



City of Asheville
Office of the City Manager
P.O. Box 7148
Asheville, NC 28802
(828) 259-5604
www.ashevilenc.gov

May 22, 2015

Tammy Hooper

Subject: Letter of Final Offer for City of Asheville Chief of Police Position

Dear Tammy:

The purpose of this letter is to formally offer you the position of Chief of Police for the City of Asheville. The primary terms of employment are outlined herein. If the terms are agreeable, please sign this agreement and return it to me at your earliest convenience.

A. GENERAL

1. Your first day of employment will be on July 20, 2015.
2. You shall perform all the duties and services generally required of the Chief of Police and any other and further appropriate duties specifically assigned to you by the City Manager's Office.
3. As a salaried employee you will be required to work the hours necessary to successfully manage the Asheville Police Department.
4. As is consistent with City policy and the Asheville Civil Service Act, you are not eligible for Civil Service coverage.
5. You must agree to utilize the City's direct deposit system through its Payroll Division.
6. You agree to abide by all City and Asheville Police Department policies.
7. You agree to not accept any outside or other employment unless agreed to by the City Manager and Human Resources Director. You further agree to not engage in any incompatible office during your employment with the City as the Chief of Police.

B. COMPENSATION

1. Your annual salary will be \$155,000 per year, which will be subject to annual adjustments in the same manner as other City employees in the executive pay plan.
2. This position is exempt and is not eligible for overtime compensation, but is eligible for compensatory time in accordance with City Policy.

C. CERTIFICATION

1. You are required to obtain certification as a sworn law enforcement officer in the State of North Carolina within a reasonable time period after your first day of employment with the City. You are required to cooperate with the City and/or the City's agent/representative in

submitting all documentation and forms required by the NC Criminal Justice Standards Division in a timely manner.

D. TERM AND TERMINATION

1. The City may terminate your employment at any time, with or without cause, subject only to the provisions set forth in this agreement. For cause shall be defined as:
 - a. Your willful, knowing, grossly negligent or negligent breach, disregard or habitual neglect of the following:
 - i) any provision of this agreement;
 - ii) any duty or obligation required to be performed by you under this Agreement or by City of Asheville or Asheville Police Department policy or under the Charter and ordinances of the City and/ or laws of the United States, or of the State of North Carolina; or
 - iii) any lawful duties requested of you by the City Manager or his/ her designee.
 - b. Your conviction of any illegal act involving personal gain to you, a felony or misdemeanor involving moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violation of the traffic laws, whether or not related to your official duties; or
 - c. Your willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, of public or other funds or property; or
 - d. Any violation of City of Asheville or Asheville Police Department policies that constitute terminable violations.
 - e. Your failure to obtain and/or maintain Certification Status with the North Carolina Criminal Justice Education and Training Standards. This includes failure to obtain your certification in a timely manner.
2. In the event you choose to resign from your position as Police Chief, you agree to provide the City with sixty (60) days' notice, unless the City agrees in writing to waive any portion of the 60 day period.

E. SEVERANCE PAY

1. In the event that the City terminates your employment other than for cause within the first five (5) years of full time employment, then the City shall be obligated to pay you six (6) months' severance wages.
2. Severance wages shall mean your then-existing base salary, which shall be paid in one lump sum, less taxes and other authorized deductions.
3. In the event that you are eligible to receive severance wages as set forth above, you shall be entitled to COBRA benefits.
4. If the City terminates your employment for cause as defined herein, or you resign your position as Chief of Police, the City shall have no obligation to pay you any severance wages.

F. BENEFITS AND VACATION

1. You will be eligible for city insurance programs the first of the month following 30 days of employment, which is September 1, 2015.
2. You will receive vacation leave consistent with all other City department directors.
3. You will be required to participate in the Local Governmental Employees' Retirement System (NCLGERS).
4. In the event that your employment with the City is terminated, either voluntarily or involuntarily, you will be compensated for accrued but unused accrued vacation in accordance with City policy. Compensatory time is not compensable.

G. TRANSPORTATION

1. You will be assigned a City vehicle to use while performing your duties as Chief of Police. The vehicle shall be utilized in compliance with City Policy.

H. RESIDENCY, MOVING AND RELOCATION EXPENSES

1. You will be reimbursed for relocation expenses based on bids received from at least two local moving companies. If you voluntarily leave employment with the City or any reason and at any date prior to one year from the date of this letter, you will be required to reimburse the City in full for said costs within 30 days of the separation date.
2. The City agrees to pay for expenses incurred for one trip to Asheville to search for potential residences, which shall not exceed \$1,000.00 (includes mileage, two night's lodging and meals).
3. The City will provide you with a \$1,000.00 per month housing allowance, not to exceed twelve months. It is expected that you will be fully relocated within 12 months into permanent housing. If you purchase a home in less than 12 months, the housing allowance will be discontinued at that time.
4. It is required that you establish and maintain primary residence within 30 minutes of the City's downtown Police headquarters.

I. PERFORMANCE EVALUATION

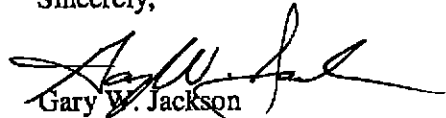
1. Within 60 days of employment, the City Manager's office will solidify your first year work plan, to include primary goals and objectives.
2. You will receive a six-month (180 day) performance review which will not have salary implications.
3. As consistent with all department directors, you will be reviewed in the post-July – August timeframe for annual review purposes. Please note that merit increases and pay plan adjustments are approved by City Council on a yearly basis, and may be subject to change and/or elimination under certain budgetary circumstances.

J. DUES AND SUBSCRIPTIONS


1. The City will maintain your professional memberships and associated conferences with the following organizations: IACP, PERF, FBINAA.

I look forward to working with you. If you have questions after reviewing this document, please contact me immediately. Otherwise, in order to document your acceptance of this final offer, please return a signed copy of this letter to me. Upon receipt of your response, Assistant City Manager Paul Fetherston and/or I will sit down with you to discuss your duties, time sensitive deadlines, and goals and objectives.

Sincerely,


Gary W. Jackson
City Manager

Accepted by:


Tammy Hooper
Date: MAY 27, 2015

cc: Paul Fetherston, Assistant City Manager
Kelley C. Dickens, Human Resources Director