

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

**AGREEMENT EXERCISING THE FIRST OPTION
TO RENEW THE SERVICES AGREEMENT**

(Michael Mahone dba Arc Light Investigative Services, Inc)

This Agreement Exercising the First of Two Options to Renew the Services Agreement (“**First Renewal Agreement**”) by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools with offices located at 42 West Madison Street, Chicago, Illinois 60602 (the “**Board**” or “**CPS**”) and Michael Mahone dba Arc Light Investigative Services, Inc, with offices located at 3421 Buckhorn Trail, Little Rock, Arkansas 72211 (“**Vendor**”) is entered into as of this 15th day of October 2023 (“**Effective Date**”). The Board and Vendor shall be referred to collectively herein as the “**Parties**” or individually as a “**Party**.”

RECITALS:

- A. The Board and Vendor entered into that certain Services Agreement for a term commencing October 15, 2021 and continuing through October 14, 2023, (“**Original Agreement**”) (authorized by Chief Purchasing Officer Request 21-1105-CPOR-7736, with the Board having two (2) options to renew for a period of two (2) years each;
- B. The Board now desires to exercise the First Option to Renew the Original Agreement upon the terms and conditions as set forth in this First Renewal Agreement, and Vendor accepts this First Renewal Agreement on the terms and conditions hereinafter set forth. The Original Agreement and this First Renewal Agreement are collectively referred to as the “**Agreement**.”

NOW THEREFORE, in consideration of the foregoing, which are incorporated into and made a part of this First Renewal Agreement by this reference, and the mutual covenants contained herein, the parties agree as follows:

- 1. **Definitions:** Any and all capitalized terms contained in this First Renewal Agreement, and not defined herein, shall have the definition as set forth in the Original Agreement.
- 2. **First Renewal Term:** The term of this First Renewal Agreement shall commence on October 15, 2023 and continue through October 14, 2025 (“**First Renewal Term**”), unless terminated sooner as provided in the Original Agreement. The Board shall have one (1) remaining option to renew the Agreement for an additional two year term after the First Renewal Term expires.
- 3. **Scope of Services:** During the Renewal Term, Vendor shall continue to provide the Services as set forth and described in the Original Agreement, including **Exhibit A** attached thereto and incorporated therein.
- 4. **Compensation:** During the First Renewal Term, Vendor shall continue to be paid in accordance with the pricing set forth in the Exhibit A, Scope of Services, Section III, Compensation attached and incorporated into the Original Agreement as Section III in Exhibit A. The total compensation for Services provided by Vendor during the First Renewal Term shall not exceed One Hundred Forty-Five Thousand and 00/100 Dollars (\$145,000.00) (the “**Maximum Compensation Amount**”). It is understood and agreed that the Maximum Compensation Amount is a ‘not-to-exceed amount’ and is not a guaranteed payment. The Board shall not reimburse for any expenses.

Compensation shall be based on actual Services performed during the First Renewal Term and the Board shall not be obligated to pay for any Services or other deliverables not in compliance with the Agreement. In the event the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Vendor shall promptly refund to the Board any payments received from Services and deliverables not provided. If Vendor overcharges, in addition to all other remedies, the Board shall be entitled to a refund in the amount of the overcharge, plus interest at the rate of 3% per month from the date the overcharge was paid by the Board until the date refund is made. The Board has the right to offset any overcharge against any amounts due to Vendor under this or any other agreement between Vendor and the Board.

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5. **Entire Agreement:** Except as expressly provided in this First Renewal Agreement, all terms and conditions of the Original Agreement shall remain in full force and effect during the First Renewal Term.

6. **Counterparts and Electronic Signatures:** This First Renewal Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. A signature delivered by facsimile or other electronic means shall be considered binding on both parties.

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IN WITNESS WHEREOF, the parties have caused this First Renewal Agreement to be executed by their duly authorized representatives as of the Effective Date.

THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO

DS
ES

Michael Mahone dba Arc Light Investigative Services

DocuSigned by:
By: Patricia Hernandez
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Patricia Hernandez
Chief Procurement Officer

Date: April 15, 2024 | 10:20:52 AM CDT

By: Michael Mahone
Name: MICHAEL MAHONE
Title: PRESIDENT
Date: 4/9/24

Board Rule No.: 7-13(e)(i)(3)

PRDA No.: 24-0212-PRDA10

Approved as to legal form: M JDE ES

DocuSigned by:
By: Ruchi Verma
56B562E0FFA44C9...
Ruchi Verma, General Counsel

Attachments:

- Exhibit A: Scope of Services for First Renewal Term**
- Exhibit B-1: Scope of Student Data Collected**

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EXHIBIT A
Scope of Services

Michael Mahone dba Arc Light Investigate Services

Name of Project: Investigative Services

CPS Project Manager: Kelly Tarrant **Phone:** (773) 553-1736 **Email:** katarrant@cps.edu

Vendor's Project Manager: Michael Mahone **Phone:** (312) 844-0663 **Email:** Arclightinvserv@comcast.net

Period of Performance: October 15, 2023 to October 14, 2025

This Scope of Services shall be conducted pursuant to the terms and conditions of the Services Agreement ("**Agreement**") dated October 15, 2023 by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**") and Michael Mahone dba Arc Light Investigate Services. ("**Vendor**"). Defined terms used in this Scope of Services shall have the same meanings as those ascribed to such terms in the Agreement. In the event of a conflict between the terms and conditions contained in the body of the Agreement and those in the Scope of Services, the terms in the body of the Agreement shall supersede and prevail.

I. Background and Scope of Services

Vendor will provide investigative services to complement the in-house investigations unit at CPS.

Throughout the Term, Services to be provided by Vendor will include:

- Conducting Interviews of Subjects and witnesses
- Gathering evidence
- Writing investigative reports according to the guidelines of the LIU report protocol
- Securing video/evidence as needed
- Surveillance
- Background Check

Deliverables	Delivery Date / Milestone	Expected Outcome
Investigative reports on employee misconduct assigned from Law Investigations Unit ("LIU")	Within 90 days	Founded or Unfounded based on preponderance of evidence
Background Checks as assigned by the LIU	Within 3 days	Background review of report

III. Compensation

In consideration for performing the Services described in the body of the Agreement and this Exhibit A, Vendor shall be paid the Maximum Compensation Amount of One Hundred Forty-Five Thousand Dollars (\$145,000.00).

Vendor shall submit invoices in accordance with Section 3 of the Agreement. Vendor shall only be paid for Services actually rendered, and the total for all Services shall not exceed the Maximum Compensation Amount.

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EXHIBIT B-1

Scope of Student Data Collected

This Scope of Student Data Collected ("**Scope**") will be conducted pursuant to the terms and conditions of the Services Agreement ("**Agreement**") by and between the Board of Education of the City of Chicago, commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**") and Michael Mahone dba Arc Light Investigate Services ("**Vendor**"). Defined terms used in this Scope will have the same meanings as those ascribed to such terms in the Agreement. If there is any conflict between this Scope and the Agreement, the Agreement shall govern and control.

<p>1. Student Data Required: The Vendor requires the following Student Data elements necessary to provide the Services under this Agreement:</p>	<p>Student transcripts Student home addresses Student contact information, specifically parent/guardian contacts if necessary for pursuance of a confidential investigation.</p> <p>CPS Law Investigative Unit (LIU) will provide to Arclight any student data needed in pursuance of the investigations</p>
<p>2. Student Data Usage: Please describe how each aforementioned Student Data element will be used by the Vendor under this Agreement:</p>	<p>For use while conducting investigations of employee misconduct.</p> <p>Aspen Student information such as contact information, IEP or 504 plan information for pursuance of casework. All will be provided to Arclight by CPS Law Investigative Unit (LIU). Arclight does not have permission to obtain this on their own.</p> <p>CPS Law Investigative Unit (LIU) will draw the data for them upon request for each case that it is needed.</p>
<p>3. Deliverables: The Vendor will use the aforementioned Student Data in order to provide the following Services:</p>	<p>In order to produce a comprehensive investigative report.</p> <p>CPS Law Investigative Unit (LIU) will draw the data from Aspen (https://aspen.cps.edu/aspen/logon.do)</p> <p>CPS Law Investigative Unit (LIU) will be drawing the necessary evidence for Arclight to pursue their case work.</p>