

## MEMORANDUM OF UNDERSTANDING

### (BUILDING #09-F1 – JUVENILE COURT PROJECT) REGARDING FUNDING MECHANISMS FOR THE JUVENILE COURT PROJECT

City of Placerville, County of El Dorado

This Memorandum of Understanding (this “MOU”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2010 (the “Effective Date”) by and between the Judicial Council of California (“Judicial Council”), Administrative Office of the Courts (together with the Judicial Council, the “AOC”), the Superior Court of California, County of El Dorado (the “Court”), and the County of El Dorado (the “County”). For the purpose of this MOU, the AOC, the Court, and the County are sometimes individually referred to as a “Party” and together referred to as the “Parties”.

#### **BACKGROUND AND PURPOSE OF MOU:**

A. On or about November 20, 2008, the County submitted to the AOC that certain County Courthouse Construction Fund Request for Approval of Expenditure or Encumbrance (the “Request”) requesting the AOC’s approval to encumber the sum of \$1,000,000 (the “CCF Funds”) in the County’s Courthouse Construction Fund, established pursuant to Government Code section 76100 (the “CCF”).

B. The purpose of the encumbrance of the CCF Funds requested by the County in the Request is to provide funding for a project to remodel certain space in and around the El Dorado Juvenile Hall facility, located at 297 Fair Lane, Placerville, California 95667-4104 (the “Juvenile Hall Building”), for use as a juvenile court facility with administrative, clerical, and judicial office space, a hearing room, a lobby, and a parking lot (the “Court Parking Lot”) dedicated to exclusive use by the Court (collectively, the “Remodel Project”). The AOC will be generally responsible to construct the Remodel Project except that the improvements to the Court Parking Lot may instead be constructed by the County, as determined pursuant to this MOU.

C. By letter dated February 23, 2009 from Mr. William C. Vickrey, the Administrative Director of the Courts, the AOC approved the encumbrance of the CCF Funds pursuant to the Request subject to the following conditions:

- a. Pro rata costs in shared buildings: Where buildings are shared facilities, the use of CCF’s for projects that are not in court-exclusive space for court-only benefit must be pro rated as per the respective court and county-exclusive occupancies in the building as established in the transfer agreements. County funding must be used for the county’s respective share of the subject projects;

- b. Building to be abandoned: In regard to the Juvenile Justice Center project, no funds should be expended for improvements to current court space at the El Dorado Center in South Lake Tahoe unless that space is proposed for continued court use. If the space is proposed for county use following the juvenile project, the associated ADA upgrades are hereby denied;
- c. Future CCF encumbrances: These approvals assume that existing CCF's will be expended to cover the subject projects and that any remaining CCF balance will be retained and reverted to the State Court Facilities Construction Fund following the completion of the last project as stipulated in Senate Bill 1732. Pending further project development, if additional expenditures or future encumbrances are required for the approved projects, requests for the supplemental funding, with associated documentation, should be submitted for review and approval;
- d. Terms of transfer/MOU: In regard to the juvenile facility expansion project, the juvenile facility currently has no court space and the facility has not transferred to the state. Therefore, an MOU or related document that expresses the terms of the project must be prepared. That document will include (but not necessarily be limited to) such items as access to and use of the site during construction, performance of the project and respective roles of the AOC and the County, disposition (transfer) of space following completion of construction, and related issues. The county should contact the AOC in order to prepare that document.

D. On May 12, 2010, the County and the AOC entered into that certain Agreement For Equity Exchange (the "**Exchange Agreement**") under which the AOC transferred to the County all of its "equity" interest and rights in and to the El Dorado Center (AOC Facility No. 09-D1), and in exchange, the County transferred to the AOC (i) all "equity" interest and rights of the County in and to approximately 3,618 usable square feet of space in the basement of the Juvenile Hall Building (the "**Court Exclusive-Use Area**"), and (ii) an "equity" interest and rights in a 24.15 percent proportional share of certain common area in and around the Juvenile Hall Building (as more fully described in the Exchange Agreement, the "**Common Area**"), as more fully described in the Exchange Agreement.

E. On May 12, 2010, the AOC and the County also entered into that certain Joint Occupancy Agreement (the "**JOA**") setting forth the terms and conditions for shared occupancy and use of the Juvenile Hall Building and related grounds by the County and the Court, and for the shared funding and operation of the Juvenile Hall Building and related grounds by the County and the AOC.

F. The JOA sets forth, among other things, the terms and conditions on which the AOC may make alterations and additions to the Court Exclusive-Use Area and the Common Area, including in connection with the Remodel Project, in satisfaction of one of the conditions described in the February 23, 2009 letter from Mr. Vickrey, described above in subsection (iv) of Recital C to this MOU. Section 3.3.2 of the JOA sets forth the modifications that will be made to the Court Parking Lot by the County or the AOC, as determined in accordance with said section 3.3.2 of the JOA and this MOU, in either case using the CCF Funds.

G. The Parties intend that the Project will be funded entirely by the CCF Funds encumbered pursuant to the Request approved by the AOC in Mr. Vickrey's February 23, 2009 letter, subject to compliance with the conditions set forth therein.

H. This MOU establishes the funding, payment, and reimbursement mechanisms that the Parties will follow in connection with the funding and expenditure of the CCF Funds for construction and completion of the Remodel Project.

I. This MOU is based on the AOC's agreement to contract for and manage the design, development, permitting, construction, and completion of the Remodel Project in consultation with and for the benefit of the Court in accordance with, among other things, Mr. Vickrey's February 23, 2009 letter, this MOU, the estimated Remodel Project budget as it may be modified from time to time, the current version of which is attached hereto and incorporated herein as **Exhibit "A"** (the "**Budget**"), and the estimated schedule for the Remodel Project as it may be modified from time to time, the current version of which is attached hereto and incorporated herein as **Exhibit "B"** (the "**Schedule**").

J. The Capital Project Fund is a Court account established as a line item revenue account within the Court's budget (the "**Court Capital Project Fund**").

K. The CCF Funds required to pay the costs associated with the Remodel Project will be funded through (i) the County's delivery of the CCF Funds to the Court in the lump sum amount of \$1,000,000; (ii) the Court's deposit and retention of the CCF Funds in the Court Capital Project Fund pending the AOC's reduction of the Court's distribution from the Trial Court Trust Fund ("**TCTF**") by an amount equal to the CCF Funds; (iii) the AOC reducing the distribution that the AOC makes to the Court from the TCTF by an amount equal to the CCF Funds, and (iv) the Court's use of the CCF Funds in the Court Capital Project Fund to replace in the Court's general fund the CCF Funds that are withheld by the AOC from the Court's TCTF distribution, all as more fully described in this MOU.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the AOC, the Court, and the County hereby agree as follows:

**AGREEMENT:**

**1. COUNTY RIGHTS AND OBLIGATIONS.**

1.1. Delivery of CCF Funds to Court. On or before the 10<sup>th</sup> business day after the Effective Date of this MOU, the County shall transfer and deliver the full amount of the CCF Funds to the Court in one lump-sum payment.

1.2. JOA to Govern Remodel Project. The respective rights, roles, and responsibilities of the County and the AOC with respect to the design, construction, and completion of the Remodel Project shall be as provided in the JOA including, with respect to the Court Parking Lot, as provided in section 3.3.2 of the JOA, as such rights, roles, and responsibilities are supplemented and modified by this MOU.

1.3. Court Parking Lot Improvements. Under section 3.3.2 of the JOA, the County shall cooperate in good faith with the AOC to determine which of them will undertake to perform the portion of the Remodel Project that consists of improvements to the Court Parking Lot, which determination shall be made based primarily on whether the County or the AOC can perform the improvements in the more cost-effective manner. Irrespective of whether the AOC or the County performs the improvements to the Court Parking Lot, the cost of such improvements shall be funded by the CCF Funds and included in the Budget, except with respect to any County Change Orders (as defined in section 1.5, below) or any Change Orders (as defined in section 2.2.2, below).

1.3.1. If Constructed by the County. If the AOC determines that the County will construct the portion of the Remodel Project that consists of improvements to the Court Parking Lot, then: (a) the AOC and the County shall enter into a separate, written memorandum of understanding setting forth the process for funding the costs of such Court Parking Lot improvements from the CCF Funds; (b) the AOC hereby consents and agrees to the County making such improvements under section 3.2.2 of the JOA, except that the County and the AOC acknowledge that the cost of making such improvements to the Court Parking Lot will not be a "Shared Cost", as provided in section 3.2.2 of the JOA, but will be paid for by the CCF Funds; (c) the AOC shall, in consultation with the Court, coordinate with the County concerning the design of the improvements to the Court Parking Lot, and shall, in consultation with the Court, approve the final design for such improvements on behalf of the AOC and the Court; (d) the AOC shall provide reasonable cooperation, assistance, and oversight to the County, and shall consult with the County, to ensure that the improvements to the Court Parking Lot are made in accordance with the approved design and consistent with the then-current Budget and Schedule; and (e) the County shall be primarily responsible for day-to-day management of the construction and completion of the improvements to the Court Parking Lot, but the AOC generally oversee and manage the completion of the improvements to the Court Parking Lot in the AOC's capacity as the overall project manager for the Remodel Project.

1.3.2. If Constructed by the AOC. If the AOC determines that the AOC will construct the portion of the Remodel Project that consists of improvements to the Court Parking Lot, then: (a) the AOC shall manage the design, construction, and completion of such improvements, in consultation with the Court, as part of the overall Remodel Project under the terms of the JOA and this MOU; (b) the County hereby consents and agrees to the AOC's construction of such improvements to the Court Parking Lot notwithstanding section 3.2.2 of the JOA, which provides that the County shall make any additions and alterations to the Common Area in its capacity as the "Managing Party" under and as defined in the JOA.

1.4. Common Area Modifications. Pursuant to the Budget, the AOC anticipates that \$700 of the total cost of the Remodel Project will be related to painting and carpeting in the Common Area of the Juvenile Court Building. The County shall be responsible to pay and reimburse to the AOC its 85.85 percent share of the costs of such Common Area painting and carpeting; that is, the sum of \$600.95 (the "**Common Area Improvements Share**"), as required by the conditions set forth in Mr. Vickrey's February 23, 2009 letter that are set forth in subsection (i) of Recital C to this MOU. The County shall pay the Common Area Improvements Share to the Court at the same time that the County delivers the CCF Funds to the Court.

1.5. No Other County Financial Contributions. The County's sole and exclusive financial obligations with respect to the Remodel Project shall be those expressly provided in this MOU. In addition to the County's obligations under the subsections of section 1 of this MOU, the County shall be responsible to pay any costs associated with any change orders to the Remodel Project that are specifically requested in writing by the County or made necessary by the acts or omissions of the County ("**County Change Orders**"). Any such County Change Orders shall require the prior, written consent of the AOC, which the AOC may give or withhold in its sole and absolute discretion.

## 2. COURT RIGHTS AND OBLIGATIONS.

2.1. Deposit and Retention of CCF Funds. Promptly upon the Court's receipt of the CCF Funds and the Common Area Improvements Share from the County, the Court shall deposit and record the full amount of the CCF Funds and the Common Area Improvements Share in the Court Capital Project Fund. The Court shall thereafter retain the CCF Funds and the Common Area Improvements Share in the Court Capital Project Fund until such time as the Court is authorized to use the CCF Funds and the Common Area Improvements Share pursuant to section 2.2 of this MOU. The Court shall use the CCF Funds and the Common Area Improvements Share solely when and for the purposes described in this MOU.

2.2. TCTF Reductions; Deposits into Court's General Fund.

2.2.1. TCTF Reductions. After the AOC enters into a Contract (as defined in section 3.1 of this MOU) for any portion of the Remodel Project that the AOC will construct or the County seeks reimbursement from the AOC for contracts entered into by the County ("**Reimbursement Amount**") in connection with improvements to the Court Parking Lot ( as further specified in section 3.1 of this MOU), at the AOC's next distribution to the Court from the TCTF, the AOC shall reduce such TCTF distribution by an amount equal to the full sum of the Contract or the Reimbursement Amount, as the case may be. Upon the Court's receipt of the TCTF distribution from which such amount has been withheld by the AOC, the Court shall have the right to transfer from the Court Capital Project Fund to the Court's general fund an amount equivalent to the amount withheld by the AOC from the TCTF distribution to the Court.

2.2.2. Extraordinary Expenses and Change Orders. In the event that there are any extraordinary expenses associated with the Remodel Project, or expenses related to any change orders for any Contract (other than County Change Orders), or any other discretionary charges for the Remodel Project, that have been approved in writing by the Court through its Presiding Judge or his or her designee ("**Change Order**"), the AOC will reduce its next TCTF distribution to the Court following approval of the Change Order by an amount equal to the amount set forth in the Change Order as approved by the Court.

2.3. Cooperation and Assistance in Remodel Project. The Court shall provide reasonable assistance and cooperation to the AOC in connection with all portions of the Remodel Project that the AOC will construct and complete, it being understood and agreed that the County may construct and complete the improvements to the Court Parking Lot, as provided in section 3.3.2 of the JOA and this MOU.

2.4. Accounting for TCTF Reduction Amounts. The Court will reflect all amounts that the AOC withholds from the Court's gross TCTF distributions, consistent with this MOU, as non-cash revenue and as an expenditure item in the Court's financial records.

2.5. Consent to AOC's Withholding from TCTF. By signing this MOU, the Court hereby expressly consents and agrees to (i) the AOC's withholding of the CCF Funds, the Common Area Improvements Share, and the cost of any Change Orders, from the AOC's applicable distributions to the Court from the TCTF, as and when provided in this MOU, and (ii) the AOC's expenditure and use of the CCF Funds, the Common Area Improvements Share, and the cost of any Change Orders solely in connection with the Remodel Project, including the improvements to the Court Parking Lot, pursuant to this MOU and the Budget, and (iii) upon completion of the Remodel Project, the AOC's transfer and deposit of any remaining, unused CCF Funds into the State Court Facilities Construction Fund pursuant to section 3.7, below.

2.6. Timely Response. The Court will timely respond to requests by the AOC for information, review, and collaboration so as not to delay the course of design and construction of the Remodel Project.

2.7. Notice of Potential Liabilities. The Court will give the AOC prompt notice of any event or circumstance of which the Court becomes aware respecting the construction of the Remodel Project that could give rise to a claim or liability of the Court or the AOC, or any act or omission that requires action by the AOC in its role as manager of the Remodel Project, including, if applicable, any act or omission related to the County's construction of the improvements to the Court Parking Lot.

2.8. Additional Court Obligations. This MOU is approved by the Parties based, in part, upon the Court's promise and obligation to (i) manage the impact of the Court's share of any reductions included in the State budget; (ii) plan on the potential of additional reductions in the State budget during the period that the Remodel Project is being designed and constructed; and (iii) address the Court's share of any statewide allocation of costs for statewide administrative infrastructure, to ensure that the Court at all times has sufficient financial resources to honor its commitments set forth in this MOU.

### 3. AOC RIGHTS AND OBLIGATIONS.

3.1. Contracts. The AOC will solicit, award, and execute construction contracts and other ancillary agreements as necessary (e.g., for architectural services, engineering services, environmental consultants, and the like), and pay permits fees, to the extent those services and fees are identified in the Budget (each a "Contract" and collectively, "Contracts"); provided that, the Parties acknowledge and agree that, if the AOC determines that the County will construct the portion of the Remodel Project that consists of improvements to the Court Parking Lot pursuant to section 3.3.2 of the JOA and this MOU, the County may enter into certain contracts pertaining to such improvements and any such contract or contracts will not be included in the terms "Contract" or "Contracts" as they are used in this MOU.

3.2. Reductions from TCTF Distributions. After the AOC has entered into a Contract for any portion of the Remodel Project that the AOC will construct, or a Reimbursement Amount is due to the County for contracts entered into by the County (as further specified in section 3.1 of this MOU), at the AOC's next distribution to the Court from the TCTF, the AOC shall reduce its TCTF distribution by an amount equal to the full sum of the Contract or the Reimbursement Amount, as the case may be. In connection with the Remodel Project, the AOC shall in no event withhold from the Court's TCTF distributions a total sum greater than: (i) the full amount of the CCF Funds, plus (ii) the Common Area Improvements Share, that is \$1,000,600.95, plus (iii) the total cost of any Change Orders.

3.3. Use of CCF Funds and Common Area Improvements Share. The AOC shall use the CCF Funds and the Common Area Improvements Share solely in connection with the design, development, permitting, construction, and completion of the Remodel Project (including for the improvements to the Court Parking Lot, whether such improvements are constructed and completed by the AOC or the County), and for no other purpose except as expressly provided in section 3.7 of this MOU with respect to any CCF Funds that are not expended for the Remodel Project. If for any reason the Court does not deposit, record, and reserve in the Court Capital Project Fund the full amount of the CCF Funds that the Court receives from the County pursuant to sections 1.1 and 1.4 of this MOU, such failure shall in no event limit, diminish, or modify in any respect whatsoever the AOC's right to withhold an amount equal to the total sum of the CCF Funds, plus the Common Area Improvements Share, plus the cost of any Change Orders from the AOC's distributions to the Court from the TCTF, as provided in this MOU.

3.4. Compliance with Procedure for TCTF Reduction Amounts. The AOC Finance Division, Office of Budget Management, will comply with the procedure for reducing the Court's distributions from the TCTF in accordance with this MOU. The AOC will notify the Court from time to time of the disbursement of the amounts so withheld toward payments made with respect to the Remodel Project.

3.5. Monitoring of Expenditures. The AOC's Office of Court Construction and Management shall monitor expenditures with respect to the Remodel Project (including for the improvements to the Court Parking Lot, whether such improvements are constructed and completed by the AOC or the County), and shall make copies of supporting detail available to the Court upon the Court's written request, but in no event more frequently than twice in any 12-month period.

3.6. Management of Project. Subject to the determination made by the AOC, under section 3.3.2 of the JOA and section 1.3 of this MOU, concerning whether the County or the AOC will construct the improvements to the Court Parking Lot, the AOC shall enter into Contracts for, manage, and administer the design, development, permitting, construction, and completion of the portions of the Remodel Project that the AOC will construct, in consultation with and for the benefit of the Court in accordance with this MOU, the Budget, and the Schedule.

3.7. Final Project Accounting; Disposition of CCF Funds Not Expended For Project. Within 180 days after completion of the Remodel Project and payment of all Remodel Project costs reflected in the Budget (which shall include the costs of the improvements to the Court Parking Lot, whether such improvements are constructed and completed by the AOC or the County), the AOC shall deliver to the Court and the County a final accounting for the Remodel Project, which shall reflect the sources and uses of all funds used to pay costs associated with the Remodel Project, including without limitation all CCF Funds, the Common Area Improvements Share, and the costs of any Change



Orders that have been withheld by the AOC from the Court's TCTF distributions under this MOU, as well as the costs of any County Change Orders paid for by the County. If, pursuant to such final Remodel Project accounting, any portion of the CCF Funds has not been expended and is unused by the AOC toward payment of Remodel Project costs ("Unused Amount"), the AOC shall reduce its next TCTF distribution to the Court in the sum of the Unused Amount and the AOC shall transfer and deposit the entire Unused Amount into the State Court Facilities Construction Fund, as required by the February 23, 2009 letter from Mr. Vickrey, at or about the time that the AOC delivers the final Remodel Project accounting to the Court and the County. Upon the Court's receipt of the TCTF distribution from which the Unused Amount has been withheld by the AOC, the Court shall have the right to transfer from the Court Capital Project Fund to the Court's general fund an amount equivalent to the Unused Amount.

#### 4. MISCELLANEOUS PROVISIONS.

4.1. Effective Date and Termination. This MOU takes effect on the Effective Date and shall remain in full force and effect unless and until it is terminated by the Parties' full payment and performance of all of their respective obligations under this MOU or by a writing signed by all of the Parties.

4.2. Dispute Resolution. If a disagreement or dispute arises between or among any of the Parties regarding the terms of this MOU or the Remodel Project, the Parties will attempt to resolve their disagreement by unassisted negotiation among AOC staff, Court staff, and County staff, as applicable, at the operating level. If the Parties are not able to fully and finally resolve their disagreement through such discussions, the Parties will refer the matter to the then Presiding Judge of the Court, the then Chief Deputy Director of the AOC, and the then County Chief Administrative Officer for resolution.

4.3. Counterparts. This MOU may be executed in one or more counterparts, all of which together shall constitute one and the same agreement.

4.4. Entire Agreement. This MOU, including the recitals herein and the Exhibits attached hereto, contains the entire and complete understanding and agreement of the Parties hereto with respect to the subject matter of this MOU, and supersedes any and all other prior or contemporaneous agreements, representations, or understandings between the Parties, oral or written.

4.5. Amendment. This MOU can be amended only by a written document signed by all of the Parties.

4.6. Time of Performance. Unless otherwise specifically provided in this MOU, all references to days herein shall be deemed to refer to calendar days. If the final date for payment of any amount or performance of any duty falls on a Saturday, Sunday,

holiday, or furlough day, such payment shall be made or duty performed on the next succeeding business day.

4.7. Further Assurances. Each Party hereto agrees to cooperate reasonably and in good faith with the other Parties, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time in order to effectuate the terms and intent of this MOU.

4.8. Time of the Essence. Time is of the essence with respect to each and every provision of this MOU.

4.9. Waivers. Any waiver by a Party to this MOU of any term or condition set forth herein, or of breach of this MOU, shall not constitute a waiver or any other provision or breach on the same occasion or a waiver of the same or any other provision or breach on any other occasion.

4.10. Binding Effect. This MOU shall be binding upon and shall inure to the benefit of the AOC, the Court, and the County and their respective successors.

4.11. Counsel and Drafting. Each Party has had the opportunity to participate in the drafting and preparation of this MOU and represents that it has reviewed this MOU with its own counsel. No Party shall deny the validity of this MOU on the ground that such Party did not have the advice of counsel in connection with this MOU. The terms of this MOU shall not be construed for or against any Party as the principal draftsman hereof.

4.12. Severability. If any term of this MOU is inconsistent with applicable law, then upon the request of any Party, the Parties will promptly meet and confer in good faith to determine how to amend the inconsistent term in a manner consistent with law, but all parts of this MOU not affected by the inconsistency shall remain in full force and effect.

4.13. Governing Law. This MOU shall be governed and construed in accordance with the internal laws of the State of California without resort to choice of law principles.

4.14. Authority to Execute this MOU. The AOC, the Court, and the County each certify that (a) the individual signing this MOU on its behalf has the authority to execute this MOU on its behalf, (b) all approvals required for each Party to sign and deliver this MOU have been obtained, and (c) all approvals required for each Party to perform its duties under this MOU have been or will be timely obtained.

4.15. Recitals and Exhibits Incorporated. The recitals set forth in this MOU and the Exhibits attached to this MOU are hereby incorporated into and a part of

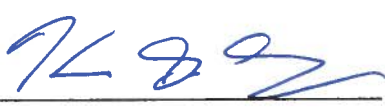
this MOU for all purposes. All references to this MOU set forth herein, in the Exhibits hereto, or in any other agreement or instrument pertaining to this MOU shall be deemed to include the recitals set forth herein and the Exhibits attached to this MOU.

4.16. Headings. The section headings in this MOU are inserted solely for the convenience of the Parties and shall not limit, restrict, or expand the terms and conditions set forth in this MOU.


[SIGNATURE PAGE IMMEDIATELY TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the Effective Date.

APPROVED AS TO FORM:  
Administrative Office of the Courts,  
Office of the General Counsel

By:   
Name: Kenneth Levy  
Title: Attorney

JUDICIAL COUNCIL OF CALIFORNIA,  
ADMINISTRATIVE OFFICE OF THE  
COURTS

By:   
Name: Grant Walker  
Title: Senior Manager, Business Services

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COUNTY OF EL DORADO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Tania Ugrin-Capobianco  
Title: Court Executive Officer

SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF EL DORADO

By: \_\_\_\_\_  
Name: Hon. \_\_\_\_\_  
Title: Presiding Judge

**EXHIBIT "A"**

**ESTIMATED PROJECT BUDGET**

Remodel Project Construction	\$980,000
Relocation of High-Density Filing System from El Dorado Center Courthouse	\$ 20,000
<b><u>TOTAL:</u></b>	<b><u>\$1,000,000</u></b>

**EXHIBIT "B"**  
**ESTIMATED PROJECT SCHEDULE**

[see attached]



