

file 10-0512

CONFLICT OF INTEREST WAIVER

PARTIES: CALFEE & KONWINSKI, A PROFESSIONAL CORPORATION ("Attorneys");
COUNTY OF EL DORADO ("County"); and
JOE HARN, COUNTY OF EL DORADO AUDITOR ("Auditor/Controller").

RECITALS:

A. Attorneys have represented the County and the Auditor/Controller and continue to represent the parties in the collection of delinquent 1915 Act Bonds and Delinquent Mello Roos taxes pursuant to the terms set forth in that certain Agreement for Legal Services H251-50311 as amended by Amendment I #260-50711 and Amendment II #260-50711 ("Current Representation").

B. A claim has been presented to the County by Serrano Associates, LLC, requesting a refund of Mello Roos taxes allegedly erroneously assessed and paid ("Claim").

C. The County has authorized the Auditor/Controller to hire special counsel to represent Auditor/Controller in dealing with the Claim.

D. The Auditor/Controller has requested that Attorneys represent Auditor/Controller in dealing with the Claim.

E. The County desires Attorney to continue with Attorneys' Current Representation.

F. Conflicts of interest may result from Attorneys' representation of the County in the Current Representation and Attorneys' representation of the Auditor/Controller in connection with the Claim. Notwithstanding these potential conflicts of interest, the parties want Attorneys to represent Auditor/Controller in connection with any and all issues, matters, and claims resulting from and/or relating in any manner to the Claims and to continue to represent the County in connection with the Current Representation.

G. The parties are entering into this Conflict of Interest Waiver and consent to Attorneys' representation of Auditor/Controller with respect to the Claim with the understanding and agreement that Attorneys' representation of Auditor/Controller shall not affect Attorneys' ability to represent County in the Current Representation or in future matters.

H. The parties agree that Attorneys shall represent Auditor/Controller subject to the terms and conditions set forth below.

WAIVER AND CONSENT:

For valid consideration, the parties agree as follows:

1. County and Auditor/Controller expressly acknowledge that Attorneys' representation of Auditor/Controller may result in Attorneys being required to take positions and actions and/or advise Auditor/Controller to take positions in conflict with the County and/or its Board of Supervisors.

2. County and Auditor/Controller expressly waive any and all conflicts of interest resulting from Attorneys' representation of Auditor/Controller in connection with the Claim. County expressly acknowledges that Attorneys are representing Auditor/Controller in connection with the Claim and such representation could be adverse to and serve to the detriment of County's interests and the interests of the County's Board of Supervisors. County and its Board of Supervisors acknowledge and agree that they have consulted County Counsel in connection with this Waiver.

3. In addition to the representation of Auditor/Controller contemplated hereunder, County and Auditor/Controller expressly consent to Attorneys representing County in the Current Representation and on all other matters County requests and the parties waive any conflict of interest which may result.

4. Attorneys will have no duty to disclose Confidential Information obtained in the course of representation of Auditor/Controller to the County, notwithstanding the fact that absent this Agreement Attorneys may have a duty to disclose such information to the County.

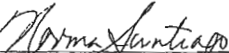
5. County and Auditor/Controller acknowledge that Attorneys would not represent Auditor/Controller in connection with the Claim without this Conflict of Interest Waiver.

6. County acknowledges and agrees that Auditor/Controller may execute a Representation Agreement with Attorneys in connection with the Claim on terms and conditions acceptable to Auditor/Controller and Attorneys in their reasonable discretion.

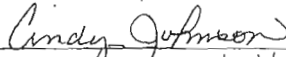
7. County and Auditor/Controller acknowledge that Attorneys are not acting as its attorney or agent in connection with entering into and negotiating this Agreement. County and Auditor/Controller acknowledge that Attorneys have advised them to seek independent counsel, and County and Auditor/Controller have had adequate time and opportunity to obtain independent counsel, and Auditor/Controller has elected not to obtain independent counsel to advise him and/or represent him in connection with this Conflict of Interest Waiver. County has been advised by County Counsel with respect to this Conflict of Interest Waiver

8. This agreement, and all amendments and supplements to it, may be executed in any number of counterparts, all of which taken together shall constitute the fully executed agreement.

County: COUNTY OF EL DORADO

By: 
Chair, Board of Supervisors
5/18/10

Attest:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: 
Deputy Clerk 5/18/10
Auditor/Controller:

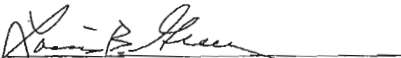

JOE HAHN,
County of El Dorado Auditor/Controller

Attorneys:

Caffee & Konwinski
A Professional Corporation

By: 
Christopher J. Konwinski

Approved as to Form:


County Counsel, County of El Dorado

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