

Occupancy Agreement between City of Sunnyvale
And Travel Inn Hotel
For Temporary Relocation Services

This Agreement for occupancy ("Occupancy Agreement") is by and between Travel Inn Hotel ("Owner") and the City of Sunnyvale ("City"). This Occupancy Agreement is entered into in connection with the City's closure of Fair Oaks Park located at 540 N. Fair Oaks Avenue, Sunnyvale, California and the temporary relocation of unhoused City residents previously encamped at that location. The temporary relocation of unhoused individuals is consistent with preservation of public health and safety following the Governor's State of Emergency Proclamation on March 4, 2020 and Executive Order N-25-20 as well as guidance received from the CDC in response to COVID-19.

1. Premises. The Owner hereby authorizes the City to use the hotel location located at 590 N. Mathilda Ave. Sunnyvale, CA 94085 ("the Premises"), commonly known as the Travel Inn Hotel, as described as follows: no less than 18 rooms at the Travel Inn Hotel in Sunnyvale, California, including all of the tangible personal property therein, including towels and bedding, owned or leased by Owner and all the furnishings in the rooms therein. No less than thirty (30) percent of the rooms shall be made available on the ground floor to accommodate varying mobility concerns of City's guests.
2. Use of Premises. The City shall have access to and use of the Premises as set forth in this Occupancy Agreement 24 hours per day, seven days per week during the term of this Agreement.
3. Term. The term shall commence on February 26, 2021 and shall continue for a period of four (4) months. Subject to the approval of Owner, City may elect to extend the Term for up to two additional periods of thirty days each by giving Owner written notice of its desire to extend the Term. Such notice shall be provided at least thirty (30) days prior to the expiration of the current Term.
4. Termination. The City may terminate this Occupancy Agreement at any time by giving written notice to the Owner at least ten (10) days prior to the date when such termination shall become effective.
5. City Notice. Upon seven (7) days prior notice, the City may provide Owner notice of its intent for its invitees to no longer use or occupy a room. Upon the expiration of the seven (7) day notice period, the City shall no longer be responsible for payment associated with the use of that room. The City through its contracted on-site service providers will make every effort to enforce vacation of a room. Owner will use its best efforts to diligently evict a guest who will not voluntarily leave a room when requested.
6. Permitted Use. The City may use the Premises to temporarily provide housing for individuals, families, and children who lack long term, stable housing in support and

in furtherance of its goals and CDC Guidelines regarding relocation of unhoused individuals during the COVID-19 pandemic ("Permitted Use Subject to the terms of this Occupancy Agreement and any additional rules agreed to by the parties, Owner will operate the Premises as a hotel/motel with the City's invitees as its guests. The City will coordinate with Owner regarding the registration of the City's guests. The City shall provide each guest with a copy of all relevant City and County guidance for unhoused individuals issued during the COVID-19 pandemic as well as all applicable hotel guest rules and regulations.

7. City Access for On-Site Services. The City may, at its discretion, provide various on-site support services for occupants including but not limited to case management services, security, and food delivery.
8. Restroom and Meeting Room for On-Site Services. Hotel shall provide one (1) guest room at a reduced rate for the exclusive purpose of providing a workspace and restroom for City's on-site service providers. The room shall not be used for sleeping or showering purposes. The daily rate for the on-site service providers shall be in accordance with Paragraph 9 and not subject to a deposit for damages pursuant to Paragraph 10.
9. Payment. Payment shall be paid by the City on a bi-weekly basis after receipt of an invoice by the Owner for use of the Premises consistent with this Occupancy Agreement. The City and Owner hereby agree to a rate of \$80.00 per night per room rented and occupied, plus all applicable Transient Occupancy Taxes (TOT) and any other taxes regularly collected from guests due and payable pursuant to invoice approval by the City. The City and Owner shall agree on a system of accounting to reflect the rooms occupied on which dates and the rent incurred and paid with respect thereto. The guaranteed room rate shall be increased by a maximum of \$10 per day for each additional person or pet. A maximum of two (2) adults are allowed per room. In accordance with Paragraph 7, one (1) room shall be provided for exclusive use by City's on-site service providers at a rate of one-half the daily rate (\$40.00 per night). Upon execution of this Occupancy Agreement, the City will submit advanced prepayment equal to one month of eighteen (18) rooms at the guaranteed room rate. To the extent that the City's use of the Premises ends during a period of prepayment, the City shall be entitled to proportional reimbursement for the share of rooms paid for and not used.
10. Deposits for Damages. The City shall remit to Owner a deposit for physical damage to the rooms and/or Premises in the amount of \$18,000.00 ("Room Deposit"). Upon submission of an itemized list of damages, Owner may retain the portion of the Room Deposit expended in connection with repairs, replacement, and costs of cleaning above and beyond the normal course of business and normal wear and tear associated with City's guests' use of the Premises pursuant to Paragraph 1 and Paragraph 2 of this Occupancy Agreement. The City shall remit an additional deposit in the amount of \$12,000 for any other damage incurred by Owner, including lost operation costs and eviction costs ("Misc. Deposit"). Owner may draw from Misc. Deposit for its

attorney's fees and costs necessary to evict a guest refusing to leave Premises ("guest refusal"). Owner may further draw from Misc. Deposit for operating costs and damages up to the amount of the daily rate under Paragraph 9 for the first thirty (30) days of guest refusal. Should guest refusal extend beyond thirty (30) days, Owner is entitled to draw a maximum of \$109.00 per day per room per guest refusal. Owner shall make reasonable efforts to proceed with eviction. Upon notice by Owner that Misc. Deposit has fallen below \$6,000, City shall submit additional monies to Owner, however Misc. Deposit shall not exceed \$12,000. Room Deposit and Misc. Deposit shall be fully refundable to City within thirty (30) days of termination or expiration of this Occupancy Agreement. In accordance with Paragraph 7, one (1) room provided for exclusive use by City's on-site service providers shall not be subject to a Deposit.

11. Parking. Parking spaces on the premises shall be unobstructed and accessible for City's use.
12. Services. During the term of this Occupancy Agreement, Owner shall furnish the following services, utilities and supplies in connection with the City's use of the Premises which are included in the daily rate as stated in Paragraph 9:
 - a. Sewer, trash, and water service, including hot and cold water to restrooms;
 - b. Elevator service, if applicable;
 - c. Electricity and gas as necessary to provide for heating, air conditioning and/or ventilating;
 - d. Pool, pool area, pool equipment and upkeep, even if pool use is not allowed;
 - e. Landscaping;
 - f. Front desk attendant to coordinate services, utilities and supplies;
 - g. In-room housekeeping consistent with County orders, including but not limited to towels and linen service, to take place no less than once every three days for occupants staying three nights or more at the Premises;
 - h. In-room maintenance, such as repairs for electrical, plumbing, televisions, or HVAC.
13. Nature of Services. Owner shall fully communicate with its staff regarding the nature of the services provided under this Occupancy Agreement, the populations being served, and the protocols agree to by the Owner and the City. Maintenance or housekeeping service shall be conducted during regular business hours and in coordination with the City's on-site service providers.
14. Owner's Representative. City shall contact Owner's representative, Mike Patel, at 858-335-4785, or the front desk agent at 408-737-1177 for any after-hours needs between the hours of 6:00 p.m. to 8:00 a.m.
15. Maintenance. During the term of this Occupancy Agreement, Owner shall maintain the Premises in good repair.
16. Quiet Enjoyment. Owner agrees that City, while keeping and performing the covenants herein contained, shall at all times during the term of this occupancy

agreement, peaceably and quietly have, hold, and enjoy the Premises without suit, trouble or hindrance from the Owner or any person claiming under Owner.

17. Holding Over. In the event the City remains in possession of the Premises after the expiration of the Occupancy Agreement term, or any extension or renewal thereof, the continued occupancy shall be governed by the terms and conditions herein specified, so far as applicable. Nothing set forth in this Occupancy Agreement shall entitle the City to remain beyond the Term set forth above.
18. Surrender of Possession. Upon termination or expiration of this Occupancy Agreement, the City will peacefully surrender to the Owner the Premises and all Furnishings, other than consumable and disposable personal property, in as good order and condition as when received, except for reasonable use and wear thereof, or by any damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which City and its invitees have no control or for which Owner is responsible pursuant to this occupancy agreement. The City shall be responsible for leaving the rented rooms vacant, for removal of any occupants, and repair or replacement of the Premises and furnishings to the extent not left by the City as required pursuant to this paragraph.
19. Insurance. The City shall maintain or cause to be maintained the following coverage: (i) Comprehensive general and automobile liability with limits of liability not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate; (ii) workers' compensation providing statutory coverage; (iii) employer's liability with liability limits of \$1,000,000; and (iv) such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under this Occupancy Agreement. The requirements of this section may be satisfied through a self-insurance program, and upon request from Owner, the City shall furnish Owner with a certificate of coverage evidencing a program of self-insurance.
20. Notices. Notices to the Parties in connection with the occupancy agreement shall be given personally, electronically or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties as follows:

Hotel:	Travel Inn Hotel Attention: Mike Patel Phone: 408-737-1177 Address: 590 N Mathilda Ave., Sunnyvale, CA 94085 E-mail: vpatelmmd@gmail.com
--------	---

City of Sunnyvale:	Office of the City Manager Attention: Teri Silva Phone: 408-730-7910
--------------------	--

Address: 456 W. Olive Ave, Sunnyvale, CA 94086
Email: TSilva@sunnyvale.ca.gov

Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicate on the date of delivery.

21. Indemnification. The City shall indemnify, defend, and hold Owner and its members free and harmless from and against any and all claims, causes of action, losses, damage, liabilities, costs and expenses, including reasonable attorney's fees, and including claims arising from injuries or damages to persons or property, including the Premises, resulting from the sole negligence or intentional misconduct of the City or its agents, employees, or contractors. In each case this shall exclude any loss, damage, or liability that is caused by or results from the recklessness or intentional misconduct of Owner.
22. Assurance. Each party represents and warrants that it has the authority to enter into this Agreement.
23. Remedies. In the event of a breach by either party of any term or provision of this agreement, the other shall have the right to pursue all available remedies at law or in equity, including recovery of damages and specific performance of this agreement. The parties 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.
24. Entire Agreement. This Occupancy Agreement contains the entire agreement between the Parties, and no statements, promises or inducement made by either Party or the designated agent of either Party that are not in this Agreement shall be valid or binding.
25. Amendments. This Occupancy Agreement may be amended only by a written instrument signed by the Parties.
26. Venue. This agreement has been executed in, delivered in and shall be construed and enforced in accordance with the laws of the State of California. Proper venue for legal action regarding this agreement shall be in the County of Santa Clara.
27. Third Party Beneficiaries. This Occupancy Agreement does not, and is not intended to confer any rights or remedies upon any person or entity other than the parties.
28. Counterparts and Execution. This Occupancy Agreement may be executed in counterparts, and such counterparts together shall be deemed to constitute one and shall be deemed to be an original. An electronic copy of this agreement or an electronically signed agreement has the same force and effect as an agreement executed with an original ink signature.

In witness thereof, this Occupancy Agreement has been executed by the parties hereto as of the dates written below.

OWNER

CITY

Travel Inn – Shivvale LLC

City of Sunnyvale

By: 

Name: Vimal Patel

Title: Owner



Kent Steffens

City Manager

Date: 02/16/2021

Date: 2/17/2021

APPROVED AS TO FORM

Anais Aquino

Digitally signed by Anais
Aquino
Date: 2021.02.17
09:27:58 -08'00'

John A. Nagel

City Attorney

Date: _____