

**AGREEMENT FOR EXTENSION OF TIME PERIOD
FOR SPECIFIED STEPS PROVIDED BY THE
CALIFORNIA VOTING RIGHTS ACT**

This Extension Agreement (“Agreement”) is dated as of May 13, 2020 (the “Effective Date”), and is made by and between the San Juan Water District, a California community services district (“District”), on the one hand, and the Southwest Voter Registration Education Project (“SVREP”) on behalf of its members (collectively “Prospective Plaintiffs”) and Shenkman & Hughes, PC (“S&H”), on the other hand. District, Prospective Plaintiffs, and S&H may be referred to collectively herein as “Parties” and individually as “Party.”

RECITALS

A. On March 30, 2020, the District received a letter dated March 26, 2020 from S&H on behalf of Prospective Plaintiffs, claiming the District’s at-large election system violates the California Voting Rights Act (“CVRA”). The letter and these claims are referred to herein as “CVRA Letter” and “Prospective Plaintiffs’ Claims.”

B. Pursuant to subdivision (e)(2) of California Elections Code Section 10010, upon the District’s receipt of the CVRA Letter, Prospective Plaintiffs are precluded from commencing an action against the District based on Prospective Plaintiffs’ Claims within 45 days of the District’s receipt of the CVRA Letter.

C. Pursuant to subdivision (e)(3)(B) of Elections Code Section 10010, if the District, within 45 days of receipt of the CVRA Letter, adopts a resolution outlining its intention to transition from at-large to district-based elections, specific steps it will undertake to facilitate this transition, and an estimated time frame for doing so, then, Prospective Plaintiffs’ are precluded from commencing an action against the District based on Prospective Plaintiffs’ Claims within 90 days of the resolution’s passage (the “First 90-day Period”).

D. Subdivision (e)(3)(C)(i) of Elections Code Section 10010 permits the District and Prospective Plaintiffs to enter into a written agreement to provide for an additional 90-day extension beyond the First 90-day Period in order to provide additional time to conduct public outreach, encourage public participation, and receive public input (“90-day Extension”). The written agreement provided for in Subdivision (e)(3)(C)(i) also requires that the district boundaries be established no later than six months before the District’s next regular election.

E. The District seeks to obtain Prospective Plaintiffs’ and S&H’s written agreement for the 90-day Extension in order to allow the District to undertake the processes and steps contemplated by subdivision (a) of Section 10010 of the Elections Code to ensure that the District has sufficient time, particularly in light of the COVID-19 emergency, to conduct public outreach, encourage public participation, and receive public input.

F. The Parties acknowledge that Prospective Plaintiffs’ Claims are not presently the subject of any legal proceeding.

NOW, THEREFORE, in consideration of the foregoing recitals, the District, Prospective Plaintiffs, and S&H agree as follows:

1. Prospective Plaintiffs and S&H hereby agree to, and hereby grant to the District, the 90-day Extension as provided under subdivision (e)(3)(C)(i) of Elections Code Section 10010. The District's Board of Directors will adopt a resolution on May 13, 2020, outlining its intention to transition from at-large to district-based elections, specific steps it will undertake to facilitate this transition, and an estimated time frame for doing so, which shall preclude Prospective Plaintiffs and S&H from commencing an action against the District based on Prospective Plaintiffs' Claims, not only during the First 90-day Period, but also until after the expiration of the 90-day Extension.

2. Pursuant to the extension provided in Section 1 of this Agreement, the Prospective Plaintiffs and S&H shall not commence any action against the District based on Prospective Plaintiffs' Claims sooner than 180 days after the District passes the resolution of intention contemplated by subdivision (e)(3)(A) of Elections Code Section 10010 on May 13, 2020. Based on this adoption date, Prospective Plaintiffs may not commence any action based on Prospective Plaintiffs' Claims sooner than November 10, 2020. If, however, the District does not pass the resolution contemplated by subdivision (e)(3)(A) of Elections Code Section 10010 by November 10, 2020, Prospective Plaintiffs may commence an action based on Prospective Plaintiffs' Claims.

3. If the District passes the resolution contemplated by subdivision (e)(3)(A) of Elections Code Section 10010 on May 13, 2020, then any district boundaries will be established no later than six months before the District's 2022 election.

4. The Parties acknowledge that Prospective Plaintiffs' and S&H's forbearance from filing litigation regarding Prospective Plaintiffs' Claims and the District's undertaking of the process contemplated by subdivision (a) of Elections Code Section 10010, shall be deemed adequate consideration for this Agreement.

5. Any legal or equitable statute of limitations, statute of repose, or period of limitation applicable to the matters described in Sections 1 and 2 of this Agreement, and which has not expired, shall recommence upon the expiration of the 90-day Extension.

6. Upon execution by all Parties, this Agreement shall take effect on the Effective Date.

7. Any written notice related to this Agreement shall be addressed and mailed as follows:

8.

To Prospective Plaintiffs and S&H:

Kevin I. Shenkman
Shenkman & Hughes, PC
28905 Wight Road
Malibu, California 90265
Telephone: (310) 457-0970
E-mail: shenkman@sbglobal.net

To District:

Joshua M. Horowitz
Bartkiewicz, Kronick & Shanahan, APC
1011 22nd Street
Sacramento, California 95816-4907
Telephone: (916) 446-4252
Facsimile: (916) 446-4018
E-mail: jmb@bkslawfirm.com

9. This Agreement may be extended by the Parties only through a further writing signed by authorized representatives of the Parties.

10. The Parties have had the opportunity to discuss this Agreement with their respective counsel and governing bodies and understand its terms and implications.

11. This Agreement will be interpreted and enforced pursuant to the laws of the State of California.

12. If any provision of this Agreement is found invalid or unenforceable, the balance of the Agreement will remain in full force and effect.

13. The only purpose of this Agreement is to memorialize the extension as agreed upon by the Parties. This Agreement cannot be used for any other purpose, including, but not limited to, by any of the Parties as evidence of an admission of any substantive aspect of the Prospective Plaintiffs' Claims. The Parties acknowledge that Prospective Plaintiffs' and S&H are entitled to obtain reimbursement for the cost of the work product generated to support the notice of violation according to proof and right of examination by the District in accordance with subdivision (f) of Elections Code section 10010, and nothing in this Agreement alters that entitlement.

14. This Agreement contains the entire understanding and agreement between the Parties with respect to the matters referred to herein. No other representations, covenants, undertakings or other prior or contemporaneous agreements, oral or written, respecting those matters, which are not specifically incorporated herein, may be deemed in any way to exist or to bind any of the parties. Each Party acknowledges that the Party has not executed this Agreement in reliance on any such promise, representation or warranty.

15. The Parties represent that the persons executing this Agreement on behalf of each of the Parties is duly authorized to enter into this Agreement. Each Party represents that it has the legal authority to enter into this Agreement and to perform all obligations under this Agreement.

16. This Agreement has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party do not apply in the construction or interpretation of this Agreement.

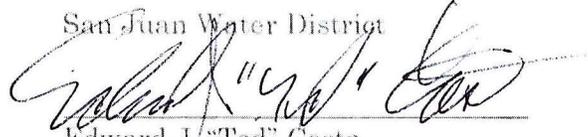
17. This Agreement may be executed in counterparts which, when taken together, shall constitute one original Agreement. Facsimile or electronic counterparts shall be effective as if the original signed counterpart were delivered.

In Witness Whereof, the Parties have caused this Agreement to be approved and effective on the Effective Date.

Dated: May 15, 2020

DISTRICT:

San Juan Water District


Edward J. "Ted" Costa
President, Board of Directors

Attest:



Teri Grant, District Secretary

Dated: 5-10-20, 2020

SHENKMAN & HUGHES, PC, on
behalf of itself and as counsel for
Prospective Plaintiffs:

By: 

Print Name: Kevin Shankman

Title: Partner