

EXTENSION AGREEMENT

This Extension Agreement is being made by and among Shenkman & Hughes, P.C. ("Shenkman Firm"), on the one hand, and the City of Brea ("City"), on the other hand (collectively, "the Parties").

1. Recitals

- 1.1. The City is a municipal corporation, duly incorporated and existing under the Constitution and the laws of the State of California.
- 1.2. On May 6, 2019, the City received a notice letter ("Notice") from the Shenkman Firm on behalf of its clients alleging that the City's at-large election system violates the California Voting Rights Act of 2001 ("CVRA") and stating that it will seek judicial relief if the City does not voluntarily change its at-large system of electing its city council members.
- 1.3. If the City transitions to district based elections prior to the 2020 Census, it may be required to adjust the district boundaries again in approximately two years following the decennial federal census under Elections Code 21600, *et al.*
- 1.4. In order to avoid duplicative costs and efforts of establishing then adjusting the district boundaries in less than two years, it is now the mutual desire of the Parties hereto to allow the City to wait until after the results of the 2020 Census to conduct the process of transitioning to district-based elections.
- 1.5. The Parties hereto, and each of them, believe that the Extension Agreement contained herein constitutes a fair, reasonable, equitable, and good faith agreement with respect to the timeline for the City's transition to district-based elections.

2. Settlement

- 2.1. The City agrees to consider adopting a resolution of intent to transition to district-based elections pursuant to Elections Code Section 10010(e)(3)(A), within 45 days of receipt of the Notice, which day is June 20, 2019.
- 2.2. The 90-day period set forth in Elections Code Section 10010(e)(3)(B) shall only start to run on the day that the City receives the results of the 2020 Census.
- 2.3. Within ten (10) days of the City receiving the results of the 2020 Census, the City shall notify the Shenkman Firm in writing of the availability of the Census results.
- 2.4. The Shenkman Firm shall not file an action against the City under the CVRA unless the City (1) fails to adopt a resolution of intent within 45 days of receipt of the Notice, or (2) fails to adopt an ordinance establishing district-based elections within 90 days of receiving the results of the 2020 Census.
- 2.5. Except as set forth in Section 2.6, the City agrees to reimburse the Shenkman Firm for the cost of the work product generated to support the Notice as set forth in and in accordance with Elections Code Section 10010(f).

2.6. If the City receives another written notice from a prospective plaintiff that causes it to begin the process of transitioning to district-based elections before the timeline set forth in this Extension Agreement, the apportionment provisions of Elections Code Section 10010(f) shall apply.

3. General Settlement Provisions

3.1. The advice of legal counsel has been obtained by each of the Parties prior to the execution of this Extension Agreement. Each of the Parties hereby executes this Extension Agreement voluntarily and with full knowledge of its significance.

3.2. (a) Each of the Parties has read and understands the contents of this Extension Agreement.

(b) This Extension Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective Parties hereto and to any parent, subsidiary, or affiliated entity of each of such Parties.

(c) Each of the Parties of this Extension Agreement and their respective attorneys, hereby represent, warrant, and agree, each to the other, that they have full power and authority to execute this Extension Agreement, to execute and file all papers contemplated herein, to pay any sums provided for herein, and to do any and all things reasonably required to effectuate the terms of this Extension Agreement.

3.3. This Extension Agreement may be executed in counterparts and shall not become effective until all Parties required to execute this Extension Agreement have done so.

3.4. This Extension Agreement may not be amended, canceled, revoked, or otherwise modified except by written agreement executed by all of the Parties.

WHEREFORE, the Parties hereto have executed this Extension Agreement on the dates set forth opposite their respective signatures.

Dated: 6-18-19

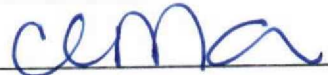
SHENKMAN & HUGHES P.C.



Kevin Shenkman

Dated: 6-18-19

CITY OF BREA



Approved as to form:

RICHARDS, WATSON & GERSHON, A Professional Corporation

By: 

Terence Boga
City Attorney, City of Brea