

ITN 56-001**EXTENSION AGREEMENT**

THIS EXTENSION AGREEMENT (the “Extension Agreement”) is made and entered into on July 12, 2023 (the “Effective Date”), by and between **The Florida International University Board of Trustees (“FIU”)** and **THE SPELMAN AND JOHNSON GROUP, INC.**, a Massachusetts corporation, whose principal address is Chapman Avenue, Easthampton, Massachusetts 01027, who is authorized to do business in the State of Florida (the “Contractor”).

RECITALS

WHEREAS, FIU and the Contractor entered into that certain Contract dated July 12, 2016, pursuant to the Invitation to Negotiate ITN#56-001 for Contractor to provide the following goods and/or services: search firm services (the “Services”); as renewed by that certain First Renewal Agreement dated March 4, 2019; which was further renewed by that certain Second Renewal dated September 2, 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, having commenced on July 12, 2023, and ending on July 11, 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, OR BY MAIL at 11200 SW 8 ST., GL 460, MIAMI, FLORIDA 33199.**

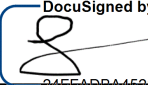
8. **Section 889 Compliance Certification.** Contractor certifies its compliance with § 889 of the McCain National Defense Authorization Act (prohibition against use of covered telecommunications equipment).
9. **E-Verify:** All terms defined in §448.095, Fla. Stat., are adopted and incorporated into 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.

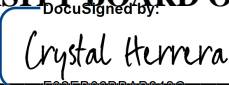
FOR THE CONTRACTOR:

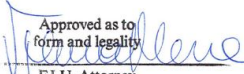
**THE SPELMAN AND JOHNSON GROUP,
INC.**

By:  DocuSigned by:
24FFADBA4528403...
Print Name: Ellen T. Heffernan
Title: CEO
Date: 9/13/2023

FOR FIU:

**THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES**

By:  DocuSigned by:
F02EB06BBAB843C...
Name: Crystal Herrera
Title: Interim Director Procurement
Date: 9/14/2023


Approved as to
form and legality
F.I.U. Attorney

Date: 8-25-23

Certificate Of Completion

Envelope Id: AD92F18E8FBD461EB1D9EC986CCFCA95

Status: Completed

Subject: Signature request on Contract The Spelman & Johnson Group, Inc.

Source Envelope:

Document Pages: 4

Signatures: 2

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Enveloped Stamping: Disabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:

FIU Jaggaer TCM (Contract+) Account

11200 S.W. 8TH ST.

PC 00511

MIAMI , FL 33199

tcm@fiu.edu

IP Address: 35.170.89.44

Record Tracking

Status: Original

8/25/2023 3:00:29 PM

Holder: FIU Jaggaer TCM (Contract+) Account

tcm@fiu.edu

Location: DocuSign

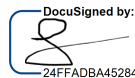
Signer Events

Ellen T. Heffernan

eth@sjgsearch.com

CEO

The Spelman & Johnson Group

Security Level: Email, Account Authentication
(None)**Signature**DocuSigned by:

24FFADBA4528403...

Signature Adoption: Drawn on Device

Using IP Address: 68.184.42.26

Timestamp

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Viewed: 9/13/2023 5:01:04 PM

Signed: 9/13/2023 5:04:33 PM

Electronic Record and Signature Disclosure:

Accepted: 9/13/2023 5:01:04 PM

ID: cfe04910-caba-4c28-98db-dc0c5f1fa9f0

Crystal Herrera

cherrera@fiu.edu

Interim Director Procurement

Florida International University Board of Trustees

Security Level: Email, Account Authentication
(None)DocuSigned by:

F02EB06BBAB843C...

Signature Adoption: Pre-selected Style

Using IP Address: 131.94.186.90

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Signed: 9/14/2023 2:46:19 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

8/25/2023 3:02:34 PM

Envelope Updated

Security Checked

9/13/2023 1:41:06 PM

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| Envelope Updated | Security Checked | 9/14/2023 2:39:56 PM |
| Certified Delivered | Security Checked | 9/14/2023 2:44:44 PM |
| Signing Complete | Security Checked | 9/14/2023 2:46:19 PM |
| Completed | Security Checked | 9/14/2023 2:46:19 PM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

| Electronic Record and Signature Disclosure |
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To advise Florida International University of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@fiu.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@fiu.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@fiu.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- Until or unless you notify Florida International University as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Florida International University during the course of your relationship with Florida International University.