

**CITY OF EL PASO, TEXAS**  
**AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: El Paso Zoo  
AGENDA DATE: May 9, 2006  
CONTACT PERSON/PHONE: Lea Hutchinson, VMD, MS  
DISTRICT(S) AFFECTED: n/a

**SUBJECT:**

That the City Manager be authorized to sign an Agreement between the CITY OF EL PASO and the EL PASO ZOOLOGICAL SOCIETY to provide for City reimbursement of financial consideration provided by the Zoological Society for an individual hired by the Society for certain Marketing type functions.

**BACKGROUND / DISCUSSION:**

The Society is a non-profit corporation, the purpose of which is to promote and provide private sector support, both financial and otherwise, to the Zoo's operation and capital improvements. The El Paso Zoo Society has been in existence for 65 years. This reimbursement agreement reflects the fact that the Society has been and continues to be an integral partner of the City and that the current intent is that the Society one day fully manage the El Paso Zoo operations, this marketing position being the first step in that direction.

**PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one?  
Council was provided a presentation by the Zoological Society on March 28<sup>th</sup> regarding its strategic plan. This marketing position is within the scope of that plan.

**AMOUNT AND SOURCE OF FUNDING:**

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?  
Dept. 52010245 - Zoo General Operations Fund 01101 - General Fund  
Account 502215 Outside Contracts - NOC

**BOARD / COMMISSION ACTION:**

Enter appropriate comments or N/A  
N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_  
**DEPARTMENT HEAD:** Lea Hutchinson  
(Example: if RCA is initiated by Purchasing, client department should sign also)  
*Information copy to appropriate Deputy City Manager*

**APPROVED FOR AGENDA:** \_\_\_\_\_

**CITY MANAGER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

90-9 111 3-1000 90  
1100 11111 1111

**RESOLUTION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the City Manager be authorized to sign an Agreement between the CITY OF EL PASO and the EL PASO ZOOLOGICAL SOCIETY to provide for City reimbursement of financial consideration provided by the Zoological Society for an individual hired by the Society for certain Marketing type functions, such reimbursement not to exceed fifty-five thousand dollars even per year.

**ADOPTED this \_\_\_\_\_ day of May, 2006.**

**THE CITY OF EL PASO**

\_\_\_\_\_  
John F. Cook,  
Mayor

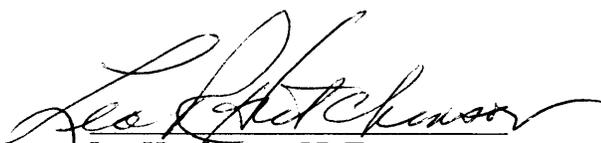
**ATTEST:**

\_\_\_\_\_  
Richarda Momsen,  
City Clerk

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Matt Watson,  
Assistant City Attorney

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Lea Hutchinson, VMD  
Director, El Paso Zoo

STATE OF TEXAS )  
 )  
 ) **AGREEMENT**  
 )  
 )  
CITY OF EL PASO )

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by the CITY OF EL PASO (the "City") and the EL PASO ZOOLOGICAL SOCIETY, a Texas non-profit corporation (the "Society").

**WHEREAS**, a License Agreement between the City and the Society, was entered into on November 12, 2002, providing for the establishment of a mutually beneficial relationship between the parties, promoting and supporting the programs and operations of the El Paso Zoo; and,

**WHEREAS**, the Society is a non-profit corporation, a purpose of which is to promote and provide private sector support, both financial and otherwise, to the Zoo's operation and capital improvements; and

**WHEREAS**, in furtherance of the relationship established by the referenced License Agreement between the parties, the parties wish to enter into an Agreement allowing the Society to hire an individual responsible for advertising, marketing, public relations, public information, promotions, customer relations, special events and volunteer coordination, related to the operation of the Zoo; and

**WHEREAS**, the City agrees to financially reimburse the Society for the costs of hiring and retaining such individual, pursuant to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Society shall hire an individual responsible for advertising, marketing, public relations, public information, promotions, customer relations, special events and volunteer coordination, related to the operation of the Zoo. The individual hired shall be the employee of the Society and shall work under the direction of the Zoo Director.
2. The Society agrees to provide applicable workers' compensation coverage for such employee during the time of his or her employment pursuant to this Agreement. Further, the Society agrees to indemnify and hold harmless, the City, for any and all liability arising out of the employment of this individual, pursuant to this Agreement. The City shall be named as an additional insured on any policy of liability insurance carried by the Society.
3. The City agrees to reimburse the Society for the cost of hiring and retaining such individual in an amount not to exceed \$55,000.00 per year, which includes any salary and normal benefits due the employee, such benefits to include the employer's portion of social security, medicare, Texas Employment Commission payment, group health insurance, life insurance, and

workers compensation insurance. Such amount shall not include reimbursement for incidentals such as any telephone allowance or travel expenses provided to such employee.

4. The parties agree that the City or the Society may terminate this agreement for any reason, after 30 days written notice to the other party of the intention to terminate such Agreement, or at any other time by mutual agreement of the parties.

5. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto.

6. For purposes of determining a place of the Agreement and law of governing the same, it is agreed that the Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the state of Texas. Venue shall be in the courts of El Paso County, Texas.

7. This Agreement constitutes and expresses the entire agreement between the parties hereto and reference to the subject matter of the Agreement.

8. Any notices required under this Agreement shall be sufficient if sent by certified mail, return receipt requested, postage pre-paid, to the City or the Society at the following addresses:

CITY: City of El Paso  
City Manager  
#2 Civic Center Plaza  
El Paso, Texas 79901-1196

SOCIETY: El Paso Zoological Society  
P. O. Box 10179  
El Paso, Texas 79995

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the Effective Date first written above.

**THE CITY OF EL PASO, TEXAS**

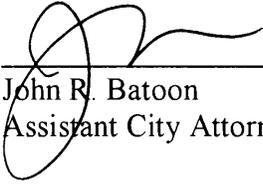
\_\_\_\_\_  
Joyce A. Wilson  
City Manager

**EL PASO ZOOLOGICAL SOCIETY**

By:   
Name (printed) Ceci M. Mulvihill

Its: President, Board of Directors

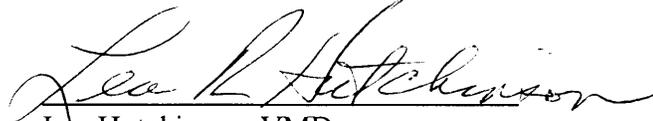
**APPROVED AS TO FORM:**



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John R. Batoon  
Assistant City Attorney

**APPROVED AS TO CONTENT:**



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Lea Hutchinson, VMD  
Director, El Paso Zoo