



## **PROFESSIONAL SERVICES AGREEMENT**

### **RFP 26-025-TK: 9-1-1 Operational Assessment and Consulting Services for KaneComm.**

This Professional Services Agreement ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2026 ("Effective Date"), by and between:

**Kane County, Illinois**, a unit of local government ("County"), on behalf of KaneComm, its emergency communications agency, and  
**Derek Poarch and Associates, LLC**, a limited liability company ("Consultant").

The County and Consultant may be referred to individually as "Party" and collectively as the "Parties."

#### **1. AWARD OF CONTRACT**

Pursuant to Request for Proposal RFP 26-025-TK, the County hereby awards Consultant the contract for **9-1-1 Operational Assessment and Consulting Services for KaneComm**. Consultant agrees to perform the services described herein in accordance with the terms of this Agreement.

#### **2. CONTRACT AMOUNT**

The total compensation for all services under this Agreement shall not exceed:  
**Sixty-Nine Thousand Sixty Dollars and Fifteen Cents (\$69,060.15)**

#### **3. TERM**

The term of this Agreement shall commence on the Effective date and continue until completion of the services, not to exceed one (1) year, unless terminated earlier in accordance with this Agreement.

County reserves the right to renew this Agreement for three (3) additional one (1) year periods if mutually agreed by both parties. For any year beyond the initial Agreement, the additional Agreement is contingent on the appropriation of sufficient funds by the Kane County Board.

#### **4. PROJECT OBJECTIVES**

The primary objectives of this engagement are as follows:

- A. Evaluating current 9-1-1 center standard operating procedures and service delivery methods;
- B. Assessing staffing levels, scheduling practices, and workload distribution;
- C. Identifying factors that influence employee recruitment, retention, and workplace culture;
- D. Reviewing organizational structure, communication practices, and management/supervisory methods;
- E. Explore viability and potential benefits and disruption associated with merger;
- F. Providing recommendations to support short-term stabilization and long-term sustainability.

#### **5. SCOPE OF WORK**

Consultant agrees to conduct a comprehensive operational review of KaneComm's emergency communications center. The scope of work shall include:

- A. Conduct an assessment of staffing levels, scheduling practices, hiring processes and training methods.
- B. Evaluate morale, workplace culture, and employee retention.
- C. Evaluate current standard operation procedures against industry standards, best practices and area benchmarks and assess if changes may be made to improve efficiency and/or service delivery.
- D. Review organizational and managerial structure and effectiveness.
- E. Evaluate the viability of a center merger.

## **6. DELIVERABLES**

Consultant shall deliver a comprehensive report including the findings from analysis followed by recommendations for improvements for Scope of Work A-D above. The report will be categorized into Short-Term Operational Recommendations which can be implemented in 0-12 months and Long-Term Operational Recommendations that can be implemented in 1-3 years.

## **7. SHALL NOT RECRUIT**

Contractor nor any of its employees shall recruit any staff from Kane County nor KaneComm during the term of this Agreement and for a period of two years after the expiration of this Agreement.

## **8. PAYMENT TERMS**

County agrees to pay the Contractor on a monthly basis upon receipt of invoices from the Contractor.

## **9. INDEPENDENT CONTRACTOR**

Consultant is an independent contractor and not an employee of the County. Consultant shall have full control over the manner and means of performing the services. Recommendations made by the Consultant to the County are non-binding and any decisions made by the County as a result of recommendations from the Consultant are at the exclusive purview of the County.

## **10. COMPLIANCE WITH LAWS**

Consultant agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances, including those applicable to public contracts in the State of Illinois.

## **11. CONFIDENTIALITY**

Consultant shall maintain the confidentiality of all sensitive or confidential information obtained during the course of the engagement.

## **12. TERMINATION**

The County may Terminate this Agreement for convenience or cause upon written notice. Consultant shall be compensated for work performed up to the date of termination.

## **13. INSURANCE**

Consultant shall maintain appropriate insurance coverage, including general liability and professional liability insurance, during the course of this engagement in amounts specified by the County and agreed to by the Consultant.

## **14. INDEMNIFICATION**

Consultant agrees to indemnify and hold harmless the County from any claims, damages or liabilities arising out of Consultant's performance under this Agreement, to the extent permitted by law.

## **15. ENTIRE AGREEMENT**

The Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations or Agreements related to this engagement.

## **16. AMENDMENTS**

This Agreement may be amended only by a written document signed by both parties.

## **17. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written above.**

**KANE COUNTY, ILLINOIS**

By:

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

**DEREK POARCH AND ASSOCIATES, LLC**

By:

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date