Engagement Agreement
Between
North Santa Clara Resource Conservation District
and
Water Law & Policy Partners LLP

The North Santa Clara Resource Conservation District ("NSCRCD" or "you"), a resource conservation district organized under Division 9 of the California Public Resources Code, engages Water Law & Policy Partners LLP ("WL&P" or "we") to provide legal services, pursuant to the terms stated in this Engagement Agreement.

1. Scope of Representation. You engage Julie Gantenbein to provide District Counsel services, including legal advice, representation, and other related services as requested by the Board of Directors and the District Manager. We do not represent any other person or entity in this matter unless named in this Engagement Agreement.

2. Our Duties. We will provide effective representation within the scope of representation. We will timely implement your instructions, respond to your inquiries, and report on our strategy, activities, and developments. We will conduct ourselves in accordance with the applicable rules of professional responsibility, including protection of your confidential information.

3. Your Duties. You agree to provide us with clear and timely instructions, as well as relevant information and documents. You agree to make yourself available for appropriate consultations. You agree to pay fees and expenses for legal services on the terms stated below.

4. Fees. We will charge, and you agree to pay, fees for our legal services. Fees cover: research and drafting, meetings, telephone calls, emails, travel time (at one-half ordinary rate), and any court appearances. Julie Gantenbein is the principal attorney providing services under this Agreement and fees will be based on the following hourly rates:

Julie Gantenbein, Partner	$290/hour
Paralegals	$115/hour

We may change these rates after reasonable written notice to you. If NSCRCD does not agree to pay such increased rates and is unable to reach a mutual understanding with WL&P on the terms of continued representation, either party may terminate the Agreement as provided in Paragraph 15.

5. Expenses. We will charge, and you agree to pay, expenses incurred for legal services in this matter. Such expenses include: copying and printing, travel, delivery and mailing services, and other expenses appropriate for effective representation in this matter. We may charge an allocated share of computerized legal research services, which we procure in bulk on a fixed-rate basis. We may engage consultants as needed for effective representation, subject to your approval. We will pass through all such expenses without mark-up.

6. Invoice. We will send you a monthly invoice of fees and expenses. You agree to pay the amount due within 30 days of receipt of the invoice. If you dispute any part of the amount due, you will provide notice to us within that period, and you will pay the balance which is undisputed. Such invoices (and other correspondence related to this agreement) shall be sent to smoreno@gcrcd.org.

7. Dispute Resolution. We and you agree to undertake informal negotiation, or neutral mediation (sharing the expense), before either party resorts to arbitration or litigation to resolve a dispute about an invoice or any other aspect of this Engagement Agreement.

8. Periodic Estimate for Legal Services; Adjustment. If instructed by you, we will estimate the fees and/or expenses that may be incurred in the subsequent quarter or for any other period which you specify. This estimate will be best professional judgment based on current and foreseeable circumstances. It will not constitute a guarantee. In response to this estimate or otherwise, you may provide an instruction not to exceed an amount of fees and/or expenses in a given period, as outlined in Paragraph 4. We will not exceed that amount unless: (a) we notify you that an adjustment is necessary due to changed circumstances, and (b) you agree to the adjustment.

9. Retainer. By amendment to this Agreement, you and WL&P may establish an arrangement whereby you will pay a fixed monthly retainer to cover fees in a matter, subject to appropriate further terms (including exceptions).

10. Advance Clearance of Conflicts. We represent a wide variety of Tribal Nations, agencies, companies, and individuals. Such representations could involve conflicts of interest under applicable rules of professional responsibility. As a condition of this engagement, you agree that we may represent other clients in other matters, as long as such other matters are not substantially related to our representation of you.

11. Disclosure of Relationship. You consent to our public disclosure that you are a client, including a general description of our work.

12. Completion of Engagement. Our representation of you will end when we have completed the services described in the Scope of Representation and send our final invoice, or in the event that we have not provided any billable services for you over a period of a year. We will provide notice of such completion.

13. Termination. You may terminate this Engagement Agreement at any time and for any reason. We may terminate the engagement at any time, consistent with our obligations under the rules of professional responsibility. We reserve the right to terminate due to non-payment of invoices. If this Agreement terminates, we will provide a final invoice for services rendered prior to termination, and you will remain responsible for payment of any undisputed outstanding invoices. At your instruction, we will return the client file.

14. Records Retention. In the absence of your specific instructions, we may dispose of all records related to this engagement, seven years after we last performed work in this matter.

Any such disposal of the client file will be performed in accordance with our obligations under rules of professional responsibility.

15. Disclaimer of Guarantee. We do not make any promise or guarantee about the outcome of the matter.

16. Amendment. This Agreement may be amended only in written form signed by both parties.

17. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain in effect, subject to any amendment pursuant to Paragraph 16.

18. Entire Agreement. This Agreement is the entire agreement for legal services that we will provide you. It may not be modified by oral communications or extraneous documents.

19. Effective Date. Upon execution by both you and us, this Agreement will be effective as of October 1, 2026 (the "Effective Date").

Dated:

Stephanie Moreno

Stephanie Moreno
District Manager
NORTH SANTA CLARA RESOURCE CONSERVATION DISTRICT

Dated: October 1, 2026

Julie Gantenbein
Partner
WATER LAW & POLICY PARTNERS LLP