AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND THE SAN FRANCISCO PUBLIC UTILITIES COMMISSION AND THE PEOPLE OF THE STATE OF CALIFORNIA TOLLING STATUTES OF LIMITATIONS

This Statutes of Limitations Tolling Agreement ("Agreement") is entered into by THE CITY AND COUNTY OF SAN FRANCISCO and the SAN FRANCISCO PUBLIC UTILITIES COMMISSION (collectively, "SFPUC") and THE PEOPLE OF THE STATE OF CALIFORNIA as represented by the ALAMEDA COUNTY DISTRICT ATTORNEY'S OFFICE ("The PEOPLE").

For purposes of this agreement, SFPUC shall mean and include without limitations and whether or not operated under other agency names, all branches, departments, divisions, and all officers, agents, employees and representatives of SFPUC and the foregoing entities. For the purposes of this Agreement, the SFPUC and the People shall be referred to as "the Parties."

The People, in order to protect public health and safety, including that of first responders, and the environment from accidental releases or threatened releases of hazardous materials, are investigating potential causes of action against the SFPUC at the Sunol Valley Water Treatment Facility and Sunol Valley Chloramination Facility/San Antonio Pump Station that the People have under state law pursuant to the injunctive and penalty enforcement provisions of Health and Safety Code Chapter 6.95 (the Hazardous Materials Release Response Plans and Inventory Act); Health and Safety Code Chapter 6.67 (the Aboveground Petroleum Storage Act); Health and Safety Code Chapter 6.5 (the Hazardous Waste Control Act); and Fish and Game Code 5650 (Water Pollution and threat of Water Pollution) and/or all regulations issued pursuant to any of the foregoing laws.

For the purposes of this Agreement, all such potential claims and causes of action the People may have regarding SFPUC's Sunol Valley Water Treatment Facility and Sunol Valley Chloramination Facility/San Antonio Pump Station are referred to as "Covered Claims."

The purpose of this Agreement is to attempt to negotiate a resolution between the parties of potential claims without the expense of litigation.

RECITALS

NOW, THEREFORE, in consideration of the foregoing and of those mutual covenants set forth below, the Parties agree as follows:

1. This Agreement is effective as of May 15, 2015, notwithstanding the fact that this Agreement between the Parties may be reached and signatures affixed at a point after May 15, 2015.

2. The provisions of this Agreement shall be binding and effective with respect to the Parties hereto, and their respective successors and assigns. This Agreement is not intended to benefit any persons other than the Parties hereto.

3. The Parties agree that any statute of limitations period applicable to any Covered Claim is tolled from May 15, 2015 through August 15, 2015. The effect of this agreement means that the period from May 15, 2015 through August 15, 2015, ("Tolling Period") will not be included in: (a) computing the time limited by any statute of limitations under causes of action that may arise out of the Covered Claims; and/or (b) the time period to be considered in determining whether any statute of limitations is applicable. Nor may the Tolling Period be considered as supporting any defense of laches raised by SFPUC or in support of any other defense concerning timeliness of commencing a civil action against SFPUC by THE PEOPLE. No Party shall assert, plead, or raise against any other Party in any fashion, whether by answer, motion, or otherwise, any defense or avoidance based on the running of any statute of limitations during the Tolling Period. This Agreement does not and is not intended to revive claims of any kind as to which the respective statute of limitations period expired prior to May 15, 2015.

4. This Agreement does not constitute an admission or acknowledgment by any of the Parties as to any applicable statute of limitations or that any statute of limitations at all applies.

5. If the PEOPLE file a legal action against SFPUC on any Covered Claim prior to August 15, 2015, the tolling period shall terminate on the date that the action is filed.

6. The Parties agree that nothing in this Agreement will be construed to prevent the PEOPLE from taking any enforcement action or pursuing any legal right against SFPUC or any other person or entity under any applicable local, state or federal statute or law, ordinance or regulation. Nothing in this Agreement prevents SFPUC from asserting any and all defenses or claims it may have in connection with any such enforcement action except as provided in Paragraph 3, and SFPUC specifically reserves all rights, demands, causes of action, claims for relief, claims, defenses, offsets, deductions, counterclaims, and cross-complaints, if any, relating to the Covered Claims except as provided in Paragraph 3.

7. This instrument contains the entire Agreement between the Parties regarding statutes of limitations, and no statement, promise, or inducement on that subject made by any of the Parties or agent of the Parties not contained in this written Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the Parties.

8. This Agreement shall be interpreted in accordance with the laws of the State of California.

9. This Agreement may be signed in counterparts, and when a copy is signed by an authorized representative of each Party, the Agreement shall be effective as if a single document were signed by all parties.

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10. Each person signing below represents that he or she has the authority to act on behalf of the Party or Parties they purport to represent, and to bind that Party or Parties to the terms of this Agreement.

IT IS SO AGREED:

For THE PEOPLE

Dated:_____

NANCY E. O'MALLEY
District Attorney of Alameda County

By: _____
    Alyce Sandbach
    Deputy District Attorney

For SFPUC

Dated:_____

By: _____
    John Roddy
    San Francisco City Attorney's Office,
    Counsel for the City of San Francisco
    and the San Francisco Public Utilities
    Commission (SFPUC)