

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

**NO COST EXTENSION TO THE MEAL MANAGEMENT POINT OF SERVICE SYSTEM AGREEMENT
(GLOBAL PAYMENT, INC. d/b/a HEARTLAND PAYMENT SOLUTIONS)**

This No Cost Extension of the Meal Management Point of Service System Agreement (“**Extension**”) by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as Chicago Public Schools with offices located at 42 West Madison Street, Chicago, Illinois 60602 (the “**Board**” or “**CPS**”), and Global Payment, Inc. d/b/a Heartland Payment Systems LLC, with offices located at P.O. Box 936565, Atlanta, GA 31193-6565 (the “**Vendor**”) as of this 5th day of June 2022 (“**Effective Date**”).

RECITALS

- A. The Board and Vendor entered into that certain agreement to Provide Meal Management Point of Service (“POS”) System to the Department of Nutritional Support Services for a five-year term beginning June 5, 2013, and ending June 4, 2018 (“**Original Agreement**”) (authorized by Board Report 13-0424-PR12), with the Board having three (3) options to renew the Original Agreement for a period of one (1) year each. The Board exercised the first, second, and third options to renew the Original Agreement for a term commencing June 5, 2018, and continuing through June 4, 2021 (“**Renewal Agreement**”) (authorized by Board Report 17-1206-PR9).
- B. The parties amended the Original Agreement to extend the period in which services would be provided for a term commencing on June 5, 2021, and continuing through Jun 4, 2022 (“**First Amendment**”). The Original Agreement, Renewal Agreement, and the First Amendment shall be collectively referred to herein as the “**Existing Agreement**”.
- C. The parties now desire to amend the Existing Agreement and Vendor accepts and agrees to this Extension on the terms and conditions hereinafter set forth below. The Original Agreement, Renewal Agreement, First Amendment, and Extension shall be collectively referred to herein as the “**Agreement**”.

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though fully set forth herein, and for good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. **Definitions:** Any and all capitalized terms shall have the same meaning as defined in the Existing Agreement unless otherwise defined herein.
- 2. The following item in the Existing Agreement is hereby amended:
 - a. **Renewal Term Extension:** The parties agree to amend the Renewal Agreement to extend the Renewal Term by adding an additional twelve (12) months. The Renewal Term Extension is for a term commencing on June 5, 2022 and continuing through June 4, 2023, unless terminated sooner.
- 3. **Scope of Services:** During the Extended Term, Vendor shall continue to provide those Services described in **Exhibit A** through **Exhibit J** of the Existing Agreement.
- 4. **Compensation:** During the Extended Term, Vendor shall continue to be compensated in accordance with the Scope of Services and Pricing Exhibit, which are attached and incorporated into the Existing Agreement as **Exhibit A** through **Exhibit J**. The total aggregate maximum compensation payable to all vendors remains unchanged during the

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Renewal Term Extension and shall not exceed the sum stated in Board Report 17-1206-PR9, as may be amended.

5. **Freedom of Information Act:** Vendor acknowledges that this Extension and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Extension is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that this Extension shall be posted on the Board's internet website at www.cps.edu.
6. **Agreement:** Except as expressly provided in this Extension, all terms and conditions of the Existing Agreement are and shall remain in full force and effect during the Extended Term.
7. **Counterparts and Electronic Signature.** This Extension 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 instrument. A signature delivered by facsimile or other electronic means shall be considered binding for both parties.

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

THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO

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JG

DocuSigned by:

Miguel del Valle

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Miguel del Valle,
President

GLOBAL PAYMENT INC.
d/b/a HEARTLAND PAYMENT SYSTEMS LLC

By:

Jeremy Loch

Name: Jeremy Loch

Title: SVP & General Manager, School Solutions

Date: 1/28/22

Attest:

DocuSigned by:

Estela Beltran

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Estela G. Beltran,
Secretary

Date: February 1, 2022

DocuSigned by:

Pedro Martinez

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Pedro Martinez,
Chief Executive Officer

Board Authority: 22-0126-PR10

Approved as to Legal Form:

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By:

DocuSigned by:

Joseph Moriarty

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Joseph I. Moriarty,
General Counsel