

OPTIONAL RESIGNATION AGREEMENT

This agreement is entered into by and between Shon F. Barnes (“you”) and the Seattle Police Department and City of Seattle (“the City”).

TERMS OF AGREEMENT

1. The City agrees to provide you with the following compensation, benefits, and other consideration:
 - a. Your last day on the City’s payroll will be July 30, 2026. Your separation will be coded in City records as a voluntary resignation.
 - b. Any unused accrued vacation hours remaining at the end of your employment will be cashed out upon your separation in accordance with City policy. All other unused leave balances will also be addressed in accordance with City policy.
 - c. The City agrees to pay you a lump sum equal to the cost of 12 months of COBRA coverage for you and your covered family members at \$2,525.99 /month. In addition, the City agrees to pay you a lump sum payment equal to 18 months of salary at your current payrate of \$179.54 per hour. These payments will be subject to ordinary payroll tax withholdings, but they will not be subject to employer or employee LEOFF contributions. The City will report these payments to the IRS on a W-2 form. You will receive these payments within 30 days after the date of your signature below.
 - d. The City agrees that you have no obligation to repay the \$50,000 hiring incentive you received as a new lateral officer. Likewise, the City agrees that you have no obligation to repay the relocation reimbursement benefit of \$60,000 or any reimbursement you received for moving expenses.
 - e. If you choose to apply to the Washington Employment Security Department for unemployment benefits and the City is asked by the Employment Security Department to provide the reason for your departure, the City will accurately report that you resigned and will provide the Employment Security Department a copy of this Agreement.
 - f. The City will respond to any inquiries from prospective employers other than the City of Seattle, provided you direct all such employers to contact Seattle Department of Human Resources directly. In response to inquiries from prospective employers, and in the absence of written authorization from you to disclose full information about your City employment, HR will verify the dates of your employment, the title of your position, and your salary information. HR will not provide prospective employers with any other information, unless you authorize them in writing to do so or unless HR is required by law to do so.

2. In return for the compensation, benefits and other consideration described above, you agree to the following:
 - a. Through your last day on the payroll on July 30, 2026, you agree to continue to abide by all City rules and expectations and promote a smooth and orderly transition of your workload. During this period, you will be relieved of your duties.
 - b. You completely release and forever discharge the City from any and all claims and liabilities arising out of or relating to your employment with the City or your resignation therefrom. This includes all claims and liabilities of any kind whatsoever in law or equity, whether known or unknown, which you may have as of the date of your signature below. This release includes contract, statutory, and tort claims and any and all claims arising under federal, state, local or common law, including but not limited to the Washington Law Against Discrimination, Title VII, the Americans with Disabilities Act, the Fair Employment Practices Ordinance, and any other federal, state, or local civil or human rights law.
 - c. You agree not to initiate, or cause to be initiated, any action, lawsuit, or proceeding against the City and/or any officer or employee of the City, which arises out of or relates to your employment with the City or your separation therefrom. You also agree to withdraw any complaints, claims, or other actions you have already filed with any agency. You agree to pay the City's costs and attorney's fees in the event that such an action is initiated or not withdrawn.
3. Except as otherwise set forth in this Agreement, you agree that you are not entitled to any additional performance and retention compensation from the City.
4. You understand and agree that the compensation, benefits, and other terms outlined in paragraph 1 of this agreement are optional and being provided to you as adequate consideration for the release and promises outlined in paragraph 2. You acknowledge and agree that you would not otherwise be entitled to receive such consideration.
5. This agreement contains the entire agreement between the parties with respect to your separation from employment. This agreement shall be construed in accordance with Washington law, and any legal action in connection with this agreement shall be brought in Washington. The prevailing party in any such action shall be entitled to recover its reasonable costs and attorney fees.
6. If any provision of this Agreement is or becomes unenforceable for any reason, the remainder shall remain in full force and effect. However, if the release in paragraph 2 is declared unenforceable or invalid, the City shall have the option of rescinding this agreement and seeking repayment of any sums paid in consideration for the release.
7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one instrument.

8. By signing this agreement, you acknowledge that you have carefully read and fully understand all the provisions and consequences of this agreement, that you understand this agreement contains a release of all known and unknown employment claims, and that you are entering into this agreement knowingly and voluntarily.

CITY OF SEATTLE

Shon F. Barnes

SHON F. BARNES

Date Signed: 07 / 30 / 2026

Katie B. Wilson

KATIE WILSON, Mayor

Date Signed: