

JURISDICTIONAL TRANSFER AGREEMENT

This Agreement is entered into this _____ day of _____, A.D., 2025 by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and the VILLAGE OF HOMEWOOD, in Cook County, the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH

This AGREEMENT will be identified as:

- STATE Job Number ____ - ____ - ____ - and VILLAGE Section ____ - ____ - ____ -JT, and
- PPS Number ____ - ____ - ____ (FY ____)

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

I. THE VILLAGE AGREES:

1. Funds received through this AGREEMENT will be deposited into the VILLAGE'S Motor Fuel Tax account and expended in accordance with Motor Fuel Tax standards, policies, and procedures.
2. If applicable, to maintain, for a minimum of three (3) years after the completion of any contracts, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General or other STATE auditors; and the VILLAGE agrees to cooperate fully with any audit conducted by the Auditor General or other STATE auditors and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. The jurisdiction and maintenance of any projects, in which these funds are expended on, will remain the responsibility of the VILLAGE.
4. To accept jurisdiction and maintenance 21 days after execution of this AGREEMENT of the following section of highway in its present condition:
 - Road A from Point B to Point C, in its entirety, as described in Exhibit A (BLR 05210 form), attached hereto and made a part hereof.

II. IT IS MUTUALLY AGREED:

1. The STATE agrees to pay the VILLAGE a lump sum total of \$12,000.00 (twelve thousand dollars) upon execution of this AGREEMENT.
2. 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.
3. This AGREEMENT shall be binding upon and inure to the benefits of the parties, their successors, and assigns.
4. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

Executed by the VILLAGE, the

VILLAGE OF HOMEWOOD

_____ day of _____, 2025

Village President

ATTEST:

Village Clerk

(SEAL)

By execution of this agreement and under penalties of perjury, the VILLAGE certifies that its correct Federal Taxpayer Identification Number (TIN) is 36-005933 and that it is doing business as a government entity.

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

This Agreement executed on this _____ day of _____, 2025.

BY:

_____, Secretary, Illinois Department of Transportation

Date

_____, Director of Highways/Chief Engineer

_____, Chief Counsel

_____, Director of Finance & Administration