

Item 24 ADDED BACKUP

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT FOR INTERNS

This Interlocal Agreement is made this day by and between Austin Community College, hereinafter referred to as “ACC” and Travis County, a political subdivision of the State of Texas, hereinafter referred to as “County”.

Travis County has facilities and personnel to provide training and mentoring for ACC students; and ACC desires to procure educational enhancement for its students;

This agreement is made pursuant to the authority of the Interlocal Cooperation Act, TEX. GOV’T CODE Ann., §791.001 et seq.

ARTICLE I SPONSORSHIP

County agrees to sponsor students of ACC for training and employment. The training and employment will be in various County departments under the direction of the Travis County Commissioners Court. Subject to available positions and funding, ACC students will be sponsored, only upon letter from ACC according to the following conditions:

- A. ACC will provide a sponsorship letter to accompany each request when an ACC student signs up with ACC for an internship. The letter will:
 1. State the students name and social security number.
 2. Be on ACC letterhead, signed by the Chair of the Department.
 3. List any restrictions or limitations.

- B. ACC will perform the following tasks in choosing the students:
 1. Screen and refer students at least 2 weeks prior to the fall and spring semester.

2. Provide resumes of referred students no later than 2 weeks before each semester.
 3. Take appropriate action if a student does not perform or if there are repeated absences or tardiness.
- C. County will perform the following tasks in choosing the students:
1. Interview up to 8 students at least 3 weeks prior to the start of the fall and spring semesters.
 2. Subject to available funding, assign up to 8 students in County Departments for the fall and spring semesters.

ARTICLE II
PAYMENT

- A. County will provide the following for the students:
1. Interns will be classified as Temporary Interns.
 2. Internship salaries will be set at \$12.00 per hour based on the assignment for 20 hours per week per 16-week session per student.
 3. Payments will be made directly to the students in the same manner as other employees are paid by Travis County; No payments will be made to ACC, or by ACC.
- B. County shall make payments from available current revenues.
- C. Funds for payment on this Agreement have been provided through the County budget approved by Commissioners Court, and such funds will be provided each fiscal year individually during the time that this Agreement is in force. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget would be approved. The County reserves the right to terminate this Agreement should the Commissioners Court of Travis County not fund this Agreement.

ARTICLE III
TERM

This Interlocal Agreement shall be effective upon the date of signing by the last party, and shall remain in effect through September 30, 2015, whereupon it shall automatically renew then and each September 30 thereafter until either party to this Agreement gives notice to terminate.

ARTICLE IV
STUDENT INTERN STATUS

Austin Community College Interns:

1. Will be employees of Travis County and are subject to all County Policies and Procedures including dismissal in accordance with policies under the Travis County Code, Chapter 10 Policies Handbook.
2. Will be temporary employees and are not entitled to medical, dental, life insurance or other benefits. Temporary employees are not eligible to accrue sick or vacation time. Temporary employment does not guarantee appointment to a regular position.
3. ACC will coordinate with County to work through any intern performance or behavior problems; and replace or remove interns who do not perform.

ARTICLE V
COUNTY EMPLOYMENT OBLIGATIONS

County shall:

- A. Provide, once a student has been assigned to County:
 1. A work plan (the "Work Plan") for the student, including but not limited to the following:
 - a) Primary location where the student will be engaged in activity;
 - b) The name and/or position of an individual at County who will coordinate with the student; and
 - c) Description of the activities in which the student will be able to take part
- B. Provide feedback both positive and constructive to the ACC Center for Public Policy and Political Studies on each student's performance, attendance, professionalism, adherence to County Policies and Procedures, and ability to

meet expectations set out in agreements made between the Intern and supervisor.

C. Student Benefit: Neither County nor ACC shall provide the student with benefits, such as health insurance or retirement. Student is not an employee of ACC and ACC will ensure that student understands he/she is not an employee of ACC and that ACC has no obligation to pay students compensation or benefits or withhold and pay any taxes.

D. Termination of the Student:

1. Legal Status of the student: The student will be legally an employee of County. Student can be dismissed at the sole discretion of County just as any other County employee can be dismissed.
2. ACC reserves the right to terminate the student's relationship with County and end the internship should there be a violation of ACC policies or procedures.
3. This Agreement does not constitute a contract of employment and does not create a joint-venture or legal partnership between the County and ACC.

ARTICLE VI
MISCELLANEOUS

A. Severability: If for any reason, any one or more paragraphs of this Agreement are held invalid, such judgment shall not affect, impair or invalidate the remaining paragraphs of the Agreement, but shall be confined in its operations to the specific section, sentences, clauses or parts of this Agreement held invalid, and the invalidity of any section, sentence, clause or part of this Agreement in any one or more instance shall not affect or prejudice in any way the validity of this Agreement in any other instance.

B. Venue: As the performance of this Agreement shall be in Travis County, venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with the Agreement shall lie exclusively in Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

C. Notice: Any notice to be given hereunder shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

ACC: Linda Young
Special Assistant to the President for External Affairs
5930 Middle Fiskville Road
Austin, Texas 78752

County: Honorable Samuel T. Biscoe (or his successor in office)
Travis County, Travis County Judge
P.O. Box 1748
Austin, Texas 78767

With copy to: Debbie Maynor
Director of Human Resources Department
P.O. Box 1748
Austin, Texas 78767

D. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the COUNTY and ACC and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor ACC may assign, sublet, or transfer their interest in or obligations under this Agreement without the written consent of the other party hereto.

E. Mediation: When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the dispute. All communications within the scope of the mediation shall remain confidential as described in 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

F. Entire Agreement: This Agreement represents the entire and integrated agreement between the COUNTY and ACC and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be

amended only be written instrument signed by both the COUNTY and ACC. NO OFFICIAL, REPRESENTATIVE, AGENT, OR EMPLOYEE OF TRAVIS COUNTY, TEXAS, HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, Travis County Judge

AUSTIN COMMUNITY COLLEGE

By: _____

Date: _____