

1 [Tolling Agreement - Sunol Valley Facilities]

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3 **Resolution approving a Tolling Agreement to toll the statutes of limitations for the**
4 **Alameda County District Attorney to bring potential claims against the Public Utilities**
5 **Commission’s Sunol Valley Water Treatment Facility and Sunol Valley Chloramination**
6 **Facility/San Antonio Pump Station.**

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8 WHEREAS, The San Francisco Public Utilities Commission owns and operates the
9 Sunol Valley Water Treatment Facility and Sunol Valley Chloramination Facility/San Antonio
10 Pump Station located in Alameda County (“Sunol Facilities”); and

11 WHEREAS, The Alameda County District Attorney’s Office has identified potential
12 violations and enforcement actions regarding the Sunol Facilities, a list of which is described
13 in paragraph three of the Tolling Agreement Between the City and County of San Francisco
14 and the San Francisco Public Utilities Commission and the People of the State of California
15 Tolling Statutes of Limitations (“Tolling Agreement”), on file with the Clerk of the Board of
16 Supervisors in File No. 150674; and

17 WHEREAS, The City and Alameda County District Attorney’s Office have agreed to
18 attempt to negotiate a resolution between the parties of potential claims without the expense
19 of litigation; and

20 WHEREAS, The Alameda County District Attorney’s Office has expressed concern that
21 the delay associated with negotiating a settlement should not be considered in calculating
22 applicable limitations periods for potential claims; and

23 WHEREAS, To facilitate an efficient and mutually beneficial resolution of potential
24 claims associated with the Sunol Facilities and to avoid the need for potentially unnecessary
25 litigation, the Public Utilities Commission and Alameda County District Attorney’s Office have

1 agreed that the limitations period for any potential litigation related to the Sunol Facilities shall
2 be tolled and Alameda County District Attorney's Office shall not pursue claims or causes of
3 action against the City until termination of the agreed to tolling period. This agreement is set
4 forth in the Tolling Agreement, on file with the Clerk of the Board of Supervisors in File No.
5 150674; now, therefore, be it

6 RESOLVED, That the Board of Supervisors authorizes the City to agree that the
7 statute of limitations for the Alameda County District Attorney's Office to file an action against
8 the City with respect to any claim arising out of the Sunol Facilities shall be tolled as of the
9 Effective Date of the Tolling Agreement pursuant to the termination provisions therein; and, be
10 it

11 FURTHER RESOLVED, That the Board of Supervisors hereby approves the tolling
12 provisions in the Tolling Agreement, Section 3, contained in Board of Supervisors File No.
13 150674 and authorizes the City Attorney to enter into such Agreement on behalf of the City
14 and County of San Francisco.

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