

FIRST AMENDMENT TO  
GRANT AWARD AGREEMENT  
(Haney Technical Center/School Board of Bay County, Florida/Project #143)

THIS FIRST AMENDMENT TO GRANT AWARD AGREEMENT (this “**Amendment**”) is made and entered into as of October \_\_\_, 2019, by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation (“**Triumph**”), and the SCHOOL BOARD OF BAY COUNTY, FLORIDA, a political subdivision of the State of Florida (“**BCSB**”).

WITNESSETH:

WHEREAS, Triumph and BCSB are parties to that certain Grant Award Agreement dated September 25, 2018 (the “**Agreement**”). All capitalized terms herein shall have the meanings set forth in the Agreement; and

WHEREAS, BCSB has requested that the amount of the Grant be increased by \$233,955.00, to a total Grant amount of \$847,955.00, and Triumph is agreeable to increasing the Grant on and subject to the terms set forth herein; and

WHEREAS, as a condition to increasing the amount of the Grant, Triumph is requiring that certain other amendments to the Agreement be made 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 BCSB hereby agree as follows:

1. **Amendment to Section 2:** Section 2 of the Agreement is hereby amended to read in its entirety as follows:

“2. **Grant Award.** On and subject to the terms and conditions set forth herein, Triumph hereby agrees to make a grant to BCSB in the aggregate maximum amount of Eight Hundred Forty Seven Thousand Nine Hundred Fifty Five and 00/100 Dollars (\$847,955.00) (the “**Grant**”) to provide partial funding for the Project; provided, however, that the maximum amount of the Grant is subject to reduction as provided in Section 4.9 below.”

2. **Amendment to Section 3.1(b)(i).** The first sentence of Section 3.1(b)(i) of the Agreement is hereby amended to read in its entirety as follows:

“Six Hundred Eighty Three Thousand Nine Hundred Fifty Five and 00/100 Dollars (\$683,955.00) of the Grant shall be allocated for the Construction, and shall be disbursed from time to time as invoices for completed work are submitted to Triumph.”

3. **Amendment to Section 3.2(c).** Section 3.2(c) of the Agreement is hereby amended to read in its entirety as follows:

“(c) The amount requested for disbursement under the Request for Disbursement, together with all amounts previously disbursed under the Grant, would exceed the \$847,955.00 maximum amount of the Grant; or the amount requested for funding under the Request for Disbursement 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.”

4. **Amendment to Section 4.1.** The second sentence of Section 4.1 of the Agreement is hereby amended to read in its entirety as follows:

“BCSB agrees to complete the Project on or before December 31, 2020 (the “**Completion Deadline**”).”

5. **Amendments to Section 4.2.** The first sentence of Section 4.2 of the Agreement is hereby amended to read in its entirety as follows:

“The total estimated cost of the Project is \$906,355.00, of which BCSB shall pay using the \$58,400 in Matching Funds and \$847,955.00 shall be provided by the Grant.”

In addition, the Budget attached to the Agreement as Exhibit “B” is hereby deleted and shall be replaced with the Budget attached to this Amendment. All references in the Agreement to the “Budget” shall hereafter mean and refer to the Budget attached to this Amendment.

6. **Amendment to Section 4.3.** The second sentence of Section 4.3 of the Agreement is hereby amended to read in its entirety as follows:

“Until such time as BCSB has achieved the Performance Metrics (as defined below), BCSB 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, and the progress of satisfaction of the performance metrics set forth in Section 7.3 below.”

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

“7.3 **Performance Metrics.** In the event BCSB fails to timely achieve the following performance metrics (the “Performance Metrics”), then in accordance with Section 7.4 below BCSB shall upon written demand by Triumph repay to Triumph all portions of Grant theretofore funded to and received by BCSB:

1. **Performance Metric #1:** Between the beginning of the 2018-2019 school year and the end of the 2022-2023 school year, at least 815 industry certifications shall have been issued among the following categories: NCCER HVAC Level 1,

NCCER HVAC Level 2, NCCER HVAC Level 3, NCCER HVAC Level 4, NATE AC Service Tech, NATE, AC Installation, NATE Air to Air Heat Pump Tech, NATE Air to Air Heat Pump Service, OSHA 10.

2. **Performance Metric #2:** The certificate programs described in subparagraph (1) above are intended to be durable and must be continued for at least four (4) years after the date of this Agreement using BCSB's own funds after the Grant funds have been fully funded. Accordingly, in addition to satisfying the Performance Metric described in subparagraph (1) above, BCSB must also satisfy the following Performance Metric: In the event the 815 industry certifications are achieved prior to the start of the 2022-2023 school year, BCSB must continue to issue such certificates through and including the 2022-2023 school year. Notwithstanding the foregoing, in the event BCSB desires to change the subject areas of certification programs described in subparagraph (1) above, BCSB shall submit a written request for such change. Triumph shall have thirty (30) days from the date of receipt of such request to approve or disapprove of such change. Triumph's failure to either approve or disapprove of such change within such thirty (30) day period shall be deemed disapproval.

The calculation of the number of certifications and the other performance metrics shall be made by Rick Harper or another similarly qualified economist or analyst selected by Triumph.

At any time and from time to time, upon written request by Triumph, BCSB shall within ten (10) days of such request, deliver to Triumph such data, reports, payroll records, financial statements and reporting, and other documents, instruments, and information, as well as its State of Florida employment reporting forms (collectively, "**Back-up Data**") as Triumph requires in order to determine whether BCSB achieved of any or all of the above performance metrics. BCSB's refusal or failure to timely provide any requested Back-up Data shall, for purposes of Section 7.4 below, be deemed BCSB's failure to timely achieve all of the above performance metrics."

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

**[signature page follows]**

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

BCSB:

SCHOOL BOARD OF BAY  
COUNTY, FLORIDA, a political  
subdivision of the State of Florida

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Chairman

ATTEST:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Superintendent

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

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## PROJECT BUDGET

<b>CATEGORY</b>	<b>DESCRIPTION</b>	<b>PROPOSED BUDGET</b>
<b>Construction</b>	Building Renovations (includes design/professional fees, contingency and furnishings)	\$ 683,955.00
<b>Tools &amp; Materials</b>	Lab Equipment	\$ 170,000.00
<b>Training</b>	Enhanced Skills Training Pilot	\$ 30,000.00
<b>Other</b>	Other HVAC materials and supplies	\$ 22,400.00
<b>TOTAL PROJECT COST</b>		\$ 906,355.00