

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

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

3 NAME OF CASE: Elisa Wheeler, et al. vs. Sara Ann Spane, Jeffrey Allen Kertson, et al.,

4 ACTION NO: 25CECG02378

5 COURT: Fresno County Superior  
Court

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

5           A. Seek a declaration of rights and duties regarding its defense and/or  
6 indemnity obligations;

7           B. Withdraw our defense and seek reimbursement for defense fees incurred in  
8 defending claims with no potential for coverage;

9           C. Seek reimbursement for any judgement or settlement paid by County of  
10 Fresno on the ground that the sums were not paid in connection with  
11 covered claims;

12           D. The right to have separate verdict form at trial for non-covered claims;

13           E. The right to amend this agreement at a later time.

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

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

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

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

1                   IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this  
2                   day of \_\_\_\_\_, 2026, in the County of Fresno, State of California.

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**COUNTY OF FRESNO**

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By:   
**Public Officer or Employee**

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Garry Bredefeld, Chairman of the Board of  
Supervisors of the County of Fresno

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

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By: \_\_\_\_\_  
Deputy