

**Tolling Agreement between the People and
the City and County of San Francisco**

This Tolling Agreement (“Agreement”) is entered into between The People of the State of California (“People”), as represented by the San Mateo County District Attorney, and the City and County of San Francisco (“San Francisco”) collectively “the Parties” and singularly “Party.”

The People contend that it currently has potential causes of actions against San Francisco arising from, but not limited to, violations of Health and Safety Code sections 25100 and 25280 *et seq.* for declaratory and injunctive relief, civil penalties, and costs, arising from San Francisco’s activities in San Mateo County, California.

The Parties have determined that it is desirable to allow time for discussions about potential resolution of the People’s claims. As a result, the Parties agree as follows:

1. The Parties agree that any statute of limitations periods applicable to any of the causes of action described above shall be tolled from _____ to _____ (“Tolling Period”). The Tolling Period will neither be included in computing the applicable statute of limitations period applicable to the causes of action referred to above nor considered in any defense of laches or similar defense concerning timeliness of asserting the claims referred to above. San Francisco agrees that any statute of limitations defense raised by answer, motion or otherwise shall specifically exclude the Tolling Period.

2. The Parties do not waive, and hereby specifically reserve, any and all rights and/or defenses that they currently have including their right to assert all defenses based on the passage of time, including, without limitation, expiration of any and all statutes of limitations, prior to and subsequent to the Tolling Period.

3. This Agreement does not constitute an admission by San Francisco that the People have any viable claims against San Francisco or of liability for any claims or causes of action that the People may allege. This Agreement is inadmissible in any judicial or administrative proceeding, except for the purpose of enforcement hereof.

4. Nothing contained in this Agreement shall revive in whole or in part any period of limitation prescribed by statute for the commencement of any action regarding any claim, or any other period of time applicable to any defense based on the passage of time that expired as of the effective date of this agreement.

5. This Agreement contains the entire agreement between the Parties concerning the tolling of applicable statutes of limitations. This Agreement may be modified only by a writing signed by both Parties to the Agreement.

6. This Agreement shall be deemed to have been drafted equally by both Parties to the Agreement and it shall not be interpreted for or against either Party on the ground that any such party drafted it.

7. The signatories represent that they are authorized to sign this Agreement for the Party on whose behalf they are executing this Agreement. The signatory for San Francisco obtains such authorization after approval by the San Francisco Board of Supervisors.

8. The Parties hereby acknowledge that this Agreement is intended as a waiver of the statute of limitations for the tolling period and entered into in part, pursuant to California Code of Civil Procedure section 360.5.

9. This Agreement is effective as of the date of the completed signatures by both Parties to the Agreement.

FOR THE PEOPLE OF THE STATE OF CALIFORNIA,

Crystal T. Chau
Deputy District Attorney
San Mateo County District Attorney's Office

Dated: _____

FOR THE CITY AND COUNTY OF SAN FRANCISCO

Courtney A. Davis
Deputy City Attorney
San Francisco City Attorney's Office

Dated: _____