

## **EMPLOYMENT SEPARATION AGREEMENT**

This Employment Separation Agreement (the "Separation Agreement") is made and entered into by and between the City of Seabrook, Texas (the "City") and Sean Anthony Wright ("Wright").

WHEREAS, Wright is currently employed as Police Chief for the City; and

WHEREAS, the parties have determined that it is in their mutual best interests to end the employment relationship effective as of May 9, 2023; and

WHEREAS, the City acknowledges and agrees that Wright is entitled by law to be paid for his accrued but unused vacation time in the amount stated more specifically below herein; and

WHEREAS, the parties desire to enter into this Separation Agreement to govern the terms and conditions of Wright's separation from employment, including the provision of a mutual and reciprocal release of any potential claims.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained herein, the City and Wright do covenant and agree as follows:

### **Terms of the Separation Agreement**

1. The City and Wright by this Separation Agreement, do hereby agree that:
  - a. Wright shall submit a voluntary resignation indicating his intent to retire and Wright's employment with the City of Seabrook will terminate effective May 9, 2023.
  - b. Upon approval by City Council, the City shall make a one-time payment to Wright in the amount of seventy-two thousand, seven-hundred, fifty dollars (\$72,750.00) on or before May 30, 2023. Wright agrees to accept this sum as full and final payment for any compensation due to him, including, any amounts due for accrued sick leave, holiday pay, or any other paid time due to him. Any amounts owed for accrued but unused vacation time pursuant to the City's personnel policies will be dealt with separately. The payment of the sum of seventy-two thousand, seven-hundred, fifty dollars (\$72,750.00) from the City to Wright shall also constitute and effectuate a mutual waiver of any and all potential legal claims against the City by Wright or against Wright by the City. The City will withhold and submit all appropriate income taxes and other withholdings from the aforementioned cash sum and will make all standard pension contributions to TMRS on this cash sum payable to Wright.

- c. Wright agrees that he will cooperate with and assist the City in connection with the defense of any lawsuits or claims against the City that arise, in whole or in part, out of events that occurred during his tenure as Police Chief.
- d. Wright agrees to make no further media statements in his individual capacity and to refer all media, and requests for comment(s) from Wright to media, to his attorney's office for submission of comment(s) to media on his behalf.
- e. The City agrees to make no further media statements and to refer all media, and requests for comment(s) from the City to media, to their attorney's office for submission of comment(s) to media on its behalf.
- e. The City will cause to be submitted a F-5 Separation Report to TCOLE reflecting Wright was "Honorably Discharged" and Wright shall be considered an Honorably Retired Peace Officer.

2. The City and Wright mutually and reciprocally agree to release claims against each other as follows:

- a. Wright hereby releases, acquits and forever discharges any claims he has, or might have, as of the execution date of this Separation Agreement against the City, its elected and appointed officials, officers, agents, and employees, past or present, both in their individual and official capacities and all other persons in privity with them. The claims discharged include any and all claims, demands, damages, actions, causes of action of any kind whatsoever, in law or in equity, at common law or statutory, that Wright has or may have, known or unknown, that are now existing, because of any matter or thing done, omitted, or suffered to be done by any of the parties released hereby or in any way arising out of or in any way attributable to the employment or cessation of the employment of Wright. This release covers all claims for damages, reinstatement, attorney's fees or other legal or equitable relief arising from or during Wright's employment with the City, and any events related thereto. This release is intended to include all possible claims and specifically includes, without limitation, claims under federal or state employment discrimination statutes, Texas Government Code § 554.001, *et seq.*, the Age Discrimination in Employment Act (ADEA), the state and federal constitutions, and Texas common law. This release is intended to include all possible claims brought, or that could have been brought, against any of the persons or entities named above. The provisions of this Section shall survive the termination of the Separation Agreement.
- b. Except as provided below, the City hereby releases, acquits and forever discharges any claims it has, or might have, as of the execution date of this Separation Agreement against Wright, his estate, or his attorneys, it being intended that this Separation Agreement shall constitute a general and mutual release, without limitation, for the consideration herein expressed.



3. The City agrees to return all personal property belonging to Wright that are currently in the City's possession at a mutually agreeable date. Wright agrees to return all property belonging to the City at the same time.
4. Wright stipulates that he has carefully read this Separation Agreement and that he has had the advice of legal counsel of his own choosing with regard to the terms of this Separation Agreement. The parties agree that the terms of this Separation Agreement shall not be construed against the party drafting the Separation Agreement.
5. Except where required by law or if otherwise instructed in writing by Wright, the City shall direct its employees and agents to provide only Wright's dates of employment, positions held, and salaries should there be any request by a third party for information regarding Wright's employment. Wright and the City agree to make no disparaging comments about the other and to incite no disparaging comments by others about Wright, the City, or any of its elected and appointed officials, officers, agents, or employees, past or present.
6. This Separation Agreement does not constitute an admission of liability or fault by either of the parties and is intended to amicably resolve any potential legal issues between the parties hereafter.
7. This Separation Agreement shall be construed as a compromise and settlement of bona fide disputes and controversies between the parties and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment or cessation of employment of Wright with the City. Both Wright and the City acknowledge and stipulate that this Separation Agreement contains the entire agreement between the parties with respect to such employment or cessation of employment.
8. This Separation Agreement may not be changed except by written amendment duly authorized and executed by all parties who are signatories to this original Separation Agreement, or their predecessor, as applicable (e.g., any of the City's elected and appointed officials, officers, agents, or employees, whether past, present or future). This Separation Agreement is made in Harris County, Texas, and shall be subject to and governed by the laws of the State of Texas. Venue for any action arising out of this Separation Agreement shall lie exclusively in Harris County, Texas.
9. If the release of claims contained in this Separation Agreement is determined to be ineffective as to any specific type of claim, it is the parties' intention that the remaining provisions of the Separation Agreement shall remain in full force and effect.
10. The Parties agree to maintain the confidentiality of this document to the extent allowed by law.
11. Wright is advised that he has twenty-one (21) days from the date the Mayor signs this agreement to consider this offer.

12. Wright is advised that he has seven (7) days from the date he signs this agreement to revoke it.

**IN WITNESS WHEREOF**, the Mayor, acting on behalf of the City of Seabrook, Texas after receiving advice of counsel from the City Attorney, Loren Smith, and Sean Michael Wright, signing in his own capacity after receiving the advice of independent counsel, have signed this Separation Agreement to be effective as of the date of the last signature shown below.

**CITY OF SEABROOK, TEXAS**

By: \_\_\_\_\_  
Thom Kolupski, Mayor  
  
\_\_\_\_\_  
Sean Anthony Wright

\_\_\_\_\_  
Date signed  
  
5-9-2023  
\_\_\_\_\_  
Date signed

**STATE OF TEXAS**                   §  
   §  
**COUNTY OF HARRIS**           §

BEFORE ME, the undersigned authority on this 9<sup>th</sup> day of May, 2023, personally appeared Sean Anthony Wright, known to me to be the person whose name is subscribed to the foregoing instrument and signed in my presence and upon oath that this Separation Agreement was executed for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this 9<sup>th</sup> day of May 2023, to certify which witness my hand and seal of office.



\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

My commission expires: 10/14/2023