

VOLUNTARY RESIGNATION AGREEMENT

This Voluntary Resignation Agreement (Agreement) is made and entered between THE CITY OF TACOMA (hereafter the "City"), a municipal corporation, and Christopher Burbank (hereafter "Employee"), an employee of the City.


IN CONSIDERATION of the mutual promises set forth herein and of good and valuable consideration, the parties agree as follows:

1. The City and Employee acknowledge that there is mutual benefit to the parties from the voluntary resignation of the employee.
2. In consideration for Employee's agreement to voluntarily separate from City employment immediately and as valid consideration for such agreement, the City shall pay Employee the total amount of \$500,000 (the "Agreed Payment"). The City agrees to waive the notice requirement under Tacoma Municipal Code 1.24.890.
3. The parties agree that the employee separates in good standing.
4. Employee will submit a non-revocable letter of resignation to the City effective upon receipt by the City. As soon as practicable thereafter, the Agreed Payment will be made.
5. In addition to the Agreed Payment, standard employment separation payouts as set forth in the Tacoma Municipal Code and applicable collective bargaining agreement, if any, will be made. COBRA benefits will be made available as required by law.
6. In entering into this Agreement, Employee represents that he has had the opportunity to seek the legal advice of counsel; that he has had the opportunity to consult with his Union, which he agrees has fully and fairly represented him; that he has carefully read this Agreement and knows the contents hereof and signs the same as Employee's own free act; and that the terms and conditions of this Agreement are fully understood and voluntarily accepted by Employee.
7. Employee assumes complete and sole responsibility for the payment of any and all taxes, whether federal, state, local, FICA or otherwise, related to any payments provided in this agreement, and shall protect, defend, indemnify, and hold harmless the City against any and all claims, penalties and other liabilities resulting from any liability, or claim of liability, for the payment or withholding of amounts assessed due to any federal, state or local governments or agencies on payment of any obligation of City, including but not limited to federal withholding taxes, state withholding taxes, social security or other taxes, resulting from the payment of the settlement amount.

8. This Agreement shall be construed and governed in all respects by the laws of the state of Washington. All parties shall submit to jurisdiction and venue in the Pierce County Superior Court, State of Washington, in connection with any claims arising out of this Agreement.
9. No provision within this agreement shall be interpreted to impact the operation of RCW 4.96.041 and/or TMC 1.12.920. Pursuant to these requirements the City will continue its current course of defense and indemnification.
10. The Employee agrees to waive the 10 day notice requirement under RCW 42.56.250 with regard to publication of the Chief's Investigative Report and Findings.
11. Details of this agreement will remain confidential until after public announcement by the City on Tuesday, January 16, 2024.

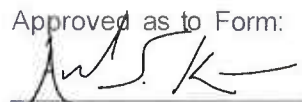
The City of Tacoma


Elizabeth Pauli
City Manager

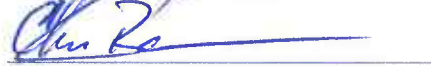

Avery Moore,
Chief of Police

Employee

 1/11/24
Christopher Burbank

Approved as to Form: 1/11/24

Anil Karia, Legal Counsel
Tacoma Police Union Local 6

Approved as to Form:


Chris Bacha
City Attorney