

RESOLUTION RELATING TO
AMENDMENT TO GRANT AWARD AGREEMENT
WITH
FLORIDA STATE UNIVERSITY
(Project #69)

WHEREAS, TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation (“**Triumph**”), and FLORIDA STATE UNIVERSITY (“**FSU**”) previously entered into that certain Grant Award Agreement dated March 15, 2019 (the “Agreement”); and

WHEREAS, FSU has requested that certain technical amendments be made to the Agreement (i) modifying the timing and documentation of disbursements in order to more accurately reflect the actual anticipated disbursement schedule and applicable documentation, and (ii) correcting the citations to certain statutes regarding FSU’s obligations under the Agreement regarding competitive bidding, auditing, and public records;

WHEREAS, Triumph staff and legal counsel have determined that the proposed amendments are acceptable and do not result in any material changes to the Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Agreement be amended pursuant to the First Amendment to Grant Award Agreement in the form attached hereto.

FIRST AMENDMENT TO
GRANT AWARD AGREEMENT
(FSU - Apalachicola Bay System Initiative/Project #69)

THIS FIRST AMENDMENT TO GRANT AWARD AGREEMENT (this “**Amendment**”) is made and entered into as of June _____, 2019, by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation (“**Triumph**”), and FLORIDA STATE UNIVERSITY (“**FSU**”).

WITNESSETH:

WHEREAS, Triumph and FSU are parties to that certain Grant Award Agreement dated March 15, 2019 (the “Agreement”); and

WHEREAS, FSU has requested that certain amendments be made to the Agreement, and Triumph is agreeable to making such amendments, on and subject to the terms set forth herein. All capitalized terms herein shall have the meanings set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Amendment to Section 3:** Section 3 of the Agreement is hereby amended to read in its entirety as follows:

3. Competitive Bids for the Project. FSU shall competitively solicit vendors for materials and labor for the construction portion of the Project as required by Sections 255 et seq., and 1001.106 (3) and (7) Florida Statutes, and Board of Governors Regulations 18.001; or for applicable professional services, pursuant to the Consultant’s Competitive Negotiation Act as set forth in Section 287.055, Florida Statutes, as applicable. Upon selection of the proposed vendor, FSU shall submit to Triumph for its approval, the name of the proposed vendor and all documentation relating to the evaluation of the various bids submitted. Triumph shall have fifteen (15) days from the receipt of the submitted material to notify FSU of its approval or disapproval of such proposed award. If Triumph fails to approve or disapprove of the election within such fifteen (15) day period, the award shall be deemed approved. Upon approval, FSU shall issue its intent to award to that vendor. Triumph shall have the right to review and approve all Contracts (as defined in Section 5.7 below) in accordance with Section 5.7 below.

2. **Amendment to Section 4.1(e).** Section 4.1(e) of the Agreement is hereby amended to read in its entirety as follows:

- (e) \$404,806 of the Grant shall be allocated to the salaries of the Scientific Director (0.25 FTE) and Project Manager (1.0 FTE) of ABSI in years 3, 4 and 5. From time to time, FSU will provide a summary of expenditures with documentation to accompany the Application for Disbursement of Grant (Appendix A) in accordance with section 4.2.

3. **Amendment to Section 4.1(g).** Section 4(g) of the Agreement is hereby amended to read in its entirety as follows:

- (g) \$1,303,618 of the Grant shall be allocated for the hiring of research faculty at FSUCML (all will be 1.0 FTE). Appointments at FSU extend through each fiscal year (June 30) and are automatically renewed, based on satisfactory performance, at the beginning of each fiscal year thereafter. From time to time, FSU will provide a summary of expenditures with documentation to accompany the Application for Disbursement of Grant (Appendix A) in accordance with section 4.2.

4. **Amendment to Section 4.1(h).** Section 4(h) of the Agreement is hereby amended to read in its entirety as follows:

- (h) \$792,691 of the Grant shall be allocated for the hiring of short-term staff (including graduate students) at FSUCML. Appointments for staff members will be 1.0 FTE while graduate students will be 0.5 FTE appointments with FSU-required tuition and fringe benefits. Appointments at FSU extend through each fiscal year (June 30) and may be renewed at the beginning of each fiscal year thereafter. From time to time, FSU will provide a summary of expenditures with documentation to accompany the Application for Disbursement of Grant (Appendix A) in accordance with section 4.2.

5. **Amendment to Section 4.1(i).** Section 4.1(i) of the Agreement is hereby amended to read in its entirety as follows:

- (i) \$968,297 of the Grant shall be allocated for the hiring of permanent research support personnel at FSUCML. Appointments will be at 1.0 FTE. Appointments at FSU extend through each fiscal year (June 30) and are automatically renewed at the beginning of each fiscal year thereafter. From time to time, FSU will provide a summary of expenditures with documentation to accompany the Application for Disbursement of Grant (Appendix A) in accordance with section 4.2.

6. **Amendment to Section 4.1(l).** Section 4(l) of the Agreement is hereby amended to read in its entirety as follows:

- (l) \$350,000 (year 3), \$350,000 (year 4), and \$334,743 (year 5) of the Grant shall be allocated for research and outreach operations. FSU will provide a summary of expenditures at the end of each operations year. Research and outreach activities may require the hiring of additional temporary staff beyond those requested above under short-term temporary staff at FSUCML. From time to time, FSU will provide a summary of expenditures with documentation to accompany the Application for Disbursement of Grant (Appendix A) in accordance with section 4.2.

7. **Amendment to Section 5.1.** The first sentence of Section 5.1 of the Agreement is hereby amended to read in its entirety as follows:

FSU shall commence, and complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement and all applicable laws. FSU agrees to complete the Project on or before June 30, 2024 (the “**Completion Deadline**”).

8. **Amendment to Section 5.11.** The first sentence of Section 5.11 of the Agreement is hereby amended to read in its entirety as follows:

FSU shall include or cause to be included the following indemnification in the Contracts and all other contracts with contractors, subcontractors, consultants, and subconsultants, other than the State of Florida public entities, who perform work in connection with this Agreement:

9. **Amendments to Section 7.2.** The references in Sections 7.2(a) and 7.2(b)(i) of the Agreement to “Chapter 218, Florida Statutes,” are hereby changed to “Chapter 1010, Florida Statutes,” and the reference in Section 7.2(b)(iii) of the Agreement to “Chapter 218, Florida Statutes,” is hereby changed to “Chapter 1010.33, Florida Statutes.”

10. **Amendment to Section 7.3.** Section 7.3 of the Agreement is hereby amended to read in its entirety as follows:

7.3 Public Records. The parties acknowledge that each are public entities and, as such, are obligated to comply with the provisions of Chapter 119 of the Florida Statutes applicable to this Agreement as the same may be limited or construed by other applicable law. In the event that either party receives a request for a "public record" (as such term is defined in Section 119.011 of the Florida Statutes) in connection with this Agreement, that party shall provide written notice to the other party of such request as soon as practicable after that parties receipt of such request. If either party submits records to the other party that it believes are exempt from public disclosure under Florida law, such records should be

marked accordingly by the submitting party prior to submission. In the event that the claim of exemption is challenged, the submitting party shall defend, assume and be responsible for all fees, costs and expenses in connection with such challenge. It is expressly understood and agreed that all Back-up Data (as defined in Section 8.3 below) and performance metrics under Section 8.3 below shall be deemed "public records" as allowed under Section 119 of the Florida Statutes; and that both parties are subject to the requirements of Chapter 119, Florida Statutes.

11. **No Other Amendments.** Except as expressly provided above, the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment be executed as of the day and year first above written.

FSU:

FLORIDA STATE UNIVERSITY

By: 

Print Name: Gary K. Ostrander

Title: Vice President for Research

ATTEST:

By: 

Print Name: W. Ross Ellington

Title: Associate VP for Research

TRIUMPH:

TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation

By: 

Print Name: Don Gaetz

Title: Chairman

By: 

Print Name: Stephen H. Rice

Title: Treasurer

ATTEST:

By: 

Print Name: Susan Skelton

Title: Secretary