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

DEPARTMENT: Zoo

AGENDA DATE: 12/19/06

CONTACT PERSON/PHONE: **Deborah G. Hamlyn, Deputy City Manager, Quality of Life Services (915) 541-4686**

DISTRICT(S) AFFECTED: All

SUBJECT:

APPROVE: Employment Agreement for Lea R. Hutchinson

BACKGROUND / DISCUSSION:

This agreement is necessary in order to provide related expert professional advice pertaining to matters, such as, but limited to, transition of Society/City management partnership, re-accreditation requirements, collections management and governmental and community relations, that could affect future Zoo internal operations an delivery of services to the public; participate in periodic or special construction and other required planning and status meetings.

PRIOR COUNCIL ACTION:

April 19, 2005

AMOUNT AND SOURCE OF FUNDING:

Already budgeted for FY/07
Fund Source: 52152001-15445-52000

BOARD / COMMISSION ACTION:

**********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 DEC 11 PM 4:38
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 an Employment Agreement between the **CITY OF EL PASO** and **LEA R. HUTCHINSON,** to employ Lea R. Hutchinson as a Zoo Projects Consultant for the El Paso Zoo, at a biweekly rate of $2,750.00 for twenty-five (25) hours per week. The term of the contract shall be for the period of December 31, 2006 through December 30, 2008.

APPROVED this day of December 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

Document #: 27024
Document Name: HR/Contract/EA/Lea Hutchinson/Zoo
Document Author: JBAT

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 **LEA R. HUTCHINSON**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the El Paso Zoo, desires to employ the Employee as a Zoo Projects Consultant; 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 December 31, 2006 and be completed by December 30, 2008. 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) days 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 Seven Hundred Fifty and 00/100 Dollars ($2,750.00) for twenty-five (25) hours per week. The total amount of the contract shall

not exceed $143,000.00. The Employee is subject to flex workweek schedules, 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. All paid holidays authorized by the El Paso City Council.

B. Accrual of vacation leave at a rate of 6.26 hours per biweekly pay period and sick leave at a rate of 4.62 hours per biweekly pay period. 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. Accrued but unused vacation leave will be paid at the conclusion of the contract if the contract is not extended or renewed.

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 twenty-one (21) 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
El Paso Zoo
Attn: Director
4001 E. Paisano
El Paso, Texas 79905

EMPLOYEE:

IN WITNESS WHEREOF the parties have executed this agreement at El Paso, Texas this day of December 2006.

CITY OF EL PASO, TEXAS:

Joyce A. Wilson
City Manager

APPROVED AS TO CONTENT:

Deborah G. Hamlyn, Deputy City Manager
Quality of Life Services

APPROVED AS TO FORM:

John R. Batoon
Assistant City Attorney

EMPLOYEE:

Lea R. Hutchinson

Document #: 27024
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ATTACHMENT A

SCOPE OF DUTIES STATEMENT

ZOO PROJECTS CONSULTANT (EL PASO CONTRACT POSITION)

General Purpose

Under general direction, engage in a broad range of consultative activities regarding Zoo improvement and management initiatives.

Typical Duties

Coordinate Zoo capital improvement construction, including the Zoo Western Expansion and re-accreditation projects, and as requested, provide related expert professional advice pertaining matters, such as, but not limited to, transition to Society/City management partnership, re-accreditation requirements, collections management and governmental and community relations, that could affect future Zoo internal operations and delivery of services to the public. Involves: Participate in periodic or special construction and other required open and closed project planning and status meetings, and otherwise collaborate with Zoo Director, City Engineer, City administration, and Zoological Society, regulatory agency, utility company, community organization officials, or their designated representatives to assist in defining needs, scopes, goals, timelines and priorities, and to support negotiations with construction contractors and design professionals. Assist in conducting feasibility studies, qualitatively and quantitatively analyzing findings, and preparing narrative, mathematical and diagrammatic reports on critical concerns and problem solution alternatives. Review and make recommendations regarding project technical issues, such as, animal caging, other specialty equipment, field revisions, value engineering and change orders in order to realize intended objectives. Review and evaluate allied long and short term action plans, including environmental impact and animal habitat assessments. Inspect results of construction and equipment installations for acceptance. Train and guide staff in overcoming difficulties encountered to facilitate introduction of new and changed operational and administrative strategies, policies and methods necessitated by project outcomes. Act as liaison for the Zoo Director on allied operational matters, as required.

Minimum Qualifications

Education and Experience: Bachelor's degree in zoo management, veterinary medicine, business or public administration or related field, and eight (8) years of increasingly responsible professional zoological operation experience, including four (4) years in a managerial or consulting role.

Resume

Lea R. Hutchinson, VMD, MS, ACVPM

December 11, 2006

Professional Employment

Private Veterinary Practice: 57-58 - Small Animal Veterinary Medicine and Surgery
US Air Force: Chief, Veterinary Services: 58-60 – (Base Veterinarian and Preventive, Aviation and Occupational Medicine Team)
Iowa State University: Instructor/Clinician 60-62 – (Large Animal Veterinary Obstetrics and Radiology)
US Department of Agriculture, ARS, Animal Inspection and Quarantine Veterinarian 62-64: Disease Control (Livestock Import Inspections; Livestock Disease Surveillance; Confiscated Livestock Testing; Screwworm Surveillance)
City of El Paso: Director of Veterinary Services 64-74 – (Animal Regulation; Rabies Control; Milk and Dairy Inspection; Zoonoses Epidemiology; Food Inspection; Meat Inspection; Vector Control; Environmental Health); Zoo Veterinarian: 65-88 – (Animal Medicine and Surgery); Zoo Medical Director/Administrator: 88-97 – (Administer and Manage Municipal Zoo; Plan, Develop, Supervise and Coordinate Operations and Plan and Manage Zoo's Major Expansion and Renovation); Zoo Deputy Director (Contract) 04; Zoo Interim Director (Contract) 04-present – (Administer and Direct Zoo Operations; Plan and Manage Major Expansion Funded by 2000 Quality of Life Bond Initiative)
El Paso City-County Health and Environmental District: Deputy Director (Administrator): 74-95; Acting Director: 82-83; Deputy Director: 95-02 – Major Metropolitan Public Health and Environmental Health Agency (Public Health Administration; Dental Services; Communicable/Infectious Disease Investigation; Epidemiology and Vital Statistics; Preventive Medicine; Personal Health; Air Quality; Environmental Health; Community Health; Veterinary Services; Women, Infants and Children Services) (Major Projects: Planning, Organizing and Implementing 911/Emergency Medical Service System; Reorganizing Public Health Programs; Restructuring and Expanding Environmental Health Activities)
Professional Consultant: El Paso City County Health and Environmental District: 02-03 – (Health Disaster Preparedness; Environmental Quality; Administration & Management; Veterinary Officer; Animal Regulation & Disease Control)

Professional Activities

Texas A & M University Center for Urban Programs - Lecturer, Animal & Rabies Control: 74-78
University of Texas El Paso - Adjunct Associate Professor, Biological Science; Lecturer, Public Health Administration; Graduate Faculty, Political Science, Lecturer, Health Administration: 75-89
Texas Tech University, School of Medicine - Adjunct Associate Professor; Associate Clinical Professor; Veterinary Consultant: 74-94
El Paso Emergency Medical Service - Chairman, Planning and Implementation Task Force: 78
El Paso County Medical Society - Co-Chairman, Emergency Medical Service and City-County Health Liaison Committee: 82-84
Texas Street Joint Venture - Managing Partner: 75-00
El Paso Animal Emergency Center Corporation - Vice-President, Secretary/Treasurer: 75-00
Paladin Arabians - Managing Partner: 80-90
El Paso Health Careers Council - Veterinary Representative: 67-83
El Paso Council of Governments - Chairman, Health Task Force: 69-70
Mayor's Council for Social Action - Coordinator, Health Committee: 69-71
West Texas Council of Governments - Health Planning Advisory Executive Committee: 72-75
Health Systems Agency - Diagnosis and Treatment and Health Systems Task Forces: 77
El Paso Chamber of Commerce - Health and Safety Committee: 82-84
Multi-Agency Planning Committee (Bio-Terrorism Response) - Metropolitan Medical Response System, Steering Committee - Local Emergency Planning Committee: 99-03
El Paso City County Interlocal Animal Control Center Facility Committee: 02-04

Professional Organizations

El Paso Veterinary Medical Association (Secretary/Treasurer; Vice-President; President: 69-71)
Texas Veterinary Medical Association (Director; Chairman, Public Health and Preventive Medicine Committee; Chairman, Board of Directors; Third Vice-President: 73-79)
American Veterinary Medical Association
American Zoo and Aquarium Association (Professional Fellow; Constitution and Bylaws Committee: 90-97; Affiliate: 97-04; Professional Fellow 04-present)
American Association Zoo Veterinarians
Wildlife Disease Association
Association of Avian Veterinarians
American Society of Laboratory Animal Practitioners
International Association Aquatic Animal Medicine
Conference of Public Health Veterinarians (Director; President Elect; President: 76-88)
Texas Public Health Association (Vice-Chairman, Veterinary Section: 70-71)
US-Mexico Border Health Association (Governing Council; Vice-President; President Elect; President: 71-86)
American Association of Public Health Veterinarians
Teachers Veterinary Public Health and Preventive Medicine
National Association of State Public Health Veterinarians
National Association of Federal Veterinarians

Professional Specialty/Licenses

American College of Veterinary Preventive Medicine (American Board of Veterinary Public Health) Diplomate: 73-Present; Councilor: 86-89; Current Veterinary License - New Mexico and Texas

Publications/Presentations

Author/Co-author - 10 Professional Articles
Numerous Presentations - Conferences, Seminars, Civic Groups, TV & Radio

Education/Training

University of Connecticut – Pre-Veterinary Medicine: 50-53
University of Pennsylvania - Veterinary Medicine, VMD Degree: 53-57
Iowa State University - Veterinary Obstetrics & Radiology, MS Degree: 60-62
Walter Reed Institute of Research - Veterinary Aspects of Nuclear Medicine: 60
US Public Health Service, CDC - Applied Epidemiology for Veterinarians: 66
Industrial College of Armed Forces - National Security Management: 72
US Department of Agriculture - Emergency Animal Disease Programs: 78
City of El Paso - Management Training: 80
Air War College - Air Force Reserve Senior Officer Professional Military Education: 81
School of Aviation Medicine - Global Medicine: 82; Environmental Health Services Problems and Policies: 83,87,89,90
US Reserve Forces - National Security Management: 82
American Zoo and Aquarium Association - Zoo/Aquarium Management Development: 90, 91

Military Service

US Air Force - Veterinary Officer/Environmental Health Officer: Active Duty: 58-60, Reserves: 61-90, Retired (Colonel): 09/90

Civic Activities

El Paso Community Ambassador Club - President: 64-67
El Paso Jaycees - Director; 4th Vice-President; Treasurer; Executive Vice-President; President: 65-69
El Paso Sun Carnival Association - Director: 66-68
El Paso Chamber of Commerce - Fiesta Chamizal Committee; Associate Director: 66-68
El Paso Heart Association - Director; Vice-President; President: 65-68
El Paso Tuberculosis Association - Director; Vice President; President: 65-68
Trans-Pecos Tuberculosis and Respiratory Diseases Association - President Elect; President: 68-71
American Lung Association of Texas - President, Trans-Pecos Area: 73-74
El Paso Community College - Steering Committee: 69
El Paso County Historical Survey - Chairman, Historical Preservation: 69-71
Border Museums Association - Treasurer: 94-97
El Paso Community Action Agency - Director; Secretary; Vice-Chairman: 74-79
Goals for El Paso - Human Needs Task Force: 77
El Paso Employee's Federal Union - Director; Chairman, Supervisory Committee: 83-87
Border Arabian Horse Association - Treasurer; President Elect; President: 75-79
El Paso Zoological Society - Ex Officio Member, Board of Directors: 88-97 – 03-present
City of El Paso - Development Coordinating Committee; Union Plaza Redevelopment Program Coordinating Committee: 96-99
University of Texas El Paso - Rio Bosque Wetlands Park: 97-03; Centennial Museum Chihuahuan Desert Gardens: 99-03
Rotary Club of El Paso: 98-Present
El Paso Visiting Nurses Association - Director, Vice Chairman, Chairman: 99-05

Honors

Community Ambassador, Zagreb Yugoslavia - Experiment in International Living
Alpha Zeta Scholastic Fraternity - University of Connecticut
Phi Zeta Scholastic Fraternity - University of Pennsylvania
Phi Kappa Phi Scholastic Fraternity - Iowa State University
Meritorious Service Medal - US Army; US Air Force (Three Oak Leaf Clusters)
Biomedical Science Corps Individual Mobilization Augmentee of the Year - US Air Force Reserves
Honorary Life Member; Outstanding Local Health Worker; Trustee - US-Mexico Border Health Association
Award of Merit - El Paso Chamber of Commerce
Key Man, Outstanding Jaycee - El Paso Jaycees
Veterinarian of the Year - El Paso Springer Spaniel Club
Ann Bucher Memorial Award - El Paso County Humane Society
Community Involvement Award - El Paso Veterinary Medical Association
Conquistador Award - City of El Paso