



Chief David P. Cahill
Chairman

State of New Hampshire
POLICE STANDARDS & TRAINING COUNCIL
ARTHUR D. KEHAS
LAW ENFORCEMENT TRAINING FACILITY & CAMPUS
17 Institute Drive — Concord, N.H. 03301-7413
603-271-2133 FAX 603-271-1785
TDD Access: Relay NH 1-800-735-2964



Donald L. Vittum
Director

August 30, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Police Standards and Training Council (NHPSTC) to enter into a service agreement with the Institute of Police Technology Management (IPTM) of the University of North Florida (Vendor Code 171637) to provide technical law enforcement training. This agreement is to be effective upon Governor and Council approval through June 30, 2018 at a cost of \$54,000. **100% General Fund.**

Funding is available as follows:

06-87-87-08700-66390000-067-500557 \$54,000.00

EXPLANATION

Each year, the New Hampshire Police Standards & Training Council releases a request for proposals for specialized in-service training classes that we lack either the staffing or the expertise to present ourselves. These classes are offered to New Hampshire police officers at no charge to them or their departments, as a service. The specific classes to be provided under this agreement are a one-day *De-Escalation Strategies for Public Safety: First Line to Commanders* at a cost of \$4,500; two three-day sessions of *Field Training Officer* at a cost of \$25,000; one three-day session of *Forensic Evidence From Crash Fatalities* at a cost of \$9,500; one two-day session of *Special Issues in Internal Affairs Investigations* at a cost of \$7,500 and one two-day session of *Suicide Investigation* at a cost of \$7,500.

These classes were bid out as part of the RFP process that was released by NHPSTC on May 5, 2017. In that document we requested bids for various topic areas from an established vendor list. We then evaluate each of the submissions and assess the extent to which the content of the classes matches the course topics that the vendors were provided with, as well as the credentials of the persons proposed to teach the classes and the price quoted.

IPTM was the only bidder for *Field Training Officer*, *Forensic Evidence from Crash Fatalities*, *Special Issues in Internal Affairs Investigations*, and *Suicide Investigation*. After review of these submissions we felt that the class content was such that it met the best interest of NHPSTC and the law enforcement community.

62

Bid Specification

There were two submissions for a de-escalation course. IPTM received a higher overall rating. Bids are scored based on four categories: Program Cost, Course Content, Quality and Quantity of Student Materials, and Experience and Ability of Course Instructors. Those participating in the bid evaluation process were Law Enforcement Training Specialists Mark OBrien, Earl Nelson, and James Watson.

The bids and scores were as follows:

<u>Vendor</u>	<u>Price</u>	<u>MO</u>	<u>EN</u>	<u>JW</u>	<u>Total</u>	<u>AVG</u>
IPTM	\$4,500	80	95	75	250	83
American Correctional Association	\$5,331	50	95	70	215	72

Lt. Earl Nelson – Earl began his NH Law Enforcement serving as a part-time officer in the town of Roxbury in 1979. He later became a full-time officer and served many Cheshire County communities – retiring from the Chesterfield Police Department as Chief in 2002. Earl has been an active part of PSTC since 2005, coordinating the regional part-time academies when held at Keene State College and as a dedicated defensive driving instructor. He is currently assigned as Commandant of the Corrections Academy.

Lt. James Watson – He began with NH Department of Corrections in 1999 and was promoted to Probation Parole in 2001 a position that he held until joining PSTC in 2014. Jim is serving as Commandant of the 174th Police Academy. He is also pursuing a Master's Degree in Adult Education and has been in the NH Air National Guard for 11 years.

Lt. Mark OBrien – After serving sixteen years, eight as Lieutenant, with the Wakefield Police Department, Mark joined PSTC in 2016. He successfully completed the 234th session of the FBI Academy in 2008. He is currently assigned to the 174th Police Academy and instructs a variety of courses including: DWI, Radar, OC, Baton, and Defensive Driving.

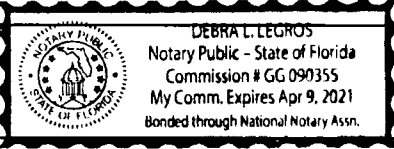
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name NH Police Standards & Training Council		1.2 State Agency Address 17 Institute Drive, Concord, NH 03301	
1.3 Contractor Name University of North Florida Training Services Institute d/b/a: Institute of Police Technology Management		1.4 Contractor Address 12000 Alumni Drive Jacksonville, FL 32224	
1.5 Contractor Phone Number 904-620-4786	1.6 Account Number 06-87-87-08700-66390000- 067-500557	1.7 Completion Date 06/30/2018	1.8 Price Limitation \$54,000.00
1.9 Contracting Officer for State Agency Donald L. Vittum, Director		1.10 State Agency Telephone Number 603-271-2133	
1.11 Contractor Signature <i>Shani Shuman</i>		1.12 Name and Title of Contractor Signatory Shani Shuman, President	
1.13 Acknowledgement: State of <u>FL</u> , County of <u>Duval</u> On <u>July 18, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Debra L. Legros</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Debra L. Legros</u> <u>Coordinator, Administrative Services</u>			
1.14 State Agency Signature <i>Donald L. Vittum</i>		1.15 Name and Title of State Agency Signatory DONALD L. VITUM, DIRECTOR	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>[Signature]</i> On: <u>8/10/2017</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

*CP
SW*

RECEIVED

JUL 24 2017

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

CP

Contractor Initials SPS
Date 7/18/17

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

CP

Contractor Initials SAS
Date 7/18/17

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials SAS
Date 7/18/17

Exhibit A

The contractor will provide instruction, instructors, and all instructional materials for the following classes to be held at the NH Police Standards and Training Council (PSTC):

De-Escalation Strategies for Public Safety: First Line to Commanders	1 day	\$4500.00	Max Class Size 30
Field Training Officer (2 sessions)	3 days	\$12500.00/ea	Max Class Size 30
Forensic Evidence From Crash Fatalities	3 days	\$9500.00	Max Class Size 24
Special Issues in Internal Affairs Investigations	2 days	\$7500.00	Max Class Size 30
Suicide Investigation	2 days	\$7500.00	Max Class Size 30
Total		\$54,000.00	

PSTC will assess enrollment for each In-Service course 20 days prior to presentation and if sufficient enrollment does not exist, the course will be canceled with notice to the vendor no later than 15 days prior to the presentation without cost to PSTC. If the class is held, the contractor will be paid no less than the 10 student rate as submitted in the bid process and will be paid per student beyond ten not to exceed the total seating limitation and total course cost outlined above. Class dates will be set as mutually agreed by the contractor and PSTC. Set dates may be changed by PSTC at any time with prior notice.

Exhibit B

Upon completion of each class scheduled, and submission of an invoice, the contractor will be paid per student attendee as outlined in Exhibit "A".

CP

Contractor Initials: SPS
Date: 7/18/17

State of Florida

County of Duval

On this 18th day of July, 2017, before me, the undersigned officer, personally appeared Dr. Mauricio Gonzalez, who acknowledged himself to be the Secretary of The University of North Florida Training and Service Institute, Inc., a Florida corporation, and that he as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Secretary.

In Witness Whereof, I hereunto set my hand and official seal.

Stephanie C. Howell

Notary Public



Certificate of Incumbency and Authorization

I, the undersigned, Dr. Mauricio Gonzalez, the duly elected, qualified and acting Secretary of The University of North Florida Training and Service Institute, Inc. (the "Corporation"), hereby certify:

1. Attached hereto as Exhibit A is a true and correct copy of the Corporation's bylaws, and such bylaws have not been amended, modified, supplemented or repealed, in whole or in part, prior to the date hereof, and the same are in full force and effect as of the date hereof.

2. Attached hereto as Exhibit B is a true and correct copy of the Corporation's Articles of Incorporation and any amendments thereto. Such Articles have not been supplemented or repealed, in whole or in part, prior to the date hereof, and the same are in full force and effect as of the date hereof.

3. That the following officer of the Corporation and that the signature, as it appears, is her genuine and authentic signature:

Shari Shuman – President

IN WITNESS WHEREOF, I hereunder set my hand as of this 18 day of July, 2017.

Dr. Mauricio Gonzalez, Secretary

Exhibit A

AMENDMENT TO BYLAWS
OF THE
TRAINING AND SERVICES INSTITUTE, INC.

ARTICLE I
PURPOSE AND ACTIVITIES

Section 1. Purpose

The Training and Services Institute, Inc., ("TSI") is established as a nonprofit tax-exempt entity to provide educational and training programs of the University as more particularly described in the Articles of Incorporation and to provide financial and other support for activities related to the mission of the University of North Florida or any of its divisions or operations. The Corporation shall at all times be operated as a direct support organization, as defined by and in compliance with applicable Florida Statutes and Florida Administrative Code rules.

Section 2. Governance

The University is governed by the University of North Florida Board of Trustees ("Trustee Board"), a public body corporate established by Florida law. TSI is governed by the TSI Board of Directors ("TSI Board") as more particularly described in these Bylaws.

Section 3. Activities

Activities of TSI include, but will not be limited to, providing educational and training programs (including publications) and consulting services to law enforcement officers, police organizations, state/federal prosecutors, transportation officials and like organizations on topics related to public safety, law enforcement and related topics; providing financial and other support for activities related to the mission of the University of North Florida or any of its divisions or operations; and such other activities as shall be determined and established by the TSI Board, consistent with the Articles of Incorporation, Bylaws, and applicable state and federal regulatory provisions.

Section 4. Membership

Membership in the corporation shall consist of all members of the TSI Board.

Section 5. Powers

TSI shall have those powers as granted by the Florida Not-for-Profit Corporation Act.

Section 6. Corporate Offices

The corporate offices of TSI shall be maintained at 4567 St. Johns Bluff Road, South, Jacksonville, Florida 32224.

ARTICLE II TSI BOARD

Section 1. General Powers

The affairs of the Corporation shall be managed and its corporate powers shall be exercised by the TSI Board. The general powers of the Board shall not, however, be deemed to preempt, modify or restrict the duty and ability of the President of the University of North Florida to monitor and control the use of University personnel, property and other resources.

Section 2. Number and Terms of Office

- (a) There shall be a total of not less than seven (7) nor more than fifteen (15) directors (elected and appointed) selected in the manner prescribed herein. Members of the TSI Board shall constitute the voting members of TSI.
- (b) The President of the University shall at all times during his/her tenure serve as a Director and voting member of the TSI Board.
- (c) All Vice Presidents of the University of North Florida shall at all times during their tenure as Vice Presidents serve as Directors and voting members of the TSI Board.
- (d) The Chair of the Trustee Board shall have the authority to appoint a representative to the TSI Board. This appointed representative shall have full voting privileges.
- (e) There shall be at least two members of the Board of Directors who are external to the University. For these purposes, "external to the university", shall mean "not an employee of the University." These Directors shall be admitted upon the recommendation of the President of TSI and the affirmative vote of a majority of the existing Directors of the corporation.
- (f) Other members of the Board of Directors may be admitted upon the recommendation of the President of TSI and the affirmative vote of a majority of the existing Directors of the Corporation.
- (g) Election of new Directors may be considered and held at any annual, regular or special meeting of the Board of Directors. Elected Directors shall serve for a term of two (2) years in length. There shall be no limit in the number of two (2) year

terms which a Director may serve. Approval of such Directors shall be subject to applicable rules and regulations promulgated from time to time by the Trustee Board or State, and election of approved nominees shall be effective upon the vote of a majority of the Board of Directors. The TSI President may appoint Directors to fill unexpired terms.

- (h) The President of TSI shall have the authority to appoint ex-officio, non-voting members of the Board of Directors whenever it is the President's judgment that the best interests of the Corporation would be served thereby. Ex-officio Directors shall serve for a term of one (1) year. There shall be no limit in the number of one (1) year terms which an ex-officio Director may serve.
- (i) The right of any elected member of the Board to continue to serve as a Director may be terminated by the affirmative vote of a majority of the membership of the Board of Directors. Any termination hereunder shall become effective immediately upon such vote.

ARTICLE III POWERS AND DUTIES OF OFFICERS

Section 1. Officers

The officers of TSI shall be a president, vice president, secretary and treasurer and such other officers as the TSI Board may deem necessary and appropriate. No two or more offices may be held by the same person.

Section 2. Selection and Term of Office

The Vice President for Administration and Finance of the University of North Florida shall serve as President of the corporation. All other officers of the Corporation shall be elected bi-annually by the Directors at the annual meeting of the Directors and shall hold office for two (2) years or until their successor shall have been duly elected.

Section 3. Removal

Any officer elected or appointed by the Directors may be removed by a majority vote of the Directors whenever in their judgment the best interests of the Corporation would be served thereby.

Section 4. President

The President of TSI shall preside at all Board meetings. The President shall serve as Chairman of the Executive Committee. The TSI President shall have the authority to execute contracts, certificates, deeds, notes and other legal documents or legal instruments authorized or issued by the Board of Directors and affix the seal of TSI

thereto. The TSI President shall perform such duties as may from time to time be assigned to him/her by the Board of Directors.

Section 5. Vice President

Vice President shall perform the duties of the President in his or her absence and, when so acting, shall have all the powers of the President and shall perform such other duties as from time to time may be assigned by the President or by the Directors.

Section 6. Secretary

The Secretary shall keep the minutes of the meetings of the Board of Directors. He/she shall transmit all notices required by the Bylaws of the Directors. The Secretary shall have charge of the minutes and other non-financial records of TSI which shall be at all reasonable times open to examination of any Director. He/she shall in general perform all duties incident to management of the office of Secretary for the Board of Directors. Assistant secretaries may be appointed by the Secretary as he/she deems necessary and appropriate.

Section 7. Treasurer

The Treasurer shall oversee the receipt, recording and depositing of funds of TSI and disburse the same in accordance with the TSI budget. He/she shall render to the Board of Directors an account and statement of all financial transactions at each annual meeting of the Board and at other such times as the Board may determine. He/she shall at all reasonable times exhibit TSI books and accounts to any officer of TSI. He/she shall in general perform all duties incident to management of the office of Treasurer for the Board of Directors. Assistant treasurers may be appointed by the Treasurer as he/she deems necessary and appropriate.

Section 8. Election

The election of directors and officers shall be subject to applicable rules and regulations promulgated from time to time by the Trustee Board or State, and shall be effective upon the vote of a majority of the Board of Directors who are present and eligible to vote.

Section 9. Power to Create Additional Offices

The Board of Directors shall have the power to create additional offices as it deems necessary and appropriate.

Section 10. Vacancies or Incapacity of Officers

The TSI President shall have the authority to appoint officers to fill vacancies for the remainder of unexpired terms. In the event of any officer's absence or inability or refusal to act, the TSI President may appoint any Director to perform his/her respective duties.

Section 11. Compensation

Directors shall not receive any compensation for their services, except reimbursement for reasonable out-of-pocket expenses incurred by them in attending meetings or in the performance of their duties.

ARTICLE IV COMMITTEES

Section 1. Executive Committee

The Executive Committee of the TSI Board shall consist of the following TSI Board members:

1. The President of TSI, who shall be Chair
2. The Vice President of TSI
3. The Treasurer of TSI
4. The Corporate Secretary
5. The Trustee Board designee.
6. Chair, Investment Committee
7. Chair, Finance and Audit Committee

The Executive Committee shall meet at the call of the President of TSI. A majority of the members shall represent a quorum of the Committee. The Executive Committee shall have and may exercise all powers and authority of the TSI Board between meetings of the TSI Board and shall be empowered to act on behalf of the TSI Board in cases where a meeting of the full TSI Board will not occur within the time frame necessary for approving an action deemed to be in the best interest of TSI. Actions by the Executive Committee shall be subject only to such restrictions as the TSI Board may from time to time specify.

Section 2. Other Committees

Investment Committee

On an annual basis, the TSI President will appoint an Investment Committee and shall appoint a member of the committee to serve as its chair. The Investment Committee is charged with maintaining and enhancing TSI assets through the establishment of investment policy and objectives and through on-going oversight and evaluation of Investment Manager(s) who are charged with the investment of TSI assets. In so doing, the Investment Committee will work closely with the Finance and Audit Committee. The primary investment objective of the TSI Investment Committee is the protection and preservation of TSI's assets, while the secondary objectives are revenue production and long term growth.

Finance and Audit Committee

On an annual basis, the TSI President will appoint a Finance and Audit Committee and shall appoint a member of the committee to serve as its chair. The Finance and Audit Committee shall advise the TSI Board and make recommendations on all financial matters in close coordination with the Investment Committee. It shall review the annual operating budget and the annual audit and be kept regularly informed concerning financial management issues.

The TSI President will to the best ability ensure that the Chair of the Finance and Audit Committee will have financial applicable knowledge. The TSI President will further make sure that the most fiscally knowledgeable Board members are on the Finance and Audit Committee.

Section 3. Subcommittees

Each committee shall have the option to create subcommittees to fulfill specific responsibilities.

Section 4. Special Committees

The TSI President shall have the authority to appoint special committees, as may be required from time to time, in order to accomplish the goals and objectives of the corporation.

Section 5. Special Appointees

The TSI President may designate special appointees to committees of TSI. Special appointees shall have full voting rights on the assigned committee but no other rights or privileges of a member. Special appointees shall not make up more than 25 percent of the membership of any given committee.

ARTICLE V. MEETINGS

Section 1. Annual Meeting and Regular Meetings

- (a) The annual meeting of the TSI Board shall be held in September of each year in Jacksonville, Florida, at a time and place determined by the TSI President. At the annual meeting of the Board of Directors, the Board shall receive the TSI Treasurer's annual report, shall elect officers, and shall transact such other business as may be brought before the meeting.
- (b) Regular meetings of the TSI Board shall be held at a time and place designated by the President.

- (c) Written notice of the annual or regular meetings shall be provided by the Secretary to the TSI Board not less than 7 days preceding any such meeting. Written notice may include facsimile, electronic transmission, or satellite broadcast. The notice shall indicate briefly the objectives of the meeting and the nature of the business to be considered.

Section 2. Special Meetings

- (a) Special meetings of the TSI Board may be called by the TSI President or a majority of the officers of the TSI Board.
- (b) Written notice of special meetings shall be provided by the Secretary to the TSI Board not less than 5 days preceding any such meeting. Written notice may include facsimile, electronic transmission, or satellite broadcast. The notice shall indicate briefly the objectives of the meeting and the nature of the business to be considered. No business except that stated in the notice shall be transacted at a special meeting except by the consent of a majority of the TSI Board members who are present and eligible to vote. When a quorum is present at any such meeting, a waiver of notice of such meeting or the objectives thereof by a majority of all members in attendance shall have the same force and effect as though all members had waived the requirement of this paragraph as to such notice.

Section 3. Emergency Meetings

An emergency meeting of the TSI Board may be called by the President of the TSI Board upon no less than twenty four (24) hours notice whenever in the opinion of the TSI President an issue requires immediate TSI Board action. Whenever such emergency meeting is called, the Corporate Secretary shall be notified and shall immediately serve either verbal or written notice upon each member of the TSI Board, state the date, hour and place of the meeting and purpose for which the meeting has been called. Written or verbal notice shall include facsimile, electronic transmission, satellite broadcast or any other electronic means. No other business shall be transacted at the meeting unless additional emergency matters are agreed to by a majority of those TSI Board members in attendance. The minutes of each emergency meeting will show the manner and method by which notice of such emergency meeting was given to each member of the TSI Board.

Section 4. Quorum

A majority of the members eligible to vote shall constitute a quorum at any meeting of the TSI Board or its committees. Except as provided in Article IX, Section 1. (b), all matters on which a vote is held shall be determined by a majority of the elected and appointed members present and voting. When a quorum is not present, the meeting may proceed at the discretion of the TSI President and any business conducted at such meeting shall be subject to ratification by a majority of TSI Board members not in attendance either in writing or at a subsequent meeting.

Section 5. Action Without A Meeting

Action of the TSI Board or its committees may be taken by a majority of the members of the TSI Board or its committees, individually or collectively consenting in writing or by telephone conference to the actions. In writing or by telephone may include facsimile, electronic transmission, satellite broadcast or any other electronic means. The written consent or consents will be filed with the minutes or noted in the minutes of the proceedings of the TSI Board or committees. Action by written consent shall have the same force and effect as action by voice vote of the TSI Board or its committees. Any certificate or other document filed under any provision of law which relates to an action taken without a meeting will state that the action was taken by written consent of a majority of the TSI Board or its committees without a meeting, and that the Bylaws and TSI authorize the TSI Board and its committees to act without a meeting as described in this section.

ARTICLE VI FISCAL MATTERS

Section 1. Fiscal Year

The fiscal year for the corporation shall begin on July 1 and end on June 30 of the following year.

Section 2. Operating Budget

The annual operating budget for the corporation shall be approved by the Finance and Audit Committee prior to presentation to the TSI Board for a vote. The President of the University shall assure compliance with any requirements that may be established by the Trustee Board or State concerning budgetary review or approval.

Section 3. Financial Statements

The TSI Treasurer shall render to the TSI Board at their first meeting of each fiscal year, if available, preliminary and unaudited financial statements for the year just completed. The Treasurer will submit a Treasurer's Report at each regular meeting of the Finance and Audit Committee and full TSI Board.

Section 4. Audit

The TSI Treasurer shall engage an independent, certified public accountant to perform an annual audit of TSI's financial statements, with the objective being to render an opinion on the financial statements and to provide a management letter. The Certified Public Accountant shall conduct the annual audit in accordance with Generally Accepted

Auditing Standards, and rules adopted by the Auditor General pursuant to S. 11.45 (8) and by the Trustee Board.

The auditor shall present the audit to the Finance and Audit Committee and shall be available to meet with the TSI Board. Finance and Audit Committee shall discuss the audit findings with the TSI Board and, in accordance with the management letter, shall recommend to the TSI Board such changes as it deems advisable.

ARTICLE VII TRANSACTION OF TSI BUSINESS

Section 1. TSI Checks

Checks, drafts or electronic fund transfers of TSI funds may be signed/approved by the Treasurer, TSI President, or University President. A facsimile may be used in lieu of actual signatures. However, all checks in the amount of \$15,000 or greater must bear original signatures or, if facsimile signatures are used, must be initialed by the Treasurer, TSI President, or University President.

Section 2. Execution of TSI Documents

The TSI President, University President, and TSI Treasurer are authorized to execute in the name of the TSI, all certificates, contracts, deeds, notes and other documents or legal instruments authorized or issued by the TSI Board or these Bylaws, or necessary to effectuate the purposes of TSI.

ARTICLE VIII NO VESTED RIGHTS

No TSI Board member shall have any vested rights, interests, or privileges of, in or to the assets, functions, affairs or franchises of the corporation or any right, interest or privilege which may be transferable or inheritable.

ARTICLE IX INDEMNIFICATION

TSI shall indemnify, to the full extent provided by law, any person who was or is a party to any proceeding by reason of the fact that he or she was or is serving as a director, ex-officio director or officer of TSI, or was or is serving at the request of TSI as a director or officer of another corporation or enterprise, against liability and expenses actually and reasonably incurred in connection with such proceeding, including any appeal thereof, if such person acted in good faith and in a manner he or she reasonably believed to be in,

and not opposed to, the best interests of TSI and with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

The indemnification provided hereunder is not exclusive, and TSI may make any other or further indemnification as provided by Florida law.

ARTICLE X MISCELLANEOUS

Section 1. Amendments

- (a) The Bylaws may be altered, amended, rescinded or repealed at any annual or special meeting of the TSI Board by the affirmative vote of a majority of the members of the TSI Board. Amendments to the Bylaws shall be subject to policies, rules or regulations which may be established by the Trustee Board or State.
- (b) The Articles of Incorporation of TSI may be altered or amended at any annual or special meeting of the TSI Board by resolution approved by the affirmative vote of a two-thirds majority of the TSI Board present and eligible to vote, subject to approval by the Secretary of State of the State of Florida as required by law. Written notice of any proposed amendment shall be mailed to each member of the TSI Board not less than fifteen (15) days prior to any meeting at which such proposed amendment is to be considered, unless waived by a two-thirds vote of the TSI Board. Amendments to the Articles of Incorporation shall be subject to policies, rules or regulations which may be established by the Trustee Board or State.

Section 2. Conflicts of Interest

- (a) No contract or other transaction between TSI and one or more of its directors, or any other corporation, firm, association or entity in which one or more of the directors are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest, because such director or directors are present at the meeting of the TSI Board, or committee thereof, which authorizes, approves, or ratifies such contract or transaction, or because his/her or their votes are counted for such purpose, if: (i) the fact of such relationship or interest is disclosed or known to the TSI Board or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested trustees; or (ii) the fact of such relationship or interest is disclosed or known to the Directors entitled to vote and they authorize, approve, or ratify such contract or transaction by vote or written consent; or (iii) the contract or transaction is fair and reasonable as to the TSI at the time it is authorized by the TSI Board or a committee.

- (b) All TSI Directors may be counted in determining the presence of a quorum at a meeting of the TSI Board or a committee thereof which authorizes, approves, or ratifies such contract or transaction.
- (c) At least once a year, there shall be a full written disclosure by each member of the TSI Board of all relationships, fees, commissions or other remunerations furnished by TSI to the TSI director, his or her company, employer or associate or by any organization in which a director has a significant beneficial ownership. Additionally, should any conflict arise at any time following completion of the written disclosure statement, the TSI Board member shall so promptly notify the Treasurer of TSI in writing. The Executive Committee will be responsible for monitoring the application of this policy.

Section 3. TSI Employees

The TSI Board shall have the power to employ or to authorize the officers to employ such full-time or part-time employees as the Directors may deem necessary or appropriate for the conduct of the Corporation's business. Employees of the Corporation shall not be deemed employees of the State of Florida solely by virtue of such employment with the Corporation; however, employees of the State of Florida may be employed contemporaneously by the Corporation. The Directors shall have the power to establish salaries, wages and terms and conditions of employment with respect to employees of the Corporation.

Section 4. Parliamentary Authority

ROBERTS RULES OF ORDER, NEWLY REVISED shall be the parliamentary authority for all matters of procedure not specifically covered by the Bylaws or by specific rules of procedure adopted by TSI.

Section 5. Rules of the Trustee Board and State

The Articles of Incorporation and Bylaws shall be consistent with the applicable rules of the University and of the Trustee Board and State, including, but not limited to, the right of the University President to monitor and control the use of the resources of the University, including, but not limited to, the name of the University; and to monitor compliance of the TSI with state and federal laws and rules of the Trustee Board and State.

Section 6. Confidentiality of TSI Records

Upon receipt of a reasonable and specific request in writing, TSI will make public financial information of TSI including expenditures, documentation regarding completed business transactions and information about investment and management of the TSI assets. The release of personal, financial information about a volunteer is prohibited.

ARTICLE XI
SEAL

The seal of TSI shall be inscribed with the words "UNF T&S INSTITUTE, INC."
together with the words "Corporate Seal 1979."

Exhibit B

FILED

MAR 16

1 05 PM '79

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

THE UNIVERSITY OF NORTH FLORIDA TRAINING AND
SERVICE INSTITUTE, INC.

A Nonprofit Corporation

We, the undersigned, desiring to form a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes, do hereby make, subscribe and acknowledge the following Articles of Incorporation:

I.

NAME

The name of this corporation is:

THE UNIVERSITY OF NORTH FLORIDA TRAINING AND SERVICE INSTITUTE, INC.

II.

DURATION

The period of duration of the corporation shall be perpetual.

III.

PURPOSES

This corporation is organized for the following purposes:

A. To implement, develop, organize and administer special educational and training programs and related specialized programs at the University of North Florida, Jacksonville, Florida, or at other educational institutions selected by the Corporation; and, in connection with the foregoing programs, to utilize and incorporate existing or future plant, personnel, equipment and facilities and existing or future curricula, educational courses, degree programs and related educational inventory at the University of North Florida and such other educational institutions as shall be selected by the corporation.

B. To negotiate, enter into, execute, carry out and perform contracts and agreements necessary or proper to effectuate the foregoing purposes, including, without limitation, (1) contracts and agreements between this corporation and foreign governments (or agencies or departments thereof) and public or private institutions, corporations, organizations and entities, whether domestic or foreign, having a need for special educational and training programs and related specialized programs offered or to be offered by this corporation; and (2) contracts and agreements between this corporation and other public or private educational institutions in the United States under which special educational and training programs and related specialized programs not otherwise available at the University of North Florida are to be furnished and provided for a

IV.

MEMBERSHIP

The membership of the corporation shall consist of the individuals constituting the Board of Directors as hereinafter provided and their successors in office. New members will be admitted upon the affirmative vote of a majority of the existing members.

V.

SUBSCRIBERS

The names and place of residence of each of the subscribers to these Articles are as follows:

<u>NAME</u>	<u>ADDRESS</u>
THOMAS G. CARPENTER	37 Tifton Way South Ponte Vedra Beach, Florida 32082
JOHN P. MINAHAN	1011 Cathcart Street Jacksonville, Florida 32211
JIM C. HAYWOOD	1873 Woodleigh Drive West Jacksonville, Florida 32211

VI.

OFFICERS

The officers of this corporation and the names of the persons who are to serve as officers until the first annual meeting following the filing of these Articles of Incorporation are as follows:

<u>NAME</u>	<u>OFFICE</u>
THOMAS G. CARPENTER	President
JOHN P. MINAHAN	Vice President
GEORGE W. CORRICH	Secretary
JIM C. HAYWOOD	Treasurer

VII.

BOARD OF DIRECTORS

The affairs of this corporation shall be managed by a Board of Directors, consisting of not less than seven (7) nor more than fifteen (15) members, the exact number of which shall be set from time to time by the Board of Directors. Such directors shall be elected at the annual meeting of the members in the manner provided in the bylaws. The initial Board of Directors shall consist of thirteen (13) members, whose names and places of residence are as follows:

<u>NAME</u>	<u>ADDRESS</u>
THOMAS G. CARPENTER	37 Tifton Way South Ponte Vedra Beach, Florida 32082
JOHN P. MINAHAN	1011 Cathcart Street Jacksonville, Florida 32211
JIM C. HAYWOOD	1873 Woodleigh Drive West Jacksonville, Florida 32211
GEORGE W. CORRICK	2960 Beauclerc Road Jacksonville, Florida 32217
BERNARD M. ANDREU	94 Judson Road Orange Park, Florida 32073
BETTE J. SOLDWEDEL	1716 Ormond Road Jacksonville, Florida 32211
ANN B. RADWAN	7771 Point Vincente Court Jacksonville, Florida 32216
MAX K. MORRIS	4990 Vandivere Road Jacksonville, Florida 32210
ARTHUR I. JACOBS	315 Alachua Street Fernandina Beach, Florida 32034
JOHN S. HAYES	945 Ponte Vedra Boulevard Ponte Vedra Beach, Florida 32082
BRUCE A. SMATHERS	5000 San Jose Boulevard, Apt. 197 Jacksonville, Florida 32207
ALFORD C. SINCLAIR	4651 Arapahoe Avenue Jacksonville, Florida 32210
G. BRUCE DOUGLAS	2050 Art Museum Drive Jacksonville, Florida 32207

VIII.

BYLAWS

The internal affairs of the corporation, except as provided in these Articles of Incorporation, shall be regulated, determined and fixed by the bylaws, to be adopted by the Board of

Directors and amended by them, from time to time by a majority of the Board of Directors.

IX.

AMENDMENT

These Articles of Incorporation may be amended by majority vote of the members of the corporation.

X.

POWERS

The corporation shall have all the powers granted to corporations not-for-profit under Chapter 617 of the Florida Statutes. Anything herein to the contrary notwithstanding, the corporation shall exercise only such powers and conduct and only such activities as are in furtherance of one or more of the exempt purposes set forth in Section 501(c)(3) of the Internal Revenue Code of 1954, as that section may from time to time be amended.

XI.

DISPOSITION OF ASSETS

This corporation shall not have shares of stock, nor shall any person, firm or business corporation ever receive dividends or profits from the operations of this corporation. Upon dissolution of this corporation, all of its assets remaining after payment of all costs and expenses of dissolution shall be distributed to one or more organizations which have qualified for special exemption under Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, or to a state or local government for a public purpose, and none of the assets will be distributed to any member, officer or director of the corporation.

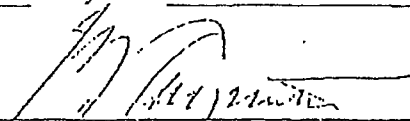
XII.

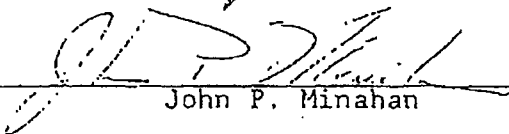
REGISTERED AGENT

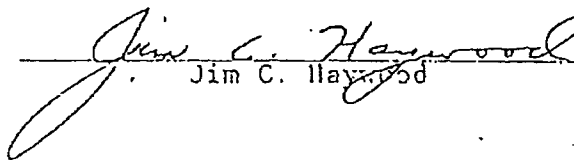
The initial registered office of the corporation shall be at 4567 St. Johns Bluff Road - South, Jacksonville, Florida. The person who shall initially serve as Registered Agent at that address shall be Thomas G. Carpenter.

IN WITNESS WHEREOF, we, THOMAS G. CARPENTER, JOHN P. MINAHAN and JIM C. HAYWOOD, for the purpose of forming this corporation not-for-profit under the laws of the State of Florida, have

set our hands and seals this first day of March, 1979.


Thomas G. Carpenter

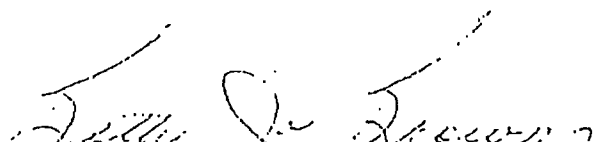

John P. Minahan


Jim C. Haywood

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME personally appeared THOMAS G. CARPENTER, JOHN P. MINAHAN and JIM C. HAYWOOD, to me known and known to me to be the persons described in and who executed the foregoing Articles of Incorporation and they duly acknowledged to me that they executed the same.

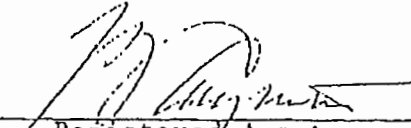
DATED this first day of March, 1979.


Notary Public, State of Florida at Large
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 23 1987
MONROE'S BOND GUARANTEE INS. CO. 1178

ACKNOWLEDGMENT OF REGISTERED AGENT

Having been named to accept service of process for the above-stated corporation, at the place designated in Article XII of the Articles of Incorporation, I hereby accept and agree to act in that capacity.




Registered Agent

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME personally appeared THOMAS G. CARPENTER, to me known and known to me to be the person described in and who executed the foregoing Acknowledgment of Registered Agent and he duly acknowledged to me that he executed the same.

DATED this first day of March, 1979.



Notary Public, State of Florida at Large
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 23 1982
BONDED thru General Ins. Underwriters

ARTICLES OF AMENDMENT
to
ARTICLES OF INCORPORATION
of
THE UNIVERSITY OF NORTH FLORIDA TRAINING AND
SERVICE INSTITUTE, INC.

Pursuant to the provisions of section 617.1006, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: Amendment(s) adopted:

Article III. is amended as follows:

III.
PURPOSES

This corporation is organized for the following purposes:

A. To implement, develop, organize and administer special educational and training programs and related specialized programs at the University of North Florida, Jacksonville, Florida, or at other educational institutions or instructional settings selected by the Corporation; and, in connection with the foregoing programs, to utilize and incorporate existing or future plant, personnel, equipment and facilities and existing or future curricula, educational courses, degree programs and related educational inventory at the University of North Florida and such other educational institutions as shall be selected by the corporation.

B. To negotiate, enter into, execute, carry out and perform contracts and agreements necessary or proper to effectuate the foregoing purposes, including, without limitation, (1) contracts and agreements between this corporation and foreign governments (or agencies or departments thereof) and public or private institutions, corporations, organizations and entities, whether domestic or foreign, having a need for special educational and training programs and related specialized programs offered or to be offered by this corporation; and (2) contracts and agreements between this corporation and other public or private educational institutions in the United States under which special educational and training programs and related specialized programs not otherwise available at the University of North Florida are to be furnished and provided for.

C. To provide financial and other support for activities related to the mission of the University of North Florida or any of its divisions or operations.

ARTICLE VII. is amended as follows:

The affairs of this corporation shall be managed by a Board of Directors, consisting of not less than seven (7) nor more than

fifteen (15) members, the exact number of which shall be set from time to time by the Board of Directors. Except as otherwise provided by the Bylaws, such Directors shall be elected at the annual meeting of the Board of Directors in the manner provided by the Bylaws.

The President of the University of North Florida shall at all times during his/her tenure as President serve as a Director and voting member of the Board of Directors. The President of the University of North Florida or his/her designee shall serve as a member of the TSI Executive Committee. The Chairman of the Board of Regents shall have the authority to appoint a representative to the Board of Directors. This appointed representative shall have full voting privileges and shall serve as a Director until a successor is appointed by the Chairman of the Board of Regents.

ARTICLE XII. is created as follows:

XII.
MISCELLANEOUS PROVISIONS

The University of North Florida President shall have the authority to monitor and to control the use of University resources as well as the University name.

Employees of the Corporation shall not be deemed employees of the State of Florida solely by virtue of such employment with the Corporation.

SECOND: The date of adoption of the amendments was July 28, 1995.

THIRD: Adoption of the Amendments

_____ The amendments were adopted by members and the number of votes cast for the amendment was sufficient for approval.

There are no members or members entitled to vote on the amendment. The amendments were adopted by the Board of Directors.

Dated this 28th day of July, 1995.

THE UNIVERSITY OF NORTH FLORIDA TRAINING
AND SERVICE INSTITUTE, INC.

BY Adam W. Herbert, Jr.
ADAM W. HERBERT, JR.
PRESIDENT, THE UNIVERSITY OF NORTH
FLORIDA TRAINING AND SERVICE INSTITUTE,
INC.