

**COST REIMBURSEMENT AGREEMENT FOR
CITY OF HARRISONBURG
UNIVERSITY BLVD RELOCATION PROJECT**

THIS COST REIMBURSEMENT AGREEMENT is entered into this 3rd day of MARCH, 2021 by and between James Madison University, an agency of the Commonwealth of Virginia (“University”), and the CITY OF HARRISONBURG, a Virginia municipal corporation (“City”).

RECITALS:

1. The City intends to reconstruct and realign University Boulevard from its intersection of Port Republic Road to its intersection with Carrier Drive (the “Project”);
2. The University desires that such work be done, agrees that it will benefit from the completion of such work, and is willing to pay a portion of the associated cost;
3. The Parties acknowledge that the City will require access to and use of a certain portion of property owned by the University in order to complete the work;

NOW, THEREFORE, the City and University agree as follows:

1. Project Cost Estimates and Allocation.
 - a. The current Project cost estimate is \$10,756,602.
 - b. The City currently has \$215,283.42 in JMU funds from the completed Grace Street Extension Project. The City will internally transfer these funds from the Grace Street Extension Project (910141-48723) to the appropriate City capital project account for the Project.
 - c. The University agrees to provide to the City and additional \$4,784,716.58 in funds, for a total of \$5,000,000 to be used towards the design, right of way acquisition, utility relocation, and construction of this project. Disbursement of these funds to the City shall follow the schedule provide in Item 7 of this Cost Reimbursement Agreement.
2. The University understands that the City intends to enter into a project agreement with VDOT in reliance on the University’s funding commitments. If after entering into this Agreement, the University decides, for any reason, to withdraw its funding commitment, the City may opt not to complete the Project and instead terminate its project agreement with VDOT. The University understands and agrees that it shall be solely responsible for any repayment and reimbursement to VDOT required by the project agreement.

3. The City shall be responsible for procurement and oversight of professional design services; acquisition of right-of-way and easements, other than those described in Paragraph 4 of this Agreement; coordination of utility relocation; procurement and oversight of construction contracts; and final project closeout.
4. The University shall grant all necessary Deeds of Gift and Consideration and Deeds of Easement for any parcels impacted by this Project on property owned by the University.
5. The City will only access and perform work on University property after receipt of, and in accordance with, the associated Deeds of Gift and Consideration or Deeds of Easement. Removal of any structures or appurtenances located on property that is received from JMU that is found to be in direct conflict with the proposed improvements will be responsibility of the Project.
6. The Project will be completed in three phases:
 - a. Phase 1: Preliminary Engineering (PE), including all design aspects of the project.
 - b. Phase 2: Right-of-Way (RW), including all right-of-way acquisition and utility relocation.
 - c. Phase 3: Construction (CN), including the bidding, construction activities, and final project closeout.
7. The University shall provide the required matching funds for each project phase prior to the commencement of work associated with that phase. The table below provides a tentative schedule for the amounts and timing of matching funds:

Project Phase	Estimated Phase Cost	JMU Contribution	Tentative Date Funds Required
Preliminary Engineering (PE)	\$1,110,615	\$340,024.08*	May 2021
Right of Way (RW)	\$2,147,264	\$1,073,632	May 2022
Property / Easement Dedication	N/A	N/A	May 2022
Construction (CN)	\$7,498,723	\$3,371,060.50	December 2024

****\$215,283.42 currently held by the City will be added to this contribution.***

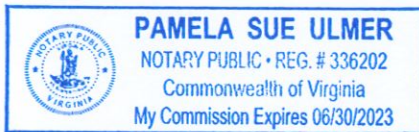
WITNESS the following signatures and seals:

Eric D. Campbell (SEAL)
For the City of Harrisonburg
By: Eric D. Campbell, City Manager

STATE OF VIRGINIA
COMMONWEALTH AT LARGE,
CITY OF HARRISONBURG, to-wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction
this 3rd day of March, 2021, by ERIC D. CAMPBELL.

My commission expires: 6/30/2020



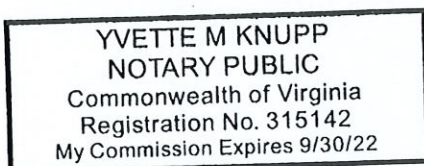
[Signature]
Notary Public

Towana H. Moore (SEAL)
For James Madison University
By: Towana H. Moore, Associate Vice President Business Affairs

STATE OF VIRGINIA
COMMONWEALTH AT LARGE,
CITY OF HARRISONBURG, to-wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction
this 24th day of February, 2021, by Towana H. Moore

My commission expires: 9/30/22



Yvette M. Knupp
Notary Public