

ORIGINAL

Lopez Water Treatment Plant
RESIDENCE USE PERMIT

This Use Permit is entered into by and between the San Luis Obispo County Flood Control and Water Conservation District, a special district in the State of California, hereinafter called "District," and Craig Kesler (Chief Water Treatment Plant Operator Grade 4), hereinafter called "Permittee." This Use Permit hereby grants to Permittee exclusive use of the real property hereinafter referred to as "Premises", described in Paragraph 2 of this Use Permit, according to the terms and conditions herein provided:

1. **Term:** The term of this Use Permit shall be month-to-month commencing August 1, 2015. In the event possession is taken prior to, or after, August 1, 2015, then rental amounts, as defined in Paragraph 3, shall be pro-rated.

2. **Premises:** The Premises is described as a three-bedroom two-bath 24' x 56' mobile home and storage shed, located at 2845 Lopez Drive, Arroyo Grande, CA 93420 and is a part of the Lopez Water Treatment Plant Facility (LWTP), which is owned and controlled by the District. District management has assigned the classification of "Required" to the Premises. Permittee understands and agrees that control over the LWTP and all activities in connection therewith are vested by law in the District acting by and through its Board of Supervisors, committees, officers, and agents appointed by such Board of Supervisors.

3. **Rent and Other Obligations:**

a) In accordance with the 2014-2016 Memorandum of Understanding between the County of San Luis Obispo and San Luis Obispo County Employees' Association Supervisory Unit (BU05) (the "MOU"), the current fair market monthly rent for the Premises is One Thousand Three Hundred and Ten Dollars (\$1310.00) and Permittee shall pay One Hundred and Thirty Dollars (\$130.00) per month until the fair market rent is adjusted in accordance with Paragraph 3.b) of this Use Permit.

b) In accordance with the MOU, the fair market rent shall be adjusted each July 1st by utilizing the May to May annual average change in the Consumer Price Index (All Urban Consumers-U.S. City Average-Housing). The rental shall be rounded to the nearest \$5.00. c) In accordance with the MOU, Permittee shall pay, on a monthly basis, a "utility factor" for consumption and service charges associated with Permittee's use of the Premises. Said utility factor shall include charges for electric, gas, water, sewer and trash disposal services. The utility factor for the current fiscal year shall be \$181.00 per month. The County shall determine the utility factor by July 1st of each fiscal year this Permit is in effect and shall notify the Permittee as soon as practicable. In addition to payment of the utility factor on a monthly basis, Permittee shall be solely responsible for cable/satellite television services. In lieu of a physical land line telephone, the County will provide a cell phone stipend to the Permittee to offset costs associated with the use of Permittee's cell phone for County business.

c) Rent and utility factor payments shall be deducted from Permittee's paycheck, the first pay period of each month.

d) In accordance with the MOU, in addition to the monthly rental and utility charges, if a Possessory Interest Tax is assessed, then it shall be assessed on an annual basis. The total amount of Possessory Interest Tax owed by the Permittee shall be ten

percent (10%) of the total assessment, which shall then be divided by twelve and added to the monthly rental amount.

e) Permittee is required to have personal phone numbers listed with Public Works Department emergency services at all times.

f) The residence will be identified as a Chief Water Treatment Plant Operator Grade 4 residence. The Permittee will have a county vehicle at his disposal at all times after hours of normal water treatment plant operations.

4. **Services at the Premises:** Permittee hereby agrees to perform the following services at the Premises, and the parties anticipate that the performance of such services will take an average of 6 hours per week of Permittee's off-duty time. Permittee is not entitled to and shall not be paid any additional compensation for the performance of these services:

- a) Provide help to persons in distress
- b) Discourage vandalism by providing high-profile presence at the LWTP
- c) Routine house maintenance
- d) Routine house and adjacent grounds area maintenance
- e) Assistance at plant as needed

5. **Assignment:** This Use Permit is of a personal nature and assignment, sublease or transfer by Permittee of this Use Permit or any privileges given hereunder shall not be permitted.

6. **Use of Premises:** Permittee shall not use the Premises in any manner except for residential purposes. In the event Permittee fails to comply with the covenants of this paragraph, District reserves the right to enter upon the Premises without notice and cause the abatement of such interference at the sole cost and expense of the Permittee, and Permittee shall pay District for said costs on demand.

7. **Waiver of Claims:** Permittee hereby waives any and all claims for damages that may be caused by District in re-entering and taking possession of the Premises, and all claims for damages that may result from the destruction of or injury to the Premises thereby, and all claims for damages to or loss of such property belonging to Permittee as may be in or upon the Premises at the time of such re-entering. Permittee also hereby waives any and all claims against District for loss or damages to any property of Permittee from any cause arising at any time.

8. **Rules and Regulations:**

a) District reserves the right at any time to make such reasonable rules, ordinances and regulations as in its judgment may from time to time be necessary for the safety, care, cleanliness, and the preservation of good order of the Premises, LWTP, or Permittee's activities conducted under this Use Permit. Permittee hereby agrees to strictly comply with any and all such existing and future rules, ordinance and regulations.

b) Permittee shall, at Permittee's sole cost and expense, comply with and shall faithfully observe in the use of the Premises, all requirements, statutes, ordinances, rules and regulations of all local, Municipal, County, State and Federal authorities now in force, or which may hereafter be in force, or which may hereafter be in force, pertaining to the Premises. The judgment of any court of competent jurisdiction, or the admission of

Permittee in any action or proceeding against Permittee, whether District be a party thereto or not, that Permittee has violated any such ordinance, statute, rule or regulation in the use of the Premises shall be conclusive of fact as between District and Permittee.

9. Maintenance and Repair of Premises:

a) Permittee expressly agrees at all times during the term of this Use Permit and upon vacation of the Premises, at Permittee's sole cost and expense to maintain and operate said Premises and areas adjacent including landscaping, in a clean, safe, wholesome and sanitary condition, in good order, condition and repair, free of trash, weeds, garbage or obstruction of any kind, and in compliance with any and all present and future laws, rules, or regulations of any governmental authority, now or at any time during the term of this Use Permit in force, relating to sanitation or public health, safety or welfare. Permittee shall remedy without delay any defective, dangerous or unsanitary conditions in or about the Premises.

b) District will make improvements to and repairs of the Premises when considered necessary by District, including but not limited to the repair of roofs, heaters and water heaters, replacement of broken plumbing fixtures and water service pipes to fixtures. Permittee is responsible for all minor repairs, including but not limited to clogged drains, leaky faucets, and broken windows. Permittee will properly use and operate all electrical, gas, and plumbing fixtures and keep them as clean and as sanitary as their condition permits.

10. Smoke and Carbon Monoxide Detectors: Smoke and carbon monoxide detectors are installed and have been tested for the safety of the Premises occupants. Permittee will be responsible for testing and replacement of batteries according to the manufacturer's recommendations.

11. Non-Smoking: Entire indoor portion of the building shall be a non-smoking building and therefore, no smoking shall be allowed in the indoor portion of the Premises. Permittee shall also comply with Chapter 8.22 of the County Code as if it applied to the Premises.

12. Vacation of Premises and Removal of Improvements: Upon termination of this Use Permit, Permittee must commence and diligently proceed to remove from the Premises, at Permittee's sole cost and expense, any and all improvements made by Permittee under this Use Permit and restore the Premises to original condition. Removal is to be completed within ten (10) days or such further time as District may agree to in writing. District is under no obligation to purchase said improvements or to allow same to remain on the Premises. Nothing herein shall be construed to be a granting of a waiver of normal permit procedures or requirements as established by State, County or other entity of competent jurisdiction. Permittee shall leave Premises in clean and good condition, free of all Permittee's personal property and trash. At the time of move-out, Permittee will show proof of professional carpet cleaning if required by District. In the event that the dwelling is not in professionally clean condition, the Premises will be professionally cleaned at the expense of Permittee, and Permittee shall pay for said costs upon presentation of invoices from the District, and upon demand.

13. **Protection of Premises:** Permittee agrees to take all reasonable precautions to protect the Premises from damage, theft, vandalism and other such hazards.

14. **Improvements to District Facilities:**

a) District reserves the right to further develop or improve areas adjacent to the residence, regardless of the desires or view of Permittee, and without interference or hindrance.

b) District reserves the right, but shall not be obligated to Permittee, to maintain and keep in repair areas adjacent to the residence and on the LWTP District property, together with the right to direct and control all activities of Permittee in this regard.

15. **Inspection:** District, its agents and/or employees, shall have the right upon 24 hours verbal or written notice to Permittee to enter upon the Premises for the purpose of inspecting said Premises. Said notice shall be waived in the case of an emergency, which, in the opinion of the Director of Public Works or his designee affects the health, welfare or safety of LWTP users.

16. **Alterations:** Permittee shall not make any material changes, alterations or improvements, including any signs, on the Premises without the prior written consent of and approval of plans and specifications by the Director of Public Works or his authorized representative.

17. **Termination:** In the event Permittee fails to comply with any term or condition of the Use Permit, District, at its option may terminate this Use Permit by giving Permittee ten (10) days written notice thereof; provided that no waiver by District of any failure by Permittee to comply with any term or condition of this Use Permit shall be construed to be a waiver by District of any similar or other failure by Permittee to comply with any term or condition of the Use Permit.

18. **Indemnification:** To the fullest extent permitted by law, Permittee shall indemnify, defend, and hold harmless the District and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Permittee's performance or attempted performance of any obligation or duty provided for or relating to this Use Permit, the tenancy created under this Use Permit, and/or the Premises, except such loss or damage which was caused by sole negligence or willful misconduct of the District. It is the intent of the parties to provide the District the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

19. **Insurance:** District shall provide fire and extended coverage insurance for the Premises. In the event Permittee, at Permittee's option, elects to procure fire insurance on Permittee's personal property within the Premises, the Permittee shall procure an appropriate clause in, or an endorsement on, the policy for said insurance, pursuant to

which the insurance company waives subrogation or consents to a waiver of right of recovery against District.

20. **Uninhabitable Premises:** If during the term of this Use Permit, the Premises are injured or destroyed by fire or other cause, so as to render the Premises, in District's judgment, unfit for occupancy, or so as to substantially prevent or impair, in District's judgment, Permittee's use of the Premises for intended purposes, then this Use Permit shall terminate at the option of either party hereto. Furthermore, District shall not be obliged to repair or rebuild Premises. Permittee shall be entitled to a proportionate reduction in the rent herein reserved corresponding to the time during which, and to the portion of the Premises of which, Permittee shall be deprived of possession.

21. **Validity:** The invalidity of any provision of this Use Permit shall not affect the validity, enforceability of any other provision of this Use Permit.

22. **Agreement:** This Use Permit embodies the whole agreement between the parties hereto as it pertains to the subject real property and there are no promised terms, conditions, or obligations referring to the subject matter hereof, other than as contained herein. Any alterations, changes or modifications to this Use Permit must be in writing and executed by both Permittee and District.

23. **Notices:** All notices from Permittee to District shall be mailed or hand delivered to District at County Government Center, Room 207, County of San Luis Obispo, Department of Public Works CA 93408 Attn: Public Works Director. All notices from District to Permittee shall be mailed or hand delivered to Permittee at 2845 Lopez Drive, Arroyo Grande, CA 93420.

IN WITNESS WHEREOF, Permittee and District have executed this Use Permit on the dates and year herein below set forth

PERMITTEE
(Chief Water Treatment Plant Operator Grade 4)

San Luis Obispo Flood Control and
Water Conservation District

By: Craig Kl

By: _____
Chairperson of the Board

Date: 9-3-15

Date: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

Rita L. Neal
County Counsel

ATTEST:

By: Shirley J. ...
Deputy County Counsel

By: _____
County Clerk and Ex-Officio Clerk of the
Board of Supervisors, County of San Luis Obispo

Date: 9/4/15

Date: _____