

FIRST AMENDMENT TO
GRANT AWARD AGREEMENT
(The School Board of Okaloosa County, Florida/Health Academy of Northwest Florida/Project
#271)

THIS FIRST AMENDMENT TO GRANT AWARD AGREEMENT (this “**Amendment**”) is made and entered into as of the Effective Date (as defined below), by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation (“**Triumph**”), and THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA (“**Grantee**”).

WITNESSETH:

WHEREAS, Triumph and Grantee are parties to that certain Grant Award Agreement dated November 3, 2022, (the “**Agreement**”). All capitalized terms herein shall have the meanings set forth in the Agreement; and

WHEREAS, both Grantee and Triumph have requested that certain amendments be made to the Agreement; and

WHEREAS, both parties are agreeable to certain amendments to the Agreement as described herein.

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

1. **Amendment to Budget.** The Budget attached as Exhibit “B” 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.”

2. **General Allocation of Grant in Budget Categories.** The Grant shall be amended to realign budget categories, including modifying existing budget categories; to move the previous “Okaloosa County Sheriff’s Dept.” School Research Officer’s obligation to Grantee’s Match; to adjust the Match contribution from Fort Walton Beach Medical Center; and to add the Grantee’s construction expenses, all as specifically allocated and shown more fully in the Budget attached as Exhibit B.

3. **Creation of Section 4.3.** Section 4.3 is created as follows:

“**4.3** Grantee shall submit a Request for Funding and satisfactory evidence of the expenditures of Matching Funds no less frequently than once during each twelve (12) month period ending on October 31, unless the Budget did not require that any Grant funds or Matching Funds be spent during such period. If no Grant funds are expended or requested for a twelve (12) month period ending on October 31, Grantee shall provide a written explanation or update of such circumstance in the Grantee’s annual report submitted

pursuant to Section 5.3 below. Invoices, proof of payment, payroll records, or other evidences of expenditures may not be submitted if they are older than eighteen (18) months. Any invoices, proof of payment, payroll records, or expenditures that are older than eighteen (18) months may not be reimbursed with Grant funds or counted as Matching Funds, except for any pre-award Matching Funds described in this Agreement and/or in the Budget. The final Request for Funding and satisfactory evidence of the expenditure of all Matching Funds shall be submitted by Grantee no later than one hundred eighty (180) days following the Completion Deadline.”

4. **Ownership of Improvements.** A section 5.12 is hereby created in the Agreement as follows:

“5.12 **Ownership of Improvements.** Grantee acknowledges and agrees that all improvements purchased with Grant funds shall be owned by the Grantee.”

5. **Amendment to Section 7.2.** Section 7.2, subparagraph (b)(i) is hereby amended to read in its entirety as follows:

“(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;”

6. **Amendment to Section 8.4.** Section 8.4 of the Agreement is hereby amended to substitute a thirty (30) day obligation for the current ninety day (90) obligation to repay Triumph in accordance with Section 8.4 upon the occurrence of any events described in Section 8.1 or 8.2 of the Agreement, or in the event the Grantee fails to timely achieve the Performance Metrics described in Section 8.3(a) of the Agreement.

7. **Electronic Signatures.** A section 10.16 is hereby created in the Agreement as follows:

“10.16 **Electronic Signatures.** The execution of this Agreement, any amendments or modifications hereto, and any document delivered in connection herewith, may be made by facsimile or electronic transmission. Receipt of the electronic or facsimile transmission shall, for purposes of this Agreement, be deemed to be an original, including signatures thereto.”

8. **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 as of _____, 2026 (the "Effective Date")

GRANTEE:

THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA

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 “B”

BUDGET

[see attached]

Healthcare Project 271

1,291,000

NA

Fall, 2022

		A	B	C	D	Total
		Renovation, Construction, Furniture, Fixtures, Equipment, & Supplies	Personnel	Curriculum/ Training/Certs Exams/	Lease Payments & Contracts	
Project Total	2022	-	-	-	-	-
	2023	-	-	-	-	-
	2024	612,988.00	82,058.00	110,921.00	84,112.00	890,079.00
	2025	18,420.00	71,254.00	170,522.00	64,392.00	324,588.00
	2026	28,154.00	226,350.00	100,845.00	665,402.00	1,020,751.00
	2027	28,154.00	226,351.00	100,846.00	359,402.00	714,753.00
	2028	28,154.00	226,351.00	100,846.00	359,401.00	714,752.00
Project Total		715,870.00	832,364.00	583,980.00	1,532,709.00	3,664,923.00
Triumph	2022	-	-	-	-	-
	2023	-	-	-	-	-
	2024	358,731.00	-	100,460.00	20,297.00	479,488.00
	2025	16,807.00	-	170,522.00	32,485.00	219,814.00
	2026	28,154.00	32,000.00	73,006.00	64,073.00	197,233.00
	2027	28,154.00	32,000.00	73,006.00	64,073.00	197,233.00
	2028	28,154.00	32,000.00	73,006.00	64,072.00	197,232.00
Triumph Total		460,000.00	96,000.00	490,000.00	245,000.00	1,291,000.00
Grantee	2022	-	-	-	-	-
	2023	-	-	-	-	-
	2024	254,257.00	82,058.00	10,461.00	63,815.00	410,591.00
	2025	1,613.00	71,254.00	-	31,907.00	104,774.00
	2026	-	194,350.00	27,839.00	193,329.00	415,518.00
	2027	-	194,351.00	27,840.00	193,329.00	415,520.00
	2028	-	194,351.00	27,840.00	193,329.00	415,520.00
Grantee Total		255,870.00	736,364.00	93,980.00	675,709.00	1,761,923.00
FWB MC & OCSD	2022	-	-	-	-	-
	2023	-	-	-	-	-
	2024	-	-	-	-	-
	2025	-	-	-	-	-
	2026	-	-	-	408,000.00	408,000.00
	2027	-	-	-	102,000.00	102,000.00
	2028	-	-	-	102,000.00	102,000.00
FWB MC & OCSD Total		-	-	-	612,000.00	612,000.00