

TOLLING AGREEMENT

This Tolling Agreement (the "Agreement") is entered into as of December 4, 2018 (the "Effective Date") between Claimants listed in Appendix "A" attached ("Claimants") and Pima County, the Members of its Board of Supervisors in their official capacities, and C.H. Huckelberry, Pima County Administrator (collectively, "the County"). Claimants and the County are together referred to as "the Parties."

RECITALS

A. Therese Deschenes, Theodore Hartenstein, John Henson, and Ricardo Garcia ("Plaintiffs") filed suit against Pima County and the Members of its Board of Supervisors in their official capacities on February 21, 2018, in Pima County Superior Court case no. C20180857 ("the Lawsuit"). The Lawsuit was preceded by a Notice of Claim filed December 21, 2017 ("the 2017 Notice of Claim").

B. Plaintiffs and the remaining Claimants filed a Notice of Claim dated June 6, 2018, against Pima County and C.H. Huckelberry, Pima County Administrator ("the 2018 Notice of Claim"). Counsel for Claimants has sought permission from the Court to amend the Lawsuit to include the remaining Claimants and additional claims.

C. Claimants assert that the 2017 Notice of Claim, Lawsuit, and 2018 Notice of Claim were timely filed and that the statutory deadline, under A.R.S. § 12-821, to file a complaint asserting additional claims as stated in the 2018 Notice of Claim is December 11, 2018.

D. The County disagrees and asserts that the 2017 Notice of Claim, Lawsuit, and 2018 Notice of Claim were all untimely filed and therefore forever barred before filing.

E. The Parties desire to enter into this Agreement to toll and extend the time period to file additional claims, but only to the extent those claims were otherwise timely as of the date the 2018 Notice of Claim was served, for a period of approximately 60 days.

Agreement

1. Tolling and Extension of Time Deadlines. All statutes relating to periods of limitation, repose and notice of claim, including those set forth in A.R.S. §§ 12-821 and 12-821.01, and all laches, notice, or other time periods applicable to any cause of action arising out of the 2018 Notice of Claim, to the extent the cause of action would have been timely if filed by December 11, 2018, are prospectively tolled and extended from the Effective Date of this Agreement through and including February 11, 2019.

2. Effect of Agreement. Nothing in this Agreement or in the circumstances that gave rise to this Agreement:

- a. affects any claim or defense available to any Party as of the Effective Date;
- b. may be construed as an acknowledgement or admission by any Party that any claim has or has not, before the Effective Date, been barred; or
- c. operates as an admission of liability by any Party.

3. Notices. Any and all notices required, or permitted, to be given by any of the Parties to this Agreement shall be in writing and shall be by electronic mail (e-mail) where applicable followed by a mailing made via certified mail or FedEx. at the following addresses:

Notice to Claimants:

Stephen T. Portell
Portell Law, P.C.
4065 E. Cooper St.
Tucson, AZ 85711
stephen@portelllaw.com

Notice to Pima County:

C.H. Huckelberry, Pima County Administrator
130 West Congress Street, 10th Floor
Tucson, Arizona 85701

with a copy to:

Pima County Attorney's Office
Chief Civil Deputy
32 N. Stone, Suite 2100
Tucson, AZ 85701

4. Binding Effect. This Agreement shall apply to and be binding upon the Parties and their successors and assigns.

5. No Rule of Strict Construction. The language of this Agreement will be deemed to have been negotiated and approved by both Parties, and no rule of construction in favor of either Party will apply.


6. Entire Agreement. This Agreement contains all of the agreements between the Parties relating to the matters set forth in this Agreement. The Parties have no other agreements relating to these matters, either written or oral. To the extent other agreements exist, written or oral, this Agreement supersedes all prior agreements. The Parties will execute and deliver to each other any and all such further documents and instruments, and shall perform any and all such other acts, as reasonably may be necessary or proper to carry out or effect the purposes of this Agreement.

7. Counterparts. This Agreement may be executed simultaneously in two or more counterparts in facsimile or email form, each of which will be deemed an original, but all of which together will constitute one and the same instrument.


8. Governing Law. This Agreement will be construed in accord with, and any dispute or controversy arising from any breach or asserted breach of this Agreement will be governed by, the laws of the State of Arizona.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated next to the Parties' signatures below.

FOR CLAIMANTS:

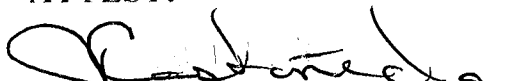

Stephen T. Portell
Attorney for Claimants


FOR PIMA COUNTY:


Richard Elías, Chairman
Pima County Board of Supervisors

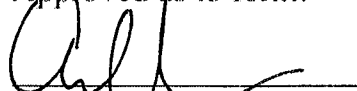
ATTEST:

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Julie Castañeda, Clerk of the Board


C.H. Huckelberry
Pima County Administrator

Approved as to form:


Deputy County Attorney
ANDREW L. FLAGG

APPENDIX "A"

	Last Name	First Name
1	Acuna-Celaya	Susana
2	Alegria	Adolfo
3	Allen	Joshawa
4	Alvarez	Cody
5	Alvarez	Francisco
6	Araiza	Luis
7	Atwell	Kenneth
8	Ayers	Jason
9	Baird	David
10	Barajas	Manuel "Danny"
11	Barber	Geoffrey
12	Bargar	Kevin
13	Barnes	Eric
14	Barnett	Michael
15	Baughman	Norman
16	Beardsley	Brandon
17	Berry	Chet
18	Bingham	Justin
19	Bobb	Christine
20	Borboa	Guadalupe
21	Bowe	Tiberius "T.J."
22	Buruato	Ian
23	Butcher	Jeremy
24	Canez	Mario
25	Carroll	William
26	Carter	Stacey
27	Cervantez	Eric
28	Comeau	Jesse
29	Corona	Monica
30	Coronado	David
31	Cox	Avery
32	Cuen	Melissa
33	Cutbirth	Berlinda
34	Deschenes	Therese
35	Dobbartin	Stephen
36	Dolciame	Mary
37	Duarte	Raymond
38	Duchac	Amanda
39	Dunaway	Scott
40	Durazo	Marco
41	Enderle	Clint
42	Farmer	William

APPENDIX "A"

43	Gallo	Adrian
44	Garcia	Christopher
45	Garcia	Jennifer
46	Garcia	Ricardo
47	George	John
48	Gilbert	Jay "Mark"
49	Gill	Brad
50	Gonzalez	Augustine
51	Gutierrez	Arturo
52	Hancock	Daniel
53	Hartenstein	Ted
54	Henson	John
55	Hernandez	Jaime
56	Hierstein	Robert
57	Hyman	Amanda
58	Jansen	Alex
59	Jelineo	Daniel
60	Joseph	Michael
61	Kennedy	Chance
62	Kubitskey	Kevin
63	Legg	Tyler
64	Martinez	Henry
65	Maynes	Gabriel
66	McConahey	Michael
67	McGrath	Clifford
68	McLeod	Scott
69	McMillan	Sean
70	McMurrich	Michael
71	Meeboer	Justin
72	Meeboer	Nathan
73	Mendoza	Mark
74	Mira	Maritza
75	Molina	Esau
76	Monreal, Jr.	Jose
77	Moraga	Richard
78	Morales	Jorge
79	Mosman	Douglas
80	Myles	Booker
81	Myles	Mary
82	Noon	Ted
83	Oldford	Laurie
84	Orozco	Ramon
85	Padilla	Gilbert
86	Padilla	Mauricio

APPENDIX "A"

87	Parenteau	Elaine
88	Perez	Victor
89	Pfeifer	Cody
90	Philpott	Joseph
91	Pierson	Oscar
92	Powell	Ryan
93	Raterink	Robert
94	Riggi	Teresa
95	Robbins	Jacob
96	Roop	Tren
97	Santa Maria	Francisco
98	Schulke	Ethan
99	Serrano	Joe
100	Siress	Jonathan
101	Smith	David "Dave"
102	Stoermer	Sean
103	Sutherland	Ty
104	Tagalog	Bronson
105	Terpstra	Joshua
106	Van Santen	Manuel
107	Vincent	Steven
108	Vu	Manh
109	Walsh	Michael
110	White	Aaron
111	Wren	Jennifer
112	Zerbe	Morgan