

**CITY OF EL PASO, TEXAS**  
**DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)**

**DEPARTMENT:** Zoo

**AGENDA DATE:** 10/31/06

**CONTACT PERSON/PHONE:** Zoo, Dr. Lea R. Hutchinson (915) 521-1850

**DISTRICT(S) AFFECTED:** N/A

**SUBJECT:**

A Resolution to authorize the City Manager to sign an Employment Contract between the City of El Paso and Cesar Salmon, to assist the El Paso Zoo as Safety and Security Coordinator.

**BACKGROUND / DISCUSSION:**

Mr. Salmon will conduct, develop, review and supervise safety, security and training for the El Paso Zoo.

**PRIOR COUNCIL ACTION:**

N/A.

**AMOUNT AND SOURCE OF FUNDING:**

Funded for FY07  
Funding Source: 52152001-15445-501011-52000  
Contract Total: \$53,250.00

**BOARD / COMMISSION ACTION:**

Enter appropriate comments or N/A

N/A

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

**LEGAL:** (if required) \_\_\_\_\_

**FINANCE:** (if required) \_\_\_\_\_

**OTHER:** \_\_\_\_\_

(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:** \_\_\_\_\_

06 OCT 23 AM 1:49  
CITY CLERK DEPT.

**RESOLUTION**

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

That the City Manager be authorized to sign a Contract between the **CITY OF EL PASO** and **CESAR SALMON**, to employ Cesar Salmon as a Safety and Security Coordinator for the El Paso Zoo, at a biweekly rate of \$2,040.00. The term of the contract shall be for the period of November 15, 2006 through November 14, 2007.

**APPROVED** this \_\_\_\_\_ day of October 2006.

THE CITY OF EL PASO

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

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
John R. Batoon  
Assistant City Attorney

STATE OF TEXAS        )  
                                  )  
COUNTY OF EL PASO    )

**EMPLOYMENT AGREEMENT**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **CESAR SALMON**, hereinafter referred to as "Employee," witnesseth:

**WHEREAS**, the City, on behalf of the El Paso Zoo, desires to employ the Employee as a Safety and Security Coordinator; and

**WHEREAS**, Employee possesses the skills to render said employment to the City.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1.     SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the El Paso Zoo, in El Paso, Texas. Contractor agrees to adhere to all relevant rules and policies of the El Paso Zoo.

2.     TIME OF PERFORMANCE. The services of Employee are to commence on or about November 15, 2006 and be completed by November 14, 2007 . The City Manager shall have the authority to automatically renew this contract for one or more additional set of periods of time, by giving written notice to the Employee not less than thirty (30) prior to the date upon which this contract would otherwise terminate. Written notice is given by way of this contract.

3.     COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid biweekly at the rate of Two Thousand Forty and 00/100 Dollars (\$2,040.00) for forty (40) hours per week. The total amount of the contract shall not exceed

\$53,250.00 plus benefits. The Employee is classified as an Exempt employee under FLSA and is not eligible for overtime pay. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, he shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this contract.

4. AMENDMENT OF AGREEMENT. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or pursuant to any City Ordinance authorizing contract amendments.

5. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the El Paso Zoo, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

6. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract 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. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

8. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause

to terminate this agreement or if Contract Employee is in breach of this contract, the contract may be terminated immediately upon written notification to the Contract Employee of the cause for termination. As a member of the unclassified services for the City, Employee is subject to removal from his or her position pursuant to Section 6.2-3 of the Charter. Employee acknowledges that Employee has no right of appeal with respect to termination of his or her employment.

9. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out his duties under this Contract.

10. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

CITY:                   City of El Paso  
                              Director, El Paso Zoo  
                              4001 E. Paisano Dr.  
                              El Paso, Texas 79905

EMPLOYEE:           Cesar Salmon

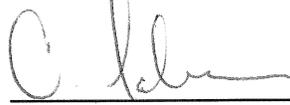
**IN WITNESS WHEREOF** the parties have executed this agreement at El Paso,

Texas this            day of October, 2006.

**CITY OF EL PASO, TEXAS:**

**EMPLOYEE:**

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

  
\_\_\_\_\_  
Name: Cesar Salmon

Approved as to Content:

Approved as to Form:

  
\_\_\_\_\_  
Lea R. Hutchinson, Director  
El Paso Zoo

  
\_\_\_\_\_  
John R. Batoon  
Assistant City Attorney

## SCOPE OF DUTIES STATEMENT

### **Safety & Security Coordinator (El Paso Zoo)**

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#### ***General Purpose***

Under general direction administer, coordinate and supervise contract security services; maintenance of electronic security and alarm systems; contract workers engaged in performing security work; internal customer service and safety/security programs; and, safety/security inspections and training.

#### ***Typical Duties:***

Conduct, develop, review and supervise safety, security and training. Involves: Conduct training on Hazardous Materials Communication, hazardous chemical handling, emergency response procedures, code red/weapons team procedures, risk management, confined space entry, back injury prevention, ergonomics, first-aid/CPR, driver safety courses, security procedures, monitoring and alarm response; and, safety/security inspections and audits of work areas and facilities such as: construction sites, office work stations, maintenance areas, equipment and warehouse sites, exhibits, commissary, animal medical center, public areas. Schedule work, training and inspections. Research and analyze work place injuries, security breaches and accidents to identify trends. Prepare and review accident, incident and security investigation reports. Maintain tracking database of training and inspections. Respond to inquiries and requests for information and/or complaints. Develop lesson plans and review materials for training. Assess safety and security programs, operations processes, equipment and systems. Interfaces with staff to assess needs and develop special training and assessment programs relating to safety and security. Assist staff in determining conditions and practices that are unsafe or could result in a security breach and make recommendations for improvement. Conduct and train staff in accident investigation, safety inspections and related issues. Develop, implement and train staff on security plan.

Develop, review, recommend and monitor safety/security policies and procedures. Involves: Prepare and recommend changes to safety/security policies, procedures and internal controls to ensure compliance with safety/security practices. Maintain liaison with federal, state and City agencies and departments. Monitor facilities, public areas and staff activities to ensure compliance of safe and secure equipment, systems and working conditions to eliminate hazardous practices. Work with consultants and contractors in developing programs and practices that promote a safe and secure environment for customers and staff. Communicate and coordinate safety/security activities with managers, supervisors and staff to maximize the effective and efficient operations and activities. Maintain liaison and coordinate with El Paso disaster preparedness and emergency management agencies concerning zoo's emergency plans and response. Chair and conduct safety committee meetings.

Coordinate and supervise assigned resources. Involves: Monitor and supervise contract security service. Review and oversee internal control for related security items such as equipment, recording and alarm systems. Review incident reports, shift logs and receipt ledgers. Evaluate internal and contract security operations to maximize service effectiveness. Conduct follow up investigations and file reports on security related incidents. Perform as a liaison for internal customers to provide assessment and program implementation for site security services. Provide operations management for the security contract to include contract compliance and oversight of personal selection, training and scheduling. Make recommendations for contract modifications and improvements in security services. Oversee program activities to improve customer service, performance, efficiency and resolution of complaints.

Prepare oral and written reports. Maintain files and records. Instruct, review, guide and check work. Appraise employee performance. Provide training and development; enforce personnel rules, regulations, and work and safety standards. Counsel, motivate and maintain harmony.

### ***Knowledge, Skills, and Abilities***

- Application of considerable knowledge of federal, state and local safety/security standards, laws and regulations.
- Application of considerable knowledge of Workers' Compensation issues, practices and procedures related to the processing of claims function of insurance programs.
- Application of good knowledge of accident prevention, occupational hazards, safety standards, security procedures, training programs, incident investigation, information preservation and reporting procedures
- Application of good knowledge in the operation of video and digital camera, alarm and security systems and test equipment utilized in safety training, investigating and gathering evidence for public records and files.
- Application of good knowledge of disaster preparedness and emergency operations plans, procedures, resources and response.
- Application of good knowledge of supervisory techniques, customer relations, public speaking, public relations and mediation methods.
- Interpretation of laws, rules, regulations, standards and practices specific to health, safety and security investigation and training; and, oral, written, mathematical, legal, statistical and regulatory data dealing with investigation, evidence gathering/preservation and environmental, health, safety and security issues.
- Clear, concise oral and written communication to develop reports, present technical and general training and direction to staff.
- Establish and maintain effective working relationships with coworkers, officials, customers, visitors, contractors, regulatory agencies, community entities and the public.

**Subject to after hours call back and shift work schedules**

***Minimum Qualifications***

Education and Experience: Equivalent to a combination of a Bachelor's degree in security, safety, engineering, risk management, business or public administration, with three (3) years experience in risk management, safety, security or accident prevention programs.

Licenses and Certificates: Texas Class "C" Driver's License or equivalent from another state. Pass a criminal history background check. Texas Commission on Private Security license. Preference given to Certified Safety Professional (CSP) applicants.