

SUMMARY
OF
GRANT AWARD AGREEMENT
BETWEEN
TRIUMPH GULF COAST, INC.
AND
FLORIDA'S GREAT NORTHWEST, INC
(Project #98)

This summarizes the basic terms of a grant award agreement (the “**Agreement**”) that has been negotiated between the staffs of Triumph Gulf Coast, Inc. (“**Triumph**”) and Florida’s Great Northwest, Inc., a Florida not-for-profit corporation (“**Grantee**”) under the Triumph Gulf Coast Trust Fund. This summary is intended for notice purposes only and (a) does not constitute a grant, or an approval of a grant, by Triumph to Grantee, and (b) does not create any binding obligations on Triumph or Grantee with respect to (i) any grant, (ii) any approval of a grant, or (iii) engaging in any further discussions or negotiations with respect to a grant. The final terms and conditions of the grant (the “**Grant**”) will be contained in the definitive Agreement approved by the Board of Directors of Triumph and Grantee and executed by Triumph and Grantee.

GRANT AMOUNT: Four Hundred Forty Thousand and 00/100 Dollars (\$440,000.00) (the “**Grant**”).

PURPOSE: To provide partial funding to implement a research and marketing agenda targeted at diversification, enhancement, and recovery of the eight disproportionately affected counties identified in the Triumph Gulf Coast Trust Fund enabling statute (the “**Project**”). As further described in Grantee’s Application for Funds submitted to Triumph (the “**Grant Application**”), which Grant Application is incorporated herein by reference, the Project has two parts: (1) Research, Analysis, and Vendor Management (“**Research/Management**”), and (2) Marketing and Business Development (“**Marketing**”). The Research/Management portion includes the following elements: Year 1 – complete Labor Supply & Demand Analysis. Given access to Florida’s PK-20 Education Data Warehouse, initial ROI Analysis provided regarding CTE programs offered in Florida. Summary level data provided to Triumph for data-driven assessment. Year 2 –Updates to Supply and Demand Analysis (forecasts and economic conditions). If updated outcome data is available from Florida’s PK-20 Education Data Warehouse, updated data will be applied to the ROI analysis. Year 3 – Updates to Supply and Demand Analysis (forecasts and economic conditions). Given the available student outcome data (FL Education Data Warehouse), finalize ROI impact analysis and provide data

to Triumph. The Marketing portion includes the following elements: Year 1 – Photo/Video shoots completed. Begin to create marketing materials and conduct business development initiatives. Year 2 – Launch website. All materials ready for promotion. Kick off marketing outreach initiatives and continue business development efforts. Year 3 – Continue marketing and business development initiatives.

FUNDING:

As more fully shown in the Budget/Timeline attached to the Agreement (the “**Budget**”), the Grant shall be allocated as follows:

Research, Analysis, and Vendor Management:	\$220,000.00
<u>Marketing and Business Development:</u>	<u>\$220,000.00</u>
Total	\$440,000.00

Funding of the Grant shall occur and be conditional and subject to clawbacks described herein, as follows:

(1) Delivery of labor supply and demand analysis study to Triumph staff satisfaction, and Research/Management: \$30,000 will be funded following execution of the Agreement, and an additional \$30,000 will be funded after acceptance by Triumph of the completed study. Grantee’s failure to deliver the labor supply and demand analysis study by June 30, 2021 shall result in the initial \$30,000 funding being clawed back by Triumph.

(2) Completion of photo/video/marketing materials to Triumph staff satisfaction: \$50,000 will be funded following execution of the Agreement and delivery of a marketing plan, and an additional \$50,000 will be funded following confirmation by Triumph of satisfactory completion of this task. Grantee’s failure to deliver the photo/video/marketing materials by June 30, 2021, shall result in the initial \$50,000 funding being clawed back by Triumph.

(3) Completion of occupation-specific ROI analysis using DOE education data warehouse (EDW) data. This component will not be undertaken by Grantee nor reimbursed by Triumph unless DOE EDW data are available. Once it is confirmed that DOE will provide these data, \$25,000 will be funded following initiation of analysis of the DOE EDW data, and an additional \$25,000 will be funded following Triumph’s acceptance of the completed analysis. Grantee’s failure to deliver the completed analysis by June 30, 2022 shall result in the initial \$25,000 funding being clawed back by Triumph.

(4) Year 2 update of previously completed labor supply and demand analysis and ROI analysis, and Research/Management: \$31,000 will be funded following acceptance by Triumph of Grantee’s analysis plan, and an additional \$24,000 will be funded following confirmation by Triumph of

Grantee's satisfactory completion of the analyses; provided, however, that both initial and final Grant fundings shall be reduced by \$12,000 (i.e., total of \$24,000) if DOE EDW data are not available. Grantee's failure to deliver the completed analysis by June 30, 2022 shall result in the initial funding (whether \$31,000 or the reduced \$19,000) being clawed back by Triumph.

(5) Year 2 creation of additional marketing materials, and initiation of media buys: \$50,000 will be funded following acceptance by Triumph staff of Grantee's plan for development of Year 2 marketing materials, and an additional \$50,000 will be funded following confirmation by Triumph of satisfactory completion of task. Grantee's failure to deliver the Year 2 marketing materials by June 20, 2022 shall result in the initial Year 2 \$50,000 funding being clawed back by Triumph.

(6) Year 3 update of supply and demand analysis and ROI analysis using DOE EDW data and Research/Management: \$31,000 will be funded following acceptance by Triumph of Grantee's analysis plan, and an additional \$24,000 will be funded following confirmation by Triumph of Grantee's satisfactory completion of the analyses; provided, however, that both initial and final Grant fundings shall be reduced by \$12,000 (i.e., total of \$24,000) if DOE EDW data are not available. Grantee's failure to deliver the completed analyses by June 30, 2023 shall result in the initial funding (whether \$31,000 or the reduced \$19,000) being clawed back by Triumph.

(7) Year 3 \$20,000 will be funded following of delivery of Grantee's marketing & business development report. Failure to deliver a final report and maintain the website in Year 3 shall result in the \$20,000 funding being clawed back by Triumph.

As each of the above items are satisfied, Grantee shall submit to Triumph a written Request for Funding (a "**Request for Funding**") for the amounts specified. Each Request for Funding shall include information pursuant to a SmartSheet system by Grantee's authorized users, together with (A) copies of the subject reports, analyses, and other documents as Triumph shall require in order to determine that the conditions to the funding have been satisfied, (B) reports in budget categories with copies of general ledger detail for the Project account (as defined below) showing itemized expenditures for the immediately prior funding year, (C) invoices, purchase orders, or contracts from vendors providing equipment, materials, and services, (D) not less than once annually, evidence of payment and use of Matching Funds (as defined in Section 5.2 below), (E) for the funds related to Research/Management, a report detailing the hours spent by employee performing activities related to the Grant that would not have been performed but for the Grant, and (F) such other documents as Triumph shall require in order to determine that the funding is consistent with the purposes of the Grant. In no event shall the cumulative fundings made by Triumph exceed the \$440,000.00 maximum amount of the Grant.

Grantee shall notify the Triumph Program Administrator via email each time a Request for Funding is submitted. Upon Triumph's receipt of (a) notification to the Program Administrator, and (b) a Request for Funding that includes all required supporting documents, Triumph shall have forty-five (45) days from receipt to review and either approve or disapprove of a Request for Funding. If Triumph approves a Request for Funding, then it shall fund the approved amount to Grantee within thirty (30) days after approval. If Triumph disapproves a Request for Funding, Triumph shall deliver a notice of disapproval within such forty-five (45) day period that states the reasons for such disapproval. If the stated reasons for disapproval can be cured by Grantee's submittal of missing or corrective items, Grantee shall have thirty (30) days following receipt of the notice of disapproval to submit such missing or corrective items. If Triumph fails to notify Grantee of its disapproval of the Request for Funding within forty-five (45) days of receipt, such Request for Funding shall be deemed disapproved.

All amounts funded to Grantee pursuant to a Request for Funding shall be paid to Grantee as a disbursement, in which case Grantee shall then pay vendors supplying equipment, materials, or services, and/or to employees performing work, in each case consistent with the Budget; or

None of the Grant shall be used as a reimbursement of items purchased by Grantee prior to the date of the Agreement. None of the amounts paid by Grantee in connection with the invoices submitted in a Request for Funding and then funded by Triumph shall also have been or will in the future be in any manner (a) reimbursed, returned, refunded, rebated, or otherwise credited to, Grantee by any contractor, materialman, vendor, or any other person or entity, or (b) paid, reimbursed, returned, refunded, rebated, or otherwise credited to Grantee by the State of Florida, the United States, or any agency or instrumentality of any of the foregoing, whether under any grant or loan program or other method of contribution, it being expressly understood and agreed that Grantee shall not receive payments, refunds, reimbursements, rebates or credits from any sources in amounts collectively exceeding 100% of the amounts paid or owing by Grantee.

Grantee shall seek funding only for costs as shown or contemplated under the Budget. All amounts paid by Grantee with respect to the Project shall be supported by properly executed invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. Any check or order drawn by Grantee with respect to any item which is or will be chargeable against the Project account will be drawn only in accordance with a properly signed voucher then on file in the office of Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

Triumph will honor requests for funding; provided, however, that Triumph may elect by notice in writing not to make a payment if:

- (a) Grantee fails to satisfy the conditions for funding and/or there is missing or incomplete documentation;
- (b) The Request for Funding seeks funding for items other than as described above or as shown in the Budget;
- (c) The amount requested for funding under the Request for Funding, together with all amounts previously funded under the Grant, would exceed the \$440,000.00 maximum amount of the Grant; or the amount requested for funding under the Request for Funding for a particular Budget category, together with all amounts previously funded for such Budget category, would exceed the maximum amount allocated to such Budget category; or Grantee failed to use any Grant funds funded to date in the amounts and for the purposes stated in the Budget;
- (d) Grantee made a misrepresentation or omission of a material nature in the Grant Application, or any supplement or amendment to the Grant Application, or with respect to any document or data furnished with the Grant Application or pursuant to the Agreement;
- (e) There is any pending litigation with respect to the performance by Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or funding of the Grant;
- (f) Grantee has taken any action pertaining to the Project which, under the Agreement, requires the approval of Triumph, and Grantee failed to obtain such approval;
- (g) There has been a violation of Sections 9.1, 9.4, and/or 9.5 of the Agreement;
- (h) Grantee is in material violation, default, or breach of or under any provision of the Agreement;
- (i) Grantee is in breach of any material representation or warranty contained in the Agreement;
- (j) Any federal, state, or local organization or agency (including Grantee) providing financial assistance to the Project has revoked, suspended, or terminated that financial assistance to the Project, including, but not limited to, the Matching Funds;
- (k) The Matching Funds are not being used for the intended purposes and in the amounts and at the times as set forth in a schedule of expenses approved by Triumph, and/or Grantee has failed to provide Triumph with evidence of payment of the Matching Funds toward completion of the Project;

- (l) With respect to previous fundings of the Grant and payments under Contracts, Grantee has failed to pay, or has failed to provide Triumph with evidence of payment of, the Grant for the purposes of such funding. Such evidence shall include, but not be limited to, payroll ledgers, state and federal payroll returns, job descriptions, cancelled checks, wire transfer confirmations;
- (m) Prior to the Completion Deadline (as defined in the Agreement), Grantee has abandoned or discontinued the Project, or for any reason the commencement, prosecution, or timely completion of the Project by Grantee is rendered improbable, infeasible, impossible, or illegal;
- (n) All or any portion of the requested funding includes funding for items that are outside the scope of the Project that is contemplated under the Budget;
- (o) One or more of the Contracts previously approved or deemed approved by Triumph have been modified, amended, or terminated, or have been subject to a change order, without the prior written consent or deemed approval of Triumph; provided, however, that any change order under \$5,000 shall not be subject to approval under the Agreement;
- (p) Intentionally Omitted.
- (q) Without the prior approval of Triumph, the total Project cost as set forth in the Budget, the overall Budget, and/or a particular Budget category, has been increased or decreased by more than 5%; and/or Grantee's share of the Matching Funds has decreased by more than 5%;
- (r) Completion of the Project is not on schedule for completion by the Completion Deadline;
- (s) Grantee has failed to maintain in full force and effect all insurance required under the Agreement;
- (t) Grantee is not in compliance with all applicable environmental laws and regulations in accordance with the Agreement;
- (u) Intentionally Omitted; and/or
- (v) Grantee is not in compliance with the equal employment opportunity and other labor provisions as required by the Agreement.

ELIGIBLE COSTS/
DOCUMENTATION:

The total cost of the Project is \$910,000.00, of which (i) Grantee shall pay \$470,000.00 as shown in the Budget (the “**Matching Funds**”), and (ii) \$440,000.00 shall be provided by the Grant. The total estimated cost of the Project is based upon the Budget. Grantee shall monitor the Budget and submit an amended Budget to Triumph in the event that (a) the total cost of the Project increases or decreases by greater than five percent (5%), (b) total the Budget increases or decreases by greater than five percent (5%), (c) the Budget increases or decreases by greater than five percent (5%) within a particular Budget category, and/or (d) Grantee’s portion of the Matching funds decreases by greater than five percent (5%). If Grantee proposes an increase or decrease by greater than five percent (5%) as described above as compared to the most recently approved Budget, such proposal shall be submitted to Triumph in writing along with a proposed amended Budget, and Triumph shall have the right to approve or disapprove both the proposed Budget category increase or decrease and the proposed amended Budget. Triumph shall have fifteen (15) days from the receipt of a proposed amended Budget to notify Grantee of its approval or disapproval. If Triumph fails to approve or disapprove the proposed Budget category increase or decrease and/or the proposed amended Budget within such fifteen (15) day period, the proposed Budget category increase or decrease and/or the amended Budget, as applicable, shall be deemed approved as submitted. If Grantee fails to obtain Triumph's approval or deemed approval, that failure shall be sufficient cause for nonpayment by Triumph as provided in item(f) above. Using the Grant, its own funds, and funds from other grants (including, but not limited to, the Matching Funds), Grantee agrees to bear the entire cost and expense of the Project, including but not limited to, all costs and all expenses in excess of the total estimated cost of the Project, it being expressly understood and agreed that the Grant shall operate only to pay, on and subject to the terms and conditions set forth herein, a portion of the costs and expenses of the Project. Furthermore, Grantee agrees to spend all of the Matching Funds as contemplated in the Grant Application, and agrees that its failure to do so shall be deemed a material breach of the Agreement

MAINTENANCE OF RECORDS:

Grantee shall submit to Triumph such data, reports, records, contracts and other documents relating to the Project as Triumph may require at any time and from time to time. In addition, Grantee shall on an annual basis on or before October 31 of each year submit to Triumph an activity report which outlines the progress of the Project, costs incurred to date, the progress of satisfaction of the Performance Metrics set forth in Section 8.3 below, and Grantee’s most recent audited financial statements. In connection with its inspection of the Project, Grantee shall make available to Triumph copies of any and all invoices, contracts, and other documentation relating to the Project. Triumph shall have the right, at any time and from time to time

upon reasonable notice to Grantee, to access the Project and inspect any work being performed or as completed.

Grantee shall establish separate accounts to be maintained within its existing accounting system or establish independent accounts with respect to the Project, including, but not limited to, if applicable, payroll ledgers, state and federal payroll returns, and job descriptions, with respect to personnel used in connection with the Matching Funds, and class enrollment and attendance records. Such accounts are referred to herein collectively as the “**Project account.**” Records of costs incurred under terms of the Agreement shall be maintained in the Project account and made available upon request to Triumph at all times during the period of the Agreement and for eight (8) years after final payment of the Grant is made. Copies of these documents and records shall be made available to Triumph upon request. Records of costs incurred include Grantee's general accounting records and the Project records, together with supporting documents and records, of Grantee and all consultants performing work on the Project and all other records of Grantee and consultants considered necessary by Triumph for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the eight (8) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

AUDITS: The Grant shall be subject to audits and/or monitoring by Triumph and applicable public records laws.

TERMINATION
OR SUSPENSION
OF PROJECT:

If Grantee abandons, suspends, or discontinues the Project, or fails to complete the Project by the Completion Deadline set forth in Section 5.1 above (subject to *force majeure* events), or for any other reason, the commencement, prosecution, or timely completion of the Project by Grantee is rendered improbable, infeasible, impossible, or illegal, Triumph shall have the right, by written notice to Grantee, to (i) suspend any further fundings of the Grant and/or any or all of Triumph's other obligations under the Agreement until such time as the event or condition resulting in such abandonment, suspension, or discontinuation has ceased or been corrected, and/or (ii) revoke and terminate the Grant. If Triumph issues a final termination or revocation notice resulting from Grantee's default, abandonment, or discontinuance of the Project, then Grantee shall upon written demand by Triumph repay to Triumph all portions of the Grant theretofore funded to and received by Grantee.

APPROVAL OF
CONTRACTS:

Triumph shall have the right to review and approve any and all proposed Contracts in connection with the Project and any proposed amendments or change orders to previously approved Contracts in excess of \$5,000 before Grantee executes or obligates itself in any manner. Triumph shall have fifteen (15) days from receipt of a proposed Contract, amendment, or change order to notify Grantee of its approval or disapproval of such Contract, amendment, or change order. If Triumph fails to approve or disapprove of a Contract, amendment, or change order within such fifteen (15) day period, the subject Contract, amendment, or change order shall be deemed approved. Triumph also reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of same.

COMPLIANCE
WITH LAWS:

Grantee shall also comply with all applicable laws regarding third party contracts, labor laws, and civil rights laws. The Agreement also has prohibitions on conflicts of interest.

CLAWBACK:

Any Grant funds disbursed by Triumph to Grantee shall be subject in being repaid (“clawed back”) in the event (i) Grantee abandons, suspends or discontinues the Project, or fails to complete the Project by Completion Deadline, and/or (ii) Grantee made any materially false certification or representation to Triumph in connection with its application for the Grant, under the Agreement, and/or in connection with any request for reimbursement, and/or (iii) Grantee breaches any obligation under the Agreement, and/or (iv) Grantee fails to timely deliver any of the items described in (1) – (7) above (the “**Performance Metrics**”), Grantee shall upon written demand by Triumph repay to Triumph that portion of the Grant required to be repaid under the applicable provision(s) of (1)-(7).

Triumph shall have the discretion to waive, reduce, extend, or defer any clawback amounts due if it determines in its sole and absolute discretion that (i) a breach of a representation and warranty herein or in the Grant Application, or a breach, violation, or default of or under any other provision of the Agreement, was not material in nature, (ii) based on quantitative evidence, the Performance Metrics were not achieved due to negative economic conditions beyond Grantee’s reasonable control, (iii) Grantee made a good faith effort to achieve full performance of at least one of the Performance Metrics and its failure to do so does not substantially frustrate the general purpose of the Grant, and/or (iv) based on quantitative evidence, the effects of a named hurricane or tropical storm, or specific acts of terrorism, adversely affected Grantee’s ability to achieve at least one of the Performance Metrics.

OTHER TERMS
AND
CONDITIONS:

This is a summary only. The Agreement contains such other covenants, representations and warranties, and other terms and conditions as agreed to by Triumph and Grantee.