

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EMPLOYMENT AGREEMENT

Parks, Recreation & Community Services Director (Non-Classified)

THIS AGREEMENT is made and entered into this 29 day of October, 2021, by and between the CITY MANAGER OF THE CITY OF RIVERSIDE, hereinafter referred to as "CITY MANAGER", on behalf of the CITY OF RIVERSIDE, a California charter city and municipal corporation, hereinafter referred to as "CITY", and PAMELA GALERA, hereinafter referred to as "EMPLOYEE", both of whom understand as follows:

RECITALS

WHEREAS, Section 2.36.040 CLASSIFIED SERVICE of the Riverside Municipal Code provides in part that the classified service of City includes all permanent full-time officers and employees except:

"C. Persons appointed by the City Manager to the position of Parks, Recreation & Community Services Director..."; and

WHEREAS, the City Manager desires to employ Employee as Parks, Recreation & Community Services Director; and

WHEREAS, Employee desires to serve in the capacity of Parks, Recreation & Community Services Director; and

WHEREAS, Employee understands, acknowledges and agrees that the position of Parks, Recreation & Community Services Director is an at-will position not within the classified service of City; that Employee has no expectation of any vested right in said position; and that in assuming said position Employee shall serve solely at the will and pleasure of the City Manager; and

WHEREAS, it is the desire of the parties hereto to provide the terms and conditions by which City shall receive and retain the services of Employee and to provide for terminating Employee's services at such time as the City Manager may desire to terminate Employee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the

1 parties agree as follows:

2 SECTION 1. DUTIES.

3 The City Manager hereby agrees to employ Employee as Parks, Recreation &
4 Community Services Director to perform the functions and duties as specified in the
5 classification specification Job Code #6520, attached hereto as Exhibit "A" and incorporated
6 herein by reference.

7 SECTION 2. TERM.

8 A. Effective October 29, 2021, Employee agrees to fulfill the functions and duties of
9 Parks, Recreation & Community Services Director of the City.

10 B. Services provided by Employee shall commence on October 29, 2021 and shall
11 continue upon such terms and conditions as set forth herein and as may be mutually negotiated
12 by amendment to this Agreement.

13 C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right
14 of the City Manager to terminate the services of Employee at any time subject only to the
15 provisions set forth in Section 3. below.

16 D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right
17 of Employee to resign at any time from the position as Parks, Recreation & Community Services
18 Director, subject only to the provisions set forth in Section 3. below.

19 E. Employee agrees to remain in the exclusive employ of the City Manager on
20 behalf of the City, and neither to accept other employment nor to become employed by any other
21 Employer until this Agreement is terminated. Notwithstanding, Employee may engage in
22 secondary employment or business activity in accordance with Personnel Policy and Procedure
23 Manual Section I-7 and upon authorization by the City Manager.

24 SECTION 3. TERMINATION/MODIFICATION.

25 A. Employee understands, acknowledges and agrees that pursuant to Section 2.C.
26 above, the City Manager may terminate this Agreement at any time with or without cause or
27 advance notice by the City Manager. The City Manager shall only be required to provide written
28 notice to Employee as to the effective date of said termination.

1 B. In the event this Agreement is terminated, Employee agrees to immediately
2 surrender the position of Parks, Recreation & Community Services Director; any and all writings
3 containing information relating to the conduct of the City's business prepared, owned, used or
4 retained by Employee regardless of physical form or characteristics; and any and all equipment,
5 tools, or other materials of whatever nature provided to Employee by City in Employee's
6 capacity of Parks, Recreation & Community Services Director. Employee shall be entitled to
7 receive payment for all hours worked, any holiday pay due and owing, all vacation hours accrued
8 to the date of termination and any deferred compensation contributions made by Employee
9 (including contributions by the employer on behalf of the Employee).

10 C. In the event Employee desires to terminate this Agreement during such time as
11 the City Manager desires Employee to continue in the capacity of Parks, Recreation &
12 Community Services Director, then, in that event, Employee agrees to provide the City Manager
13 with two (2) weeks prior written notice of said termination.

14 D. In the event City Manager desires to terminate this Agreement during which time
15 Employee is ready, willing and able to perform the functions and duties set forth herein, then in
16 that event, City Manager agrees to provide Employee with severance pay representing one (1)
17 month's salary (exclusive of fringe benefits) for each year of service to the City up to a
18 maximum of six (6) month's salary.

19 E. The City Manager has the right to modify or alter Employee's position, with or
20 without cause or advance notice, through actions other than termination, such as demotion or
21 transfer.

22 F. No City representative has authority to agree to anything contrary to employment
23 at-will unless it is specific, in writing, and signed by the City Manager.

24 G. In the event that this Employment Agreement is terminated, any cash settlement
25 related to the termination that the Employee may receive from City shall be fully reimbursed to
26 City if Employee is convicted of a crime involving an abuse of his or her office or position as
27 defined in Government Code section 53243.4.

28 //

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SECTION 4. SALARY.

A. City agrees to pay Employee pursuant to the salary range of the classification “Parks, Recreation & Community Services Director” as set forth in Riverside City Council Resolution No. 21052 as the same now exists or may hereafter be amended. Effective October 29, 2021, Employee shall receive an annual salary of *One Hundred Eighty Two Thousand, Four Hundred Eighteen Dollars and 50/100 cents* (\$182,418.50) payable in the same manner and time as are all other employees of City.

SECTION 5. FRINGE BENEFITS.

A. Effective October 29, 2021, Employee shall accrue vacation leave at the rate of 7.70 hours per pay period (200 annual hours) as said pay periods are established by City. Upon employment, Employee shall be credited with 80 hours of accrued vacation leave.

B. Effective October 29, 2021, Employee shall accrue sick leave at the rate of 3.70 hours per pay period as said pay periods are established by City.

C. All actions taken by City relating to fringe benefits as hereinafter defined shall be considered actions including and applying to Employee. The term “fringe benefits”, as used herein are set forth in City’s Personnel Policy and Procedure Manual and the Fringe Benefits and Salary Resolution No. 21052, as the same now exists or hereafter may be amended, and include vacation and sick leave, holidays, retirement (PERS) benefits and payments, health, dental and life insurance, and deferred compensation. In addition, City shall make available a long-term disability insurance plan for Employee, as the same is provided to other City employees in the executive management ranges.

D. Employee understands, acknowledges and agrees that the position of Parks, Recreation & Community Services Director is commensurate with an exempt employee under the Fair Labor Standards Act, and shall not be entitled to receive any overtime pay, compensatory time, or other premium pay or compensation, except as may be provided by the above-cited Personnel Policy.

SECTION 6. PERFORMANCE EVALUATION.

The City Manager may evaluate Employee's performance after the first six (6) months

1 and annually every July thereafter. Every year the City Manager and Employee may, in addition,
2 set goals and objectives for the ensuing year.

3 SECTION 7. AUTOMOBILE ALLOWANCE/PARKING

4 Employee shall receive an automobile allowance of *Three Hundred Fifty Dollars*
5 (\$350.00) per month or as may be modified in the future. Employer shall also provide parking at
6 no cost to Employee.

7 SECTION 8. WORK LIFE BALANCE

8 Both parties acknowledge that employees generally, including but not limited to the
9 Employee, are most productive when they maintain a work-life balance that enables them to
10 meet their responsibilities outside work while also upholding their responsibilities in the
11 workplace. Further, both parties acknowledge that increasing the opportunity to achieve a work-
12 life balance can be as important a factor as pay and benefits. To this end, the City Manager will
13 reinforce work-life balance throughout the City organization consistent with workplace
14 responsibilities and City Council priorities.

15 SECTION 9. OTHER TERMS AND CONDITIONS

16 The City Manager, in consultation with Employee, may fix such other terms and
17 conditions of employment as they may determine from time to time, relating to the duties and
18 performance of Employee, provided such terms and conditions are not inconsistent with or in
19 conflict with the provisions of this Agreement, the City's Charter, Municipal Code or any law,
20 ordinance, resolution or regulation. The City Manager can exercise his/her discretion in
21 imposing discipline short of termination when, in his/her sole discretion, he/she deems it
22 appropriate.

23 SECTION 10. NOTICES.

24 Notices pursuant to this Agreement shall be in writing and shall be personally served,
25 given by mail or by overnight delivery. Any notice given by mail shall be deemed given when
26 deposited in the United States Mail, certified and postage prepaid, addressed to the respective
27 parties at 3900 Main Street, Riverside, California 92522, or such other address as may be given,
28 in writing, to the other party.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SECTION 11. NONDISCRIMINATION.

Employee agrees that in the performance of Employee's functions and duties, he shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, sexual orientation, or military or veteran's status, or any other legally protected characteristic or status.

SECTION 12. ENTIRE AGREEMENT.

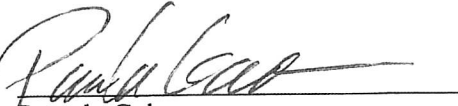
This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party hereto. This Agreement supersedes all other written or oral agreements between the City and Employee.

SECTION 13. ASSIGNMENT.

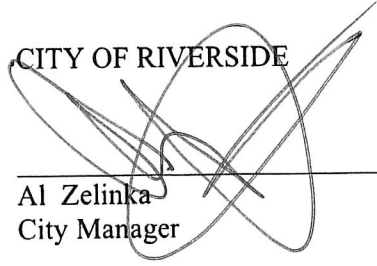
This agreement is not assignable by either City or Employee.

IN WITNESS WHEREOF, City and Employee have caused this Agreement to be executed on the day and year first above written.

"EMPLOYEE"



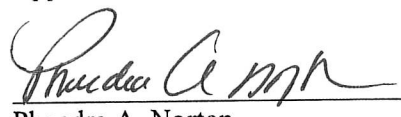
Pamela Galera

CITY OF RIVERSIDE


Al Zelinka
City Manager

Attest 

Donesia Gause
City Clerk

Approved as to form:


Phaedra A. Norton
City Attorney

[04-1355.782]

MINIMUM QUALIFICATIONS:

Education and Experience:

Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education: A Bachelor's Degree from an accredited college or university with major course work in recreation administration, sociology, human relations, or a closely related field. A Master's Degree in a related field is highly desirable.

Experience: Six years of increasingly responsible administrative experience in the recreation and park program management and land use planning.

SUPPLEMENTAL INFORMATION:

Medical Category: Group 4

Necessary Special Requirement

Possession of, or ability to obtain, a valid Class "C" California Motor Vehicle Operator's License.

Career Advancement Opportunities

From: Parks, Recreation, and Community Services Director

To: Assistant to City Manager or City Manager

Duties may include, but are not limited to, the following:

- Direct and participate in the development and implementation of goals, objectives, policies and priorities.
- Plan, direct, supervise and coordinate the work and programs of the recreation, parks and operations divisions.
- Prepare and submit reports and recommendations to the City Manager and City Council regarding activities of the department.
- Plan and direct the development of new facilities and programs, and improvements to existing facilities and programs.
- Act as liaison between appropriate commissions and the City Council and City Manager.
- Develop partnerships and collaborations with other agencies and community based organizations.
- Coordinate Park and Recreation activities and programs with other City departments and divisions, community groups and schools and other outside agencies.
- Respond to the most difficult citizen complaints and requests for information.
- Evaluate the need for, and develop plans and schedules for, long-range parks and recreation programs.
- Supervise the maintenance of files and records of departmental activities.
- Organize and oversee available resources for maintenance, improvement and repair of parks and recreation facilities.
- Prepare and administer the departmental budget.
- Select, train, supervise and evaluate professional, para-professional, technical and administrative support staff.

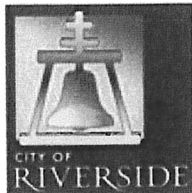
KNOWLEDGE, SKILLS & ABILITIES:

Knowledge of:

- Modern methods, techniques, principles, and procedures used in the development, maintenance and administration of park and recreation programs and facilities.
- Recreational and social needs of various age groups.
- Turf, grounds and landscape design and maintenance.
- Principles and procedures for implementing and directing a wide variety of recreation activities and the development of programs through community participation.
- Principles and practices of administration, budget and personnel management.
- Operation of City government and citizen advisory boards.
- Equal opportunity/affirmative action principles for employment and contracting.

Ability to:

- Plan, organize, coordinate, and direct the development and implementation of recreation programs suited to the needs of the community.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Resolve conflicts involving staff, program participants, and the general public.
- Analyze, interpret, and explain departmental policies and procedures; review, develop and implement division policies.
- Communicate clearly and concisely, orally and in writing; make effective presentations before city staff and the public.
- Supervise, train, and evaluate subordinates.
- Operate personal computer and applicable software applications.



**Parks, Recreation, and Community
Services Director (Non-Classified)**

Class Code:
6520

Bargaining Unit: Executive

City of Arts & Innovation

CITY OF RIVERSIDE

Revision Date: Sep 21, 2011

DEFINITION:

Under executive direction of the City Manager, to plan, develop, coordinate and oversee the provisions of a comprehensive recreation program and the construction and maintenance of all parks, recreation areas, parkways and related facilities and buildings; to provide highly responsible and technical staff assistance; and to do related work as required.

DISTINGUISHING CHARACTERISTICS:

This is the executive level classification in the parks, recreation, and community services professional series. The incumbent is expected to assume overall responsibility for all facets of a municipal park and recreation program including providing leadership in establishing general direction, goals, division priorities and in promoting good customer service. The incumbent works under direction and exercises independent judgment in the performance of a variety of professional, complex and difficult duties. Positions designated as Non-Classified are exempt from the classified service. The incumbent shall be appointed "at-will" and serve at the pleasure of the City Manager.

SUPERVISION RECEIVED AND EXERCISED:

Receives executive direction from the City Manager and/or Assistant City Manager. Exercises general direction over professional, para-professional, technical and administrative support staff.

Reports To: City Manager and/or Assistant City Manager

EXAMPLES OF DUTIES: