

**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: Kwabena Watson, Jr., vs. County of Fresno, et al.

4 ACTION NO: 24CECG01503

COURT: Fresno Superior Court

5  
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, **Roberto Cerda** 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                    \_\_\_\_\_ day of \_\_\_\_\_, 2024, in the County of Fresno, State of California.

3  
4                    **COUNTY OF FRESNO**

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6                      
7                    By: \_\_\_\_\_  
8                    **Public Officer or Employee**

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11                    \_\_\_\_\_  
12                    Nathan Magsig, Chairman of the Board of  
13                    Supervisors of the County of Fresno

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

18  
19                    By: \_\_\_\_\_  
20                    Deputy