

EMPLOYEE SERVICES SHARING AGREEMENT BETWEEN THE CITY  
OF SWEENY AND THE SWEENY EDC

This Agreement is entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Sweeny, Texas (CITY) and the Sweeny Economic Development Corporation (SEDC).

WHEREAS, CITY employs MICHELLE MEDINA (MEDINA) as the Public Works Office Manager; and

WHEREAS, MICHELLE MEDINA also serves as the Executive Director of the SEDC; and

WHEREAS, CITY and SEDC wish to share the services of MICHELLE MEDINA in exchange for payment by SEDC to CITY for a pro rata portion of MICHELLE MEDINA'S salary and benefits;

NOW THEREFORE, in consideration of the mutual covenants stated in this Agreement, CITY and SEDC agree as follows:

1. The term of this Agreement shall be \_\_\_\_\_, unless terminated earlier pursuant to the terms of this Agreement.
2. MEDINA'S pay rate is set at \$21.54 per hour. MEDINA will be treated by CITY as a full time employee with all benefits of regular full time CITY employees. This includes vacation, personal time, sick time, holiday time, as well as other types of paid time off designated in the CITY Personnel Guidelines. CITY and SEDC will be responsible to pay wages for paid time off proportionally based on the percentage in Item 6.
3. MEDINA'S anniversary date for determining years of service for benefit time (vacation and sick time) will be June 1, 2025. Service with SEDC prior to June 1, 2025 will not be counted toward service years by CITY for determining benefit time or longevity pay. Any additional time off for other benefits not described above due to previous service with SEDC will be determined by SEDC and paid entirely by SEDC.
4. MEDINA'S paid time off, vacation and personal time at June 1, 2025 were as follows:

- (a) The paid time off carryover from SEDC was 56 hours. This time off was used before December 31, 2025. This paid time off was chargeable 100% to SEDC.
  - (b) The vacation award from the City of Sweeny according to the CITY'S policies at June 1, 2025 was 46.67 hours.
  - (c) The personal time award from the City of Sweeny according to the CITY'S policies at June 1, 2025 was 9.33 hours.
  - (d) Sick time began accruing under the CITY policy at June 1, 2025.
5. The probationary period for new employees was waived by CITY.
  6. SEDC agrees to reimburse CITY for one-fourth of MEDINA'S wages and other personnel costs. CITY will bill SEDC the amount of reimbursement due quarterly and SEDC will reimburse those amounts billed within ten (10) days of receipt of the bill.
  7. SEDC agrees to pay MEDINA overtime for after hours meetings she is required to attend on behalf of SEDC, along with personnel costs associated with that overtime.
  8. Any other overtime hours of MEDINA, other than those specified in paragraph 7 above, will be allocated between SEDC and CITY according to the purpose of the overtime hours worked.
  9. MEDINA'S office hours will be the normal working hours of the CITY.
  10. MEDINA shall be an employee of the City of Sweeny for all employment matters including disciplinary matters and her supervisor as Public Works Office Manager shall be the Public Works Director who serves under the supervision of the City Manager. However, MEDINA shall be under the supervision of the SEDC Board of Directors as SEDC Executive Director when handling SEDC matters.
  11. A schedule is attached to this Agreement showing allocation of estimated wages and personnel costs for MEDINA for the first year of this Agreement and showing allocation of wages and personnel costs for paid time off.
  12. This Agreement may be terminated by either party upon thirty (30) days written notice delivered to the other party, at which time MEDINA will be employed only by the CITY.
  13. It is agreed that SEDC shall defend, hold harmless, and indemnify CITY and its officers, employees, agents and servants from any and all claims, suits or actions of

every kind and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of SEDC and/or its officers, employees, agents and servants.

14. It is agreed that CITY shall defend, hold harmless, and indemnify SEDC and its officers, employees, agents and servants from any and all claims, suits or actions of every kind and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of CITY and/or its officers, employees, agents and servants.

15. This Agreement shall be governed by the laws of the State of Texas, and venue for any lawsuit arising out of this Agreement shall be in Brazoria County.

CITY OF SWEENEY, TEXAS

\_\_\_\_\_  
BY DAVID JORDAN, City Manager

SWEENEY ECONOMIC  
DEVELOPMENT CORPORATION

\_\_\_\_\_  
By \_\_\_\_\_, Its \_\_\_\_\_