

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4864

36444

EMERGENCY OCCUPANCY AGREEMENT
BETWEEN
CITY OF LONG BEACH AND VIMAL, INC.

THIS EMERGENCY OCCUPANCY AGREEMENT ("Agreement") is made and entered into this 7th day of November, 2022, by and between CITY OF LONG BEACH, hereinafter called "CITY", and VIMAL, INC., 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 to provide temporary shelters for households experiencing homelessness and/or program participants who are homeless and in need of temporary motel lodging within Long Beach.

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 November 1, 2022, and shall continue for a term of six months (6) months through April 30, 2023, with the option to extend month to month for up to an additional six (6) months with such rights of termination as may be hereinafter expressly set forth.

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TERMINATION

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

RENT

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

THE DAILY RATE SHALL BE ONE HUNDRED DOLLARS (\$100.00) WITH A TOTAL CONTRACT AMOUNT NOT TO EXCEED FOUR HUNDRED SEVENTY THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$470,600.00) DURING THE TERM OF THIS

AGREEMENT.

OWNER shall provide a monthly invoice to CITY at the address below based on the above listed daily rate multiplied by the number of days occupied in that month. CITY shall also reimburse for any cancellation fees and any relocation bookings that in excess of the proration of the daily motel rent per room of \$100.00. OWNER is required to submit documentation showing any fee or relocations being submitted for reimbursement. Invoice must be submitted by the fifth business day of the following month. Rental shall be paid to OWNER at the address specified in Paragraph 5 or to such other address as OWNER may designate by a notice in writing.

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Invoices to CITY shall be sent to:

City Of Long Beach
Attn: City Manager
411 West Ocean Blvd., 10th Floor
Long Beach, CA 90802

NOTICES

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

To OWNER:

Vimal, Inc.
c/o Vimal Patel
727 S. Brea Blvd.
Brea, CA 92821-5310

To CITY:

City Of Long Beach
Attn: City Manager
411 West Ocean Blvd., 10th Floor
Long Beach, CA 90802

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE
CITY AND PREMISES ADDRESS

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

PARKING

6. Parking spaces, upon commencement of this Agreement, shall be

1 unobstructed and completely accessible for CITY'S use.

2 **SERVICES, UTILITIES, AND SUPPLIES**

3 7. OWNER, at OWNER'S sole cost and expense, shall furnish normal
4 and standard hotel operation functions including but not limited to the following services,
5 utilities, and supplies to the area occupied by CITY, and also to the "common" building
6 areas (if any) such as lobbies, elevators, stairways, corridors, etc., if any:

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

9 B. Elevator (if any) service.

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

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

14 E. Linen/terry and toiletries.

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

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

26 **REPAIR AND MAINTENANCE**

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

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ASSIGNMENT

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

QUIET POSSESSION

10. The OWNER agrees that CITY, while keeping and performing the covenants herein contained, shall at all times during the existence of this Agreement, peaceably and quietly have, hold, and enjoy the occupied premises without suit, trouble, or hindrance from OWNER or any person claiming under OWNER.

SUBROGATION WAIVED

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

FAIR EMPLOYMENT PRACTICES

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

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

HOLDING OVER

13. In the event CITY remains in possession of the premises after the

1 expiration of the Agreement term, or any extension or renewal thereof, this Agreement
2 shall be automatically extended on a month to month basis, subject to a ten day (10) day
3 termination notice by CITY and otherwise on the terms and conditions herein specified,
4 so far as applicable. If CITY fails to vacate the premises within the notice period and
5 remains for an extended period, additional rent shall be paid and prorated on a thirty (30)
6 day month, based on the actual number of days CITY occupies the premises following
7 the effective date of termination. Any such payments for additional rent shall be limited to
8 the actual number of rooms occupied by the state following the effective date of
9 termination.

10 SURRENDER OF POSSESSION

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

16 TIME OF ESSENCE, BINDING UPON SUCCESSORS

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

21 NO ORAL AGREEMENTS

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

26 INSURANCE

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

28 A. Concurrent with the execution of this Agreement and as a

1 condition of obtaining occupancy of the premises, City shall maintain the following
2 types of self- insurance at City's sole expense for the duration of this Agreement,
3 including any extensions, renewals, or holding over thereof:

4 i. Commercial general liability self-insurance equivalent
5 in coverage scope to ISO form CG 00 01 10 93 in an amount not less than
6 One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars
7 (\$2,000,000) annual aggregate.

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

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

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

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

25 i. Commercial general liability insurance equivalent in
26 coverage scope to ISO form CG 00 01 10 93 in an amount not less than
27 One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars
28 (\$2,000,000) annual aggregate. Such coverage shall include but is not

1 limited to broad form contractual liability coverage, cross liability protection,
2 products and completed operations, and, if applicable, garage keepers legal
3 liability. The City of Long Beach, its officials, employees, and agents shall
4 be added as additional insureds by endorsement equivalent in coverage
5 scope to ISO form CG 20 26 11 85 and such endorsement shall protect the
6 City, its officials, employees, and agents from and against claims, demands,
7 causes of action, expenses, costs, or liability for injury to or death of
8 persons, or damage to or loss of property arising out activities performed by
9 or on behalf of the City or from maintenance or use of the Premises. The
10 coverage shall contain no special limitations on the scope of protection
11 afforded to the City, its officials, employees, and agents.

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

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

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

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

28 vi. Any self-insurance program or self-insured retention

1 must be approved separately in writing by Lessor and shall protect the City
2 of Long Beach, its officials, employees, and agents in the same manner and
3 to the same extent as they would have been protected had the policy or
4 policies not contained retention provisions.

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

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

13 HAZARDOUS SUBSTANCE

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

23 RESTORATION OF PREMISES

24 19. Upon termination of this Agreement, OWNER agrees that the
25 equipment installed by CITY shall be and remain the property of CITY, and CITY shall
26 remove such property when vacating the premises. CITY shall restore all surfaces,
27 including floors and walls, to the condition existing prior to its installation, including repair
28 of damaged floor tile and patching and repainting damaged wall surfaces to match

1 adjacent existing surfaces. CITY shall clean the premises per the current health and
2 safety protocols established by public health officials, immediately prior to vacating the
3 premises.

4 ACCESS

5 20. OWNER shall allow CITY or its agents to enter the premises as of
6 8:00 A.M. on November 1, 2022, to stage and prepare the premises for occupants, or
7 other parties, or for any other purpose CITY deems necessary.

8 INDEMNIFICATION

9 21. The CITY agrees to indemnify and hold harmless OWNER to the
10 extent authorized by Government Code Section 14662.5 and agrees to repair or pay for
11 any damage proximately caused by reason of CITY'S use of the premises during the
12 term of this agreement, except to the extent that any such damages suffered by OWNER
13 are the result of OWNER'S negligent or wrongful acts or the acts of any persons acting
14 under or on behalf of OWNER and/or where CITY is found to have no liability by reason
15 of any immunity arising by statute or common law in connection with the fulfillment of
16 CITY'S constitutional and statutory public responsibilities.

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

25 TAXES

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

EXCLUSIVE USE

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

OCCUPANCY OF PREMISES

24. OWNER and CITY understand that they shall not receive rent, fees, or any other form of payments or consideration, or gifts from occupants of hotel rooms in exchange for access to or use of the Premises. OWNER and CITY also understand that they have not entered into any agreements with the occupants of the hotel rooms related to the use of the Premises. The occupants of the hotel rooms are not persons who hire any dwelling unit from OWNER or CITY within the meaning of California Civil Code section 1940.

REMEDIES

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

FEDERAL PROVISIONS

CLEAN AIR ACT

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

27. The OWNER agrees to report each violation to CITY and

1 understands and agrees that CITY will, in turn, report each violation as required to assure
2 notification to the California Governor's Office of Emergency Services, Federal
3 Emergency Management Agency (FEMA), and the appropriate Environmental Protection
4 Agency Regional Office.

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

8 **FEDERAL WATER POLLUTION CONTROL ACT**

9 **CLEAN AIR ACT**

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

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

17 31. 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 **FEDERAL WATER POLLUTION CONTROL ACT**

21 32. The OWNER agrees to comply with all applicable standards, orders,
22 or regulations issued pursuant to the Federal Water Pollution Control Act, as amended,
23 33 U.S.C. Sections 1251 et seq.

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

28 34. The OWNER agrees to include these requirements in each

1 subcontract exceeding \$150,000 financed in whole or in part with Federal assistance
2 provided by FEMA.

3 **DEBARMENT AND SUSPENSION CLAUSE**

4 35. This Agreement is a covered transaction for purposes of 2 C.F.R. pt.
5 180 and 2 C.F.R. pt. 3000. As such OWNER is required to verify that none of OWNER,
6 its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §
7 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R.
8 § 180.935).

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

12 37. This certification is a material representation of fact relied upon by
13 CITY. If it is later determined that OWNER did not comply with 2 C.F.R. pt. 180, subpart
14 C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal
15 Government may pursue available remedies, including but not limited to suspension
16 and/or debarment.

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

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

23 39. OWNER'S who apply or bid for an award of \$100,000 or more shall
24 file the required certification. Each tier certifies to the tier above that it will not and has not
25 used Federal appropriated funds to pay any person or organization for influencing or
26 attempting to influence an officer or employee of any agency, a member of Congress,
27 officer or employee of Congress, or an employee of a member of Congress in connection
28 with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §

1 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place
2 in connection with obtaining any Federal award. Such disclosures are forwarded from tier
3 to tier up to the recipient who in turn will forward the certification(s) to CITY.

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

5 The undersigned [OWNER] certifies, to the best of his or her knowledge,
6 that:

7 A. No Federal appropriated funds have been paid or will be paid,
8 by or on behalf of the undersigned, to any person for influencing or attempting to
9 influence an officer or employee of an agency, a Member of Congress, an officer
10 or employee of Congress, or an employee of a Member of Congress in connection
11 with the awarding of any Federal contract, the making of any Federal grant, the
12 making of any Federal loan, the entering into of any cooperative agreement, and
13 the extension, continuation, renewal, amendment, or modification of any Federal
14 contract, grant, loan, or cooperative agreement.

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

22 C. The undersigned shall require that the language of this
23 certification be included in the award documents for all subawards at all tiers
24 (including subcontracts, subgrants, and contracts under grants, loans, and
25 cooperative agreements) and that all subrecipients shall certify and disclose
26 accordingly.

27 This certification is a material representation of fact upon which reliance
28 was placed when this transaction was made or entered into. Submission of this

1 certification is a prerequisite for making or entering into this transaction imposed by 31,
2 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who
3 fails to file the required certification shall be subject to a civil penalty of not less than
4 \$10,000 and not more than \$100,000 for each such failure.

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

9 **PROCUREMENT OF RECOVERED MATERIALS**

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

13 A. Competitively within a timeframe providing for compliance with
14 the contract performance schedule;

15 B. Meeting contract performance requirements; or

16 C. At a reasonable price.

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

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

22 **ACCESS TO RECORDS**

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

25 A. The OWNER agrees to provide CITY, the FEMA
26 Administrator, the Comptroller General of the United States, or any of their
27 authorized representatives access to any books, documents, papers, and records
28 of OWNER which are directly pertinent to this Agreement for the purposes of

1 making audits, examinations, excerpts, and transcriptions.

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

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

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

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

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

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

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

20 **NO OBLIGATION BY FEDERAL GOVERNMENT**

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

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

25 **ACTS**

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

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CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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

3
4 VIMAL, INC., a California corporation

5 11/10, 2022 By [Signature]

6 Name: Vimal Patel

7 Title: Owner

8
9 _____, 2022 By _____

10 Name: _____

11 Title: _____

12 "OWNER"

13
14 CITY OF LONG BEACH, a municipal
corporation

15 11/30, 2022 By [Signature]

16 City Manager

17 "CITY"

18 This Agreement is hereby approved as to form on November 28th, 2022.

19
20 CHARLES PARKIN, City Attorney

21 By [Signature]

22 Deputy