

- ☒ Up to \$50,000, no further steps required.
- ☐ \$50,001 and above, completed the following items:
- ☐ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
 - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

**If it is advantageous for the district to pursue a particular vendor, a justification can be attached.*

☐ **Contract for Services (NOT Special Services)**

- ☐ Up to \$50,000, no further steps required.
- ☐ \$50,001 - \$114,799, completed the following items:
- ☐ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
 - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ \$114,800 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, & Surveyors**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

☐ **Contract for Waste Services {MOT or CBO}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Transportation Services (Bus, Cars, etc.)**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Equipment, Materials and Supplies**

- ☐ Up to \$75,000, no further steps required.
- ☐ \$75,001 - \$114,799, completed the following items:
- ☐ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
 - ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ \$114,800 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

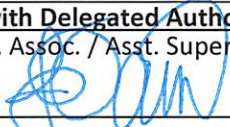
- ☐ Followed the procurement steps for "Equipment, Materials and Supplies."
- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

☐ **Contract for Educational Materials**

- ☐ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ Contract for Perishable Foods {Child Nutrition}
☐ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.) ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
☐ Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}
☐ Followed the applicable steps in the Purchasing Processes and Procedures document.
☐ Contract Utilizing CMAS / Other "Leveraged Procurement Agreements" via the CA Dept of Gen Svcs {Business Office}
☐ Followed the applicable steps in the Purchasing Processes and Procedures document.
☐ Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Contracts" {Business Office}
☐ Followed the applicable steps in the Purchasing Processes and Procedures document.
☐ Contract for Construction, Repair and Maintenance {MOT or CBO}
☐ Up to \$75,000, completed the following items: ☐ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.) ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience. ☐ \$75,001 - \$220,000, followed the Informal Bid Process in the Purchasing Processes and Procedures document. ☐ \$220,001 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document. ☐ Lease-Leaseback, utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406. ☐ Design-Build, utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.
☐ Contract for Energy Services That Will Generate Cost Savings
☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.
☐ Contract for Emergencies {CBO Only}
☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

Approval by Department Head (Minimum: Manager Level)	Approval by Person with Delegated Authority (Superintendent, CBO, Assoc. / Asst. Superintendent)
Signature: <u></u>	Signature: <u></u>
Date: <u>8-12</u> , 20 <u>25</u>	Date: <u>12 AUG</u> , 20 <u>25</u>
Print Name: <u>Rebecca Westover</u>	Print Name: <u>Jeff Baier</u>
Print Title: <u>CBO</u>	Print Title: <u>Superintendent</u>

Checklist not required for school sites

August 12, 2025

ATTORNEY-CLIENT FEE AGREEMENT

This agreement for legal services (“Agreement”) is entered into between Lubin Olson & Niewiadomski LLP, a California limited liability partnership (“LON”, “we” or “us”), and Mountain View Whisman School District, a California school district (collectively, “Client” or “you”). LON’s representation of the Client does not encompass any officer, director, employee, owner, principal, member or partner of or any other person affiliated with the Client; or any subsidiary, parent or other affiliate of the Client. If any of these persons or entities require the services of counsel, we would be pleased to discuss whether we might be able to represent any of them, but any such representation would need its own agreement, and would depend on our review and disclosure of any conflicts of interest that may arise in connection with any such concurrent representation, and on appropriate consents being obtained from the Client and from those seeking such additional representation.

1. **SCOPE OF SERVICES.** Client is engaging LON to provide legal advice and services in the following matter(s): Tenants-in-Common agreement for property located at 699 North Shoreline Boulevard, Mountain View, California (“Matter”). We will provide those legal services reasonably required to represent you, keep you informed of the status of the Matter and respond to your inquiries. This Agreement will govern all future services we perform for you with respect to any such new matter(s) identified in writing, unless we make a different agreement with you in writing. Our services do not extend to valuation, accounting, insurance coverage, financial advice or other business, personal or legal affairs of the Client or to any other aspect of the Client’s activities. Legal services that are excluded under this Agreement specifically include, but are not limited to, patent, insurance coverage and tax. Client should consider obtaining advice from a tax practitioner concerning tax matters. All of LON’s attorneys are licensed to practice law in California. If Client needs advice regarding the laws of other states or countries, we advise Client to consult with counsel licensed to practice law in those jurisdictions.

2. **RETENTION OF FIRM.** By this Agreement, you are retaining the law firm of LON. Robert S. Miller, whose current billing rate is \$900.00 per hour, will be the attorney primarily responsible for the Matter. Mr. Miller, when appropriate in his discretion, may delegate the services to other attorneys or legal assistants within the firm.

3. **CLIENT’S DUTIES.** You agree to be truthful with us, to cooperate, to keep us informed of any relevant information or developments which may come to your attention, to abide by this Agreement, to pay our bills within thirty (30) days after they have been sent to you, and to keep us advised of your address, telephone number and whereabouts.

4. **DEPOSITS.** As a professional courtesy, we will not require an initial deposit for this Matter, but we reserve the right to require an advance deposit for this Matter in the future or for any new matter. Any such deposit will be held in a trust account. Any interest earned on this deposit will be paid, as required by law, to the State Bar of California to fund legal services for indigent persons. You acknowledge that any such deposit is not an estimate of total fees and costs, but merely an advance for security. If you fail to pay our invoices on a timely basis, you authorize us to use the funds on deposit to pay our fees and costs. You agree to pay all deposits within thirty (30) days of our demand for same. Any unused deposit at the conclusion of our services will be refunded.

5. **LEGAL FEES AND BILLING PRACTICES.** You agree to pay us by the hour at our prevailing rates for time spent on the Matter by our personnel. Our current hourly rates for legal personnel (and other billing rates) are set forth on the attached Rate Schedule. The Rate Schedule also provides for periodic increases. If you refuse to pay our fees after a rate increase, we will have the right to withdraw as your attorneys.

We will charge you for all of the time we spend providing legal services to you under this Agreement, including, but not limited to: conferences and meetings, legal research, correspondence, reviewing and drafting legal documents, telephone calls and emails with you, or made on your behalf. The legal personnel assigned to the Matter will confer among themselves about the Matter, as they consider appropriate. When they do confer, each person will charge for the time expended. Likewise, if more than one of our legal personnel attends a meeting or other proceeding, each will charge for the time spent. We will charge for travel time, both local and out of town.

We make no promises or representations about the total amount of attorneys' fees to be incurred by you under this Agreement.

6. **COSTS AND OTHER CHARGES.** We will incur various costs and expenses in performing legal services under this Agreement. You agree to pay those costs and expenses in addition to our hourly fees. The costs and expenses commonly include fees fixed by law or assessed by government agencies, fees for computerized legal research, messenger and other delivery fees, postage, travel expenses (such as air fare, ground transportation, meals and lodging), photocopying and other reproduction costs, clerical staff overtime when required to meet your deadlines, and similar items. LON will not pay costs on Client's behalf in excess of \$1,000, unless special arrangements are made or the nature of the expense requires it (such as paying travel expenses). LON does not take responsibility for paying fees and expenses of third parties, such as expert consultants, investigators, title companies, and the like, which will be the Client's responsibility and may be billed directly to the Client. You agree to pay the fees and charges of such persons, even if they direct their invoices to LON.

If LON or any current or former employee of LON is asked or required by a third party to testify or produce documents as a result of LON's representation of the Client, the Client agrees to pay LON for any resulting costs or expenses, including LON's time, even if LON's representation of the Client has ended. This paragraph does not apply to any claim brought by Client alleging wrongdoing by LON.

7. **MONTHLY STATEMENTS AND INTEREST.** We will send you monthly statements as of the last day of every calendar month for fees and costs incurred and the current balance owed. Each statement will be due within thirty (30) days of its date. Thereafter, interest will be payable on the unpaid balance at the rate of ten percent (10%) per annum, regardless of whether LON's invoices show interest charges.

8. **DISCHARGE AND WITHDRAWAL.** You may discharge us at any time, with or without cause, by written notice which will be effective when we receive it. We will provide no further services and advance no further costs on your behalf after receipt of such a notice. We may withdraw with your consent or without your consent for good cause. Good cause includes your breach of this Agreement, including your refusal to timely pay our invoices or to cooperate with us. Good cause further includes your refusal to follow our advice on a material matter or any fact or circumstance that would render our continuing representation unlawful or unethical. Notwithstanding such discharge or withdrawal, you will remain obligated to pay us at the agreed rates for all services provided, and to reimburse us for all costs advanced, before the effective date of discharge or withdrawal.

9. **DOCUMENT RETENTION POLICY.** Upon the termination of our services you will have the right to receive all of your client papers and property maintained by our firm during our representation of you. Client papers and property includes correspondence, pleadings, deposition transcripts, exhibits, physical evidence and expert reports (but does not include the undisclosed work product of our attorneys). If you do not request the return of your client papers and property upon the termination of our services for you, we will maintain those records for a period of five years. Upon the expiration of five years, you hereby consent to our disposal of your client papers and property.

10. **DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this Agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of your Matter. We make no such promises or guarantees. Our comments about the outcome of your Matters are expressions of opinion only. Any estimate of fees given by us will not be a guarantee.

11. **DISPUTES SUBJECT TO ARBITRATION.** In any dispute over attorneys' fees, you have the statutory right to arbitrate under the fee arbitration procedures of the California State Bar set forth in California Business and Professions Code, beginning at Section 6200. The arbitration award under these procedures shall be non-binding unless both parties consent to a binding award. Prior to or at the commencement of any arbitration that we bring against you for unpaid fees, we will send you a written notice of your right to arbitrate under these provisions. If, after receiving notice of this right to arbitrate, you do not elect the State Bar fee arbitration procedure, any such dispute will be resolved by binding arbitration as provided in the paragraph below.

Any fee dispute that is not resolved by the State Bar arbitration procedure, and all other disputes, claims or controversies arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity of this Agreement, including the determination of the scope or applicability of this arbitration provision, will be determined by

binding arbitration in San Francisco, California. The arbitration will be administered by JAMS under its Comprehensive Arbitration Rules and Procedures, provided, however, that all such disputes, claims or controversies that do not exceed \$250,000 (or the then-applicable threshold set by JAMS), excluding attorneys' fees and costs, will be administered by JAMS pursuant to its Streamlined Arbitration Rules. Copies of the rules may be found at <https://www.jamsadr.com/>, and we will make them available to you upon request. There will be a single arbitrator who will be a retired judge. If the parties cannot agree on an arbitrator, then JAMS will select an arbitrator for the parties pursuant to its normal procedure for selecting an arbitrator when parties cannot agree. The parties agree to share equally in the costs of arbitration. If any party fails or refuses to pay its case administration or arbitrator fees to JAMS in a timely manner, the other party may, at its election, pay such fees and proceed with the arbitration without the participation of the party who fails or refuses to pay its share of such fees. **YOU UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO BINDING ARBITRATION, YOU WAIVE THE RIGHT TO SUBMIT THE DISPUTE FOR DETERMINATION BY A COURT AND THEREBY ALSO WAIVE THE RIGHT TO A JURY OR COURT TRIAL.** This clause will not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Judgment on the Award may be entered in any court having jurisdiction. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator, to the prevailing party; however, the arbitrator may not allocate attorneys' fees as part of the Award. The party seeking enforcement of the Award will be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered. This arbitration provision will survive termination of this Agreement and LON's engagement. This arbitration provision may not be waived, except by a written waiver agreement signed by the parties.

12. **INTERNAL COMMUNICATIONS.** There are occasions when lawyers in our firm find it useful and helpful to discuss our professional obligations to you with lawyers experienced in such matters. To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between LON and the Client as to such consultation or resulting communications, particularly if a dispute were ever to arise between LON and the Client regarding the Matter. You hereby agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our firm counsel (either the Firm's in-house general counsel or, if we choose, outside counsel) we have your consent to do so. Any such communications are and will be deemed to be communications protected by the Firm's attorney-client privilege, and our representation of you will not, thereby, waive any attorney-client privilege that the Firm may otherwise have protecting the confidentiality of our communications with counsel.

13. **EFFECTIVE DATE.** This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, you will be obligated to pay us the reasonable value of any services we perform for you.

14. **CALIFORNIA LAW AND VENUE.** This Agreement is entered into in San Francisco, California and will be governed by California law. The San Francisco County

Superior Court will be the only court in which the parties may file a petition to enforce the arbitration provision in this Agreement or a lawsuit in the event that the arbitration provision in this Agreement is waived by the parties or not enforced by the San Francisco County Superior Court.

15. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement to the extent that the parties carry it out.

16. **SEVERABILITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

17. **COUNTERPARTS.** This Agreement may be signed in counterparts by the Parties hereto and will be valid and binding on each party as if fully executed all on one copy. Facsimile and electronic signatures will be deemed originals.

18. **NOTICES TO YOU.** The following address and telephone numbers are those you have instructed us to use to contact you:

Name:	Mountain View Whisman School District
Address:	1400 Montecito Ave. Mountain View, CA 94043 Attn: Rebecca Westover
Telephone Number:	650-526-3500
Email:	rwestover@mvwsd.org

If you change your address or telephone numbers, you agree to notify us in writing within seven (7) days of such change(s) of your new address and/or telephone number.

August 12, 2025

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19. **JOINT AND SEVERAL OBLIGATIONS.** If more than one person executes this Agreement, each party executing this Agreement below in their individual capacity or in their capacity as a manager, officer or partner of a legal entity, or the trustee of a trust, agrees that he, she or it, as the case may be, shall be jointly and severally liable for all obligations under this Agreement, including the obligations to timely pay our invoices.

Dated: August 12, 2025

LUBIN OLSON & NIEWIADOMSKI LLP

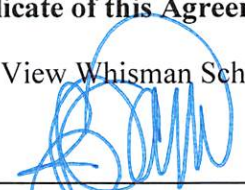
By: 

Robert S. Miller, Partner

Each of the undersigned has read and understands the terms of this Agreement and those set forth on the attached Rate Schedule and agrees to them, as of the date Lubin Olson & Niewiadomski LLP first provide services. If more than one client signs below, each agrees to be liable, jointly and severally, for all obligations under this Agreement. Client will receive a fully executed duplicate of this Agreement.

Dated: August 12, 2025

Mountain View Whisman School District

By: 

Name: Rebecca Westover, Ed.D.

Its: Chief Business Officer

Jeff Baier
Superintendent

RATE SCHEDULE
(As of November 1, 2024, Subject to Future Adjustment)

IDENTIFICATION

Client: Mountain View Whisman School District
Matter: Staff Housing TIC Agreement

HOURLY RATES FOR LEGAL PERSONNEL

Partners:	\$575 to \$1,050
Of Counsel:	\$525 to \$675
Associates:	\$425 to \$615
Legal Assts.:	\$190 to \$410

STANDARD CHARGES

We charge for our time in units of .10 hours.

COSTS AND EXPENSES

Mileage Standard mileage rate promulgated by the IRS

Clerical staff overtime when required to meet your deadlines will be charged at 1.5 times the base hourly rate or at the rates required by applicable law, whichever is greater.

All other costs will be charged at our actual cost.

SUBJECT TO CHANGE

We normally increase our hourly rates annually as of November 1 and our invoices will reflect those increased rates should they occur. If you decline to pay any increased rates or charges, we will have the right to withdraw as your lawyers.