

FIRST AMENDMENT TO
GRANT AWARD AGREEMENT
(University of West Florida/Healthcare Programs Expansion/Project #293)

THIS FIRST AMENDMENT TO GRANT AWARD AGREEMENT (this “**Amendment**”) is made and entered into as of the date set forth on the signature page below (the “**Effective Date**”), by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation (“**Triumph**”), and UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES (“**Grantee**”).

WITNESSETH:

WHEREAS, Triumph and Grantee are parties to that certain Grant Award Agreement dated October 2, 2023 (the “**Agreement**”). All capitalized terms herein shall have the meanings set forth in the Agreement; and

WHEREAS, Grantee has requested that certain amendments be made to the Agreement; and

WHEREAS, Triumph is agreeable to certain amendments to the Agreement as described herein.

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 5.1.** The definition of “Completion Deadline” as set forth in Section 5.1 of the Agreement is hereby changed to “December 31, 2034.”

2. **Amendment to Section 7.2(b)(i).** Section 7.2(b)(i) of the Agreement is hereby deleted and replaced in its entirety with the following:

“(i) Chapter 218, Florida Statutes; applicable rules of the Department of Financial Services (DFS); and applicable of the Rules of the Auditor General. Regardless if Section 10.550 Rules of the Auditor General are applicable or not, Grantee shall provide as part of its Audit for any fiscal year in which funds related to the Deepwater Horizon oil spill are received or expended, a report that includes an opinion (or disclaimer of opinion) as to whether the schedule of receipts and expenditures of such funds is presented fairly in all material respects in relation to the financial statements taken as a whole. The report shall be prepared in accordance with AICPA Professional Standards, AU-C Section 725, promulgated by the American Institute of Certified Public Accountants.”

3. **Amendment to Budget.** The Budget attached as Exhibit “A” to the Agreement is hereby deleted and replaced with the Budget attached hereto as Exhibit “B” and incorporated herein. All references to the Budget in the Agreement shall hereafter mean and refer to the Budget attached hereto as Exhibit “B.”

4. **Amendment to Request for Funding Form.** The Request for Funding form attached as Exhibit “B” to the Agreement is hereby deleted and replaced with the Request for Funding form attached hereto as Exhibit “A” and incorporated herein. All references to the Request for Funding form in the Agreement shall hereafter mean and refer to the Request for Funding form attached hereto as Exhibit “A.”

5. **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 _____, 2024 (the “**Effective Date**”).

GRANTEE:

UNIVERSITY OF WEST FLORIDA
BOARD OF TRUSTEES

By: _____
Print Name: _____
Title: _____

ATTEST:

By: _____
Print Name: _____
Title: _____

TRIUMPH:

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

By: _____
Print Name: _____
Title: Chairman

By: _____
Print Name: _____
Title: Treasurer

ATTEST:

By: _____
Print Name: _____
Title: Secretary

EXHIBIT “A”
FORM OF REQUEST FOR FUNDING OF GRANT
[see attached]

EXHIBIT "A"

Form of

Request for Funding of Grant

(University of West Florida/Healthcare Programs Expansion/Project #293)

Budget Category: _____
Funding Request #: _____

Pursuant to Section 4.2 of that certain Grant Award Agreement dated _____, 2023 (the "Agreement"), by and between University of West Florida Board of Trustees ("Grantee") and Triumph Gulf Coast, Inc., a Florida not-for-profit corporation ("Triumph"), Grantee 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. Amount of Grant Funding Requested Hereby for this Category: \$ _____

2. (a) Grant Amount for this Category (Budget Amount): \$ _____
(b) Less Amounts Previously Received in this Category: \$ _____
(c) Less This Requested Amount (Note: the amount requested here MUST match the amount on the Expense Itemization Sheet) \$ _____
(d) Remaining Funds of Category to be Awarded: \$ _____

3. Attached hereto are (1) a true, correct, and complete Expense Itemization Sheet, together with true, correct, and complete copies of the receipts, invoices and other supporting

documentation referenced therein, (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.

4. None of the amounts paid by Grantee in connection with the receipts, invoices and other supporting documentation referenced in the Expense Itemization Sheet 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, 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.
5. None of the contracts under which amounts paid by Grantee in connection with the receipts, invoices and other supporting documentation referenced in the Expense Itemization Sheet have heretofore been modified, amended, or terminated, except as otherwise approved by Triumph.
6. Grantee 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 and does not seek funding for more than amounts actually invoiced by contractors, materialmen, or other vendors under any contracts;

(c) The amount requested, together with all amounts previously funded under the Grant, does not exceed the \$6,685,757 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 Grantee has used all Grant funds released to date in the amounts and for the purposes stated in the Budget;

(d) Grantee 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 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 not 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 no violation of the anti-lobbying/gift or prohibited interest provisions of Sections 9.1, 9.4, or 9.5 of the Agreement;

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

(i) Grantee is not in breach of any representation or warranty contained in the Agreement;

(j) No federal, state, or local agency, or other party 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) All Matching Funds required to be secured as of the date hereof have been secured and have been used for the intended purposes and in the amounts and at the times as set forth in the Budget, and/or Grantee has provided Triumph with evidence that such Matching Funds have been timely secured and used toward completion of the Project;

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

(m) Grantee has not abandoned or discontinued the Project, nor has the commencement, prosecution, or timely completion of the Project by Grantee been rendered improbable, infeasible, impossible, or illegal, and Grantee has made substantial progress toward student attainment of achieving not less than 1,125 Certificates;

(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 subject to a change order without the prior written consent or deemed approval of Triumph; provided, however, that any change order under \$65,000 shall not be subject to approval under the Agreement

(p) Intentionally omitted;

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

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

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

(v) Grantee 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/her capacity as _____ of Grantee, 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”

BUDGET

[see attached]

Exhibit B

Project # 293 UWF Nursing

Budget

Estimated construction start date if applicable

Estimated education component start date if applicable

	Renovations	Equipment, Software, Service Agreements, Mats/Supplies, Student Credentials	Personnel and Consultants	Total
Project Total				
Calendar Year 2023				-
Calendar Year 2024	184,000.00	570,000.00	1,831,402.00	2,585,402.00
Calendar Year 2025	1,223,000.00	1,481,000.00	1,951,402.00	4,655,402.00
Calendar Year 2026	-	270,000.00	1,981,055.00	2,251,055.00
Calendar Year 2027	-	90,000.00	2,203,428.00	2,293,428.00
Calendar Year 2028	-	90,000.00	2,203,428.00	2,293,428.00
Calendar Year 2029	-	90,000.00	2,203,428.00	2,293,428.00
Calendar Year 2030	-	90,000.00	782,026.00	872,026.00
Calendar Year 2031	-	-	-	-
Calendar Year 2032	-	-	-	-
Calendar Year 2033	-	-	-	-
Calendar Year 2034	-	-	-	-
Project Total	1,407,000.00	2,681,000.00	13,156,169.00	17,244,169.00
Triumph				
Calendar Year 2023				-
Calendar Year 2024	184,000	570,000	120,000	874,000.00
Calendar Year 2025	1,223,000	1,481,000	240,000	2,944,000.00
Calendar Year 2026		270,000	269,653	539,653.00
Calendar Year 2027		90,000	492,026	582,026.00
Calendar Year 2028		90,000	492,026	582,026.00
Calendar Year 2029		90,000	492,026	582,026.00
Calendar Year 2030		90,000	492,026	582,026.00
Calendar Year 2031				-
Calendar Year 2032				-
Calendar Year 2033				-
Calendar Year 2034				-
Triumph Total	1,407,000.00	2,681,000.00	2,597,757.00	6,685,757.00
Grantee				
Calendar Year 2023				-
Calendar Year 2024			1,711,402.00	1,711,402.00
Calendar Year 2025			1,711,402.00	1,711,402.00
Calendar Year 2026			1,711,402.00	1,711,402.00
Calendar Year 2027			1,711,402.00	1,711,402.00
Calendar Year 2028			1,711,402.00	1,711,402.00
Calendar Year 2029			1,711,402.00	1,711,402.00
Calendar Year 2030			290,000.00	290,000.00
Calendar Year 2031				-
Calendar Year 2032				-
Calendar Year 2033				-
Calendar Year 2034				-
Grantee Total	-	-	10,558,412.00	10,558,412.00