

**AGREEMENT TO DEFEND PUBLIC OFFICER OR EMPLOYEE, RESERVATION OF RIGHTS
AND NON-WAIVER**

1 WHEREAS, the undersigned public officer or employee is a party defendant in the
2 following action:

3 NAME OF CASE: Caleb L. McGillvary, vs. Jeff Stricker, et al.

4 ACTION NO: 2:23-CV-01195-JLS-SK

COURT: Central District Court

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6 WHEREAS, the undersigned officer or employee claims that the said action
7 referenced above arose out of acts or omissions which, if they occurred at all, occurred within
8 the course and scope of the officer's or employee's employment with the County of Fresno or of
9 a Judicial District thereof and were not the result of fraud, corruption or malice; and

10 WHEREAS, the undersigned officer or employee has requested that the County of
11 Fresno undertake his/her defense in said action pursuant to Article 4 (commencing with section
12 825), Chapter 1, Part 2, Division 2.6 of Title 1 of the Government Code and said County is
13 willing to conduct said defense subject to a reservation of its rights/non-waiver agreement to the
14 full extent permitted in said provision of the Government Code.

15 The County and the undersigned public officer or employee therefore agree as
16 follows:

17 1. Under this Agreement to Defend Public Officer or Employee, Reservation of
18 Rights, and Non-Waiver ("Agreement"), the County of Fresno will undertake your defense in the
19 action identified above for:

- 20 • Ordinary negligence which occurred within the course and scope of your
21 employment.

22 2. The following matters are NOT COVERED by the County of Fresno under this
23 Agreement:

- 24 • Any actions outside the course and scope of your employment.
- 25 • Any actions within the course and scope of your employment that were/are
26 reckless, grossly negligent, willful, wanton, fraudulent, oppressive,
27 malicious, arbitrary or capricious.
- 28 • Punitive damages (which are not currently alleged in this case)

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1 3. Pursuant to this Agreement, the County of Fresno may take the following actions if
2 the facts of this case warrant:

- 3 A. Seek a declaration of rights and duties regarding its defense and/or
4 indemnity obligations;
- 5 B. Withdraw our defense and seek reimbursement for defense fees incurred in
6 defending claims with no potential for coverage;
- 7 C. Seek reimbursement for any judgement or settlement paid by County of
8 Fresno on the ground that the sums were not paid in connection with
9 covered claims;
- 10 D. The right to have separate verdict form at trial for non-covered claims;
- 11 E. The right to amend this agreement at a later time.

12 *Please bear in mind that the County of Fresno is not in any way asserting the*
13 *allegations against you have merit. The County of Fresno is simply stating that the*
14 *claims, or a portion of them, may not be covered.*

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16 4. PLEASE NOTE: The Public Officer or Employee signing this document has the
17 right to seek advice of outside counsel/independent counsel at any time.

18 I, Jeff Stricker have read the above information and have had an opportunity to
19 ask questions. I am requesting that the County of Fresno undertake my defense in the above-
20 entitled action subject to a RESERVATION OF RIGHTS. I understand that I have the continuing
21 right to seek advice of outside/independent counsel at any time and will advise the County of
22 Fresno as soon as possible should I want to do so.


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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this
2 19th day of March, 2024, in the County of Fresno, State of California.

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4 **COUNTY OF FRESNO**

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6 By: 
7 **Public Officer or Employee**

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11 **Nathan Magsig, Chairman of the Board of**
12 **Supervisors of the County of Fresno**

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14 **ATTEST:**
15 **Bernice E. Seidel**
16 **Clerk of the Board of Supervisors**
17 **County of Fresno, State of California**

18 By: 
19 **Deputy**

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