

DRAFT

Cedar Lake Road
State Section: 65-RS-1
Lake County
Job No. : C-91-334-11
Agreement No.: JN-112-539

AGREEMENT

This Agreement entered into this ____ day of _____, 20____A.D, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the COUNTY OF LAKE of the State of Illinois, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of jurisdictionally transferring Cedar Lake Road, (Cedar Lake Road, STATE Section 65-RS-1, C-91-334-11); and

WHEREAS, the COUNTY is willing to assume jurisdiction and maintenance of Cedar Lake Road; and

WHEREAS, the COUNTY is desirous of said improvement in that same will be of immediate benefit to the COUNTY residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE and the COUNTY have agreed to the jurisdictional transfer of the portion of highway described in the Local Agency – State Jurisdictional Transfer document attached hereto as "Exhibit A" and made a part hereof

2. It is mutually agreed by and between the parties hereto that upon occurrence of the Jurisdictional Transfer and receipt of an invoice from the COUNTY, the STATE will reimburse the COUNTY \$300,000 for assuming jurisdiction and maintenance of Cedar Lake Road.
3. The STATE agrees that upon execution of this agreement and receipt of an invoice from the COUNTY, the STATE will pay to the COUNTY in a lump sum amount, an amount equal to 100% of its obligation incurred under this agreement.
4. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
5. The COUNTY agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the Illinois Department of Transportation.
6. The COUNTY, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The COUNTY shall carry out applicable requirements of 49 CFR, Part 26, in the award and administration of STATE assisted contracts. Failure by the COUNTY to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the STATE deems appropriate.

Obligations of the STATE and COUNTY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

Attest:

Clerk

(SEAL)

COUNTY OF LAKE

By: _____
(Signature)

By: _____
(Print or Type)

Title: _____

Date: _____

RECOMMENDED FOR EXECUTION

Paula J. Trigg, P.E.
Acting Director of Transportation/
Acting County Engineer Lake County

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Ann L. Schneider
Secretary of Transportation

By: _____
Matthew R. Hughes
Acting Director - Finance & Administration

Date: _____

Date: _____

By: _____
William R. Frey
Interim Director of Highways

By: _____
Ellen J. Schanzle-Haskins
Chief Counsel

Date: _____

Date: _____

TIN CERTIFICATION

The COUNTY certifies that:

1. The number shown on this form is the COUNTY's correct taxpayer identification number (or the COUNTY_) is waiting for a number to be issued to them), and
2. The COUNTY is not subject to backup withholding because: (a)the COUNTY is exempt from backup withholding, or (b) the COUNTY has not been notified by the Internal Revenue Service (IRS) that the COUNTY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the COUNTY no longer subject to back-up withholding , and
3. The COUNTY's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien)

Taxpayer Identification Number: _____

Legal Status

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Government |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral home /Cemetery |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> D= Disregarded entity |
| | <input type="checkbox"/> C= Corporation |
| | <input type="checkbox"/> P= Partnership |

EXHIBIT A



Local Agency-State Jurisdictional Transfer

Local Agency		Type of Systems Transfer	
Municipality: Lake County		Type 1	Type 2
Township/Road District:		From: State Highway System	From: Local Highway System
County: Lake		To: Local Highway System	To: State Highway System
Section Number: 65-RS-1		Indicate Type of Systems Transfer: Type 1	

The above local agency, and the State of Illinois, acting by and through its Department of Transportation, agree to transfer the jurisdiction of the designated location in the manner indicated above under **Type of Systems Transfer**.

Location Description

Name Cedar Lake Road Route _____ Length approx. 5.726 L.F. (1.0845 mile)
Termini From the north edge of pavement of Illinois Route 120 to approx. 5.726 linear feet to the north and east to the west edge of pavement of North Cedar Lake Road, in its entirety. in its entirety.

This transfer does does not include Structure No. _____

The transfer does does not include a transfer to land rights (4-508). If it does, attach letter of intent approved by the Department.

WHEREAS, the authority to enter into this contract is granted the STATE by Section 4-409 of the Illinois Highway Code and the authority to make changes in the State Highway System is granted the State under Section 2-101 of the Illinois Highway Code.

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1 and a copy of the ordinance as Addendum No. 2, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1 and a copy of the resolution as Addendum No. 2, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township/Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code and said Highway Commissioner shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1, and

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective 21 calendar days after:

(check one)

- | | |
|--|--|
| <input type="checkbox"/> Final Inspection by the State (Type) | <input checked="" type="checkbox"/> Execution of Agreement |
| <input type="checkbox"/> Acceptance by the State | <input type="checkbox"/> Approval of Land Conveyance |
| | <input type="checkbox"/> Other: _____ |

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this jurisdictional transfer.

Supplement Addendum No. 1 (Location Map) and Location No. 2 (Ordinance)
(Insert supplement numbers of letters and page numbers, if applicable.)

IT IS FURTHER AGREED, that the provisions of this jurisdictional transfer shall be binding and inure to the benefit of the parties hereto, their successors and assigns.

EXHIBIT A
ADDENDUM NO. 1

