

COOPERATIVE AGREEMENT FOR DISASTER-RELATED DEBRIS MANAGEMENT SERVICES

THIS AGREEMENT made and entered into this __ day of _____, 2024, by and between the City of Huntington Beach - 2000 Main St, Huntington Beach, CA 92648, a Charter City of the State of California (hereinafter referred to as “City”).

WITNESSETH

WHEREAS, on September 21, 2021, Orange County, California and the Orange County Flood Control District entered into a contract with DRC Pacific, Inc. (hereinafter referred to “Contractor” or “DRC”), designated as Contract No. MA-080-22010092, for Disaster-Related Debris Management Services after a competitive bidding process (hereinafter referred to as the “OC Contract”); and

WHEREAS, the OC Contract at page 12 of 55, paragraph 16, allows the provisions and pricing of the OC Contract to be extended to other California local or state governmental entities; and

WHEREAS, the City wishes to utilize the pre-negotiated prices and terms of the OC Contract; and,

WHEREAS, it is in the public interest of the City to provide the expedient management of disaster-related debris management throughout the City and to provide recovery technical assistance to the appointed and elected officials resulting from a natural or manmade disasters; and

WHEREAS, Contractor has the experience, equipment, manpower, general ability and resources, as well as the necessary permits and licenses to perform all related disaster-debris management and other related services; and

WHEREAS, for greater economy and efficiency and to benefit its citizens, the City wishes to contract DRC to provide the City with those services as set forth in the OC Contract.

NOW, THEREFORE, the City and DRC, each through their authorized representative/official, agree as follows:


1. The recitals above form part of this agreement.
2. The OC Contract is adopted and incorporated herein by reference its entirety and forms part of this agreement.
3. DRC assumes toward the City all obligations that DRC assumes toward Orange County, California and the Orange County Flood Control District under the OC Contract.
4. City assumes toward DRC all obligations that Orange County, California and the Orange County Flood Control District assume toward DRC under the OC Contract.
5. DRC shall hold harmless the City from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of the OC Contract.

IN WITNESS WHEREOF, and as the duly authorized act of the governing bodies, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and to be attested by their respective Clerks the day and year first above written.
CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California

Mayor

City Clerk

INITIATED AND APPROVED:



Director of Public Works

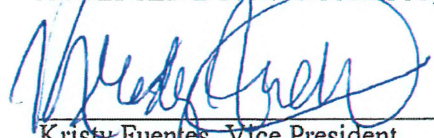
REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

City Attorney *pe*

ACCEPTED BY: DRC PACIFIC, INC.



Kristy Fuentes, Vice President,
Secretary, Treasurer

IN WITNESS WHEREOF, and as the duly authorized act of the governing bodies, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and to be attested by their respective Clerks the day and year first above written.
CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California

Mayor

City Clerk

INITIATED AND APPROVED:



Director of Public Works

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:



City Attorney pe

ACCEPTED BY: DRC PACIFIC, INC.

Kristy Fuentes, Vice President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by "your work" for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured's sole negligence.

B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of "your work" performed under a designated project or contract with that person(s) or organization(s).

C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers 2000 Main Street Huntington Beach, CA 92648	Blanket when specifically required in a written contract with the named insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section III – Who Is An Insured within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" cause, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

3. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
4. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers 2000 Main Street Huntington Beach, CA 92648	Blanket when specifically required in a written contract with the named insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. **Section III – Who Is An Insured** within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".