



Chairperson, Belinda V. Faustinos, Los Angeles County
Vice Chairperson, Gustavo V. Camacho, City of Pico Rivera

Wednesday, February 27, 2013

Special Meeting 4:30 p.m.

Council Chambers

6615 Passons Blvd.

Pico Rivera, California

Board Members:

Ronald Bates, City of Pico Rivera

Christopher Gutierrez-Lohrman, Los Angeles County Board of Education

Resolution No. OB-11-14

Santos H. Kreimann, Los Angeles County

Agreement No. OB-002

Armando V. Moreno, Los Angeles County

Vicky Santana, Los Angeles County, Rio Hondo Community College

PLEDGE OF ALLEGIANCE:

AGENDA ITEMS:

1. Minutes.

Recommendation:

- Approve special meeting of Oversight Board of the Successor Agency to the Pico Rivera Redevelopment Agency minutes of January 10, 2013.

2. Addition of Counsel to Existing Engagement Agreement with Cummins & White, LLP.

Recommendation:

1. Discuss and take action on a minute action authorizing addition of counsel pursuant to existing legal services agreement between the Oversight Board and Cummins & White, LLP (previously approved by the Oversight Board as Agreement No. OB-001).

3. Recognized Obligation Payment Schedule and Administrative Budget July through December 2013.

Recommendation:

1. Adopt the resolution of the Oversight Board of the Successor Agency to the Pico Rivera Redevelopment Agency establishing the Recognized Obligation Payment Schedule (ROPS) for the July 1, 2013 through December 31, 2013 time period and approving the Administrative Budget for that same time period.

Resolution No. _____ A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE PICO RIVERA REDEVELOPMENT AGENCY, PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 34180 AND 34117, ESTABLISHING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE 13-14A FOR JULY THROUGH DECEMBER 2013

PUBLIC COMMENTS: (Speakers have three (3) minutes to make their remarks on agenda items only.)

OTHER ITEMS:

ADJOURNMENT:

AFFIDAVIT OF POSTING

I, Anna Jerome, Assistant City Clerk, for the City of Pico Rivera, DO HEREBY CERTIFY, under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the Pico Rivera City Hall bulletin board, the Pico Rivera Post Office and Pico Rivera Parks (Pico, Smith and Rivera) and distributed to members of the media on this the 22nd, day of February, 2013.

Dated this 22nd, day of February, 2013


Anna M. Jerome, CMC
Assistant City Clerk

SB343 NOTICE

In compliance with and pursuant to the provisions of SB343 any public writing distributed by the City Clerk to at least a majority of the City Council Members regarding any item on this regular meeting agenda will be available on the back table at the entrance of the Council Chamber at the time of the City Council meeting and at the counter of City Hall at 6615 Passons Boulevard, Pico Rivera, California during normal business hours.



Thursday, January 10, 2013

A Special Meeting of the Oversight Board of the Successor Agency to the Pico Rivera Redevelopment Agency was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Chairperson Faustinos called the meeting to order at 5:30 p.m.

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENTS: None.

AGENDA ITEMS:

1. Minutes.

Motion by Boardmember Bates, seconded by Boardmember Kreimann to approve special meeting of Oversight Board of the Successor Agency to the Pico Rivera Redevelopment Agency minutes of December 6, 2012. Motion carries by the following roll call vote:

AYES: Bates, Camacho, Gutierrez-Lohrman, Kreimann, Moreno, Faustinos

NOES: None

ABSENT: Santana

2. Meeting Time for the Regular Meetings of the Oversight Board of the Successor Agency for the Pico Rivera Redevelopment Agency.

No action taken as board members unanimously chose to keep the 4:30 p.m. meeting time.

3. Due Diligence Review of Other Funds.

Finance Director Matsumoto stated that before the Board is the due diligence report for the Successor Agency for other funds, non-housing funds that was brought before the Board at the December 6, 2012 meeting for public comment. He stated that this item is being brought back before the Board for approval, which must be approved by January

15, 2013. The purpose, he stated, is to calculate the amount of excess funds available for distribution of other taxing entities and the Board indicates that there are none.

Boardmember Kreimann asked for clarification regarding why the \$38.4 million is not included as part of the liabilities of the agency. Director Matsumoto explained it's because of the governmental accounting standards. He stated that because the Water Authority and the city are related parties, the accounting standards require that they be shown in the fund financial statements and not just in the long term debt note.

Board Counsel Houston stated that the purpose of the DDR is to identify if there are funds available for transfer to various taxing entities. He stated that even if we take into account this particular item as a budgeted item, we would only show a greater deficit that was available for transfer so that the negative would become a larger negative amount.

Motion by Boardmember Bates, seconded by Vice Chairman Camacho to adopt Resolution No. OB-11-13 approving the due diligence review report.

Resolution No. OB-11-13 A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE PICO RIVERA REDEVELOPMENT AGENCY APPROVING THE DUE DILIGENCE REVIEW PERFORMED PURSUANT TO HEALTH AND SAFETY CODE SECTION 34179.5

AYES: Bates, Camacho, Gutierrez-Lohrman, Kreimann, Moreno, Faustinos
NOES: None
ABSENT: Santana

PUBLIC COMMENTS: None.

OTHER ITEMS: None.

ADJOURNMENT:

Chairperson Faustinos adjourned the meeting at 5:46 p.m. There being no objection it was so ordered.

AYES: Bates, Camacho, Gutierrez-Lohrman, Kreimann, Moreno, Faustinos
NOES: None
ABSENT: Santana

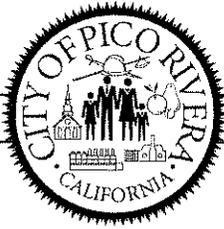
Chairperson, Belinda Faustinos

ATTEST:

Anna M. Jerome, Assistant City Clerk

I hereby certify that the foregoing is a true and correct report of the proceedings of the Oversight Board of the Successor Agency to the Pico Rivera Redevelopment Agency special meeting dated January 10, 2013 and approved by the Oversight Board on February 27, 2013.

Anna M. Jerome, Assistant City Clerk



To: Oversight Board of the Successor Agency to the Pico Rivera
Redevelopment Agency

From: Director of Finance

Meeting Date: February 27, 2013

Subject: ADDITION OF COUNSEL TO EXISTING ENGAGEMENT
AGREEMENT WITH CUMMINS & WHITE, LLP

Recommendations:

Discuss and take action on a minute action authorizing addition of counsel pursuant to existing legal services agreement between the Oversight Board and Cummins & White, LLP (previously approved by the Oversight Board as Agreement No. OB-001).

Fiscal Impact:

There is no fiscal impact. Legal services to the Oversight Board would be billed pursuant to the existing agreement.

Discussion:

On October 4, 2012 the Oversight Board approved Agreement No. OB-001, an Engagement Agreement with Cummins & White, LLP to provide legal services to the Oversight Board.

Michael Houston, a partner at Cummins & White, LLP, has been the attorney primarily performing legal services for the Oversight Board. At the request and suggestion of legal counsel, staff believes it would be advantageous to have the Oversight Board approve a back-up counsel to be available at times when Mr. Houston may be temporarily unavailable. Edward Kotkin is Of Counsel with Cummins & White and is available, as needed to provide these services.

On February 12, 2013 staff met with Mr. Kotkin and Mr. Houston and staff believes that Mr. Kotkin would be a capable addition to the team. A copy of Mr. Kotkin's resume/curriculum vitae is attached. Mr. Kotkin has extensive experience representing

government bodies including a period of time serving as the City Attorney and Redevelopment Agency Counsel to the City of Indio.

The existing agreement with Cummins & White does not specify that any particular attorney at Cummins & White serves the Oversight Board and, therefore, it is not necessary to amend the Engagement Agreement. Nevertheless, it would be appropriate for the Oversight Board to approve of Mr. Kotkin's status by minute action to formalize his ability to serve the Oversight Board to provide an official record of this decision.



Michael Matsumoto
Director of Finance

MM

Attachments 1) Agreement No. OB-001, Engagement Agreement with Cummins & White LLP
2) CV of Edward Kotkin, Of Counsel to Cummins & White, LLP

AGREEMENT NO. 08-001
ENGAGEMENT AGREEMENT

THIS ENGAGEMENT AGREEMENT is made between the Oversight Board to the Successor Agency to the Pico Rivera Redevelopment Agency, a California local governmental agency (referred to as "Client"), and Cummins & White, LLP ("Lawyers"). Client and Lawyers hereby agree as follows:

1. **Services.** Client engages Lawyers to provide all legal services ("Services") reasonably required to represent Client in connection with the matter(s) ("Matter") described in the attached Schedule "A" of Services ("Schedule"), as well as such other matters as may be specifically directed by Client; as noted below, if litigation is instituted or defended, an additional retainer deposit may be required prior to commencing representation on litigation. Client shall be truthful with Lawyers in discussing the Matter and shall keep Lawyers apprised of all developments regarding the Matter.

2. **Fees.**

A. Client agrees to compensate Lawyers for the Services at the hourly rates set forth in Schedule "B" of Fee. Fees will be billed by time keepers in one-tenth (1/10) hour increments. These fees are subject to increases from time to time as may be agreed to between Client and Lawyers.

B. Time billed to Client's account may include, without limitation, time spent waiting in court, time spent in travel and time spent in office conferences between the legal personnel assigned to the Matter. When such personnel engage in office conferences, each person will account for the amount of time expended. Likewise, if more than one of Lawyers' legal personnel attends a meeting, court hearing or other proceeding, each will account for the amount of time expended. Adjustments in time to reflect value of research and development that was previously done may be made; but in no case will such exceed the actual time that would be expended had such research and development not previously been done in part or whole by the firm on another matter.

C. Lawyers may furnish Client with estimates of the amounts of fees which will be charged for certain Services from time to time. All such estimates are provided for Client's budgeting purposes. These estimates are by their nature inexact and are not binding on either Client or Lawyers. However, Lawyers will endeavor to realize estimates wherever possible.

3. **Costs and Expenses.** Client agrees to pay Lawyers all costs and expenses incurred in rendering Services. However, Lawyers shall not be required to advance any amount to pay costs or expenses attributable to Client. Costs and expenses may include, without limitation, long-distance telephone calls, messenger and other delivery fees, postage,

charges for computer research and outside assisted legal research, travel expenses such as mileage (except that fees and costs incurred from traveling from Orange County to Client's offices in Pico Rivera for regular and special meetings of the Oversight Board shall not be billed to Client), parking, which shall be in addition to the hourly rates for travel time, clerical staff, overtime, word processing charges, process server's fees, filing fees and other charges assessed by courts and other public agencies, court reporter's fees, jury fees, witness fees, investigator's fees, expert's fees or consultant's fees, copy costs (at our customary rate, unless volume and then allows for copying by outside service), and other similar items. Except as may be listed on the Schedule, all such items will be charged to Client at Lawyers' cost. No substantial costs will be incurred without Client's advance approval.

4. **Statements.** Lawyers will send Client statements on a monthly basis setting forth the fees and costs incurred by Client. Client shall pay each such statement upon receipt. Client shall notify Lawyers promptly in writing if Client disputes any entry for legal services or costs on any statement; and if Client fails to do so within thirty (30) days after receipt thereof, all such entries shall be acknowledged as correct as between Lawyers and Client. If Client so requests, Attorney will provide a statement within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

5. **Deposit.** At this time, no deposit is requested, as reflected in Schedule "A." At any time during the representation of Client, Lawyers may request a retainer to be used as a deposit as security against future fees and, if Lawyers' services are required for litigation, an additional retainer may be required. Typically, the amount to be requested as an additional retainer will be equal to Lawyers' estimate of a high month's worth of fees to be incurred in connection with Lawyers' representation of Client.

6. **Intentionally Deleted.**

7. **Results.** Lawyers have made no promises or guarantees to Client concerning the outcome of the Matter, and nothing in this Agreement shall be construed as such a promise or guarantee.

8. **Termination of Services.**

A. Client shall have the right to terminate Lawyers' services at any time upon written notice to Lawyers. Such termination shall not, however, relieve Client of the obligation to pay the amounts owed to Lawyers for services rendered and costs incurred prior to such termination. After receiving a termination notice, Lawyers shall immediately cease to render additional services, except for such services as Lawyers may be required to provide under applicable law or as Lawyers deem reasonably necessary to transfer the Matter to

Client or to successor legal counsel and Lawyers shall be compensated for all such services. Client will fully cooperate with Lawyers' efforts to withdraw and transfer the Matter.

B. Lawyers shall have the right to immediately terminate this Agreement at any time upon written notice to Client. After delivering such termination notice, Lawyers shall immediately cease to render additional services, except for such services as Lawyers may be required to provide under applicable law or as Lawyers deem reasonably necessary to transfer the Matter to Client or to successor legal counsel. Upon such termination, Client shall take all steps necessary to free Lawyers of any obligation to perform further legal services, including without limitation, the execution of any documents necessary to complete Lawyers' discharge or withdrawal. The rights of Lawyers hereunder are in addition to those created by statute or recognized by rules of professional conduct.

9. Arbitration.

A. Other than a dispute over the amount of fees or costs due and owing, any dispute concerning the rights of any of the parties hereto, including, but not limited to, any dispute over alleged malpractice, shall, if any such dispute cannot be resolved between the parties hereto, be decided by arbitration by a retired judge of the Superior Court to be agreed upon by the parties. Client understands that it may well be entitled to a jury trial as to any claim against Lawyers for malpractice or for other claims and that Client waives hereby any such right. Client represents that it has had the opportunity to consult independent counsel of its choice regarding its waiver of any right to a jury as specified above and as to the other terms of this Agreement and has either done so or has knowingly and willingly of its own free choice chosen not to consult such independent counsel. If the parties cannot agree upon an arbitrator, the presiding judge of the Superior Court of Los Angeles shall be requested to appoint a retired judge to act in such capacity, upon petition of any party hereto. In the event the presiding judge fails or refuses for thirty (30) days after a request to make such appointment, the court shall be petitioned to appoint a lawyer licensed to practice in California as sole arbitrator.

The prevailing party in any proceeding, whether arbitration, Superior Court or Federal Court action, related to any provision of this agreement will be awarded attorneys' fees and costs incurred in that action or proceeding, including without limitation the value of the time spent by Lawyers to prosecute or defend such an action, or support other counsel in the prosecution or defense of such action calculated at the hourly rates(s) then normally charged by Lawyers to clients which it represents on an hourly basis.

B. In the event of a dispute hereunder over the amount of fees or costs due and owing to Lawyers, Lawyers are required to serve Client prior to or at the time of filing an action or other proceeding against Client via personal service or first class mail the California State Bar's "Notice of Client's Right to Arbitrate" form. Client's failure to request arbitration within thirty (30) days after receipt of the "Notice of Client's Right to

Arbitrate” form from Lawyers shall be deemed a waiver of Client’s right to arbitration. (California Business & Professions Code § 6201.) In the event of Client’s failure to request arbitration within thirty (30) days, Lawyers in their discretion shall have the right to proceed with an action to collect fees and costs either via a civil action or by arbitration. In the event that Client elects to arbitrate the fee dispute within thirty (30) days or Lawyers choose to proceed with arbitration following Client’s waiver of its right to arbitrate, such arbitration shall be held in accordance with the procedures of the California State Bar Association.

The prevailing party in any proceeding for the collection of fees and costs, whether by arbitration or Superior Court action, will be awarded attorneys' fees and costs incurred in that action or proceeding, including without limitation the value of the time spent by Lawyers to prosecute or defend such an action, or support other counsel in the prosecution or defense of such action calculated at the hourly rates(s) then normally charged by Lawyers to clients which it represents on an hourly basis.

10. Entire Agreement.

A. This Agreement contains the entire understanding among the parties hereto and supersedes any prior understandings and agreements among them with respect to the subject matter herein. There are no representations, agreements, arrangements or understandings among the parties, oral or written, relating to the subject matter of this Agreement that are not fully expressed herein. Any statements, promises or inducements, whether made by any party or agent of any party, that are not contained in this written Agreement shall not be valid or binding. This Agreement may not be enlarged, modified or altered except by a written agreement signed by all the parties hereto.

B. The place of performance of this Agreement shall be California. Client hereby agrees to submit to the jurisdiction of the California State or Federal Courts in the County of Los Angeles with respect to any action that is brought to enforce the terms of this Agreement.

C. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of California, both as to interpretation and performance.

11. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction or arbitrator to be illegal or unenforceable, said provision shall be deemed to be severed and deleted and neither such provision, its severance nor its deletion shall affect the validity of the remaining provisions of this Agreement.

12. Notice. All notices, requests, demands or other communications necessary to be given hereunder shall be in writing and shall be deemed to have been given if delivered or if mailed by United States Mail, postage prepaid, to the parties at the following addresses (or

at such other addresses as a party may notify the other party of in writing in accordance with this section).

If to Lawyers address to:

Cummins & White, LLP
2424 S.E. Bristol Street, Suite 300
Newport Beach, CA 92660-0764
Attention: Michael R.W. Houston

If to Client address to:

Oversight Board to the Successor Agency to the Pico Rivera
Redevelopment Agency
c/o Michael Matsumoto, Director of Finance
P.O. Box 1016
6615 Passons Blvd.
Pico Rivera, CA 90660-1016
Marked as follows: Only to be opened by Oversight Board Staff

13. Cooperation of Clients. It is understood and agreed that Client shall notify Lawyers of any change of address or telephone number(s) where Client can be reached and shall furnish sufficient information so that Client may be contacted in a reasonable and timely manner during the course of Lawyers' representation of Client. It is further understood and agreed that if the representation of Client involves litigation in the State of California, it may require the presence of Client or its representative, at its expense, for the purpose of discovery or trial. It is further understood and agreed that successful defense of any litigation will require the cooperation and assistance of Client which Client agrees to give to Lawyers. It is further understood and agreed that the absence of reasonable cooperation will, at Lawyers' option, be sufficient grounds to warrant withdrawal of Lawyers from representation of Client.

14. Retention/Destruction of Client's File.

A. Client is entitled to a copy of the file materials maintained or generated by Lawyers with respect to Client's representation by Lawyers, except those undisclosed work product materials reflecting Lawyers' impressions, conclusions, opinions, legal research or theories, internal accounting records and other documents not reasonably necessary to Client's representation (hereinafter "Client File"), upon reasonable notice and at Client's expense. Where Lawyers withdraw, Client cancels this Agreement and substitutes Lawyers out as attorneys of record in any litigation in which Lawyers were representing Client, or upon completion of the work for which Lawyers were retained by Client, Client is entitled, upon giving Lawyers reasonable notice, to custody of the original Client File and Lawyers, at their expense, are entitled to keep a copy of any of said Client File materials they deem desirable.

B. Subject to Paragraph 14(a) above, at the conclusion of the handling by Lawyers of the Matter to which this Agreement pertains, Lawyers may at any time, in Lawyers' absolute discretion, store the original Client File or destroy all or part of said file.

THIS AGREEMENT HAS IMPORTANT LEGAL SIGNIFICANCE. YOU SHOULD CONSIDER CONSULTING WITH ANOTHER ATTORNEY BEFORE SIGNING THIS AGREEMENT AS IT WOULD BE INAPPROPRIATE FOR THIS FIRM TO RENDER LEGAL ADVICE CONCERNING THIS DOCUMENT.

Subject to Paragraph 14(a) above, and unless other arrangements are made, under Lawyers' document retention policy, Lawyers will begin to destroy portions of the original Client File once the matter is closed. Should Client wish to retain the file after the matter is closed, Client must contact Lawyers at the time the matter is concluded.

15. Errors and Omissions Insurance Coverage. Lawyers represent that they maintain errors and omissions insurance coverage applicable to the services to be rendered under this Agreement. The policy limits of that coverage are \$5,000,000 per claims and \$5,000,000 in the aggregate.

16. Payment of Client Fees by Another Party. In connection with this Agreement, we are required by California Rules of Professional Responsibility, Rule 3-310(F) and Business and Professions Code section 6068 to obtain a waiver of conflicts from the Client because a third party (the Successor Agency of the Pico Rivera Redevelopment Agency) will be responsible for legal fees and costs incurred by this firm in representing the Client. Any such agreement to pay Lawyers' fees will not affect Client's obligation to pay attorney fees and costs under this agreement, nor will Lawyers be obligated under this agreement to enforce such agreement. Any such amounts actually received by Lawyers, however, will be credited against the attorney fees set forth in this agreement. The fact that the Successor Agency may agree to pay some or all of Client's attorney fees will not make that entity a client of Lawyers and that entity will have no right to instruct Lawyers in matters pertaining to the services Lawyers render to Client. Unless Client gives written permission to discuss all or a portion of Client's matters with the entity paying all or a portion of the attorney fees, Lawyers will not disclose any confidential information to the entity. By signing this agreement and initialing below this paragraph, Client consents to this arrangement and acknowledges that Attorney has advised Client of the advantages and disadvantages of this arrangement and has afforded Client to seek independent counsel to advise on the effect of this paragraph.

Belinda Faustinos

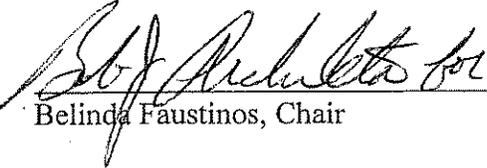
This Agreement, consisting of nine (9) pages, including schedules, may be executed in counterparts, each of which may be deemed an original, and taken together they shall constitute one and the same agreement. Facsimile or electronic signatures shall have the same effect as original signatures.

[Signatures on next two pages.]

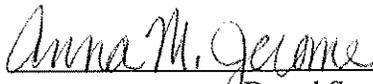
ACCEPTED:

OVERSIGHT BOARD OF THE SUCCESSOR
AGENCY FOR THE PICO RIVERA
REDEVELOPMENT AGENCY, a California
local agency

Dated:

By: 
Belinda Faustinos, Chair

ATTESTED:

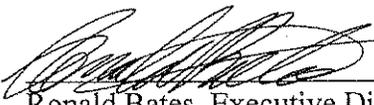
By: 
Board Secretary

ACKNOWLEDGED AND AGREED TO:

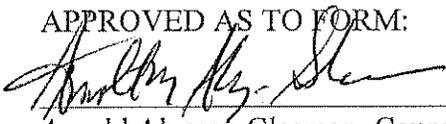
SUCCESSOR AGENCY FOR THE PICO RIVERA REDEVELOPMENT AGENCY, a
California local agency

Dated:

10/10/12

By: 
Ronald Bates, Executive Director

APPROVED AS TO FORM:

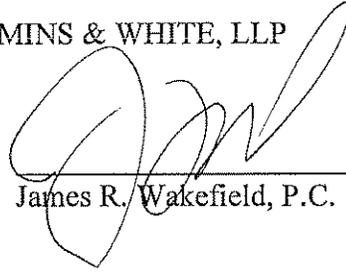

Arnold Alvarez-Glasman, Counsel
to the Successor Agency

ACCEPTED:

CUMMINS & WHITE, LLP

Dated: 10/2/17

By:



James R. Wakefield, P.C.

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SCHEDULE "A" OF SERVICES

Matter:

- 1) Representation regarding oversight board activities and board member duties, obligations and responsibilities.
- 2) Negotiations with the County of Los Angeles regarding pass through agreement obligations as requested.
- 3) Other matters, within the scope of the Oversight Board, as requested.

Deposit:

None

CUMMINS & WHITE, LLP

SCHEDULE "B" – FEES

<p>General Legal Services Included in Hourly Rate of \$225 per hour for all attorneys (other staff to be billed as provided below)</p>	<p>Attendance at all Oversight Board meetings (<i>with no fee being billed for the travel time to attend these meetings</i>); attendance at Oversight Board management staff meetings and other routine meetings as requested by the Oversight Board; consultation with Oversight Board members and management on legal issues as requested; review of public meeting agendas, agenda submittals, and minutes of Oversight Board meetings; provision of routine legal advice on behalf of the Oversight Board and the issuance of legal opinions, as requested by the Oversight Board; monitoring and review of proposed and enacted legislation affecting the Oversight Board; the preparation or review of routine Oversight Board resolutions; routine advice on government ethics and conflicts of interest.</p>
<p>Hourly Rates for Services Not Included in General Legal Services Above</p>	<p>Specialized Non-Litigation Legal Services (items not listed above) \$250 Litigation: \$250</p>

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 EDWARD Z. KOTKIN

A lawyer with twenty-one (21) years of experience at the intersection between the private and public sectors, seizing opportunities to apply unique, multi-disciplinary skills to the advantage of his clients.

Employment

The Law Offices of Edward Z. Kotkin, A Professional Law Corporation, Santa Ana, California (May 2011 to Present)

- Sole practitioner representing government agencies, officials, and private parties with public matters, *e.g.*, real estate developers, permit applicants, businesses, *etc.*
- General Counsel to Evantix GRC, LLC, a software and services company in the governance, risk management and compliance business since 2007, providing high-visibility customers/clients an outstanding vendor risk reporting, monitoring and management portal
- General Counsel to Waste & Recycling Services, Inc., solid waste hauling and recycling company in business thirteen (13) years, serving over four hundred (400) residential and commercial customers
- Special Counsel to Lundin Development Co., commercial/retail real estate developers headquartered in Huntington Beach, developed and managed over one million square feet of retail properties throughout Southern California and Arizona since 1975
- Special Counsel to Southern California Institute of Technology, an accredited career school and college founded by a team of educators in 1987 to pioneer effective, application focused educational methods in the engineering, business and trade disciplines
- Special Counsel to VP Builders, LLC and Family Development Group, Inc., real estate developers, residential and commercial properties, nearly one thousand (1,000) production homes constructed since 2003
- Special Counsel, Government Real Estate Owned Properties, Saeed Corporation, d.b.a. "Real Estate Legends," Orange County based real estate investment company with twenty (20) years of industry experience
- General Counsel to Omicron Enterprises, LLC, Orange County based start-up real estate investment company
- General Counsel to FNS Management Inc., d.b.a. "Comfort Cottages," licensed assisted living facility in business seven (7) years
- "Of Counsel" to Cummins & White, LLP, a Newport Beach-based firm engaged in civil litigation and transactional practices, including government agency and municipal law, election and political law, insurance coverage and defense, business transaction, business litigation, real estate, tax and estate planning, tax controversy, health care, and liability defense
- Provided Special Counsel services to City of Azusa, California and City Council Member as special counsel re purported public integrity issue
- Served Innovative Idea Group, LLC, emerging technology company with more than twenty (20) employees and contractors, as interim general counsel & special counsel
- Advocated for a public official advancing public integrity issues re law enforcement and labor/employment matters

- General Counsel and Board Member, Spirit Youth Sports, Inc., d.b.a. Spirit League, an Orange County non-profit organization that allows children with special needs to play team sports in a positive, self-esteem building environment (*Pro Bono*)
- AV® Rated Attorney – top rating of legal ability and general ethical standards possible, based upon anonymous opinions of members of the Bar and the Judiciary; *AV® Preeminent™ and BV® Distinguished™ are certification marks of Reed Elsevier Properties Inc., used in accordance with the Martindale-Hubbell certification procedures, standards and policies, see www.martindale.com/ratings for more details*
- “Superb,” 10.0/10.0 Avvo® Rating - unbiased assessment calculated using a mathematical model; Avvo® treats all lawyers equally and rates them by identical standards, no rating can be purchased in this system developed with input from hundreds of attorneys and thousands of consumers for use by non-experts

Woodruff, Spradlin & Smart, APC, Costa Mesa, California (December 2005 to May 2011)

- Managed all legal affairs of growing city during fastest period of population and infrastructure growth in its history (*see Municipal Law Experience below*)
- Served as City Attorney of the City of Indio, California, population 76,036 per 2010 census
- Worked as General Counsel to Redevelopment Agency for the City of Indio and Indio Water Authority
- Created and acted as legal counsel for Eastern Riverside County Interoperable Communications Authority (joint powers agency for public safety communication)
- Provided limited deputy city attorney and/or prosecutor services to Cities of Garden Grove, Hawaiian Gardens, Palm Springs, San Juan Capistrano, and Tustin
- Completed disposition of corporate assets of solid waste hauling company
- Advocated for supermarket in proposed condemnation in the City of Lake Elsinore
- Represented a retired city manager re deposition testimony
- Assisted City of La Verne as special counsel re land use matter

Kotkin & Associates, A Professional Law Corporation, Aliso Viejo, California
(November 2002 to November 2005), *predecessor firm Bermudez & Kotkin, LLP*

- Transitioned from career as a statewide leader in criminal prosecution to the principal civil advocate for an historically underserved community
- Established and ran successful law firm staffed by up to five (5) attorneys
- Commenced provision of legal services to Indio described above *vis a vis* employment at Woodruff, Spradlin & Smart
- Led and coordinated extended multi-firm transactional and litigation representation for franchise solid waste hauler re conflict of interest matter and assignment of franchise agreement in City of South Gate
- Served as counsel for real estate investment company re multiple transactions and litigation re ownership and operation of apartment buildings
- Represented a retired city manager re controversial retirement issues

Riverside County District Attorney's Office, Riverside, California (August 1991 to November 2002)

- Led in creation, implementation and operation of multiple prosecution units within the Office's "Special Prosecutions Section," including financial elder abuse, real estate fraud, major fraud, public integrity, automobile insurance fraud, and workers' compensation insurance fraud
- Prosecuted high-profile fraud cases from filing through trial, practice areas: *(i)* banking, *(ii)* commercial, *(iii)* consumer and government guaranteed loans, *(iv)* conservatorship and probate matters, *(v)* corporate embezzlement, *(vi)* counterfeiting, *(vii)* fiduciary elder abuse, *(viii)* identity theft, *(ix)* insurance, *(x)* mortgage lending, *(xi)* police, *(xii)* political and public integrity, *(xiii)* pyramid schemes, *(xiv)* real estate, *(xv)* securities
- Litigated consumer protection, environmental enforcement & occupational safety cases
- Coordinated investigations by local, state and national law enforcement agencies
- Created and administered educational programs for real estate and insurance industry professionals regarding fraud detection, investigation, and prevention
- Trained and supervised new prosecutors
- Served as member of multi-disciplinary Riverside County regional "C.A.R.E." teams mandated by SB 2199 to fight elder abuse
- Wrote and reviewed prospective legislation
- *Awards:* Outstanding Achievement Award 2000 (Riverside County District Attorney's Office); Runner-Up Prosecutor of the Year, Int'l Assoc. of Financial Crimes Investigators, 2001
- Founded and served as Co-Chair of Real Estate Fraud Committee of California District Attorneys Association

Municipal Law Experience

City Attorney and City Prosecutor, City of Indio, California, General Counsel, Redevelopment Agency of the City of Indio & Indio Water Authority (November 2002 to May 2011)

- Drafted ordinances, resolutions, reports to public officials, policies
- Negotiated and drafted agreements, documents and reports for development projects, real estate transactions, public works (infrastructure) projects, professional services, water service
- Managed all litigation for City, Redevelopment Agency and Water Authority
- Served as lead counsel for Eastern Riverside County Interoperable Communications Authority per Joint Exercise of Powers Act, five (5) member cities
- Oversaw projects and litigation assigned to outside legal counsel
- Participated in all public meetings (City Council, Redevelopment Agency, Water Authority)
- Worked on coordinated multi-disciplinary management team
- Advised the city council, officials, manager and staff for all purposes re: condemnation, conflict of interest, contracts, constitutional law, environmental (including California Environmental Quality Act and National Environmental Policy Act), election issues, ethics, franchise agreements, labor, land use, municipal code enforcement (including revision and enforcement/prosecution as City Prosecutor), Native American issues, police litigation, premises liability, public finance, public meetings law, public records act, real estate transactions, redevelopment law, solid waste, tax, fee and exaction issues, water law, zoning
- Served as member of California League of Cities, City Attorneys Division, Committee re Fair Political Practices Commission

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Representative Transactions

(i) Negotiated and Drafted Disposition and Development Agreement, Redevelopment Agency of the City of Indio and Desert Community College District, *January 2011*; (ii) Negotiated and Drafted Annual special event agreements and permits for Coachella and Stagecoach music festivals, multiple years, most recent approval *December 2010*; (iii) Negotiated and Drafted Solid Waste Hauling and Recycling Franchise Agreement with Burrtec Waste and Recycling Services, LLC, *June 2010*; (iv) Drafted New Parks Ordinance and Regulations, *December 2009*; (v) Adjusted Utility User Tax *via* City initiated ballot initiative, three percent (3%) increase, *November 2010*; (vi) Drafted Indio Ticket Distribution Policy, *April 2009*; (vii) Created Eastern Riverside County Interoperable Communications Authority per Joint Exercise of Powers Act, five (5) member cities, *July 2008*; (viii) Drafted Registration and Maintenance of Abandoned Properties Ordinance, *March 2008*; (ix) Negotiated and Drafted Regency Realty Group "Indio Towne Center Development Agreement," Home Depot, Winco, Petco, etc., *January 2007*; (x) Established Indio Performing Arts Center, *June 2006*.

Representative Litigation

(i) Represented the City of Azusa and one of its city council members in purported public integrity case, request for leave to file *quo warranto* lawsuit, *September 2011* (ii) Reduced unjustified pass-through payments to local school district by fifty percent (50%) *via* settlement of litigation, *January 2008*, (iii) Allowed continued construction, and eventual completion and opening of Super Target store *via* settlement of environmental challenge, *August 2007*; (iv) Acquired land for Indio Soccer Park *via* condemnation settlement, *November 2004*.

Professional Affiliations

- State Bar of California, Member Number 155588, admitted December 16, 1991
- United States District Court, Central District of California, admitted September 9, 2005
- Orange County Bar Association, Member, Member 2005 to Present
- Orange County Bar Association, Lawyer Referral & Information Service, Panelist, 2011 to Present
- State Bar of California, Special Master, 2004 to 2012 (accompanied peace officers serving search warrants re evidence under the control of attorneys, physicians, psychotherapists and clergy)

Education

Georgetown University Law Center, *Washington, D.C.* (1988-1991)

- Juris Doctor, May 1991
- Participant, Georgetown Criminal Justice Clinic, Maryland Division, 1990-1991
- Recipient, Greenfield Trial Practice Award, 1991

Haverford College, *Haverford, Pennsylvania* (1984-1988)

- Bachelor of Arts, Philosophy, May 1988
- Participant, "One-Year Program," Hebrew University of Jerusalem, Israel, 1986-1987

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Presentations

- AB1234 Ethics Training instructor (qualified per Attorney General and Fair Political Practices Commission standards), lectured to officials of Cities of Tustin, San Juan Capistrano, San Clemente, Rancho Santa Margarita, Laguna Niguel, Laguna Beach, Indio and Hawaiian Gardens
- Presentations to the International Code Council, Orange Empire Chapter (Public Records Act), the National Association of Appraisal Regulatory Officials (Appraisals in Mortgage Fraud), the Appraisal Institute (Mortgage Fraud), the California Association of Mortgage Brokers (Mortgage Fraud), the California Trustees Association (Mortgage Fraud), First American Title Company (Electronic Recordation), and the California Electronic Document Forum (Electronic Recordation)
- Presentation to Public Agency Risk Managers Association, Southern California Chapter, December 1, 2011, "Public Records, Paper Trails, and Penalties – Catching Up with the Law on Computer Resources"
- Presentation to the Workers' Compensation Forum, 21st Annual All Day Seminar, San Bernardino, California, May 8, 2012, "Electronic Confidentiality – Computers are Forever (Public Records & E-Discovery)"
- Presentation to the National Bureau of Business Licensing Officials, Annual Conference, Anaheim, California July 12, 2012, "Adjusting to New Paradigms - Checking In & Keeping Money Local"

Languages

- Proficient in Spanish and Hebrew



To: Oversight Board of the Successor Agency to the Pico Rivera
Redevelopment Agency

From: Director of Finance

Meeting Date: February 27, 2013

Subject: RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND
ADMINISTRATIVE BUDGET JULY THROUGH DECEMBER
2013

Recommendation:

Adopt a resolution of the Oversight Board of the Successor Agency to the Pico Rivera Redevelopment Agency approving and establishing the Recognized Obligation Payment Schedule (ROPS) for the July 1, 2013 through December 31, 2013 time period and approving the Administrative Budget for that same time period.

Fiscal Impact:

Filing the ROPS by the due date will allow the Successor Agency to receive property taxes on June 1, 2013 to be used for the bond payment.

Discussion:

Funding is needed to cover obligations from July through December 2013. During this period, the primary obligation is the December 1, 2013 bond payment of \$2,265,725. Although the Successor Agency has other enforceable obligations due as noted on the ROPS, staff and consultants anticipate insufficient funds to meet these enforceable obligations. Staff intends to file a Notice of Insufficiency to alert the County Auditor Controller of this issue. It remains unclear at this time, without cash reserves, how the Successor Agency will be able to meet these and future obligations without significant restructuring of debts and the allocation of funds from outside sources.

Requirements

Health and Safety Code Section 34177(m)(l) requires the Successor Agency to prepare and submit a ROPS showing all the obligations of the former Redevelopment Agency and the sources of funds for the repayments that arise during the particular ROPS period. According to Health and Safety Code Section 34177(m), the fourth ROPS covering the period July 1, 2013 through December 31, 2013 must be approved by the Oversight Board and sent to the Department of Finance (DOF) and County Auditor-Controller no fewer than 90 days before the date of property tax distribution. In January 2013, DOF issued a pre-populated ROPS template and instructions to the Successor Agency. The ROPS 13-14A, which is what this forth ROPS is now known as, must be submitted electronically to DOF by March 1, 2013. Pursuant to HSC section 34177(l)(2)(C) a copy of the ROPS must also be submitted to the County-Auditor Controller and the State Controller's Office. In addition, the successor agency will post a copy to its website.

Health and Safety Code Section 34177(j) requires the Successor Agency to prepare an Administrative Budget and submit it to the Oversight Board for approval. The Administrative Budget is for a six month period that coincides with the ROPS period. While there may not be funding for all of the administrative costs, these costs are included on the ROPS.

The items on the ROPS are substantially the same as those included on the prior ROPS approved by the Oversight Board on July 19, 2012; however, since that time, the DOF has taken the position that the City Loan payments are not enforceable obligations at this time, and has stated that the Successor Agency may not receive Redevelopment Property Tax Trust Fund (RPTTF) monies to make these payments until after a Finding of Completion is issued by the DOF, but no sooner than FY 2013-14. While the City loan payments are not on the 13-14A ROPS the Successor Agency is considering legal action against the State Department of Finance to reinstate the full City loan payments.

The Department of Finance approved the ROPS III for the time period January 1, 2013 through June 30, 2013 on December 18, 2012 for \$1,422,725 in enforceable obligations, and \$250,000 in administrative costs, for a total of \$1,672,725. However, the property tax distribution from the County to the Successor Agency on January 2, 2013 was only in the amount of \$1,191,772.09. This amounted to a shortfall of \$480,952.91. With the amount that was received, and as directed by the Oversight Board at the July 19, 2012 meeting, the obligations to be paid from the prior ROPS are:

- the 2001 RDA bond payment in the amount of \$1,117,725 due on June 1, 2013;
- Administrative costs in the amount of \$74,047.09.

While the Successor Agency will be able to make the 2001 RDA Bond payment due on June 1, 2013, several other line items listed and approved on the prior ROPS will not be made.

If the property taxes for this current ROPS period are similar to the June 1, 2012 payment received, we are projecting that the Successor Agency should receive approximately \$1,300,000 on June 1, 2013, which will be significantly short of the amounts needed to pay all the enforceable obligations. The payment for the 2001 RDA Bond due on December 1, 2013 is \$2,267,725, meaning the Agency will be short \$1,075,953 from the estimated RPTTF distribution from the County.



Michael Matsumoto
Director of Finance

MM

Attachment 1: Resolution establishing the Recognized Obligation Payment Schedule (ROPS) and Administrative Budget.

RESOLUTION NO. _____

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE PICO RIVERA REDEVELOPMENT AGENCY, PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 34180 AND 34117, APPROVING AND ESTABLISHING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE 13-14A FOR JULY THROUGH DECEMBER 2013

WHEREAS, on June 28, 2011, the Governor of California signed ABx1 26 which added Health and Safety Code Section 34169;

WHEREAS, pursuant to Health & Safety Code Section 34177(l), successor agencies are required to adopt recognized obligation payment schedules every six months; and

WHEREAS, pursuant to Health & Safety Code Section 34177(l), the recognized obligation payment schedules are designed to cover six month periods; and

WHEREAS, this recognized obligation payment schedule shall cover July through December 2013; and

WHEREAS, pursuant to Health & Safety Code Section 34177(j), successor agencies are required to submit an administrative budget to the Oversight Board; and

WHEREAS, the State Department of Finance approved the prior recognized obligation payment schedule; and

WHEREAS, pursuant to Health & Safety Code Section 34177(m), the Oversight Board must approve and establish the recognized obligation payment schedule by March 1, 2013; and

WHEREAS, the recognized obligation payment schedule is needed, so the County can properly disburse property taxes on June 1, 2013; and

NOW, THEREFORE, BE IT RESOLVED by the Oversight Board of the Successor Agency to the Pico Rivera Redevelopment Agency, California as follows:

SECTION 1. The Oversight Board approves and establishes the recognized obligation payment schedule (Attachment A) subject to the approval of the State Department of Finance and the County of Los Angeles.

SECTION 2. Staff are directed to post the recognized obligation payment schedule on the website and submit the recognized obligation payment schedule as required by law.

SECTION 3. The Oversight Board approves the Administrative Budget (Attachment B) that is also included in the recognized obligation payment schedule.

SECTION 4. The Oversight Board has also determined (to the extent it is required to do so) that approval of the ROPS and Administrative Budget are not “projects” for purposes of CEQA, as that term is defined by Guidelines section 15378, because the ROPS and Administrative Budgets are organizational or administrative activities that will not result in a direct or indirect physical change in the environment, per section 15378(b)(5) of the Guidelines.

SECTION 5. The City Clerk of the City of Pico Rivera shall attest to the passage of this Resolution and it shall be in full force and effect. This Resolution shall be transmitted to the Department of Finance by electronic means and shall be subject to review pursuant to Health & Safety Code Section 34177(m)

APPROVED AND ADOPTED this ____ day of _____ 2013.

ATTEST:

OVERSIGHT BOARD

Anna Jerome, Assistant City Clerk

Belinda Faustinos, Chairperson

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED AS TO FORM:

Michael R.W. Houston, Cummins & White, LLP
Board Counsel

SUCCESSOR AGENCY CONTACT INFORMATION

Successor Agency

ID: 135
 County: Los Angeles
 Successor Agency: Pico Rivera

Primary Contact

Honorific (Ms, Mr, Mrs)

Mr.

First Name

Michael

Last Name

Matsumoto

Title

Director of Finance/Treasurer

Address

6615 Passons Blvd

City

Pico Rivera

State

CA

Zip

90660

Phone Number

562-801-4391

Email Address

mmatsumoto@pico-rivera.org

Secondary Contact

Honorific (Ms, Mr, Mrs)

Mr.

First Name

Jim

Last Name

Simon

Title

RSG (Consultant)

Phone Number

714-316-2120

Email Address

jsimon@webrsg.com

SUMMARY OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Filed for the July 1, 2013 to December 31, 2013 Period

Name of Successor Agency: **PICO RIVERA (LOS ANGELES)**

Outstanding Debt or Obligation	Total
Total Outstanding Debt or Obligation	\$102,002,942

Current Period Outstanding Debt or Obligation	Six-Month Total
A Available Revenues Other Than Anticipated RPTTF Funding	\$0
B Enforceable Obligations Funded with RPTTF	\$2,362,725
C Administrative Allowance Funded with RPTTF	\$125,000
D Total RPTTF Funded (B + C = D)	\$2,487,725
E Total Current Period Outstanding Debt or Obligation (A + B + C = E) <i>Should be same amount as ROPS form six-month total</i>	\$2,487,725
F Enter Total Six-Month Anticipated RPTTF Funding	\$1,300,000
G Variance (F - D = G) <i>Maximum RPTTF Allowable should not exceed Total Anticipated RPTTF Funding</i>	(\$1,187,725)

Prior Period (July 1, 2012 through December 31, 2012) Estimated vs. Actual Payments (as required in HSC section 34186 (a))

H Enter Estimated Obligations Funded by RPTTF (lesser of Finance's approved RPTTF amount including admin allowance or the actual amount distributed)	\$1,326,982
I Enter Actual Obligations Paid with RPTTF	\$1,326,982
J Enter Actual Administrative Expenses Paid with RPTTF	\$0
K Adjustment to Redevelopment Obligation Retirement Fund (H - (I + J) = K)	\$0
L Adjustment to RPTTF (D - K = L)	\$2,487,725

Certification of Oversight Board Chairman:

Pursuant to Section 34177(m) of the Health and Safety code,

I hereby certify that the above is a true and accurate Recognized

Obligation Payment Schedule for the above named agency.

Belinda Faustinos

Name

/s/

Signature

Chairperson

Title

Date

PICO RIVERA (LOS ANGELES)
 RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A)
 July 1, 2013 through December 31, 2013

Item #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payer	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2013-14	Funding Source						
									Bond Proceeds	Reserve Balance	Admin. Allowance	RTTF	Other	Six-Month Total	
1	2001 Tax Allocation Refunding Bonds	1/24/2001	12/1/2032	U.S. Bank	Bonds issued to fund projects	Project Area #1	\$162,000,942	\$3,760,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	Loan from Low and Mod Hsg.	12/8/2009	Until paid	Low and Mod. Housing Fund	5/2010 loan for SERAF	Project Area #1	1,667,788	3,945,200	0	0	0	0	0	0	0
3	Loan from Low and Mod Hsg.	12/8/2009	Until paid	Low and Mod. Housing Fund	5/2011 loan for SERAF	Project Area #1	343,368	0	0	0	0	0	0	0	0
4	City Loan entered into on 18-Dec-1972	12/18/1972	Until paid	City of Pico Rivera	Loan for Rehabilitation	Project Area #1	0	0	0	0	0	0	0	0	0
5	City Loan entered into on 18-Dec-1972	12/18/1972	Until paid	City of Pico Rivera	Salut Tax Loan for CRA Bond Coverage	Project Area #1	250,000	250,000	0	0	0	0	0	0	0
6	Administrative Budget	2/1/2012	End of Agency	City of Pico Rivera	Payroll and other administrative costs	Project Area #1	135,000	0	0	0	0	0	0	0	135,000
7	Retiree Medical Obligations	12/18/1972	Until paid	Employees and retirees	Unfunded Retiree Medical Obligations	Project Area #1	151,750	0	0	0	0	0	0	0	0
8	Unfunded Pension Obligations	12/18/1972	Until paid	CALPERS	Unfunded Pension Obligations	Project Area #1	600,000	60,000	0	0	0	0	0	0	30,000
9	Insurance and maintenance - Agency property	12/18/1972	Until property is sold	CJHA and others	Insurance and maintenance - Agency property	Project Area #1	0	0	0	0	0	0	0	0	0
10	Deferral of Pags Through Payments	1/23/2001	Until paid	County	Deferral of Pags Through Payments	Project Area #1	41,022,486	0	0	0	0	0	0	0	0
11	Cash Audit for &M and Other	9/12/2012	Until paid	Consultant	Audits required by H&S 94179.5	Project Area #1	25,000	25,000	0	0	0	0	0	0	25,000
12	Property Management Plan	Not yet determined	Until paid	Consultant	Therlog Property Management Plan	Project Area #1	80,000	80,000	0	0	0	0	0	0	40,000
13	Oversight Board Attorney	10/6/2012	Until paid	Cummings and White	Legal services for Oversight Board	Project Area #1	N/A	N/A	0	0	0	0	0	0	0

**PICO RIVERA SUCCESSOR AGENCY
ADMINISTRATIVE BUDGET
FOR JULY – DECEMBER 2013**

Expense Category	Six Month Proposed Budget
Salaries and Wages	
Salaries	\$40,000
Benefits and payroll taxes	\$20,000
TOTAL	\$60,000
Maintenance and Operation	
Postage	-
Departmental Supplies	-
Printing and Duplicating	-
Special Department Expense	-
Contracted Services	\$45,000
Legal Services	\$20,000
TOTAL	\$65,000
TOTAL EXPENDITURES	\$125,000