

ITN 56-001

**EXTENSION AGREEMENT**

THIS EXTENSION AGREEMENT (the "Extension Agreement") is made and entered into on July 1, 2023 (the "Effective Date"), by and between **The Florida International University Board of Trustees ("FIU")** and **DIVERSIFIEDSEARCH, LLC**, a **Pennsylvania limited liability Corporation**, whose principle address is 2005 Market Street, Suite 3300, Philadelphia, Pennsylvania 19103, who is authorized to do business in the State of Florida – (the "Contractor").

**RECITALS**

**WHEREAS**, FIU and the Contractor entered into that certain Agreement dated July 1, 2016, pursuant to the Invitation to Negotiate ITN#56-001 to provide the following goods and/or services: search firm services; as renewed by that Agreement Renewal dated on or about January 23, 2019, which was further renewed by that certain Second Renewal dated July 30, 2021 "collectively"- the "Agreement";

**WHEREAS**, FIU and the Contractor desire to extend the Agreement for an additional one (1) year term.

**NOW, THEREFORE**, for and in consideration of the mutual promises and agreements made herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Recitals**. The above recitals are true and correct and incorporated herein.
2. **Extension Term**. The Agreement is hereby extended for an additional one (1) year term, commencing on July 1, 2023 and ending on June 30, 2024 (the "Extension Term").
3. **Insurance**. The Contractor shall continue to furnish FIU with certificates of insurance for the duration of this Extension. The Contractor's certificates on the applicable policies (including but not limited to general liability and automobile liability policies) shall indicate an endorsement which names The Florida International Board of Trustees, Florida International University, the State of Florida, the Florida Board of Governors, and their respective trustees, directors, officers, employees and agents as additional insureds on such policies. Additionally, the Contractor's policies shall carry an endorsement to provide thirty (30) days prior written notice to FIU in the event of cancellation or reduction in coverage or amount. In the event the Contractor's insurance carrier refuses to provide an endorsement to provide thirty (30) days prior written notice to FIU, then the Contractor will be required to provide thirty (30) days prior written notice to FIU in the event of a cancellation or reduction in the coverage or amount and secure any new insurance as required to comply with this Extension and the Agreement to ensure continuous coverage. If the Contractor fails to secure and maintain insurance policies complying with the provisions of this Contract, FIU may terminate this Extension and the Agreement.

4. **Capitalized Terms**. All capitalized terms used herein but not expressly defined herein



shall have the meaning ascribed thereto in the Agreement.

5. **Ratification.** Except as modified hereby, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect and are hereby ratified and affirmed.
6. **Compliance with Laws.** In the performance of this Contract, Contractor shall, at its own expense, at all times during the Extension Term, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements. Contractor acknowledges and agrees that Contractor has and will at all times during the Extension Term maintain all governmental permits, licenses, consents, and approvals necessary to perform its obligations under this Contract.
7. **Compliance with Public Records Law.** FIU is subject to applicable public records laws as provided by provisions of Florida Statutes Chapter 119, and FIU will respond to such public records request without any duty to give the Contractor prior notice. If Contractor is a "contractor" as defined under Section 119.0701, Florida Statutes, Contractor shall comply with all applicable public records laws. Specifically, Contractor shall: (1) keep and maintain public records required by FIU to perform the service; (2) Upon request from FIU's custodian of public records, provide FIU with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under that section, or as otherwise provide by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to FIU; and (4) upon completion of the contract, transfer, at no cost, to FIU all public records in possession of Contractor or keep and maintain public records required by FIU to perform the Service. If Contractor transfers all public records to FIU upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FIU, upon request by FIU's public records custodian, in a format that is compatible with FIU's information technology systems. If FIU receives a request for public records, and FIU does not possess such records, FIU shall immediately notify Contractor of such request, and Contractor must provide them to FIU or allow the records to be inspected or copied within a reasonable time. If Contractor does not comply with the request for records, FIU shall enforce the terms of the contract, and Contractor may be subject to civil action under Section 119.0701, Florida Statutes, and the penalties outlined under Section 119.10, Florida Statutes. FIU may unilaterally cancel the Agreement for Contractor's refusal to allow public access to all public records that were made or received in conjunction with the Agreement. This provision shall survive the expiration or earlier termination of the Agreement. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 348-1377, BY EMAIL AT**



[recordsmanagement@fiu.edu](mailto:recordsmanagement@fiu.edu), OR BY MAIL at 11200 SW 8 ST., GL 460, MIAMI, FLORIDA 33199.

8. **Section 889 Compliance Certification.** Contractor certifies its compliance with § 889 of the McCain National Defense Authorization Act (prohibition against use of covered telecommunications equipment).
9. **E-Verify:** All terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Contractor certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor to perform work or provide services pursuant to this Agreement, Contractor shall likewise require the subcontractor to comply with the requirements of §448.095, Fla. Stat., and the subcontractor shall provide to Contractor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the Agreement. FIU may terminate this Agreement immediately upon notice to Contractor for any violation of this provision.
10. **No counterparts; facsimile signatures allowed.** This Extension may not be executed in counterparts. This Extension and Agreement, along with any and all Exhibits, may be executed and delivered by facsimile signature by any of the parties to the other parties; to the extent permissible under Florida law, a facsimiles signature shall have the same legal force and effect as an original signature and the receiving party may rely on the receipt of such document so executed and delivered by facsimile signature as if the original had been received.

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IN WITNESS WHEREOF, the duly authorized representatives of the parties have affixed their signatures, effective on the Effective Date first written above.

**FOR THE CONTRACTOR:****DIVERSIFIED SEARCH, LLC**By: Jane DiGangiPrint Name: Jane DiGangiTitle: Senior VP, Business OperationsDate: July 12, 2023**FOR FIU:****THE FLORIDA INTERNATIONAL  
UNIVERSITY BOARD OF TRUSTEES**By: Crystal Herrera  
DocuSigned by:  
F02EB06BBAB843C...Name: Crystal HerreraTitle: Interim Director ProcurementDate: 7/31/2023

Approved as to  
form and legality  
[Signature]  
F.I.U. Attorney

Date: 7-20-23