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
Mayor
City Clerk
INITIATED AND APPROVED:
Director of Public Works
REVIEWED AND APPROVED:
City Manager
APPROVED AS TO FORM:
City Attorney OL
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:
All
Director of Public Works
REVIEWED AND APPROVED:
City Manager
APPROVED AS TO FORM:
Michiel
City Attorney
ACCEPTED BY: DRC PACIFIC, INC
Kristy Fuentes, Vice President



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

lf	IPORTANT: If the certificate holder in SUBROGATION IS WAIVED, subject ils certificate does not confer rights t	to ti	ne tei	ms and conditions of th	ne poli	cy, certain p	olicies may			
	DUCER	0 1110	COIL	mode noted in the of st	CONTA	CT Tumer Mun	nhv			
McC	riff Insurance Services, LLC				PHONE	713-977	-9075	FAX :	/13-877	-8974
	00 Katy Freeway, #400 ston, TX 77043				PHONE (A/C, No. Ext): 713-877-8975 FAX (A/C, No): 713-877-8974 E-MAIL ADAIL (A/C, No): 713-877-8974					-007-7
1100	aidii, 17 77040				ADDRE	ss: wmer.murp	пу@тсдпп.со	M		
						INS	URER(S) AFFOR	RDING COVERAGE		NAIC#
					INSURE	RA:Crum & Fo	orster Specialty	Insurance Company		44520
INSU	RED C Pacific, Inc.				INSURER B :United States Fire Insurance Company 211					21113
P.O	Box 17017				INSURER C :Texas Mulual Insurance Company					22945
Galveston, TX 77552					INSURER D : Argonaut Insurance Company					19801
					INSURER E :					
					INSURE	RF:				
CO	VERAGES CER	TIFI	CATE	NUMBER:VZ24GTSP				REVISION NUMBER:		
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INSR LTR A	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER ECG107202		POLICY EFF (MM/DD/YYYY) 03/31/2024	(MM/DD/YYYY) 03/31/2025	LIMITS		5 000 000
^	X COMMERCIAL GENERAL LIABILITY			LOG 107 ZUZ		0010112024	03/3/1/2023	EACH OCCURRENCE	\$	5,000,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	200,000
								MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	5,000,000
	POLICY X PRO-								\$	5,000,000
	OTHER:	<u> </u>	<u> </u>	1007710770		0010110001	0010110005	1	\$	
В	AUTOMOBILE LIABILITY			1387748556		03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Es scident)	\$	1,000,000
	X ANY AUTO							BODILY INJURY (Per person)	\$	
	OWNED AUTOS ONLY HIRED SCHEDULED AUTOS NON-OWNED							BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
			l						\$	
Α	UMBRELLA LIAB X OCCUR			EFX125034		03/31/2024	03/31/2025	EACH OCCURRENCE	\$	5,000,000
	X EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	5,000,000
	DED RETENTIONS	1		"					\$	
۵۵	WORKERS COMPENSATION			0001307608 TX		03/31/2024	03/31/2025	X PER OTH-		
D	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE TO SHARE THE PROPRIETOR OF THE PROPRIETOR			929088471754 OS				E.L. EACH ACCIDENT	s	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	l						\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	s	1,000,000
	DESCRIPTION OF OPERATIONS BOOM	 	 					C.C. DOCATOC TO COLOT CHAM	\$	
									\$ \$	
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DES	 CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES //	CORD	101. Additional Remarks Schedul	e, may he	attached if more	apace is requir	ed)	<u> </u>	+
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	By:									
	MICHAEL E. GATES									
	CITY ATTORNEY							1		
	CITY OF HUNTINGTON BEACH									
CE	RTIFICATE HOLDER				CANC	ELLATION				
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEI THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERE ACCORDANCE WITH THE POLICY PROVISIONS.									
Cit	Of Huntington Beach				AUTHO	RIZED REPRESE	NTATIVE	54.4.4.	10	$\overline{}$
2000 Main Street						R	Michael Breed	llow	e, JR	
Huntington Beach, CA 92648					l					//

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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:

- 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.

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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					
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".

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