



City of Tacoma
Human Resources Department

May 29, 2018 [revised]

Jackie Flowers
205 Stillwater Drive
Idaho Falls, ID 83404

Subject: Offer of Employment

Dear Ms. Flowers,

The City is pleased to offer you the position of Director of Utilities for the Department of Public Utilities. Your leadership, knowledge, skills and experience will be valuable assets to the Department and the City.

Pursuant to Tacoma City Charter section 4.18 the terms of your employment are that this an at-will position appointed by the Public Utility Board and subject to confirmation by the City Council. Every two-years thereafter the position is subject to reappointment by the Board and reconfirmation by the City Council.

Salary and benefits parameters are set forth under the Tacoma Municipal Code. The following terms are offered for your employment:

1. Your effective date is August 1, 2018, pending confirmation by the City Council.
2. You will be a salaried employee, exempt from overtime. Under the City's current payroll system your hourly rate will be \$158.73, Step 1A (\$330,158.40 annually) for a standard 80-hour biweekly pay period.
3. You will be awarded with 20 days of Administrative Leave, which you can utilize during your first year of employment while your Personal Time Off (PTO) balance begins to accrue. Any unused Administrative Leave will expire after the second year and is not eligible for cash out.
4. You will accrue PTO in increments authorized under TMC 1.12.248 or as hereafter amended. First year employees are provided 18 days per year or 5.54 hours per pay period. This accrual rate cannot be changed.
5. You will receive the standard benefit package for employees of the City. Standard City medical, dental, and vision benefits will be available to you on August 1, 2018, as well as life insurance and the City's deferred compensation plan. You will receive more information about these benefit programs and additional options at your new hire orientation.
6. As of the date you are hired, you will automatically become a member of the Tacoma Employees Retirement System, which is funded by contributions from both the City (11.34% of payroll) and the employee (9.66% of salary).
7. Pursuant to City Charter section 4.18 your performance will be reviewed annually by the Public Utility Board and the outcome of this review will be a public document. Your performance review shall be in accordance with specific criteria developed jointly by you and the Board. Said criteria may be amended, from time to time, as determined by the Board in consultation with you. Further, the Board shall provide you with a written summary statement of its review, and you will be provided with an adequate opportunity to discuss said evaluation with the Board. You will be eligible for merit pay consideration annually, with compensation increases tied to performance outcomes. Any increase to your compensation shall be approved at a public meeting by an affirmative vote of not less than three Board members.
8. During the term of your appointment you shall reside within the City limits of Tacoma and your moving expenses to the City of Tacoma will be reimbursed.

9. You agree to remain in the exclusive employment of the City during the term of your appointment, and you will not become employed by any other employer during your appointment.
10. You will receive a parking space at the Tacoma Public Utilities Building free of charge.
11. City hereby agrees to budget for and to pay travel and subsistence expenses for your professional and official travel, meetings, and occasions adequate to continue your professional development and to adequately pursue necessary official functions for City, including such national, regional, state, local governmental groups, and professional boards and committees thereof for which you serve as a member, provided such expenses are consistent with the City's policy and procedures for payment of employee expenses or any successor policies.
12. City shall defend, save harmless, and indemnify you as set forth in TMC 1.12.920 or successor sections, and the City shall pay the cost of any fidelity or bonds required for you to perform the duties of your position.
13. You shall be allowed to accumulate and accrue all paid time off days and shall be paid for same upon termination of this agreement subject to the limits set forth in TMC 1.12.248.C.
14. If you are terminated involuntarily, asked to resign, or otherwise end employment at the request of the Board, or your appointment is not reconfirmed by the City Council, you will be provided with twelve (12) months' severance pay at your then-current rate of pay. Pursuant to 1.12.100.H., should your termination be the result of gross negligence, intentional acts which are not in the best interests of the City or interfere with your ability to perform the duties of the position, acceptance of another position while still employed with the City, or conviction of a gross misdemeanor or felony offense then no severance payment will be granted.
15. Nothing contained in this offer is intended to modify or supersede any provisions contained in the Tacoma City Charter or Tacoma Municipal Code, and any conflict between the provisions contained herein and the Tacoma City Charter or Tacoma Municipal Code shall be governed by the provisions set forth in the Tacoma City Charter or Tacoma Municipal Code.

You will receive a welcome packet from Human Resources that includes a list of required items you need to furnish at New Employee Orientation on your first day. If you do not receive your information packet by three business days prior to your start date, please contact the Human Resources Department at 253-591-5400.

For a more information about the City of Tacoma, your benefit choices, and an in-depth explanation of what to expect on your first day as a new employee, please visit our website at www.cityoftacoma.org/newhires.

Please contact either of us for information about this offer and for details about your first day such as, report time and location. Indicate your acceptance of this offer by signing below and returning to this office.

Sincerely,

Accepted by:



Gary Buchanan
Human Resources Director



Jackie Flowers

Approved as to form:



William Fosbre
City Attorney

cc: HR Personnel File
CAO Administration