

SUMMARY
OF
FIRST AMENDMENT TO
GRANT AWARD AGREEMENT
BETWEEN
TRIUMPH GULF COAST, INC.
AND
NORTHWEST FLORIDA STATE COLLEGE (Project #187)

This summarizes the basic terms of a First Amendment to Grant Award Agreement (the “**Amendment**”) that has been negotiated between the staffs of Triumph Gulf Coast, Inc. (“**Triumph**”) and Northwest Florida State College (“**NWFSC**”) under the Triumph Gulf Coast Trust Fund with respect to that certain Grant Award Agreement dated August 16, 2019, between NWFSC and Triumph (the “**Agreement**”). This summary is intended for notice purposes only and does not create any binding obligations on Triumph or NWFSC with respect to (i) any amendments to the Agreement, or (ii) engaging in any further discussions or negotiations with respect to any amendments to the Agreement. The final terms and conditions of any amendment will be contained in the definitive Amendment approved by the Board of Directors of Triumph and NWFSC and executed by Triumph and NWFSC.

AMENDMENTS TO
BUDGET CATEGORIES
AND FUNDING
PROCEDURES:

The total amount of the Grant is not changing; however, the allocation of Grant funds among the various budget categories is changing. Also, the Grant funding procedures are being amended to include a reference to Triumph’s SmartSheet system and to incorporate Triumph’s updated form of Request for Funding. Accordingly, Section 4 of the Agreement is being deleted and replaced in its entirety with the following:

“4. Funding of Grant:

4.1 **Funding.** As more fully shown in the Budget (as defined in Section 5.2 below), the Grant shall be allocated as follows:

- a) \$342,496 of the Grant funds shall be allocated for instructor salaries and fringe benefits, to be funded in the amounts and at the times as set forth in the Budget;

b) \$109,297 of the Grant funds shall be allocated for equipment, to be funded in the amounts and at the times as set forth in the Budget

c) \$1,911,923 of the Grant funds shall be allocated for construction, to be funded in the amounts and at the times as set forth in the Budget; and

d) \$400,000 of the Grant funds shall be allocated for renovation of existing buildings, to be funded in the amounts and at the times as set forth in the Budget.

4.2 Conditions to Funding of the Grant. Not more than once per calendar month, NWFSC shall submit to Triumph a separate Request for Funding in the form of Exhibit “A” attached hereto and incorporated herein (a “**Request for Funding**”) for each Budget category in accordance with the Budget and shall submit information pursuant to a SmartSheet system by NWFSC’s authorized users listed in **Exhibit “C”** attached hereto and incorporated herein. Each Request for Funding shall include (A) reports in budget categories with copies of general ledger detail for the Project account (as defined below) showing itemized expenditures, (B) invoices from architects, engineers, contractors, materialmen, and other vendors performing the construction; (C) invoices, purchase orders, or contracts from vendors providing equipment, materials, and services; (D) payroll ledgers, state and federal payroll returns, and other employment data, (E) documentation evidencing the completion of the work that is the subject of the requested funding, (F) to the extent that any portion of the current funding request is for reimbursement of amounts already paid by NWFSC, copies of cancelled checks evidencing that NWFSC paid vendors, (G) evidence of payment and use of Matching Funds (as defined in Section 5.2 below), and (H) such other documents as Triumph shall require in order to determine that the funding is consistent with the purposes of the Grant. NWFSC shall notify the Triumph Program Administrator via email each time a Request for Funding is submitted. Each Request for Funding shall aggregate not less than \$50,000 of eligible funding items. 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 NWFSC 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 NWFSC’s submittal of missing or corrective items, NWFSC shall have thirty (30) days following receipt of the notice of disapproval to submit such missing or corrective items. If Triumph fails to notify NWFSC 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 NWFSC pursuant to a Request for Funding shall be (check as applicable):

_____ paid to NWFSC as a disbursement, in which case NWFSC shall then pay vendors supplying equipment, materials, or services, and/or to employees performing work, in each case consistent with the Budget; or

 X paid to NWFSC as a reimbursement of amounts NWFSC has already paid to vendors supplying equipment, materials, or services, and/or to employees performing work, in each case consistent with the Budget, in which case the Grant funds shall be retained by NWFSC.

None of the Grant shall be used as a reimbursement of items purchased by NWFSC prior to the date of this Agreement. None of the amounts paid by NWFSC 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, NWFSC by any contractor, materialman, vendor, or any other person or entity, or (b) paid, reimbursed, returned, refunded, rebated, or otherwise credited to NWFSC 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 NWFSC shall not receive payments, refunds, reimbursements, rebates or credits from any sources in amounts collectively exceeding 100% of the amounts paid or owing by NWFSC.

NWFSC shall seek funding only for costs as shown or contemplated under the Budget. All amounts paid by NWFSC 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 NWFSC 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 NWFSC 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.

Notwithstanding the foregoing, Triumph shall not be obligated to make the final disbursement of the Grant until NWFSC provides satisfactory evidence that NWFSC has properly and fully expended all Matching Funds.

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

- (a) 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 \$2,763,716.00 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 NWFSC failed to use any Grant funds funded to date in the amounts and for the purposes stated in the Budget;

(d) NWFSC 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 this Agreement;

(e) There is any pending litigation with respect to the performance by NWFSC of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or funding of the Grant;

(f) NWFSC has taken any action pertaining to the Project which, under this Agreement, requires the approval of Triumph, and NWFSC failed to obtain such approval;

(g) There has been a violation of Sections 9.1, 9.4, and/or 9.5 of this Agreement;

(h) NWFSC is in material violation, default, or breach of or under any provision of this Agreement;

(i) NWFSC is in breach of any material representation or warranty contained in this Agreement;

(j) Any federal, state, or local organization or agency (including NWFSC) 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 NWFSC 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, NWFSC 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 Section 5.1 below), NWFSC has abandoned or discontinued the Project, or for any reason the commencement, prosecution, or timely completion of the Project by NWFSC 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 this Agreement;

(p) NWFSC shall have annually failed to make reasonable good faith efforts to obtain Business Donations in accordance with Section 5.12 below, and/or shall have failed to provide Triumph with satisfactory evidence of such efforts. Such evidence shall include a spreadsheet listing the Business Donations, the donors, and NWFSC's determination of the fair market value of the Business Donations, together with the latest sample form of letter or other communication requesting such Business Donation;

(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 NWFSC'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) NWFSC has failed to maintain in full force and effect all insurance required under Sections 5.4 and 5.10 below;

(t) NWFSC is not in compliance with all applicable environmental laws and regulations in accordance with Section 5.5 below;

(u) NWFSC is not in compliance with the competitive bidding requirements set forth in Section 3 above; and/or

(v) NWFSC is not in compliance with the equal employment opportunity and other labor provisions as required by Section 9.3 below.”

AMENDMENTS TO EXHIBITS:

The form of Application for Disbursement attached to the Agreement as Exhibit “A” is being deleted and replaced with the form of Request for Funding attached hereto as Exhibit “A”, and all references in the Agreement to an Application for Disbursement shall hereafter mean and refer to a Request for Funding. The Budget attached to the Agreement as Exhibit “B” is being deleted and replaced with the form of Budget/Timeline attached hereto as Exhibit “B”, and all references in the Agreement to the Budget shall hereafter mean and refer to the Budget attached hereto. The

SmartSheet authorized users referenced in Section 4.2 of the Agreement are listed in **Exhibit “C”** attached hereto, which Exhibit “C” shall be deemed added to and incorporated into the Agreement as Exhibit “C” thereto.

OTHER TERMS
AND
CONDITIONS:

This is a summary only. The Amendment terms and conditions as agreed to by Triumph and NWFSC.

EXHIBIT "A"

Form of

Request for Funding of Grant

(Northwest Florida State College/Project #187)

Budget Category: _____

Funding Request #: _____

Pursuant to Section 4.1 of that certain Grant Award Agreement dated August 16, 2019, as amended to date (the "Agreement"), by and between Northwest Florida State College ("NWFSC") and Triumph Gulf Coast, Inc., a Florida not-for-profit corporation ("Triumph"), NWFSC hereby requests a funding from the Grant (as defined in the Agreement) as follows (all capitalized terms herein shall have the same meanings ascribed to them as set forth in the Agreement):

1. Invoices/Purchase Orders/Contracts/Salary to NWFSC (List all that are the subject of this Request):

Materialman/Vendor/NWFSC	Amount of Invoice
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total:	\$ _____

2. Amount of Grant Funding Requested Hereby:

\$ _____.

3. (a) Amounts of Grant Previously Funded Under the Agreement: \$ _____

(b) Amounts of Funding Requested in Item 2 above: \$ _____

(c) Cumulative Amounts Funded from Grant if this request is approved (add (a) and (b) above): \$ _____

(d) 50% of Fair Market Value of Business Donations (as defined in Section 5.12 of the Agreement) received since the last Application for Disbursement: \$ _____

(e) Cumulative 50% of Fair Market Value of Business Donations received to date, including (d) above: \$ _____

(e) Remaining Amount of Grant to be Disbursed \$2,763,716.00 minus the amounts in (c) and (e) above: \$ _____

4. Attached hereto are (1) true, correct, and complete copies of the invoices referenced in Item 1 above, (2) photographs and/or reports evidencing the completion of the work that is the subject of the invoices referenced in Item 1 above, (3) evidence of use of Matching Funds for their intended purpose, and (4) Project account documentation under Section 7.1 of the Agreement.

5. None of the amounts paid by NWFSC in connection with the invoices described in Item 1 above for which funding is requested hereunder shall also have been or will in the future be in any manner (a) reimbursed, returned, refunded, rebated, or otherwise credited to, NWFSC by any contractor, materialman, vendor, or any other person or entity, or (b) paid, reimbursed, returned, refunded, rebated, or otherwise credited to NWFSC 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.

6. None of the Contracts under which amounts paid by NWFSC in connection with the invoices described in Item 1 above have heretofore been modified, amended, or terminated, except as otherwise approved by Triumph.

7. NWFSC hereby certifies, represents, and warrants to Triumph that the following statements are true and correct:

(a) Attached to this Request for Funding is all requested documentation required under Section 4.2 of the Agreement;

(b) This Request for Funding does not seek funding for items other than for the Budget category shown above;

(c) The amount requested, together with all amounts previously funded under the Grant, does not exceed the \$2,217,965.00 maximum amount of the Grant; the amount requested for the above-shown Budget category, together with all amounts previously funded for such budget category, does not exceed the maximum amount allocated to such Budget

category; and NWFSC has used all Grant funds released to date in the amounts and for the purposes stated in the Budget;

(d) NWFSC made no 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 no pending litigation with respect to the performance by NWFSC of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or funding of the Grant;

(f) NWFSC has not taken any action pertaining to the Project which, under the Agreement, requires the approval of Triumph, and NWFSC failed to obtain such approval;

(g) There has been no violation of the anti-lobbying/gift or prohibited interest provisions of Sections 9.1, 9.4, or 9.5 of the Agreement;

(h) NWFSC is not in material violation, default, or breach of or under any provision of the Agreement;

(i) All representations and warranties contained in the Agreement are accurate as of the date hereof;

(j) NWFSC is not in breach of any representation or warranty contained in the Agreement;

(k) No federal, state, or local agency (including NWFSC) 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;

(l) With respect to previous fundings of the Grant and payments under Contracts, NWFSC has paid, and has provided Triumph with evidence of payment of, the Matching Funds toward completion of the Project;

(m) NWFSC has not abandoned or discontinued the Project, nor has the commencement, prosecution, or timely completion of the Project by NWFSC been rendered improbable, infeasible, impossible, or illegal;

(n) No portion of the requested funding includes funding for items that are outside the scope of the Project that is contemplated under the Budget;

(o) None of the Contracts 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) NWFSC has made reasonable good faith efforts to obtain Business Community Involvement in accordance with Section 5.12 of the Agreement and has provided Triumph with satisfactory evidence of such efforts;

(q) The Budget has not been amended or increased or decreased by more than 5%;

(r) Completion of the Project is on schedule for completion by the Completion Deadline;

(s) NWFSC maintains in full force and effect all insurance required under Section 5.4 of the Agreement;

(t) NWFSC is in compliance with all applicable environmental laws and regulations in accordance with Section 5.5 of the Agreement;

(u) NWFSC is in compliance with the competitive bidding requirements set forth in Section 3 of the Agreement; and

(v) NWFSC is in compliance with the equal employment opportunity and other labor provisions as required by Section 9.3 of the Agreement.

The undersigned, in his capacity as _____ of NWFSC, hereby certifies to Triumph that the above statements are true and correct. The undersigned also agrees to provide Triumph with such other documents as Triumph shall require in order to determine that the requested funding is consistent with the purposes of the Grant

Date: _____

Print Name: _____

EXHIBIT “B”

Project Budget/Timeline

(See attached)

Budget

Project account

Exhibit A

Project #, name

#187, Walton Works Training Center of Excellence

Budget

Estimated construction start date if applicable

Estimated education component start date if applicable

	Personnel & Fringe	Equipment	Construction	Renovation	Total
Please change year # to actual year					
Project Total					
Calendar Year 1	84,449	1,100,000	1,961,407	400,000	3,545,856
Calendar Year 2	404,822	336,049	0	0	740,871
Calendar Year 3	414,633	173,248	0	0	587,881
Calendar Year 4	424,707	0	0	0	424,707
Calendar Year 5	435,052	0	0	0	435,052
Calendar Year 6	0	0	0	0	0
Calendar Year 7	0	0	0	0	0
Calendar Year 8	0	0	0	0	0
Calendar Year 9	0	0	0	0	0
Calendar Year 10	0	0	0	0	0
Calendar Year 11	0	0	0	0	0
Project Total	1,763,663	1,609,297	1,961,407	400,000	5,734,367

Triumph

Calendar Year 1	76,004	109,297	1,911,923	400,000	2,497,224
Calendar Year 2	157,881	0	0	0	157,881
Calendar Year 3	74,634	0	0	0	74,634
Calendar Year 4	33,977	0	0	0	33,977
Calendar Year 5	0	0	0	0	0
Calendar Year 6	0	0	0	0	0
Calendar Year 7	0	0	0	0	0
Calendar Year 8	0	0	0	0	0
Calendar Year 9	0	0	0	0	0
Calendar Year 10	0	0	0	0	0
Calendar Year 11	0	0	0	0	0
Triumph Total	342,496	109,297	1,911,923	400,000	2,763,716

Grantee (NWESC)

Calendar Year 1	8,445	0	49,484	0	57,929
Calendar Year 2	246,941	0	0	0	246,941
Calendar Year 3	339,999	0	0	0	339,999
Calendar Year 4	390,730	0	0	0	390,730
Calendar Year 5	435,052	0	0	0	435,052
Calendar Year 6	0	0	0	0	0
Calendar Year 7	0	0	0	0	0
Calendar Year 8	0	0	0	0	0
Calendar Year 9	0	0	0	0	0
Calendar Year 10	0	0	0	0	0
Calendar Year 11	0	0	0	0	0
Grantee Total	1,421,167	0	49,484	0	1,470,651

Match Source (Walton, Restore Funds)

Calendar Year 1	0	990,703	0	0	990,703
Calendar Year 2	0	336,049	0	0	336,049
Calendar Year 3	0	173,248	0	0	173,248
Calendar Year 4	0	0	0	0	0
Calendar Year 5	0	0	0	0	0
Calendar Year 6	0	0	0	0	0
Calendar Year 7	0	0	0	0	0
Calendar Year 8	0	0	0	0	0
Calendar Year 9	0	0	0	0	0
Calendar Year 10	0	0	0	0	0

Continuation of Form 2796

Calendar Year 11

Match Source 1 Total

					0
	0	1,500,000	0	0	1,500,000

Match Source 2

Calendar Year 1

Calendar Year 2

Calendar Year 3

Calendar Year 4

Calendar Year 5

Calendar Year 6

Calendar Year 7

Calendar Year 8

Calendar Year 9

Calendar Year 10

Calendar Year 11

Match Source 2 Total

					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
	0	0	0	0	0

EXHIBIT “C”

SmartSheet Authorized Users

Date _____

Name	Title	Email address	User Type (check one)*
1.			<input type="checkbox"/> View Only <input type="checkbox"/> Edit
2.			<input type="checkbox"/> View Only <input type="checkbox"/> Edit

Future changes to Authorized Users of SmartSheet (additions and deletions) must be delivered via a revised Exhibit “C” uploaded to SmartSheet and via email to the Program Administrator.

*User Types:

View Only – users with view only rights will be able to click and read all attachments and notes but will not be able to comment, upload or edit documents.

Edit - users with Edit rights will be able to upload documents and make notes/comment in the sheet.

PLEASE NOTE: IN ALL CASES WHERE TRIUMPH IS REQUIRED OR HAS THE RIGHT TO REVIEW, APPROVE, TAKE ACTION, OR RECEIVE REQUESTS FOR FUNDING AND OTHER NOTICES, ALL OF NWFSC’S SUCH REQUESTS FOR REVIEW, APPROVAL, ACTION, REQUESTS FOR FUNDING, AND OTHER NOTICES TO TRIUMPH MUST ALSO BE DELIVERED VIA EMAIL TO THE TRIUMPH PROGRAM ADMINISTRATOR. NO TIME PERIODS OR OTHER DEADLINES APPLICABLE TO TRIUMPH SHALL COMMENCE UNLESS AND UNTIL THE TRIUMPH PROGRAM ADMINISTRATOR RECEIVES SUCH EMAIL AND CONFIRMS THE COMPLETENESS OF THE REQUEST. ONCE THE TRIUMPH PROGRAM ADMINISTRATOR HAS CONFIRMED THE COMPLETENESS OF THE REQUEST, ANY TIME PERIODS OR OTHER DEADLINES SHALL BE DEEMED TO HAVE COMMENCED AS OF THE DATE THAT NWFSC FIRST SUBMITTED THE FULLY COMPLETE REQUEST.