

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND UNIVERSITY OF TEXAS AT AUSTIN
FOR SURVEY OF EMPLOYEE ENGAGEMENT
2025-0508-I**

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Plano", and **UNIVERSITY OF TEXAS AT AUSTIN**, a Texas institution of higher education, hereinafter referred to as "UT Austin", as follows:

W I T N E S S E T H:

WHEREAS, Plano and UT Austin are categorized as local governments under the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as Plano and UT Austin to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, Plano wishes to give the Human Resources department the ability to obtain a survey of employee engagement (the "Program") offered by UT Austin; and

WHEREAS, UT Austin wishes to offer the Program to Plano; and

WHEREAS, Plano has current revenues available to satisfy the fees incurred pursuant to this Agreement; and

NOW, THEREFORE, Plano and UT Austin, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

**I.
TERM**

This Agreement shall commence on the effective date below and end on September 30, 2026.

**II.
THE PROGRAM**

The parties agree that UT Austin shall offer the Program according to the terms and conditions as set forth in **Exhibit "A"** attached hereto and incorporated herein by reference. The parties understand and agree that any deviations or modifications in the terms of the Agreement may be authorized from time to time, but said authorization must be made in writing.

IV. CONSIDERATION / FEES

A. Total compensation for the term of this Agreement shall not exceed the sum of **EIGHT THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$8,100.00)** unless amended in writing by both parties. Plano will pay for the fees pursuant to this Agreement from the current revenues available.

B. UT Austin recognizes that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. UT Austin and Plano herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

V. TERMINATION

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. Plano shall pay all fees and costs, if any, incurred by UT Austin pursuant to this Agreement through the effective date of termination.

VI. RELEASE AND HOLD HARMLESS

To the extent authorized by the constitution and laws of the state of Texas, UT Austin agrees to be responsible for its own acts of negligence and Plano, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement for any of its activities or from any act or omission of any employee or invitee of UT Austin or Plano.

In the event of joint and concurrent negligence, UT Austin and Plano agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

VII. NOTICE

Any notice provided under this Agreement shall be delivered by mail or personal service to the parties named below:

University of Texas at Austin:

University of Texas at Austin
Noel Landuyt, Director
306 Inner Campus Drive, Suite 200, Stop D3500
Austin, TX 78712
(512) 471-9831
nlanduyt@austin.utexas.edu

City of Plano:

City of Plano, Texas
Carla Romine, Human Resources Manager
PO Box 860358
Plano, TX 75086-0358
(972) 941-5573
cromine@plano.gov

VIII.

AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Plano has executed this Agreement pursuant to duly authorized action of the Plano City Council on October 27, 2025. UT Austin has executed this Agreement pursuant to the authority granted by its governing body. Upon request, each of the parties shall provide written documentation evidencing the grant of approval by its respective governing body.

IX.

SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

X.

VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

XI.

INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by Plano, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

XII. REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XIII. SUCCESSORS AND ASSIGNS

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both parties.

XIV. EFFECTIVE DATE

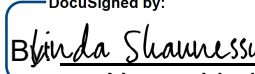
This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

[INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement by signing below.

UNIVERSITY OF TEXAS AT AUSTIN

Date: 2025-10-29 | 10:00:13 PDT

DocuSigned by:

Name: Linda Shaunessy
TITLE: Business Contracts Administrator

CITY OF PLANO, TEXAS

Date: 10/29/2025

By: 
Mark D. Israelson
CITY MANAGER

APPROVED AS TO FORM:


for Paige Mims, CITY ATTORNEY



INSTITUTE FOR ORGANIZATIONAL EXCELLENCE
THE UNIVERSITY OF TEXAS AT AUSTIN

**Scope of Services 2025
Survey of Employee Engagement
Survey Iteration 2026**

Contact Person: Institute for Organizational Excellence (IOE)
Noel Landuyt
UT – Austin School of Social Work
Institute for Organizational Excellence
306 Inner Campus Dr., Suite 2.200
Stop D3500
Austin, TX 78712
(512) 471-9831
nlanduyt@austin.utexas.edu

Receiving Agency: City of Plano
Carla Romine
1520 K Avenue
Plano, TX 75074
(972) 941-7115
cromine@plano.gov

The IOE will survey the Receiving Agency's employees as to their opinions of the Receiving Agency's organizational climate using the Survey of Employee Engagement (SEE).

1.0 Purpose:

- 1.1 Receiving Agency employees will be surveyed via email notification and online data collection by the IOE using the standard Survey of Employee Engagement (SEE).
- 1.2 The standard SEE is an employee perceptual instrument measuring satisfaction of the workforce on factors that impact the quality of work and engagement of employees.
- 1.3 The standard SEE has demographic and primary items and may contain custom items and groupings.
- 1.4 The SEE provides a resource for leadership to gain a unique perspective of their organization for decision-making and improvement initiatives.

2.0 Survey Preparation:

- 2.1 The Receiving Agency will provide the IOE with information of key personnel for preparation, administration, and reporting purposes:
 - 2.1.1 A Survey Liaison to serve as the key contact person,
 - 2.1.2 A secondary contact to act as backup for the Survey Liaison,
 - 2.1.3 A head of organization (such as CEO, Exec. Director or Commissioner) for listing in the reported material,
 - 2.1.4 Board or related oversight organization chairperson for listing in the reported materials,
 - 2.1.5 A financial person to whom financial aspects of this project can be addressed; and,
 - 2.1.6 A technology person if problems arise related to the survey administration.
- 2.2 The IOE will provide the Receiving Agency the ability to use the electronic version of the SEE to collect survey responses.
 - 2.2.1 IOE will maintain an internet based data collection site.
 - 2.2.2 IOE will maintain an internet site that is accessible for a visually impaired website reader, and is translated into both English and Spanish.
- 2.3 The IOE will provide the Receiving Agency the ability to include additional items.
 - 2.3.1 Up to 20 additional items are allowed.
 - 2.3.2 Items must use a scaling convention compatible with the existing 5 point scale (strongly agree, agree, neutral, disagree, strongly disagree) and an



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- option to select “don’t know” or “not applicable”.
 - 2.3.3 Receiving Agency is responsible for the content of the additional items.
 - 2.3.4 Upon request, the IOE will review the Receiving Agency’s additional items to provide suggestions as to how to best frame them.
 - 2.3.5 If Receiving Agency utilizes the Spanish version of the SEE for additional items, the Spanish translation must be provided to the IOE.
 - 2.3.6 The IOE will provide resources detailing ways to design additional items and illustrations from other organizations.
- 2.4 The IOE will provide the Receiving Agency the ability to include sets of organizational category codes to allow for cross-sectional and internal comparison.
 - 2.4.1 Organizational Category Codes are unique classifications or subdivision such as divisions, offices, regions, or other functional areas or programs.
 - 2.4.2 In each Organizational Category Code, employees can only belong to one category per grouping.
 - 2.4.3 IOE will only provide reports on grouping that have 5 or more respondents; therefore, Receiving Agency must design codes that will likely have at least that number of respondents, with a suggested number of at least 20 individuals in each category.
 - 2.4.4 The Receiving Agency will verify that the Organizational Category Codes and Code Name Descriptions are consistently labeled, unique, and correct prior to submitting the final list of employees.
 - 2.4.5 The IOE will provide resources describing how to establish Organizational Category Codes and illustrations from other organizations.
- 2.5 The IOE, in agreement with the Receiving Agency, will set an appropriate timeline for the initial distribution of the survey, two follow-up reminders, and the close of the data collection (a recommended 3-week data collection period, which may be extended by mutual agreement).
- 2.6 The IOE will display the logo or graphic provided by the Receiving Agency (.jpg format) on the web data collection system and on the final reports.
- 2.7 The Receiving Agency will provide the IOE a final electronic listing of employees - two weeks prior to the initial email invitation distribution date in Excel format.
 - 2.7.1 The Receiving Agency will provide separate data fields containing first name, last name, email address, and if coding any related Organizational Category Codes and Category Names.
 - 2.7.2 The Receiving Agency will provide emails that are unique for each individual and not a list serve or group distribution email.
 - 2.7.3 The Receiving Agency will vet and test all email addresses for accuracy prior to survey administration to limit the number of bounce backs and errors. The IOE recommends a test email is sent out prior to the initial email.
 - 2.7.4 The IOE will, only on its discretion, manually correct email typos, errors, deletions, or additions.
- 2.8 The IOE will provide upon request a set of instructions and may send a test invitation email to the Receiving Agency’s technology personnel so that emails are allowed through the email servers and will allow individuals to have access to the web-based survey.
- 2.9 The IOE will make available special features to enhance the survey for participants.
 - 2.9.1 The IOE will electronically store or make available via a link to participants, video, electronic file, or web content produced by the Receiving Agency, which explains, encourages or is otherwise related to the survey process.
 - 2.9.2 The IOE will, upon request, make available a web link or automatic forwarding to a web location as the participants complete the survey, which can redirect respondents to a specified page.

3.0 Survey Administration

- 3.1 The IOE will send out an initial survey invitation email to all email addresses provided by the Receiving Agency.
 - 3.1.1 Email may contain a direct link to an online survey instrument and an



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- alternate method of accessing the survey instrument.
 - 3.1.2 Email may contain the date survey data collection closes.
 - 3.1.3 Email may contain internal contact information to respondents.
 - 3.1.4 In the case that the final email list was not properly vetted, the IOE will attempt, at their discretion, and within the given time restraints, to assist the Receiving Agency with bounce back email corrections.
 - 3.1.5 Receiving Agency may add additional individuals as long as it conforms to the estimated number of employees and if the Receiving Agency can provide any related organizational coded information.
- 3.2 The IOE will provide response counts to the Receiving Agency
- 3.3 The IOE will provide a link in the outgoing emails so that respondents can contact our office with technical concerns or general questions regarding the survey.
- 3.4 Receiving Agency specific inquiries will be referred the Receiving Agency's survey liaison.
- 3.5 The IOE, upon request by the Receiving Agency, will extend the survey administration time by extending the deadline for completing the survey.
- 3.6 If hardcopy instruments are used, the IOE will scan hardcopy surveys.
- 3.7 IOE uses web-based technology to deliver the SEE. If the system should encounter an error outside the IOE's control, the IOE will work with due diligence to ensure prompt resolution or in extreme circumstances will provide alternate data collection method to the Receiving Agency within 2 business days.

4.0 Customer Support:

- 4.1 The IOE will respond to employee questions or concerns about the SEE received via email or telephone.
- 4.2 The IOE will provide to employees online resources addressing frequently asked questions and a statement regarding survey anonymity processes.
- 4.3 The IOE will provide access to a website containing benchmark comparison data.
- 4.4 The IOE will provide up to 1 hour of consultation on administration setup and/or related presentation of data via telephone or email.
- 4.5 The IOE will provide electronic resources on survey related topics like setup options, administration, best practices, and interpretation of results.
- 4.6 Additional presentations or support is available at a daily rate plus standard travel and reimbursement cost.

5.0 Tabulation:

- 5.1 The IOE will tabulate the results by providing the following analysis elements:
 - 5.1.1 Frequency counts and percentages for all items for each response category (strongly agree, agree, etc.).
 - 5.1.2 Means (averages) and standard deviations for each item.
 - 5.1.3 The number of respondents for each item.
 - 5.1.4 Construct and climate average scores.
- 5.2 The IOE will tabulate the rate of response for the organization as a whole report. Organizational Category Code response rates are not reported.
- 5.3 If organizational categories are used, the IOE will:
 - 5.3.1 Prepare reports only for groups with 5 or more responses in the category. This is consistent with the anonymity agreement provided to all potential respondents.
 - 5.3.2 Tabulate all the response data elements defined above for each of the Organizational Category Codes.

6.0 Reporting:

- 6.1 The Receiving Agency must approve and/or edit the contact data prior to the IOE preparing the final reports.
- 6.2 The IOE will provide the reports of the data within thirty business days of the close of the data collection period. An additional 15 business days are required if hardcopy surveys are returned via the post office to ensure receipt of mailed surveys.



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- 6.3 All reports generated will be made available in Printable Download Format (pdf).
- 6.4 IOE provides the following elements in the reports: response rate, overall score, engagement scores, construct scores, climate scores, demographic responses, item analysis, benchmarks, over time (if available), sample timelines, and special item analysis sections.
- 6.5 Electronic data files in Excel spreadsheet format are provided containing item response data and construct data.

7.0 Security of Data:

- 7.1 IOE agrees that all Receiving Agency's data is strictly confidential and will be used only for the services outlined in this document.
- 7.2 IOE will not use or release Receiving Agency's data to any party beyond the scope of this agreement.
- 7.3 IOE will retain Receiving Agency's data in a strictly confidential manner.
- 7.4 IOE will destroy employee list data upon completion of the final survey reporting.

8.0 Additional Services (TBD and cost):

- 8.1 Statistical analysis
- 8.2 Customer service (additional services)
- 8.3 Additional items (such as comments or more than 20 questions)
- 8.4 Onsite presentations
- 8.5 Additional Reporting

9.0 Cost of Services:

Rate for services as described \$8,100

TOTAL \$8,100

Authorized Signatures

Institute for Organizational Excellence

Noel Landuyt

Noel Landuyt

7/30/25

Receiving Agency

