

**BLOOMFIELD STREET REHABILITATION
PUBLIC WORKS PROJECT NO. 2005-01**

JOINT PARTICIPATION AGREEMENT

30703

THIS AGREEMENT, dated this 14th day of November 2005, for purposes of identification, is made and entered into by and between the CITY OF CYPRESS, a municipal corporation, hereinafter referred to as "CYPRESS", and CITY OF LONG BEACH, a municipal corporation, hereinafter referred to as "LONG BEACH".

WITNESSETH

WHEREAS, CYPRESS is contemplating the rehabilitation of the surface of Bloomfield Street in the City of Cypress (hereinafter the "PROJECT"); and

WHEREAS, a portion of Bloomfield Street within the area of PROJECT is located within the boundaries of the City of LONG BEACH (hereinafter "LONG BEACH PORTION"); and

WHEREAS, LONG BEACH desires to have CYPRESS rehabilitate the LONG BEACH PORTION of Bloomfield Street as an adjunct to the PROJECT and CYPRESS is willing to do so.

NOW, THEREFORE, IN CONSIDERATION OF THE FOLLOWING PROMISES, COVENANTS AND CONDITIONS, THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. DUTIES OF CYPRESS

a. If CYPRESS, having no obligation to do so, determines to undertake the PROJECT, then CYPRESS shall include the LONG BEACH PORTION as a part thereof, include it in the public works contract and oversee and administer the PROJECT in the LONG BEACH PORTION in the same manner and to the same extent as the portion located in Cypress. If CYPRESS determines not to proceed with the PROJECT, this Agreement shall terminate on receipt of notice by LONG BEACH from CYPRESS. CYPRESS shall pay the design, project management, and inspection costs of the PROJECT.

b. Cypress City Engineer shall provide the Long Beach City Engineer a copy of the PROJECT Plans and Specifications for his approval. If the Long Beach City Engineer objects thereto and if the objections cannot be overcome through discussions, the LONG BEACH PORTION shall be deleted from the PROJECT and this Agreement shall terminate on notice from LONG BEACH to CYPRESS.

2. DUTIES OF LONG BEACH

a. LONG BEACH shall pay CYPRESS for the actual cost of the work on LONG BEACH PORTION based upon unit prices bid and quantities actually used on the LONG BEACH PORTION. The estimated construction cost of the LONG BEACH PORTION is \$102,255. LONG BEACH shall pay CYPRESS an amount equal to 100% of the cost of the LONG BEACH PORTION, upon approval of the work by LONG BEACH.

b. LONG BEACH agrees that any permits required from CYPRESS's contractor to perform the LONG BEACH PORTION of the work shall be issued at no cost to CYPRESS or CYPRESS's contractor. Contractor shall defend, indemnify, and hold LONG BEACH harmless and name LONG BEACH as an additional insured.

c. LONG BEACH agrees to cooperate fully with CYPRESS and CYPRESS's contractor in the prosecution of the work, traffic control and related matters.

d. LONG BEACH acknowledges that CYPRESS is not the contractor on the work and that CYPRESS does not warrant the work; provided, however, LONG BEACH shall be entitled to the same warranty and other rights provided to CYPRESS in the construction contract and as provided by law.

e. LONG BEACH shall pay CYPRESS the cost of any change orders pertaining to the LONG BEACH PORTION provided they have been approved by the City Engineer of LONG BEACH.

3. ENTIRE AGREEMENT

This writing constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all oral or written representations or written agreements which may have been entered into between the parties. No modification or revision shall be of any force or effect, unless the same is in writing and executed by the parties hereto.

4. ASSIGNMENT

Neither LONG BEACH nor CYPRESS may assign or transfer its rights of obligations under this Agreement, or any part thereof, without the written consent of the other party.

5. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. If any portion of this Agreement is held invalid under any applicable statute or rule of law, then such portion only shall be deemed invalid.

6. NO WAIVER

No waiver or failure to exercise any right, option or privilege under the terms of this Agreement on any occasion shall be construed to be a waiver of any other right, option or privilege on any other occasion.

7. NO THIRD PARTY RIGHTS

The parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established herein.

8. NOTICES

Notices and communication concerning this Agreement shall be sent to the following addresses:

CYPRESS

City of Cypress
Attention: City Clerk
5275 Orange Avenue
Cypress, CA 90630

LONG BEACH

City of Long Beach
Attention: City Engineer
333 West Ocean Boulevard
Long Beach, CA 90802


Either party may, by notice to the other party, change the address specified above. Service of notice or communication shall be complete, if personally delivered, or five (5) days after deposit of said notice or communication in the U.S. mail.

9. EFFECTIVE DATE

The effective date of this Agreement shall be November 14, 2005. This Agreement shall terminate when construction of the Project is complete, as determined by the filing of a Notice of Completion, and when LONG BEACH has paid the amount due to CYPRESS under Section 2.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

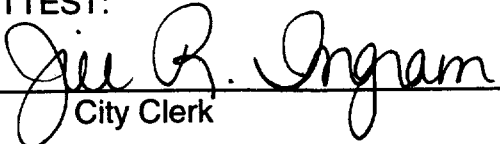
CITY OF CYPRESS
A municipal corporation

By 
City Manager

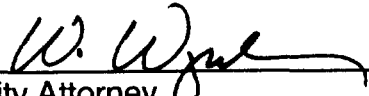
DATE OF EXECUTION:

11/14/05


ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

CITY OF LONG BEACH

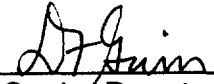
By 
City Manager

DATE OF EXECUTION:

10/28/05

APPROVED AS TO FORM:

Robert E. Shannon, City Attorney

By  10/26/05
Senior Deputy