

**TERM SHEET  
COOPERATIVE AGREEMENTS BETWEEN  
ORANGE COUNTY TRANSPORTATION AUTHORITY AND LOCAL AGENCIES FOR  
BICYCLE CORRIDOR IMPROVEMENT PROGRAM PROJECTS**

The Cooperative Agreement defines the roles and responsibilities related to funding between the Orange County Transportation Authority (OCTA) and Local Agency for project approval and environmental documentation, preliminary engineering, engineering, right-of-way acquisition, and/or construction for projects selected for funding through the 2019 Bicycle Corridor Improvement Program (BCIP) call for projects (Call).

The agreement includes the following terms:

1. The BCIP is funded with federal Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds.
2. The amount of CMAQ and local funds provided by Local Agency is defined by phase of work. OCTA and Local Agency agree that availability of CMAQ funds is contingent upon funding being available through the Fixing America's Surface Transportation Act, a continuing resolution or a new federal transportation act, and PROJECT maintaining its eligibility for this funding.
3. California Department of Transportation (Caltrans) and Federal Highways Administration authorization is required following OCTA's amendment to the Federal Transportation Improvement Program, and in order to proceed or commence each phase of PROJECT for performance under the cooperative agreement.
4. The Local Agency must meet certain timeline requirements or is at risk to lose the funds.
5. The Local Agency shall comply with all local, state, and federal project delivery requirements including, but not limited to, Disadvantaged Business Enterprise, American with Disabilities Act, and Buy America provisions.
6. Local Agency shall invoice Caltrans, at minimum, once every six months.
7. Local Agency shall submit semi-annual status reports on the PROJECT and OCTA shall report to the OCTA Board of Directors on status of the PROJECT.
8. Local Agency agrees that any cost overruns shall be the responsibility of Local Agency.
9. OCTA and Local Agency shall maintain a complete set of records in accordance with generally accepted accounting principles. Upon reasonable notice, Local Agency shall permit the authorized representatives of OCTA to inspect and audit all work, materials, payroll, books, accounts, and other data and records of Local Agency for a period of four years after final payment, or until any on-going audit is completed.