

**MONTEREY PENINSULA REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING**

DATE: January 10, 2018
TO: Board of Directors
FROM: Shuran Parker, Administrative Services Manager
SUBJECT: Review and Approval of General Manager Employment Agreement

RECOMMENDED ACTION:

It is recommended that the Board review and approve the attached employment agreement for the General Manager Rafael Payan.

FISCAL IMPACT:

There is no immediate fiscal impact associated with taking this action, which is effective August 1, 2018. Funding will be included in FY2018-19 and future budgets to cover these expenditures.

FUNDING SOURCE:

Staff Salaries accounts: 6102, (Administration); 6202 (Operations & Maintenance); 6302 (Environmental Education/Community Outreach) and 6502 (Planning & Conservation)

FUNDING BALANCE:

Not applicable; appropriate funding will allocated in the next fiscal year to cover these expenditures.

DISCUSSION:

The General Manager was hired on July 29, 2013 for a five (5) year term. At its April 12, 2017 meeting with his four-year anniversary approaching, the Board appointed Directors Sorenson and Lee to begin negotiations with Mr. Payan on a new contract.

Attached for Board consideration is the draft agreement negotiated, for the period, August 1, 2018-July 31, 2023. Staff recommends the Board approve the agreement as presented or with amendments.

ATTACHMENTS:

1. Draft General Manager Employment Agreement for Period Beginning August 1, 2018

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into by and between the Monterey Peninsula Regional Park District (“District”), a special district organized and operating pursuant to California Public Resources Code Article 3, 5500 et al, acting by and through its Board of Directors (“Board”), and Rafael Payan (“Dr. Payan”), an individual, (collectively the “Parties”), January 10, 2018.

RECITALS

- A. WHEREAS, the District is authorized pursuant to California Public Resources Code Article 3, 5538 to appoint and hire a General Manager to serve as the principal administrator of the District’s operations and functions; and
- B. WHEREAS, the District desires to offer continued employment to Dr. Payan as General Manager; and
- C. WHEREAS, Dr. Payan has accepted the District’s offer of continued employment; and
- D. WHEREAS, the District desires to retain the services of Dr. Payan as General Manager of the District by way of this Agreement subject to the terms and conditions set forth herein; and
- E. WHEREAS, Dr. Payan desires to accept continued employment as General Manager by way of this Agreement subject to the terms and conditions set forth therein, and Dr. Payan warrants that he is qualified to perform such duties; and
- F. WHEREAS, the District and Dr. Payan desire to formalize the District’s continued employment of Dr. Payan as General Manager by way of this Agreement subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the Parties agree as follows:

1. RECITALS.

The foregoing Recitals are true and correct and are incorporated herein by this reference.

2. EMPLOYMENT TERMS.

(a) The District shall employ Dr. Payan to be its General Manager for a term beginning August 1, 2018, and ending July 31, 2023, unless extended during the term of this Agreement pursuant to subparagraph (b) of paragraph 2 or terminated before the expiration of the term in accordance with paragraphs 5 through 8, below. Dr. Payan agrees to be employed as

General Manager and agrees to fulfill the responsibilities of such position, as described in the job description, which is attached as Exhibit A, for the Employment Term and any extension thereof, all as hereinafter provided.

(b) The Employment Term may be extended for a successive five-year period by the District delivering to Dr. Payan, at least sixty (60) days prior to the end of the Employment Term, a written notice of an election to extend the Employment Term. Dr. Payan's further employment shall be negotiated in five-year periods, unless by mutual agreement the Parties elect a lesser period. If the District does not timely provide a written notice to Dr. Payan advising him of the extension of the Employment Term, there shall be no such extension and Dr. Payan's employment will terminate at the expiration of the Employment Term without severance pay or a continuation of benefits, except for the option to elect continuation coverage, as provided by the Consolidated Omnibus Budget Reconciliation Act (COBRA).

(c) Notwithstanding the above provisions of subparagraphs (a) and (b) of paragraph 2, Dr. Payan shall serve at the pleasure of the Board and is specifically an "at will" employee under the terms of this Agreement. The Board may terminate and discharge Dr. Payan at any time, without prior notice or hearing, and for any reason that does not violate a public policy of the State of California. Dr. Payan agrees and acknowledges that he holds his employment with the District at the pleasure of the Board and that he holds no property rights in his employment.

Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate Dr. Payan's employment at any time at the sole discretion of the Board. Any changes to Dr. Payan's at-will employment can only be made by the President of the District's Board of Directors, with approval of the majority of the Board of Directors, and must be confirmed in a writing signed by an authorized officer of the Board of Directors and Dr. Payan.

3. RESPONSIBILITIES AND AUTHORITY OF DR. PAYAN.

As the District's General Manager, Dr. Payan shall carry out the responsibilities of this position in accordance with the District's bylaws, rules, policies, and regulations, within the District's approved budget, subject to the direction and authority of the Board.

(a) The current responsibilities of the General Manager position are outlined on the job description, attached as Exhibit A to this Agreement and are incorporated herein by reference. Additional duties and functions may be assigned by the Board. Dr. Payan agrees that during the term of this Agreement, he shall devote substantially all of his business time, skills, and attention to fulfilling the responsibilities of the office of General Manager, as described herein, and he shall use his best efforts in all such endeavors.

(b) Dr. Payan is not prohibited from making passive personal investments or conducting private business affairs if those actions or activities do not constitute a conflict of interest under State law, violate the District's Conflict of Interest policy, or interfere with the duties and services required under this Agreement. In order to avoid a conflict of interest, Dr. Payan agrees not to directly or indirectly render any services of a business, commercial or professional nature, to any other person or organization, whether for compensation or otherwise, without the prior written consent of the President of the Board, acting on the behalf of the Board.

4. COMPENSATION.

Except as otherwise indicated in this Agreement, Dr. Payan shall be entitled to receive the same benefits including Cost of Living Adjustment (COLA) provided to all full-time District employees. As consideration for all services to be rendered, the District shall compensate Dr. Payan as follows:

(a) Base salary: The District currently provides a gross annual salary of One Hundred Ninety Thousand, Three Hundred Twenty Four dollars (\$190,324) per year as compensation to Dr. Payan for his service as General Manager. The base salary for the extended contract period which begins on August 1, 2018 shall be Dr. Payan's then current base salary and adjustments, as authorized by the existing August 1, 2013 through July 31, 2018 Employment Agreement and approved by the Board through July 31, 2018. All terms and conditions previously approved by the Board in the August 1, 2013 through July 31, 2018 Employment Agreement between the District and Dr. Payan shall remain in effect through July 31, 2018.

Such salary shall be subject to all applicable and appropriate withholding and payroll deductions. Such salary shall be payable through and in accordance with the District's regular payroll procedures as such may be amended from time to time. The General Manager is an exempt employee of the District. Future salary adjustments, if any, including COLA, shall be concurrently issued to all full-time District employees at the sole discretion of the Board. Dr. Payan understands that a COLA is not guaranteed. District COLAs are based on the San Francisco area Consumer Price Index.

(b) Medical: The District shall pay up to \$1,592 of the Anthem Blue Cross Care monthly premium (or such other health insurance plan as the District may select) for Dr. Payan and his spouse or registered domestic partner and dependents, if any. The District's contribution to the Anthem Blue Cross Care monthly premium is subject to change at any time, per Board approval, but shall reflect the same adjustment provided to all full-time District employees.

(c) Dental, Vision, Life /Accidental Death and Disability, Short- and Long Term Disability: The District shall pay one hundred percent (100%) of the premiums for Dr. Payan's dental and vision coverage, and 50% of the vision and dental coverage premiums for his spouse or registered domestic partner and dependents, if any. The District shall also pay one hundred percent (100%) of the premiums for Dr. Payan's life/AD&D, short- and long-term disability insurance coverage pursuant to the terms of those plans. The District's contributions to the dental, vision, life and long term disability insurance monthly premiums are subject to change at any time, per Board approval.

Dr. Payan will continue to be provided the opportunity to participate in the District's medical and dependent care flexible spending accounts pursuant to the terms of those plans.

(d) Retirement: The District is a member of the California Public Employees' Retirement System (CalPERS). The District shall provide Dr. Payan with CalPERS pension benefits at the 2% at 62, three-year final compensation period formula. Dr. Payan shall pay 50% of the normal costs for CalPERS pension benefits pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA).

(e) Deferred Compensation: The District will make available an optional 457(b) deferred compensation plan. Dr. Payan's participation in the deferred compensation plan is voluntary, but should he elect to participate in the plan, the total employee amount contributed shall not exceed the IRS IRC 402(g) limit, currently \$18,500 for 2018. The District will not contribute to this deferred compensation plan.

(f) Vacation: Dr. Payan shall accrue vacation based on years of service as described in the District's Benefits and Compensation Supplement. The maximum accrued vacation time shall be limited to two times Dr. Payan's current annual accrual rate. If Dr. Payan's vacation accrual reaches this maximum cap, he will cease accruing any further vacation time until his vacation balance is reduced to less than the maximum cap. Dr. Payan shall not be eligible to receive any cash payment in lieu of vacation, except that which would be owed to him at the time of his termination of employment.

(g) Paid Holidays: Dr. Payan shall be entitled to the number and type of holidays provided to full-time employees of the District as set forth in the District's Benefit and Compensation supplement.

(h) Management Incentive Pay: Dr. Payan shall accrue a total of seven (7) days of management incentive pay per fiscal year, in addition to all other benefits described in the District's Benefits and Compensation supplement. Management Incentive Pay must be used in the fiscal year earned; any unused days shall be forfeited.

(i) Sick Leave: Dr. Payan shall accrue a total of eight (8) hours of paid sick leave per month. If Dr. Payan's employment ends before he is eligible for retirement, any accrued, unused sick leave shall be forfeited. Under no circumstances shall sick leave benefits be paid upon termination of employment.

(j) Leave to Attend Conferences: It is understood that prior to accepting employment with the District, Dr. Payan had prior commitments to attend various meetings and conferences. As such, the District agrees to provide Dr. Payan, in addition to the leave described above, a total of five (5) days of paid time off to attend the National Recreation and Parks Association meetings and/or conferences. Any additional time off needed to attend said meetings and/conferences will necessitate using other paid leave, as available.

(k) Modification of Benefit Plans: The District may amend or modify any employee benefit plan concurrently available to all full-time employees and the level of benefits provided at any time with Board approval.

(l) Payments and Tax Withholding: All cash remuneration shall be payable on the regular payroll processing cycle used by the District and shall be subject to withholding of all applicable federal, state and local payroll and income taxes and any employee premiums or employee contributions for participation in any benefit or retirement plans.

5. OTHER EMPLOYMENT TERMS AND CONDITIONS.

(a) Evaluation. Dr. Payan and the Board will mutually develop annual performance goals and objectives for Dr. Payan, as the General Manager. The Personnel Committee shall review and evaluate the General Manager's performance annually or, in its discretion, more frequently, based on achievement of the mutually defined goals and objectives. These performance evaluations shall incorporate the input and feedback of Board members and others as the Board deems appropriate. To the extent Board members seek information from District employees regarding Dr. Payan's performance, they shall not communicate substantive information to such employees regarding Dr. Payan's performance and evaluation.

(b) Professional Development. The District recognizes the value of, and encourages professional development. Accordingly, Dr. Payan is encouraged to continue his professional development through his involvement with related professional associations, and by attending conferences, meetings and conventions as part of his duties as General Manager. The subject matter must be related to Dr. Payan's job duties, and his attendance or involvement may not, in the opinion of the Board, interfere with performance of his regular duties and responsibilities. Qualifying classes or conferences that Dr. Payan attends as a "student" will be considered regular work.

(c) Expenses. Dr. Payan shall be entitled to reimbursement of business expenses reasonably incurred by him in the performance of his duties as General Manager. Reimbursable expenses include subscriptions, dues and membership fees to local, state and national conferences and professional associations. Payment or reimbursement of reasonable travel, lodging and meals incurred in connection with such participation is subject to the District's Employee Handbook and Board approval. Such approval may be obtained either through approval of the expense as a budget item or specific approval of a particular event.

(d) Non-District-Related Professional Activities. While employed by the District, Dr. Payan agrees to remain in the exclusive employ of the District until a separation of the employment relationship occurs. Dr. Payan is permitted to engage in non-District related teaching, writing, or other professional activities on his own time as a non-employee, provided those activities, in the sole discretion of the Board, do not interfere or conflict with the duties of General Manager.

Subject to Board approval, and in conformance with applicable state and federal employment regulations, Dr. Payan may, upon retirement, be hired in an intermittent, seasonal or part-time capacity by the District.

6. TERMINATION.

Dr. Payan's employment and compensation may be terminated, with or without cause, and with or without notice, any time by either Dr. Payan or by the District (see Paragraph 2 above). The employment of Dr. Payan shall terminate prior to the expiration of the Employment Term(s) specified in Paragraph 2 of this Agreement or upon the occurrence of any of the following events:

- (a) the death of Dr. Payan;

(b) Dr. Payan's inability to perform the essential duties of his job with accommodation by the District, as required under the Americans with Disabilities Act and similar California state laws;

(c) the termination of Dr. Payan's employment by the District for cause pursuant to Paragraph 8;

(d) the termination of Dr. Payan's employment by the District without cause pursuant to Paragraph 9;

(e) the resignation or retirement of Dr. Payan.

Nothing in this Agreement shall prevent, limit, or otherwise interfere with Dr. Payan's right to resign or retire at any time from employment with the District. Dr. Payan may resign from his position as General Manager of the District upon at least thirty (30) days prior written notice to the Board. Any such notice provided under this section shall specifically set forth the date that such resignation becomes effective, as well as the stated reason(s) for the resignation. Since the purpose of the notice period is to facilitate a smooth transition, this thirty-day notice period shall not include vacation or any other unpaid time off, except for protected, unpaid leave as defined by the Family Medical Leave Act and similar state laws. The Board retains sole discretion to deem a resignation immediately effective or to accelerate the final date of employment.

7. TERMINATION BY THE DISTRICT FOR CAUSE.

Notwithstanding the foregoing provisions addressing at-will employment and termination without cause, nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of Dr. Payan for good cause. Dr. Payan understands and agrees that satisfactory performance of this Agreement on his part requires conformance with the highest standards of integrity, diligence, competence, skill, judgment, and efficiency, and that failure to conform to such standards is good cause for termination of the Agreement by the District. Good cause for termination pursuant to this Paragraph is determined in the reasonable opinion of the Board, and includes:

(a) the refusal or willful failure by Dr. Payan to substantially perform his duties, after demand for substantial performance is delivered in writing by the President of the District Board of Directors;

(b) Dr. Payan's dishonesty, misappropriation, breach of fiduciary duty or fraud with regard to the District or any employee or visitor of the District;

(c) Dr. Payan's violation of any law, rule or regulation (other than a traffic violation or similar offense), or conviction of or the pleading of "no contest" with regard to a felony or any other crime involving moral turpitude;

(d) willful misconduct, gross negligence, neglect of duties or negligence in carrying out duties with regard to the District or any employee or visitor of the District;

(e) the willful refusal of Dr. Payan to follow the clear, unambiguous proper written direction of the Board;

(f) any other breach by Dr. Payan of a material provision of this Agreement that remains uncured or a proposal to cure for ten (10) workweek days after written notice thereof is given to Dr. Payan. Consideration may be given by the Board for an extension of this timeframe upon mutual consent of the Board and Dr. Payan;

(g) repeated unexcused absences;

(h) any intentional act or omission that is seriously detrimental to the interests of the District; or

(i) unfitness or unavailability for employment, materially unsatisfactory performance, habitual neglect, or incompetence.

If the Board determines that there is good cause to warrant termination of this Agreement, and issues Dr. Payan a written notice of intent to terminate, it shall give Dr. Payan written notice of the cause(s) and the opportunity to cure or file a proposal to cure. The Board shall not make its final decision until Dr. Payan has the opportunity to meet with the Board to give reasons why the Agreement should not be terminated. Dr. Payan may be represented at his expense by a representative of his choice at said meeting. The Board shall make the final decision regarding termination of the Agreement and shall provide the decision to Dr. Payan in writing within two (2) days of said meeting. The Board's written decision shall be final and shall not be subject to further administrative review. In the event the Board terminates the employment of Dr. Payan for good cause as provided herein, the District shall have no obligation to provide severance pay to Dr. Payan and shall not be entitled to receive compensation or other benefits for any period thereafter other than those that may apply under CalPERS and PEPRA. The District's total liability to Dr. Payan in the event of termination of Dr. Payan's employment for cause under this Paragraph shall be limited to the payment of Dr. Payan's base salary and any other accrued benefits through the effective date of termination, all of which shall be paid within sixty (60) days of the effective date of termination. The termination provisions contained in this Agreement can be modified only in a written document that specifically modifies this Agreement and is signed by Dr. Payan and by the President of the Board of the District, acting on behalf of the Board.

8. TERMINATION WITHOUT CAUSE.

Either the District or Dr. Payan may terminate this Agreement without cause by giving thirty (30) days written notice of termination. If the Board terminates Dr. Payan without good cause, the District shall provide severance pay to Dr. Payan in the amount equal to six (6) months' salary, commencing on the effective date of termination, payable on the normal payroll cycle on the regularly scheduled pay days of the District. Each such severance payment is a separate payment for purposes of Internal Revenue Code Section 409A, and all such severance payments are intended to be exempt from Code Section 409A as limited separation pay upon an involuntary termination of employment and as payments within the short-term deferral exemption under that code section. The District shall be obligated to pay this severance only if Dr. Payan signs a

standard severance and release agreement as prepared by the District that releases the District from any and all known and unknown claims Dr. Payan may have against the District.

Monthly salary for the purpose of computing severance pay shall be the average monthly salary Dr. Payan received during the twelve (12) months prior to notice of termination, or Dr. Payan's current salary, whichever is highest, without regard to the value of any employment benefits received by Dr. Payan. Notwithstanding any provision of this document to the contrary, in the event that Dr. Payan's employment is terminated for cause, or if the Employment Term is not extended, the District shall have no obligation to pay the severance amount set forth in this paragraph.

Notwithstanding the above, Dr. Payan is not entitled to severance pay or continuation of benefits in the event that the District does not extend the Employment Term, other than such non-contractual benefits that may otherwise be generally available to former employees, such as COBRA and retirement-related services, and for which he is actually eligible. (See Paragraph 2.) The District may, in its sole discretion, release Dr. Payan from duty immediately upon providing or receiving notice of termination or providing notice that the Employment Term is not being extended.

Upon reasonable request and at the mutual convenience of both parties, Dr. Payan shall remain available to consult with the District from time to time during the period Dr. Payan is receiving any compensation or benefits pursuant to this Paragraph 9 as to matters Dr. Payan has been involved in during his employment and may be extended into his retirement. Other than the compensation or benefits provided for in this Paragraph, Dr. Payan shall receive additional compensation for providing consulting services, including a market-value salary or rate and any reasonably incurred out-of-pocket expenses that have been pre-approved in writing by the Board. Reimbursement for all Board-approved expenses incurred under this Paragraph shall be paid to Dr. Payan within sixty (60) days of the date any such expense was incurred.

9. TERMINATION OBLIGATIONS.

(a) Dr. Payan understands and agrees that all work product and equipment used to create any such product exclusively belongs to the District. Exclusive District property includes, but is not limited to, tangible or intangible proprietary and confidential information, documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data), and copies thereof, created on any medium and furnished to, obtained by, or prepared by Dr. Payan in the course of or incident to his employment. Dr. Payan shall return all District property, including any District-issued equipment and all original and all copies of District work product to the District upon the effective date of his termination.

(b) Following Dr. Payan's termination of employment, he shall fully cooperate with the District in all matters relating to the winding down of pending District assignments and the orderly transfer of assignments to other District employees or Board-approved consultants. Dr. Payan shall cooperate also in the defense of any action brought by any third party against the District that relates in any way to Mr. Payan's acts or omissions while employed by the District, at the District's sole cost.

10. NON-SOLICITATION.

During Dr. Payan's employment and for one year thereafter, Dr. Payan shall not intentionally solicit, endeavor to entice away from the District any of its employees, or otherwise interfere with the relationship of the District with any person or entity who is employed or associated with the District.

11. CONFIDENTIALITY AND NONDISCLOSURE OF CONFIDENTIAL INFORMATION.

Dr. Payan acknowledges and stipulates that in the performance of his duties, the District discloses and entrusts him with certain confidential information of the District, including but not limited to proprietary information, information about employees and Board members, information exempt from the California Public Records Act, and attorney-client communications and/or attorney work product. Dr. Payan agrees not to disclose such information directly or indirectly. Dr. Payan further agrees not to disclose at any time during his employment, or thereafter, any such information whether it be in the form of records, lists, data, personnel information, drawings, reports, or otherwise. Notwithstanding, Dr. Payan may disclose such information if the disclosure is authorized by the Board in writing, such disclosure is required by law, or is required in the performance of his duties as General Manager.

Under no circumstances shall Dr. Payan use, directly or indirectly, any such confidential information for his personal gain or profit. In the event Dr. Payan receives legal process or a court order, which could result in disclosure of confidential information, Dr. Payan shall promptly notify the President of the Board of the District and cooperate with the District in trying to obtain necessary court orders or agreements to protect confidential District information.

12. ENTIRE AGREEMENT.

This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes any and all other agreements, arrangements and communications between the parties, whether oral or written with respect to the District's employment of Dr. Payan. No other agreement, statement or promise related to the subject matter of this Agreement, which is not contained in this, or an amended written Agreement, shall be valid or binding.

13. AMENDMENTS.

No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by the President of the Board and Dr. Payan.

14. WAIVER.

Any provision of this Agreement may be waived at any time by the party entitled to the benefit thereof, but only by a writing signed by that party with a signed written acknowledgment of said waiver by the other party. No waiver of any of the provisions of this Agreement shall

constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver unless otherwise stipulated in writing and signed by the President of the Board and Dr. Payan.

15. SEVERABILITY.

If any term, provision, condition or covenant of the Agreement is held invalid or unenforceable by a court of law, the remainder of the Agreement shall not be affected and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

16. APPLICABLE LAW.

This Agreement shall be executed in Monterey, California and shall be governed in accordance with the laws of the State of California in every respect, applied without reference to principles of conflict of laws, except to the extent governed by the laws of the United States. In the event of any suit or other proceeding or action regarding this Agreement, venue shall be in the courts of Monterey County, California.

17. ATTORNEY'S FEES.

In the event of any suit or other proceeding or action to enforce the terms of this Agreement, the non-prevailing party shall pay the prevailing party's reasonable attorney's fees and costs.

18. NOTICES.

Any and all notices, communications and demands required or desired to be given hereunder by either party hereto shall be in writing and shall be deemed validly given or made if served personally, transmitted by facsimile or email (with confirmation of transmission) or sent via first class United States mail (mail) or overnight courier of national reputation (e.g., Federal Express). If such notice or demand is served personally or by facsimile or email with confirmation of receipt, service shall be conclusively deemed made on the same day (or if such day is not a business day, then the next business day); if by an overnight delivery service, on the next business day; and if by first class mail on the date three (3) business days after deposit in the mail. Notices to the District shall be addressed and/or delivered to the Board President at the District's main office address. Notices to Dr. Payan shall be delivered to his home address as he may specify in writing from time to time.

19. EMPLOYEE HANDBOOK AND BENEFITS SUPPLEMENT.

Dr. Payan will receive a copy of the District's current Employee Handbook and Benefits Supplement outlining the conditions of employment. Dr. Payan understands that in the event there are inconsistencies between this Agreement and the terms of the District's Employee Handbook or Benefits Supplement, the terms of this Agreement shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first set forth above.

MONTEREY PENINSULA REGIONAL PARK
DISTRICT

By: _____
KELLY SORENSON
President of the Board of Directors

DR. RAFAEL PAYAN

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Not Applicable

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