

36170

EMERGENCY OCCUPANCY AGREEMENT

BETWEEN

CITY OF LONG BEACH AND VIMAL, INC.

THIS EMERGENCY OCCUPANCY AGREEMENT ("Agreement") is made and entered into this 13th day of January, 2022, by and between CITY OF LONG BEACH, hereinafter called "CITY", and VIMAL, INC., DBA Hyland Inn, a California corporation, hereinafter called "OWNER", without distinction as to number or gender, collectively referred to herein as "Parties."

WHEREAS, this Agreement is entered into pursuant to the Governor's State of Emergency Proclamation dated March 4, 2020 and Executive Order N-25-20, in response to COVID-19, and is directly related to that emergency and necessary for the preservation of public health and safety.

DESCRIPTION

1. The OWNER hereby authorizes CITY and CITY hereby hires from OWNER those certain premises "AS IS" with appurtenances situated in the City of Long Beach, State of California, and more particularly described as follows:

A. The Hyland Inn (26 Rooms) located at 2471 LONG BEACH BLVD., LONG BEACH, CA 90806, and including all except three of the designated parking spaces contiguous to the subject hotel building, and unlimited use of the building's common facilities. CITY shall have exclusive access to and use of all rooms set forth in this Agreement twenty-four (24) hours per day, seven (7) days per week with no exceptions.

TERM

2. The term of this Agreement shall commence on January 19th, 2022, and shall continue for a term of two (2) months, with the option to extend month to month for up to an additional three (3) months with such rights of termination as may be hereinafter expressly set forth.

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1 TERMINATION

2 3. CITY may terminate this Agreement at any time by giving written
3 notice to OWNER at least thirty (30) days prior to the date when such termination shall
4 become effective. OWNER may terminate this Agreement at any time by giving written
5 notice to CITY at least thirty (30) days prior to the date when such termination shall become
6 effective. If CITY fails to complete its move out within the notice period and remains in the
7 premises, additional rent shall be paid on a daily basis, based on the actual number of days
8 CITY occupies the premises following the effective date of termination. Any such payments
9 for additional rent shall be limited to the actual number of rooms occupied by CITY following
10 the effective date of termination.

11 RENT

12 4. Rental payments shall be paid by CITY, from legally available funds
13 and subject to the California Constitution, in arrears on the last day of each month during
14 said term as follows:

15 **THE DAILY RATE SHALL BE THREE THOUSAND TWO HUNDRED AND FIFTY AND**
16 **00/100 DOLLARS (\$3,250.00) DURING THE TERM OF THIS AGREEMENT.**

17 OWNER shall provide a monthly invoice to CITY at the address below based on the above
18 listed daily rate multiplied by the number of days occupied in that month. CITY shall also
19 reimburse for any cancelation fees and any relocation bookings that are in excess of the
20 proration of the daily motel rent per room of \$125.00. OWNER is required to submit
21 documentation showing any fee or relocations being submitted for reimbursement. Invoice
22 must be submitted by the fifth business day of the following month. Rental shall be paid to
23 OWNER at the address specified in Paragraph 5 or to such other address as OWNER may
24 designate by a notice in writing.

25 Invoices to CITY shall be sent to:

26 City Of Long Beach

27 Attn: City Manager

28 411 West Ocean Blvd., 10th Floor

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1 Long Beach, CA 90802

2 **NOTICES**

3 5. All notices and correspondence herein provided to be given, or which
4 may be given by either party to the other, shall be deemed to have been fully given when
5 made in writing and either: 1) deposited in the United States Mail, certified and postage
6 prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or
7 similar) with receiver's signature required; and addressed as follows:

8 **To OWNER:**

9 Vimal, Inc, DBA Hyland Inn

10 c/o Vimal Patel

11 727 S. Brea Blvd.

12 Brea, CA 92821-5310

13 **To CITY:**

14 City Of Long Beach

15 Attn: City Manager

16 411 West Ocean Blvd., 10th Floor

17 Long Beach, CA 90802

18 **ALL NOTICES AND CORRESPONDENCE MUST REFERENCE**

19 **CITY AND PREMISES ADDRESS**

20 Nothing herein contained shall preclude the giving of any such written notice by
21 personal service. The address to which notices and correspondence shall be mailed to either party
22 may be changed by giving written notice to the other party.

23 **PARKING**

24 6. Parking spaces, upon commencement of this Agreement, shall be
25 unobstructed and completely accessible for CITY'S use.

26 **SERVICES, UTILITIES, AND SUPPLIES**

27 7. OWNER, at OWNER'S sole cost and expense, shall furnish normal
28 and standard hotel operation functions including but not limited to the following services,

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1 utilities, and supplies to the area occupied by CITY, and also to the "common" building
2 areas (if any) such as lobbies, elevators, stairways, corridors, etc., if any:

3 A. Sewer, trash disposal, pest control and water service, including
4 both hot and cold water to the lavatories.

5 B. Elevator (if any) service.

6 C. Electricity and/or gas as necessary to provide power for
7 heating, ventilating, and air conditioning, and electrical or gas service as needed for
8 CITY'S operations.

9 D. Pool, pool area, and pool equipment, if any.

10 E. Linen/terry and toiletries.

11 All housekeeping/janitorial services shall be provided by the CITY through a
12 bonded and insured cleaning agency and shall be provided in accordance with any
13 applicable, current health and safety protocols established by public health officials. All
14 laundry linen/terry shall be furnished and laundered through the OWNER, while the CITY
15 will collect soiled linen/terry for laundering services and will restock fresh linen/terry for
16 each room.

17 In the event of failure by OWNER to furnish any of the above services or
18 utilities in a satisfactory manner, CITY may furnish the same at its own cost; and, in addition
19 to any other remedy CITY may have, may deduct the amount thereof, including CITY'S
20 administrative costs, from the rent that may then be, or thereafter become due hereunder.

21 REPAIR AND MAINTENANCE

22 8. During the term of this Agreement, OWNER shall maintain the
23 occupied premises in good repair and tenantable condition.

24 ASSIGNMENT

25 9. The CITY shall have the ability to assign this Agreement.

26 QUIET POSSESSION

27 10. The OWNER agrees that CITY, while keeping and performing the
28 covenants herein contained, shall at all times during the existence of this Agreement,

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1 peaceably and quietly have, hold, and enjoy the occupied premises without suit, trouble,
2 or hindrance from OWNER or any person claiming under OWNER.

3 **SUBROGATION WAIVED**

4 11. To the extent authorized by any fire and extended coverage insurance
5 policy issued to OWNER on the herein occupied premises, OWNER hereby waives the
6 subrogation rights of the insurer, and releases CITY from liability for any loss or damage
7 covered by said insurance.

8 **FAIR EMPLOYMENT PRACTICES**

9 12. During the performance of this Agreement, OWNER shall not deny
10 benefits to any person on the basis of religion, color, ethnic group identification, sex, age,
11 physical or mental disability, nor shall they discriminate unlawfully against any employee
12 or applicant for employment because of race, religion, color, national origin, ancestry,
13 physical handicap, mental disability, medical condition, marital status, age, or sex.
14 OWNER shall ensure that the evaluation and treatment of employees and applicants for
15 employment are free of such discrimination.

16 OWNER shall comply with the provisions of the Fair Employment and
17 Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated
18 thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions
19 of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government
20 Code, Sections 11135-11139.8), and the regulations or standards adopted by the awarding
21 CITY to implement such article.

22 **HOLDING OVER**

23 13. In the event CITY remains in possession of the premises after the
24 expiration of the Agreement term, or any extension or renewal thereof, this Agreement shall
25 be automatically extended on a month to month basis, subject to a ten day (10) day
26 termination notice by CITY and otherwise on the terms and conditions herein specified, so
27 far as applicable. If CITY fails to vacate the premises within the notice period and remains
28 for an extended period, additional rent shall be paid and prorated on a thirty (30) day month,

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1 based on the actual number of days CITY occupies the premises following the effective
2 date of termination. Any such payments for additional rent shall be limited to the actual
3 number of rooms occupied by the state following the effective date of termination.

4 **SURRENDER OF POSSESSION**

5 14. Upon termination or expiration of this Agreement, CITY will peacefully
6 surrender to OWNER the occupied premises in as good order and condition as when
7 received, except for reasonable use and wear thereof and damage by earthquake, fire,
8 public calamity, the elements, acts of God, or circumstances over which CITY has no
9 control or for which OWNER is responsible pursuant to this Agreement.

10 **TIME OF ESSENCE, BINDING UPON SUCCESSORS**

11 15. Time is of the essence of this Agreement, and the terms and
12 provisions of this Agreement shall extend to and be binding upon and inure to the benefit
13 of the heirs, executors, administrators, successors, and assigns to the respective parties
14 hereto. All of the parties hereto shall be jointly and severally liable hereunder.

15 **NO ORAL AGREEMENTS**

16 16. It is mutually understood and agreed that no alterations or variations
17 of the terms of this Agreement shall be valid unless made in writing and signed by the
18 parties hereto, and that no oral understanding or agreement not incorporated herein, shall
19 be binding on any of the parties hereto.

20 **INSURANCE**

21 17. The following insurance requirements apply to this Agreement:

22 A. Concurrent with the execution of this Agreement and as a
23 condition of obtaining occupancy of the premises, City shall maintain the following
24 types of self- insurance at City's sole expense for the duration of this Agreement,
25 including any extensions, renewals, or holding over thereof:

26 i. Commercial general liability self-insurance equivalent in
27 coverage scope to ISO form CG 00 01 10 93 in an amount not less than One
28 Million Dollars (\$1,000,000) per occurrence and Two Million Dollars

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(\$2,000,000) annual aggregate.

ii. All Risk property insurance in an amount sufficient to cover the full replacement value of City's personal property, improvements and equipment on the Premises.

iii. Workers' compensation insurance required by the State of California and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) per accident or occupational illness. City agrees to right of subrogation against the Owner.

iv. With respect to damage to property, City and Owner hereby waive all rights of subrogation, one against the other, but only to the extent that collectible commercial insurance is available for said damage.

B. Concurrent with the execution of this Agreement and as a condition of obtaining occupancy of the premises, Owner shall procure and maintain the following types of insurance at Owners sole expense for the duration of this Agreement, including any extensions, renewals, or holding over thereof, from insurance companies that are admitted to write insurance in the State of California or from authorized non-admitted insurers that have ratings of or equivalent to an A:VIII by A.M. Best Company:

i. Commercial general liability insurance equivalent in coverage scope to ISO form CG 00 01 10 93 in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. Such coverage shall include but is not limited to broad form contractual liability coverage, cross liability protection, products and completed operations, and, if applicable, garage keepers legal liability. The City of Long Beach, its officials, employees, and agents shall be added as additional insureds by endorsement equivalent in coverage scope to ISO form CG 20 26 11 85 and such endorsement shall protect the City, its officials, employees, and agents from and against claims, demands, causes

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of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the City or from maintenance or use of the Premises. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents.

ii. All Risk property insurance in an amount sufficient to cover the full replacement value of all buildings and structural improvements erected on the premises.

iii. All Risk property insurance in an amount sufficient to cover the full replacement value of Owner's personal property, improvements and equipment on the premises.

iv. Workers' compensation insurance required by the State of California and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) per accident or occupational illness. Owner agrees to obtain and furnish evidence to City of the waiver of Lessee's workers' compensation insurance carrier of any right of subrogation against the City.

v. With respect to damage to property, Lessor and Lessee hereby waive all rights of subrogation, one against the other, but only to the extent that collectible commercial insurance is available for said damage.

vi. Any self-insurance program or self-insured retention must be approved separately in writing by Lessor and shall protect the City of Long Beach, its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions.

vii. Any insurance or self-insurance maintained by Owner shall be excess to and shall not contribute to insurance or self-insurance maintained by City.

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1 C. Such insurance as required herein shall not be deemed to limit
2 either party's liability relating to performance under this Agreement. The procuring
3 of insurance shall not be construed as a limitation on liability or as full performance
4 of the indemnification and hold harmless provisions of this Agreement.

5 **HAZARDOUS SUBSTANCE**

6 18. CITY agrees that it will comply with all applicable laws existing during
7 the term of this Agreement pertaining to the use, storage, transportation, and disposal of
8 any hazardous substance as that term is defined in such applicable law. In the event a
9 government order is issued naming CITY or CITY incurs any liability during or after the
10 term of the Agreement in connection with contamination which pre-existed CITY'S
11 obligations and occupancy under this Agreement or which were not caused by CITY,
12 OWNER shall hold harmless, indemnify, and defend CITY in connection therewith and shall
13 be solely responsible as between CITY and OWNER for all efforts and expenses thereto.

14 **RESTORATION OF PREMISES**

15 19. Upon termination of this Agreement, OWNER agrees that the
16 equipment installed by CITY shall be and remain the property of CITY, and CITY shall
17 remove such property when vacating the premises. CITY shall restore all surfaces,
18 including floors and walls, to the condition existing prior to its installation, including repair
19 of damaged floor tile and patching and repainting damaged wall surfaces to match adjacent
20 existing surfaces. CITY shall clean the premises per the current health and safety
21 protocols established by public health officials, immediately prior to vacating the premises.

22 **ACCESS**

23 20. OWNER shall allow CITY or its agents to enter the premises as of 8:00
24 A.M. on January 19, 2022, to stage and prepare the premises for occupants, or other
25 parties, or for any other purpose CITY deems necessary.

26 **INDEMNIFICATION**

27 21. The CITY agrees to indemnify and hold harmless OWNER to the
28 extent authorized by Government Code Section 14662.5 and agrees to repair or pay for

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1 any damage proximately caused by reason of CITY'S use of the premises during the term
2 of this agreement, except to the extent that any such damages suffered by OWNER are
3 the result of OWNER'S negligent or wrongful acts or the acts of any persons acting under
4 or on behalf of OWNER and/or where CITY is found to have no liability by reason of any
5 immunity arising by statute or common law in connection with the fulfillment of CITY'S
6 constitutional and statutory public responsibilities.

7 OWNER agrees to indemnify and hold harmless CITY in the event of any
8 claim, demand, cause of action, judgments, obligations, or liabilities, and all reasonable
9 expenses which CITY may suffer as direct and proximate result of the negligence or other
10 wrongful act or violation of law by OWNER, its employees, or any person or persons acting
11 under the direct control and authority of OWNER or its employees, in connection with
12 CITY'S occupancy of the premises under and during the term of this agreement except to
13 the extent that any such damages or expenses suffered by CITY are the result of CITY'S
14 sole negligence.

15 TAXES

16 22. OWNER is solely responsible for all tax liabilities, including property
17 taxes. OWNER is not responsible for payment of Transient Occupancy Taxes (TOT) for
18 any rooms occupied by CITY for term of this agreement.

19 EXCLUSIVE USE

20 23. OWNER shall not rent or allow occupancy of any vacant rooms or
21 facilities in the hotel during the term of CITY'S occupancy of the premises.

22 OCCUPANCY OF PREMISES

23 24. OWNER and CITY understand that they shall not receive rent, fees,
24 or any other form of payments or consideration, or gifts from occupants of hotel rooms in
25 exchange for access to or use of the Premises. OWNER and CITY also understand that
26 they have not entered into any agreements with the occupants of the hotel rooms related
27 to the use of the Premises. The occupants of the hotel rooms are not persons who hire any
28 dwelling unit from OWNER or CITY within the meaning of California Civil Code section

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1 1940.

2 **REMEDIES**

3 25. In the event of a breach by OWNER of any term or provision of this
4 Agreement, CITY shall have the right to pursue all available remedies at law or equity,
5 including recovery of damages and specific performance of this Agreement. The parties
6 hereto agree that monetary damages would not provide adequate compensation for any
7 losses incurred by reason of a breach by it of any of the provisions of this Agreement and
8 hereby further agrees that, in the event of any action for specific performance in respect of
9 such breach, it shall waive the defense that a remedy at law would be adequate. Except
10 as expressly provided elsewhere in this Agreement, each party's rights and remedies under
11 this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any
12 rights or remedies otherwise available to that party.

13 **FEDERAL PROVISIONS**

14 **CLEAN AIR ACT**

15 26. The OWNER agrees to comply with all applicable standards, orders,
16 or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401
17 et seq.

18 27. The OWNER agrees to report each violation to CITY and understands
19 and agrees that CITY will, in turn, report each violation as required to assure notification to
20 the California Governor's Office of Emergency Services, Federal Emergency Management
21 Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

22 28. The OWNER agrees to include these requirements in each
23 subcontract exceeding \$150,000 financed in whole or in part with Federal assistance
24 provided by FEMA.

25 **FEDERAL WATER POLLUTION CONTROL ACT**

26 **CLEAN AIR ACT**

27 29. The OWNER agrees to comply with all applicable standards, orders,
28 or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33

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1 U.S.C. Sections 1251 et seq.

2 30. The OWNER agrees to report each violation to CITY and understands
3 and agrees that CITY will, in turn, report each violation as required to assure notification to
4 the Federal Emergency Management Agency (FEMA), and the appropriate Environmental
5 Protection Agency Regional Office.

6 31. The OWNER agrees to include these requirements in each
7 subcontract exceeding \$150,000 financed in whole or in part with Federal assistance
8 provided by FEMA.

9 **FEDERAL WATER POLLUTION CONTROL ACT**

10 32. The OWNER agrees to comply with all applicable standards, orders,
11 or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33
12 U.S.C. Sections 1251 et seq.

13 33. The OWNER agrees to report each violation to CITY and understands
14 and agrees that CITY will, in turn, report each violation as required to assure notification to
15 the Federal Emergency Management Agency (FEMA), and the appropriate Environmental
16 Protection Agency Regional Office.

17 34. The OWNER agrees to include these requirements in each
18 subcontract exceeding \$150,000 financed in whole or in part with Federal assistance
19 provided by FEMA.

20 **DEBARMENT AND SUSPENSION CLAUSE**

21 35. This Agreement is a covered transaction for purposes of 2 C.F.R. pt.
22 180 and 2 C.F.R. pt. 3000. As such OWNER is required to verify that none of OWNER, its
23 principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905)
24 are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

25 36. The OWNER must comply with 2 C.F.R. pt. 180, subpart C and 2
26 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations
27 in any lower tier covered transaction it enters into.

28 37. This certification is a material representation of fact relied upon by

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1 CITY. If it is later determined that OWNER did not comply with 2 C.F.R. pt. 180, subpart C
2 and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal
3 Government may pursue available remedies, including but not limited to suspension and/or
4 debarment.

5 38. The bidder or proposer agrees to comply with the requirements of 2
6 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and
7 throughout the period of any contract that may arise from this offer. The bidder or proposer
8 further agrees to include a provision requiring such compliance in its lower tier covered
9 transactions.

10 **BYRD ANTI- LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**

11 39. OWNER'S who apply or bid for an award of \$100,000 or more shall
12 file the required certification. Each tier certifies to the tier above that it will not and has not
13 used Federal appropriated funds to pay any person or organization for influencing or
14 attempting to influence an officer or employee of any agency, a member of Congress,
15 officer or employee of Congress, or an employee of a member of Congress in connection
16 with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §
17 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place
18 in connection with obtaining any Federal award. Such disclosures are forwarded from tier
19 to tier up to the recipient who in turn will forward the certification(s) to CITY.

20 **APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING**

21 The undersigned OWNER certifies, to the best of his or her knowledge, that:

22 A. No Federal appropriated funds have been paid or will be paid,
23 by or on behalf of the undersigned, to any person for influencing or attempting to
24 influence an officer or employee of an agency, a Member of Congress, an officer or
25 employee of Congress, or an employee of a Member of Congress in connection with
26 the awarding of any Federal contract, the making of any Federal grant, the making
27 of any Federal loan, the entering into of any cooperative agreement, and the
28 extension, continuation, renewal, amendment, or modification of any Federal

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1 contract, grant, loan, or cooperative agreement.

2 B. If any funds other than Federal appropriated funds have been
3 paid or will be paid to any person for influencing or attempting to influence an officer
4 or employee of any agency, a Member of Congress, an officer or employee of
5 Congress, or an employee of a Member of Congress in connection with this Federal
6 contract, grant, loan, or cooperative agreement, the undersigned shall complete and
7 submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance
8 with its instructions.

9 C. The undersigned shall require that the language of this
10 certification be included in the award documents for all subawards at all tiers
11 (including subcontracts, subgrants, and contracts under grants, loans, and
12 cooperative agreements) and that all subrecipients shall certify and disclose
13 accordingly.

14 This certification is a material representation of fact upon which reliance was
15 placed when this transaction was made or entered into. Submission of this certification is
16 a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352
17 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the
18 required certification shall be subject to a civil penalty of not less than \$10,000 and not
19 more than \$100,000 for each such failure.

20 The OWNER certifies or affirms the truthfulness and accuracy of each
21 statement of its certification and disclosure, if any. In addition, OWNER understands and
22 agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and
23 disclosure, if any.

24 **PROCUREMENT OF RECOVERED MATERIALS**

25 40. In the performance of this Agreement, OWNER shall make maximum
26 use of products containing recovered materials that are EPA-designated items unless the
27 product cannot be acquired—

28 A. Competitively within a timeframe providing for compliance with

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1 the contract performance schedule;

2 B. Meeting contract performance requirements; or

3 C. At a reasonable price.

4 41. Information about this requirement, along with the list of EPA-
5 designated items, is available at EPA's Comprehensive Procurement Guidelines web site,
6 <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

7 42. The OWNER also agrees to comply with all other applicable
8 requirements of Section 6002 of the Solid Waste Disposal Act.

9 **ACCESS TO RECORDS**

10 43. The following access to records requirements apply to this Agreement:

11 A. The OWNER agrees to provide CITY, the FEMA Administrator,
12 the Comptroller General of the United States, or any of their authorized
13 representatives access to any books, documents, papers, and records of OWNER
14 which are directly pertinent to this Agreement for the purposes of making audits,
15 examinations, excerpts, and transcriptions.

16 B. The OWNER agrees to permit any of the foregoing parties to
17 reproduce by any means whatsoever or to copy excerpts and transcriptions as
18 reasonably needed.

19 C. The OWNER agrees to provide the FEMA Administrator or his
20 or her authorized representatives access to construction or other work sites
21 pertaining to the work being completed under the contract.

22 D. In compliance with the Disaster Recovery Act of 2018, CITY
23 and OWNER acknowledge and agree that no language in this contract is intended
24 to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller
25 General of the United States.

26 **DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, FLAGS**

27 44. The OWNER shall not use the DHS seal(s), logos, crests, or
28 reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-

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1 approval.

2 **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

3 45. This is an acknowledgement that FEMA financial assistance will be
4 used to fund all or a portion of the contract. The OWNER will comply with all applicable
5 Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

6 **NO OBLIGATION BY FEDERAL GOVERNMENT**

7 46. The Federal Government is not a party to this Agreement and is not
8 subject to any obligations or liabilities to the non-Federal entity, contractor, or any other
9 party pertaining to any matter resulting from the contract.

10 **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED**

11 **ACTS**

12 47. The OWNER acknowledges that 31 U.S.C. Chapter 38 (Administrative
13 Remedies for False Claims and Statements) applies to the Contractor's actions pertaining
14 to this Agreement.

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1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the
2 date and year first-above written.

3
4 VIMAL, INC., DBA Hyland Inn, a California
corporation

5
6 1/12, 2022 By [Signature]
Signature
Name: Vimal Patel
Title: Owner

7
8 1/12, 2022 By [Signature]
Signature
Name: Jayvanti Patel
Title: Owner

9
10
11 "OWNER"

12
13 CITY OF LONG BEACH, a municipal
corporation

14
15 1/14, 2022 By [Signature]
City Manager EXECUTED PURSUANT

16
17 "CITY" TO SECTION 301 OF
THE CITY CHARTER.

18 This Agreement is hereby approved as to form on January 13, 2022.

19
20 CHARLES PARKIN, City Attorney

21
22 By: [Signature]
Anita Lakhani, Deputy City Attorney