

Agenda Item Form

Agenda Date: 08/17/04

Districts Affected: N/A

Dept. Head/Contact Information: Police Department / Cmdr. Ken Adcox (915) 564-7039

Type of Agenda Item:

- | | | |
|--|---|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input checked="" type="checkbox"/> Other <u>Personal services</u> | | |

Funding Source:

- General Fund
 Grant (duration of funds: 12 Months)
 Other Source: _____

Legal:

- Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar Approved Denied

Timeline Priority: High Medium Low # of days: _____

Why is this item necessary:

To fill a position at the Northeast Regional Command Center for the Domestic Abuse Response Team (DART). This is a grant funded position which is funded through August 31, 2005.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

N/A. This is a grant funded position and is already budgeted through August 31, 2005.

Statutory or Citizen Concerns:

None anticipated.

Departmental Concerns:

None anticipated.

RESOLUTION

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

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **LEAH E. MOORE**, to assist the Police Department as a Domestic Abuse Response Team Case Manager at an hourly rate of \$12.50 for 40 hours per week. The term of the contract shall be for the period of September 1, 2004 through August 31, 2005.

APPROVED this 17th day of August 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

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

WHEREAS, the City, on behalf of the Police Department, desires to employ the Employee as a Domestic Abuse Response Team Case Manager; 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 Police Department, in El Paso, Texas.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about September 1, 2004 and be completed by August 31, 2005.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid an hourly rate of Twelve and 50/100 Dollars (\$12.50). The employee shall work a minimum of forty (40) hours per week. Employee is classified as non-exempt and shall be eligible for overtime pay. In the event that employee works in excess of forty (40) hours per week, employee shall be paid overtime in accordance with the Fair Labor Standards Act. Employee may be required to use own vehicle for response and will be reimbursed for mileage at the rate of \$.365 per mile, not to exceed \$1,300.00 per contract year. 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, she 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. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

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 other than those outlined in Attachment B. Employee agrees that at no time will she make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Police Department, 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.

5. 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.

6. 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.

7. 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, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer

on behalf of the City.

8. 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 her duties under this Contract.

9. 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
Police Department
Attn: Chief of Police
911 North Raynor
El Paso, Texas

EMPLOYEE: Leah E. Moore

IN WITNESS WHEREOF the parties have executed this agreement at El Paso, Texas this 17th day of August, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

(Signatures continued on page 6)

EMPLOYEE:

Moore Leah E. (Police).DOC

Leah E. Moore
SSN:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Guadalupe Cuellar
Deputy City Attorney

Richard Wiles
Chief of Police

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: _____, Secretary
Date: 8/12/04

ATTACHMENT "A"
SCOPE OF DUTIES
DART-CASE MANAGER

Duties:

- On site visits with crime victims
- Coordinating and making appropriate referrals
- Planning, scheduling, and making presentations to EPPD officers, citizens, and crime victims
- Planning and scheduling victim information sessions
- Compiling statistical reports
- Will be on standby for call out to crime scenes (augmented by volunteers)
- Sending contact letters to crime victims
- Making telephone contact with victims
- Maintaining a list of available resources and contact persons in various agencies
- Assisting DART officer in identifying and training peer trainers

Case Managers will be mobile units. Although they will concentrate their efforts in the Northeast section of El Paso, they will also assist clients at any EPPD facility or other locations within the EPPD jurisdiction.

ATTACHMENT "B"

FRINGE BENEFITS

DART CASE MANAGER

The following benefits package is based on an annual salary of \$26,058.00

BENEFIT	PERCENT/RATE	TOTAL
FICA	.062	1616.00
Medicare	.0145	252.00
Workers' Compensation	.0312	253.00
Health/Life Insurance	\$4,200.00	4,200.00
TOTAL BENEFITS		\$6,321.00

07/11/2003 12:42
 NE DART EPPD
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PERMANENT FILES

Leah E. Moore

Current Address

[REDACTED]
El Paso, TX 79934
[REDACTED]
[REDACTED]

Work phone: (915) [REDACTED]

EDUCATION:

Luther College, Decorah, Iowa

La Universidad Católica de Valparaíso, Valparaíso, Chile

Bachelor of Arts in English and Spanish

May 2001

GPA: 3.71

WORK EXPERIENCE:

Case Manager

September 2002-Present

Domestic Abuse Response Team, El Paso Police Department

**Currently work at the Pebble Hills Regional Command Center providing immediate intervention and information regarding available resources and programs providing assistance to victims of family violence, conducting public presentations and trainings on family violence, providing information on available resources to victims of other crimes against people, and completing all necessary paperwork for Texas Crime Victims' Compensation applications for crime victims.

Border Servant Corps volunteer

March 2002-August 2002

Las Americas Immigrant Advocacy Center

El Paso, Texas

**Working as coordinator for battered immigrant women project by conducting intake interviews, helping clients collect proper documentation for their VAWA self-petitions, translating their personal affidavits from Spanish to English, and giving outreach presentations.

Border Servant Corps volunteer

Nov 2001-February 2002

Lutheran Social Services of the South

El Paso, Texas

**Worked as fill-in for Activity Director at adult day care center by planning daily activities for center, ordering and serving meals, keeping documentation/paperwork updated, leading games, helping people with crafts, and washing dishes.

Intern to Division for Global Missions

Chicago, Illinois

Evangelical Lutheran Church of America

Summer 2001

**Worked in national church offices editing informational materials, planning youth programs of the annual Global Mission Events conferences, co-conducting the youth programs of these conferences in Denver, CO and Selinsgrove, PA, and archiving missionary photos.

ACTIVITIES:

Member of El Paso Symphony Orchestra

Member of Coronado Baptist Church orchestra, El Paso, TX

AWARDS/HONORS:

Completed Victim Services Response Team Training, El Paso Police Department

Luther College Dean's List, Regent's Scholar

Weston Noble Music Scholarship

Study Abroad Scholarship

REFERENCES:

available upon request

ATTACHMENT "A"
SCOPE OF DUTIES
DART CASE MANAGER

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