

**AMENDMENT TO OCCUPANCY AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND TRAVEL INN HOTEL FOR FAIR
OAKS PARK UNHOUSED MOTEL PROJECT**

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THIS AMENDMENT TO OCCUPANCY AGREEMENT, made and entered into on, hereinafter referred to as “Occupancy Agreement” between the CITY OF SUNNYVALE (“City”), a municipal corporation and Travel Inn Hotel (“Owner”), is entered into this ____ day of May, 2021.

RECITALS

WHEREAS, City and Owner entered into an agreement on February 17, 2021 to facilitate a motel program to temporarily relocate displaced City residents associated with the closure of Fair Oaks Park in Sunnyvale; and

WHEREAS, the Parties desire to amend the Occupancy Agreement in order to clarify payment of costs incurred for additional trash pick up associated with the motel program.

NOW, THEREFORE, the parties agree to amend the Occupancy Agreement as follows:

1. 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 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). Beginning May 10, 2021, pursuant to invoice submitted by Owner, the City will reimburse Owner for additional costs associated with garbage collection, in an amount not to exceed \$410.99/month through June 30, 2021, increasing to \$427.43 beginning July 1, 2021, and continuing through the term of this Occupancy Agreement. 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.
2. All of the terms and conditions of the amended Agreement not specifically modified by this Amendment shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

CITY OF SUNNYVALE, a municipal
corporation

By Teri Silva
TERI SILVA
Assistant City Manager

Dated: June 1, 2021

Approved as to Form:

John A. Nagel
for JOHN A. NAGEL
CITY ATTORNEY

TRAVEL INN - SHIVVALE LLC

By Vimal Patel
Vimal Patel, Owner

Dated: June 1st, 2021