

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION



EMPLOYEE RENTAL AGREEMENT FOR STATE PARK HOUSING

DISTRICT Monterey		UNIT NAME Big Sur Sector, Andrew Molera SP		UNIT NUMBER 491
TENANT'S NAME (first) Jesse	(middle) Joe	(last) Villasenor		
POSITION NUMBER NA	PAY FREQUENCY <input type="checkbox"/> Monthly <input type="checkbox"/> Semi-Monthly	CLASSIFICATION Monterey Co Sheriff's Officer	CBID	
BARGAINING UNIT (See Attached Addendum for Unit 7 employees)				
<input type="checkbox"/> Non-represented <input type="checkbox"/> Unit 1, 3, 4, 11, 14 or 15 <input checked="" type="checkbox"/> Unit 7 <input type="checkbox"/> Unit 9 <input type="checkbox"/> Unit 10 <input type="checkbox"/> Unit 12, 13				
FACILITY NUMBER 491-A-3-05-001		Tenancy Will Begin On: May 1, 2016		
RESIDENCE TYPE				
<input type="checkbox"/> Apartment <input type="checkbox"/> Cabin/Tent Cabin <input type="checkbox"/> Dormitory <input type="checkbox"/> Duplex/Triplex <input type="checkbox"/> House <input type="checkbox"/> Mobile Home Pad <input checked="" type="checkbox"/> Modular Home <input type="checkbox"/> Trailer Site <input type="checkbox"/> Travel Trailer <input type="checkbox"/> Mobile Home				
HOUSING CATEGORY				
<input checked="" type="checkbox"/> Not-required/Not a condition of employment <input type="checkbox"/> Required/Condition of employment				

**OCCUPANCY IS SUBJECT TO CONTINUING EMPLOYMENT WITH THE
 MONTEREY COUNTY SHERIFF'S DEPARTMENT**

1. **Identification of Landlord and Tenant.** This Agreement is made and entered into between
Jesse Villasenor, Monterey County Payor of Lease ("Tenant")
 and the Department of Parks and Recreation Big Sur Sector, Monterey District ("Landlord").
 (District)

Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

2. **Identification of Premises and Occupants.** Subject to the terms and conditions set forth in this Agreement,
 Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at
Andrew Molera State Park, 45500 Highway 1, Res. #1, Big Sur, CA 93920 California ("the premises").

The premises shall be occupied by the undersigned Tenant and the following members of their household:
Jesse Villasenor, Satrina Villasenor, Abel Villasenor, Ryan Villasenor

3. **Limits on Use and Occupancy.** The premises are to be used only as a private residence for Tenant and members
 of their household listed in Clause 2 of this Agreement, and for no other purpose without Landlord's prior written
 consent. Occupancy by any individual guest for more than fourteen days in any six-month period is prohibited
 without Landlord's written consent and shall be considered a breach of this Agreement.

4. **Defining the Term of Tenancy (Non Required Housing).** The tenancy will begin on
May 1, 2016, and shall continue thereafter from month to month. Either party may terminate this
 tenancy upon 30 days written notice to the other. Employee living in personal mobile home will be given 60 days
 written notice to move the trailer from the mobile home pad. (subject to any local rent control ordinances that may
 apply).

- 11. Fringe Benefit Taxation - Fair Market Rent.** The rental of State Park property may create an income tax liability for the Tenant under the Internal Revenue regulations.
The Department is required by Internal Revenue Service regulations to deduct taxes from the employee's salary when they receive a fringe benefit. Unless the Department has determined that the employee meets the criteria for tax exemption, the difference between the actual rent paid and the fair market rent will be reported as a fringe benefit. (DOM 2208.2)
- 12. Prohibition of Assignment and Subletting.** Tenant shall not sublet any part of the premises or assign this Agreement without the prior written consent of the Landlord.
- 13. Condition of the Premises.** Tenant agrees to: (1) keep the premises clean and sanitary and in good repair and, upon termination of the tenancy, to return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which they become aware; and (3) reimburse Landlord, for the cost of any repairs to the premises damaged by Tenant, household members, guests or invitees through misuse or neglect.
Tenant acknowledges by signing this agreement, they have examined the premises, including appliances, fixtures, carpets, drapes and paint, and have noted their condition on the Landlord/Tenant Checklist. Upon moveout, the premises will again be inspected and conditions noted and acknowledged by signing the Landlord/Tenant Checklist.
- 14. Possession of the Premises.** If, after signing this Agreement, Tenant fails to take possession of the premises, they shall still be responsible for paying rent and complying with all of the other terms of this Agreement. In the event Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, failure of prior occupants to vacate or partial or complete destruction of the premises, Tenant shall have the right to terminate this Agreement. In such event, Landlord's liability to Tenant shall be limited to the return of all sums previously paid by Tenant to Landlord.
- 15. Landlord's Access for Inspection and Emergency.** Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, supply agreed services and show the premises to prospective buyers or tenants. Except in cases of emergency, Tenant's abandonment of the premises or court order, Landlord shall give Tenant reasonable notice of intent to enter and shall enter only during regular business hours of Monday through Friday from 9:00 a.m. to 6:00 p.m. and Saturday from 10:00 a.m. to 1:00 p.m.
- 16. Extended Absences by Tenant.** Tenant agrees to notify Landlord in the event that they will be away from the premises for 30 consecutive days or more. During such absence Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for damage and needed repairs.
- 17. Prohibition Against Violating Laws and Causing Disturbances.** Tenant shall be entitled to quiet enjoyment of the premises. Tenant, members of their household, guests or invitees shall not use the premises or adjacent areas in such a way as to (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other tenant or resident.
- 18. Repairs and Alterations**
- a. Tenant shall not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. Tenant shall provide Landlord with a key or keys capable of unlocking all such authorized re-keyed or new locks as well as instructions on how to disarm any authorized altered or new burglar alarm system.
 - b. Except as provided by law or as authorized by the prior written consent of Landlord, Tenant shall not make any repairs or alterations to the premises.
 Landlord and Tenant agree to the following:
Tenant will paint inside and may deduct time (at \$10.00 per hour) from cost of rent. State Parks will pay for

19. Damage to the Premises. In the event the premises are partially or totally damaged or destroyed by fire or other cause, the following shall apply:

- a. If the premises are totally damaged and destroyed, Landlord shall have the option to (1) repair such damage and restore the premises, with this Agreement continuing in full force and effect, except that Tenant's rent shall be abated while repairs are being made; or (2) give written notice to Tenant terminating this Agreement at any time within thirty (30) days after such damage, and specifying the termination date; in the event that Landlord gives such notice, this Agreement and all of Tenant's rights pursuant to this Agreement, shall expire.
- b. Landlord shall have the option to determine that the premises are only partially damaged by fire or other cause. In that event, Landlord shall attempt to repair such damage and restore the premises within thirty (30) days after such damage. If only part of the premises cannot be used, Tenant must pay rent only for the usable part, to be determined solely by Landlord. If Landlord is unable to complete repairs within thirty (30) days, this Agreement shall expire and all of the Tenant's rights pursuant to this Agreement shall terminate at the option of either party.
- c. In the event that Tenant, members of their household, guests or invitees, in any way caused or contributed to the damage of the premises, Landlord shall have the right to terminate this Agreement at any time, and Tenant shall be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.

20. Tenant's Financial Responsibility and Renters' Insurance. Tenant agrees to accept financial responsibility for any loss or damage to personal property belonging to Tenant, members of their household, guests and invitees, caused by theft, fire, flood, earthquake or any other cause. Landlord assumes no liability for any such loss unless caused by Landlord. Landlord recommends that Tenant obtain a renter's insurance policy from a recognized insurance firm to cover Tenant's liability, personal property damage and damage to the premises.

21. Payment of Attorney Fees in a Lawsuit. In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees and court costs.

22. Additional Provisions

- a. None
- b. Additional provisions are as follows

23. **Policies.** The following policies are included and hereby incorporated as part of this agreement.

- Pets and Domesticated Farm Animals Policy
- Yards and Gardens Policy
- Home Based Occupations/Commercial Activities Policy
- Satellite Antenna Policy
- Waterbed Policy

Any violation of these policies is considered to be a violation of this Agreement and may result in termination of the lease and/or disciplinary action.

STATE HOUSING POLICY (Pets and Domesticated Farm Animals)

For the purpose of this policy "pets" refers to dogs or cats. Domesticated farm animals are prohibited unless specifically authorized by the District Superintendent or designee. Animals which remain inside the house in a cage, aquarium, or other container, are allowed.

Under the following circumstances the District Superintendent or designee may prohibit or limit the number of pets in State housing:

1. Resource management concerns.
2. Residence located in use areas where the pets could interact with the public.
3. Occupation of structures where loss of resources could occur.

When pets are permitted in State housing and associated properties, they are subject to:

- DOM, Chapter 6, Provisions Limited to Specific Units
- City/county regulations
- State Regulations including, CCR 4312 Dogs; Animals

The leash provision of CCR 4312 is exempted when the pet is within the confines of the yard as identified by the residential plot plan as follows:

1. In a fenced yard, the pet may be unattended as long as the confining structure does not permit the pet to escape and the pet does not create a disturbance (A "disturbance" means any unreasonable barking or howling, creating a menace, nuisance or inconvenience to others) or;
2. In an unfenced yard, pets may be off leash while they are under the immediate control of the owner and are not permitted to leave the yard or;
3. In a fenced or unfenced yard, runs or tie downs are permitted as long as the pet does not leave the yard boundaries or create a disturbance.

It is the Tenant's responsibility to keep the yard free of all pet/animal waste.

When Tenant is absent from their residence and pets or animals are left unattended (no responsible person on site) for more than 48 hours, a responsible party shall be identified in advance of the absence to the appropriate supervisor for the park unit in which the park residence is located.

Owners shall be responsible for damages to State housing or private property caused by their pets/animals.

STATE HOUSING POLICY (Yards and Gardens)

The employee lease agreements for all State housing shall have attached a plot plan showing

the boundaries of the yard for that housing as approved by the District Superintendent or designee.

The residents shall not conduct private residential activities such as gardening, personal property storage, etc. outside of these boundaries. The following guidelines shall apply to the defined yard area.

1. Tenant is expected to maintain their belongings and grounds surrounding their residence in a condition that is attractive and safe. Personal property will be stored out of sight of the public or other residents, except as determined to be appropriate by the District Superintendent or designee.
2. Vegetation clearance as required by fire regulations within defined yard area is the responsibility of the Tenant.
3. The planting of residential gardens including trees, shrubs, perennials, annuals and/or vegetables while generally looked upon as yard enhancements can have negative impacts on State owned facilities and the natural or cultural resources of the park unit. An example of a negative impact is the planting of non-native invasive plants that have potential for spreading in the park. Hence, changes to existing yard/garden landscapes shall be approved by the District Superintendent or designee through submission of a CEQA application by the resident employee. The CEQA application shall include a plot plan of the area to be considered showing all buildings, fences or other structures in the yard boundaries as well as the proposed location and dimensions of the garden. Any known underground service lines or systems in the yard boundaries should be shown on the drawing and labeled. Landscape plantings being considered need to be identified. The plot plan must include an arrow indicating North.
4. No Tenant shall keep an inoperable vehicle on State Park property unless it is in an enclosed garage.

STATE HOUSING POLICY (Home Based Occupations/Commercial Activities)

Home-based occupations and/or commercial activities by occupants of State-owned facilities may only be conducted from State-owned housing with prior written approval from the District Superintendent or designee when such activity is in compliance with:

1. Federal and State laws including the CCR's;
2. California State Park & Recreation Commission Policies, local and county ordinances, Local Coastal Plans, and fire district regulations; and
3. The Department's Incompatible Activities Policy.

Under the following circumstances the District Superintendent or designee may prohibit home-based occupations in State-owned housing:

1. When the activity adversely impacts the public use area because of the location of the residence, because the activity compromises the integrity of the cultural resource area, or when the activity adversely impacts a sensitive resource management area;
2. When the employee pays a flat rate utility fee and the home-based occupation or activity causes an increase in the cost of utilities to DPR;
3. When the home-based occupation or activity unreasonably disturbs, endangers or interferes with other park tenants or neighbors;
4. Where the housing is designated as "required" and the home-based occupation or activity could result in a worker's compensation liability to the State.

Any home-based occupations or commercial ventures conducted at State owned housing shall conform to the following regulations:

1. The business shall be declared on the employee lease agreement.
2. The business shall be carried on wholly indoors within the housing unit.
3. The business must be operated by a member of the household occupying the dwelling.
4. There shall be no use of show windows or display advertising visible outside the premises to attract customers or clients. Business signs shall not be displayed on State Park property or facilities.
5. There shall not be the creation of noise, odors, smoke or other nuisances to a greater degree than that normal for the neighborhood in which such use is located.
6. The business shall not generate pedestrian or vehicular traffic beyond that normal for the neighborhood in which the business is located.
7. There shall be no exterior storage of materials, supplies, products, tools or equipment.
8. The business shall require no additions or extensions to the dwelling unless approved by the District Superintendent or designee.

STATE HOUSING POLICY (Satellite Antenna)

Satellite antennas are permitted under the following guidelines:

1. Plans for installation must be approved (in writing) in advance by the District Superintendent or designee.
2. Antennas placed in areas subject to normal public use or vision must be:
 - a. Of a color that will not contrast with the surroundings.
 - b. Fenced, planted, or berm constructed to screen the appearance and to prevent public contact with the antenna.
3. Antennas are not to be installed/attached to any permanent structure such as a building or roof.
4. Vegetation management will not be undertaken to facilitate installation or improve signal reception.
5. Antenna mounting must be entirely removed and yard returned to the original condition when the employee vacates the residence.
6. Antennas will not be permitted in historic units if the residence is part of the public experience and a screening structure would compromise the unit's historic integrity.

STATE HOUSING POLICY (Waterbed)

Landlord and Tenant agree that Tenant may keep water-filled furniture in the premises, subject to the legal requirements of Civil Code Section 1940.5, key provisions of which are summarized as follows:

1. Insurance

Tenant agrees to obtain a valid waterbed insurance policy or certificate of insurance for property damage, with a minimum replacement value of \$100,000. Such insurance policy shall be furnished to Landlord prior to installation of the waterbed and shall be maintained in full force and effect until the waterbed is permanently removed from the premises.

2. Weight Limitation

The pressure the waterbed puts on the floor shall not exceed the floor's pounds per square foot weight limitation. The weight shall be distributed on a pedestal or frame which is approximately the same dimensions as the mattress itself.

3. Installation, Moving and Removal

Tenant shall install, maintain and move the waterbed in accordance with the standards of the manufacturer, retailer or state, whichever is most stringent.

4. Notice to and Inspection by Landlord

Tenant agrees to give Landlord at least 24 hours written notice of their intention to install, move or remove the waterbed, and shall allow Landlord to be present when this occurs. If anyone other than Tenant installs or moves the waterbed, Tenant shall give landlord a written installation receipt that states the installer's name, address and business affiliation.

5. Waterbed Construction Standards

The waterbed shall conform to construction standards imposed by the State Bureau of Home Furnishings and shall display a label to that effect. The waterbed must have been constructed on or after January 1, 1973.

6. Security Deposit

Landlord may increase Tenants' security deposit in an amount equal to an additional one-half month's rent.

24.

premises, including appliances, fixtures, carpets, drapes and paint, and have noted their condition on the Landlord/Tenant Checklist. Upon moveout, the premises will again be inspected and conditions noted and acknowledged by signing the Landlord/Tenant Checklist.

LANDLORD/TENANT CHECKLIST

District Name **Monterey**

Residence Address

Andrew Molera State Park, 45500 Highway 1, Res. #

Unit Number: 491

	Condition on Arrival	Condition on Departure	Estimated Cost of Repair/Replacement
LIVING ROOM			
Floors & Floor Coverings			
Drapes & Window Coverings			
Walls & Ceilings			
Light Fixtures			
Windows, Screens & Doors			
Front Door & Locks			
Smoke Detector			
Fireplace			
Other			
KITCHEN			
Floors & Floor Coverings			
Walls & Ceilings			
Light Fixtures			
Cabinets			
Counters			
Stove/Oven			
Refrigerator			
Dishwasher			
Garbage Disposal			
Sink & Plumbing			
Smoke Detector & Fire Extinguisher			
Other			
DINING ROOM			
Floors & Floor Coverings			
Walls & Ceilings			
Light Fixtures			
Windows, Screens & Doors			
Smoke Detector			
Other			

LANDLORD/TENANT CHECKLIST (continued)

	Condition on Arrival			Condition on Departure			Estimated Cost of Repair/Replacement
	Bath 1	Bath 2	Bath 3	Bath 1	Bath 2	Bath 3	
BATHROOM(S)							
Floors & Floor Coverings							
Walls & Ceilings							
Windows, Screens & Doors							
Light Fixtures							
Bathtub/Shower							
Sink & Counters							
Toilet							
Counters							
Other							
BEDROOM(S)	Bdrm 1	Bdrm 2	Bdrm 3	Bdrm 1	Bdrm 2	Bdrm 3	
Floors & Floor Coverings							
Windows, Screens & Doors							
Walls & Ceilings							
Light Fixtures							
Smoke Detector							
Other							
Other							
Other							
GARAGE							
Fire Extinguisher							
Other							
OTHER AREAS							
Heating System							
Air Conditioning							
Lawn/Garden							
Stairs and Hallway							
Patio, Terrace, Deck, etc.							
Basement							
Parking Area							
Other							
Other							

Tenant acknowledges that all smoke detectors and fire extinguishers were tested in their presence and found to be in working order, and that the testing procedure was explained to them. Tenant agrees to test all detectors at least once a month and to report any problems to Landlord in writing. Tenant agrees to replace all smoke detector batteries as necessary.

Move-out Inspection

Tenant Signature _____ Date _____

25. State Database Disclosure. Notice: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service. (Civil Code Sec. 2079.10a)

26. Entire Agreement. This document, including its attachments, constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant. The failure of Tenant, members of their household, guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

TENANT				
Jesse Villasenor	Steve Bernal	<i>[Signature]</i> 5/19/2016	Irving Grant	<i>[Signature]</i> 5/19/2016
Tenant	Sheriff, Coroner, Monterey Co	Deputy County Counsel, Monterey County		

LANDLORD
<i>[Signature]</i> 5-12-16
Brian Robertson, Sector Superintendent

FUTURE ACTIONS				
RENTAL RATE CHANGE				
Actual Moved-In Date:	Planned Move-Out Date:	Actual Moved-Out Date:	Effective Date:	New Rate:
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

25. **State Database Disclosure. Notice:** The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service. (Civil Code Sec. 2079.10a)
26. **Entire Agreement.** This document, including its attachments, constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant. The failure of Tenant, members of their household, guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

TENANT		
 Jesse Villasenor	 Steve Bernal	 Irving Grant
Tenant	Sheriff, Coroner, Monterey Co	Deputy County Counsel, Monterey County

LANDLORD
 Brian Robertson
Sector Superintendent

FUTURE ACTIONS

RENTAL RATE CHANGE				
Actual Moved-In Date:	Planned Move-Out Date:	Actual Moved-Out Date:	Effective Date:	New Rate:
<input style="width: 80%; height: 20px;" type="text"/>	<input style="width: 80%; height: 20px;" type="text"/>	<input style="width: 80%; height: 20px;" type="text"/>	<input style="width: 80%; height: 20px;" type="text"/>	<input style="width: 80%; height: 20px;" type="text"/>

MEMORANDUM

County of Monterey
Office of the Sheriff

Date: 2-20-15

To: All EOB Trained Deputies

From: Chief Deputy T. Brown

Subject: Big Sur Resident Deputy



I am accepting memos of interest for the position of Big Sur Resident Deputy. This shall be a year-round position (not seasonal as in the past) and require a 3 to 5 year commitment. The Deputy that accepts this position will be required to live in Big Sur, full-time, and be on call for after-hours requests for service. The position includes:

*4.4% Hazard Pay allowance

*Housing and utilities paid for by the Sheriff's Office

*Assigned vehicle

*Schedule based on the 4-10 plan with T, W, Th off (shift start times and scheduled days off subject to change as determined by the needs of the Sheriff's Office and the needs of the Big Sur community)

*On-call pay

The Deputy assigned to the position shall have successfully completed the Field Training Officer program and completed their 18 month new-hire probationary period. Preferred applicants will have the ability to: Work alone with limited supervision; Be proactive; Have knowledge of the Big Sur area and community; And, understand the concept of community oriented policing.

Applicants shall address their memos to me, through their chain of command. Memos for the position must be received by March 13, 2015. If more than one memo of interest is received, an oral board will be held to determine the successful applicant. If anyone has any questions about the position, please contact me at 755-3801.

3. Requests for use of "Release Time Bank" hours shall not be approved if it is known in advance that the department would be required to hire overtime in order to cover the duties of the employee making the request or if the Appointing Authority or his/her designee determines that the employee's absence would have a negative impact on the operational needs of the department.

4. No more than two (2) employees from any one (1) Sheriff's Division, (i.e., patrol, investigation, coroner's/civil, corrections) nor more than one (1) employee from the same shift and rank within the same Sheriff's Unit nor more than one (1) employee from the District Attorney's Office shall simultaneously use Release Time Bank Hours.

Interpretation and application of the terms of this section are not subject to the grievance procedure.

SECTION 13 ON-CALL

13.1 Those personnel assigned to the Sheriff's Investigative Divisions who are placed On-Call on a rotating basis shall be allowed to take a departmental auto home on those days that they are placed on call. Such departmental auto shall be used only for direct transportation from work to place of residence and for the expeditious handling of official duties. No additional compensation or any work time credit shall accrue as a result of taking a Department vehicle home.

13.2 On Call pay applies to employees in the Coroner, Investigations and Narcotics Divisions, , SWAT, and District Attorney Investigators.

13.3 Upon assignment by the Appointing Authority (for those classifications supervised), On-Call assignments shall be compensated at a rate of three dollars (\$3.00) per hour for off duty hours or assignment.

13.4 The Association agrees that the number of employees so assigned is under the absolute authority of the Appointing Authority.

13.5 On Call pay will also apply if a Deputy Sheriff – Operations is assigned by the Sheriff to serve as a "resident" Deputy in Big Sur and will include the following provisions:

13.5.1 A patrol vehicle will be assigned to the Deputy while on assignment.

13.5.2 The assigned Deputy will receive a stipend of three hundred dollars (\$300) per pay period for meal expenses (IRS reportable.)

13.5.3 The County will pay directly to the vendor of lodging on behalf of the employee (IRS reportable.)

13.5.4 The assigned Deputy will be required to reside in Big Sur for the duration of the assigned work period.

13.5.5 The assigned Deputy will be scheduled to work a 10-hour shift, four days per week. During the four day work shift, the Deputy shall remain in Big Sur while not on duty in an on-call status. In the event the Deputy is called back to work while on call, the Deputy will be compensated at the rate of 1.5 times the regular rate of pay for four (4) hours, or the actual time worked, whichever is greater.

13.5.6 The duration of this assignment shall not exceed one hundred and twenty (120) days.