



## Travis County Commissioners Court Agenda Request

**Meeting Date:** July 8, 2014  
**Prepared By/Phone Number:** David Salazar  
Office of the Travis County Judge  
512-854-9555

**Elected/Appointed Official/Dept. Head:** Samuel T. Biscoe  
Travis County Judge

**Commissioners Court Sponsor:**

### **AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING GUIDELINES FOR INTERNSHIP AGREEMENT BETWEEN TRAVIS COUNTY AND THE AUSTIN COMMUNITY COLLEGE CENTER FOR PUBLIC POLICY AND POLITICAL STUDIES.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Please see memo.

### **STAFF RECOMMENDATIONS:**

### **ISSUES AND OPPORTUNITIES:**

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

### **REQUIRED AUTHORIZATIONS:**

**SAMUEL T. BISCOE**  
COUNTY JUDGE



TRAVIS COUNTY ADMINISTRATION BUILDING  
700 LAVACA STREET SUITE 2.700  
P.O. BOX 1748  
AUSTIN, TEXAS 78767  
(512) 854-9555  
(512) 854-9535 FAX

## MEMORANDUM

**TO: Commissioners Court**

**FROM: Samuel T. Biscoe, Travis County Judge** *S TB*

**DATE: June 30, 2014**

**RE: Backup for Item #24, ACC Internship Program**

ACC requests an Interlocal Agreement or statement of guidelines regarding the internship program. City of Austin recently approved written guideline's governing their program. Our program has been implemented in the same manner since inception.

The following documents are attached:

- A. A one-pager highlighting the advantages of internships.
- B. A statement showing county departments that have been using ACC Interns and how many
- C. A statement showing ACC Interns hired by Travis County, after the internship.
- D. A proposed Interlocal or set of guidelines.

## **ACC Travis County Intern Program**

### **Background of the ACC Internship Program-**

- First presented to the Commissioners Court in 2007
- The intern program start during the 2008 ACC spring semester
- Travis County has had a total of 56 ACC interns
- 16 of the 56 ACC Interns have been hired by Travis County after their internship
- 20 departments have had ACC interns over the past 6 years

### **How Travis County Benefits from the Intern Program-**

- Creates an opportunity to recruit new talent for Travis County
- Travis County has acquired new employees from the ACC intern program
- Opportunity to change someone's thoughts about the government and public sector
- Improves production in the office, freeing up the staff to handle new projects or assignments
- Supplied high quality interns that are interviewed and selected by ACC faculty

### **How the Student/Intern Benefits from the Intern Program-**

- Provides an opportunity for the student to be part of something meaningful
- Opportunity to find a mentor in a desired future career field
- Gain valuable experience in a "hands on" approach to work
- Develop the necessary skills needed to help them be successful in workforce
- Students are able to experience the inner workings of the government on a firsthand basis
- Students have an opportunity to earn a job after internship ends

### **Importance of the ACC Internship Program-**

- Allows young people the opportunity to be involved in the inner workings of the government
- Educates interns on the day-to-day governmental operations and work
- Students are able to experience the inner workings of the government on a firsthand basis
- The paid internship lessens the burden of affording a higher education for the interns
- County employees are able to get to know a younger generation and what they think about a variety of topics

Attachment A

Travis County/Austin Community College  
Internship Program

Attachment B

Spring 2008 - Spring 2014

DP #	DEPARTMENT	Spring '08	Fall '09	Spring '10	Fall '10	Sum '11	Fall '11	Spring '12	Fall '12	Fall '13	Spring '14	TOTAL HIRES
1	County Judge	20005	20005	20005	20005		20005	20005	20005	30051381		8
3	County Commissioner, Pct 2	20001									30052001	2
4	County Commissioner, Pct 3								20005			1
5	County Commissioner, Pct 4						20001					1
6	County Auditor									30051380 30051401		2
9	Planning & Budget			20022								1
10	Intergovernmental Relations					20002						1
11	Human Resource Management	20022	20022	20022	20022	20043	20043	20022	20022		30005579	12
12	Information & Telecommunications				20006		20006					2
14	Facilities Management				20073							1
15	Purchasing & Inventory Mgmt	20015										1
22	Civil Courts				20003	20004				20003	30051427	6
26	Justice of the Peace, Pct 1							20008	20008			2
31	Constable, Pct 1								20001		30051426	2
33	Constable, Pct 3							20003				1
35	Constable, Pct 5							20018				1
38	Medical Examiner					20021						1
49	TNR (Transp & Natrl Resrc)	20095			20095							2
55	Criminal Justice Planning	20001	20001	20001	20001	20001						5
57	Records Management						20009	20009	20009		30005628	4
<b>Total Slots</b>		<b>6</b>	<b>3</b>	<b>4</b>	<b>7</b>	<b>7</b>	<b>6</b>	<b>7</b>	<b>7</b>	<b>4</b>	<b>5</b>	<b>56</b>

ACC INTERNS HIRES (After Internship Ended)				
DEPARTMENT	NAME	INTERNSHIP	COMMENT	STATUS
Commissioner Pct 2	Sarah Fitzgerald	SPRING 2014	Internship ended - transferred to Ofc Asst temp	Still current employee. 2001317
Records Mgmt & Communication Resources	Amelia Couhig	SPRING 2014	Internship ended - transferred to Imaging Prod Tech temp	Still current employee. 2001482
County Judge	Bobbitt, Milo	FALL 2013	Internship ended - transferred to Ofc Asst temp	Still current employee. 2000970
Justice of the Peace 1	Jason Fasel	SPRING 2012	Internship ended 5/11 Hired back as "02" temp Ct Clk I	Termed 9/2/12. Rehired 1/28/13 and termed 3/16/13. Rehired 5/8/13 and termed 6/1/13.
Constable 3	Janelle Coleman	SPRING 2012	Internship ended 5/11 Hired back as "02" temp Ct Clk I	Termed 9/14/12.
Records Mgmt & Communication Resources	Joseph Call	SPRING 2012	Internship ended 5/11 Hired back as "02" temp Ofc Asst	Termed 8/31/12.
County Judge	Shane Manning	FALL 2011	Internship ended 12/9 Hired back as "02" temp Ofc Spec Sr	Termed 5/15/12.
Commissioner Pct 4	James Juarez	FALL 2011	Internship ended 12/9 Hired back as REG PT Ofc Spec Sr	Termed 6/16/14.
Human Resource Management	Carolyn Brody	FALL 2011	Internship ended 12/9 Hired back as "02" temp Bene Asst I	Termed 8/25/12. Rehired 6/1/13 and termed 1/1/14.
Human Resource Management	Leslie DesJardin	FALL 2010	Internship ended 12/17 Hired back as "02" temp Bene Asst I	Termed 1/7/11.
Information Technology	Samantha Casertano	FALL 2010	Internship ended 12/30 Hired back as "02" temp Plan/Res/	Still current employee. Temp to regular 8/6/13. 952832

*Attachment C*

ACC INTERNS HIRES (After Internship Ended)				
DEPARTMENT	NAME	INTERNSHIP	COMMENT	STATUS
Transportation & Natural Resources (TNR)	Jaden Davis	FALL 2010	Internship ended 12/17 Hired back as temp Accountant Assoc	Termed 12/22/10.
County Judge	Aaron Lehr	SPRING 2010	Internship completed 5/21/Rehired as "02" Ofc Spec Sr 5/24 to wk on projects.	Termed 8/31/10.
Human Resource Management	Mishon Lechler	SPRING 2010	Internship completed 5/21/Rehired as "02" Bene Asst I.	Termed 8/13/10.
Criminal Justice Planning	Isiah Portillo	SPRING 2010	Current employee with 2nd job as ACC intern.	Still current employee.
Commissioner Pct 2	Joseph Hon	SPRING 2008	Internship ended - Hired as REG FT Exec Asst	Still current employee.



# City of Austin

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## Human Resources Department

P.O. Box 1088, Austin, TX 78767  
(512) 974-3215, Fax (512) 974-3209

Mark Washington, *Director, Human Resources and Civil Service*

*Mark.Washington@ci.austin.tx.us*

March 20, 2012

Linda Young

Special Assistant to the President for External Affairs

Austin Community College

5930 Middle Fiskville Road, Austin, TX 78752-4341

Dear Ms. Young,

I am writing to summarize and confirm our discussions with Peck Young, Director of the Center for Public Policy and Political Studies (CPPPS), to have an ongoing internship program with the ACC CPPPS program. As we discussed with Mr. Young, we will work in good faith with you and professors in the program to place your students in temporary intern positions at the City of Austin for the duration of the long semesters (Spring and Fall) as long as funding and qualified students are available to make it happen. We have recently committed to placing eight students for the current semester and believe that we will be successful in doing so.

I have designated Roberta Byram, Employment Manager to act as the main contact for the City of Austin. I understand that Mr. Young will be the main contact for ACC.

I believe that my staff has worked successfully with ACC to make current and future enhancements to the program. Specifically we are implementing the following current and future improvements to the program:

- Establish a firm schedule for receiving resumes, conducting interviews and beginning employment each semester
- Increase City of Austin department participation in the interview process to ensure a good match for internship assignments
- Conduct a formal orientation program for the interns at the beginning of the semester
- Allow students to be exposed to some City-wide activities that exhibit our core values when possible
- Establish a future pay rate for the interns that is in line with our other intern programs, not to exceed \$11-\$12 per hour

*The City of Austin is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request.*

Attachment D

Program Guidelines for Internship Agreement  
Between the City of Austin Agreement and  
ACC Center for Public Policy and Political Studies

The City of Austin will

- Interview up to 10 students at least 3 weeks prior to the start of the fall and spring semesters
- Assign up to 8 students in City Departments for the fall and spring semesters
- Interns will be classified in the Muni Program Administrative title
- Internship salaries will be set between \$11.00 and \$12.00 per hour based on the assignment for 20 hours per week per 16 week session per student
- No payments will be made to Austin Community College
- Provide feedback both positive and constructive to CPPPS on each student's performance, attendance, professionalism, adherence to City Policies and Procedures, and ability to meet expectations set out in agreements made between the Intern and supervisor.

Austin Community College CPPPS will

- Screen and refer up to 10 students at least 4 weeks prior to the fall and spring semesters
- Provide resumes of referred students no later than 4 weeks before each semester.
- Take appropriate action if a student does not perform or if there are repeated absences or tardiness

Austin Community College Interns

- Are employees of the City of Austin and are subject to all City of Austin Policies and Procedures including dismissal in accordance with policies under the Performance Counseling/Discipline Complaints section of the City Policies.
- Are 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.



# City of Austin

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**Human Resources Department**  
P.O. Box 1088, Austin, TX 78767  
(512) 974-3215, Fax (512) 974-3209

- Continue to work through any intern performance or behavior problems and replace or remove interns who do not perform

If you agree with these enhancements to our partnership and collaboration please sign and return this letter with your concurrence.

Sincerely,

Mark Washington  
Director of Human Resources  
City of Austin

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Linda Young  
Special Assistant to the President for External Affairs  
Austin Community College

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Date

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 at least 8 students, during the 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 regular fall and spring semesters.

## ARTICLE II PAYMENT

- A. County will provide the following for the students:
1. Interns will be classified as Temporary employees.
  2. Internship salaries will be initially set at \$12.00 per hour, or according to skill, and as raised as directed by the Commissioners Court 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 to County standards.

ARTICLE V  
COUNTY EMPLOYMENT OBLIGATIONS

County shall:

- A. Provide, once a student has been assigned to County:
  1. A 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. 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: \_\_\_\_\_