

SUMMARY
OF
FIRST AMENDMENT TO
GRANT AWARD AGREEMENT
BETWEEN
TRIUMPH GULF COAST, INC.
AND
WALTON COUNTY SHERIFF'S OFFICE
(Project #98)

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 Walton County Sheriff’s Office (“**WCSO**”) under the Triumph Gulf Coast Trust Fund with respect to that certain Grant Award Agreement dated March 15, 2019 between WCSO and Triumph (the “**Agreement**”). This summary is intended for notice purposes only and does not create any binding obligations on Triumph or WCSO 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 WCSO and executed by Triumph and WCSO.

AMENDMENTS TO
BUDGET CATEGORIES
AND FUNDING
PROCEDURES:

Section 4 of the Agreement deleted and replaced in its entirety with the following:

“4. Funding of Grant: As more fully shown in the Budget/Timeline attached hereto as Exhibit “B” and incorporated herein (the “**Budget**”), the Grant shall be allocated as follows:

4.1 General Allocation of Grant in Budget Categories..

(a) \$35,000 of the Grant shall be allocated for the Salaries and shall be disbursed upon WCSO furnishing to Triumph satisfactory evidence that it has committed or otherwise allocated \$110,000 of its own Matching Funds (as described below) for the Salaries. WCSO shall submit to Triumph Request for Funding on the form attached hereto as **Exhibit “A”** and incorporated herein (a “**Request for Funding**”).

(b) \$1,043,465 of the Grant shall be allocated for the Construction of the WCSO Facility, and shall be disbursed from time to time as contractor invoices for completed work are submitted to Triumph. WCSO shall submit to Triumph one or more Requests for Funding, each for an amount not to exceed 60% of the amount of the invoice(s) owing by WCSO to the contractors, materialmen, or vendors under the Contracts (such 60% being determined as shown on the Budget).

(c) \$1,000,000 of the Grant shall be allocated for the Construction of the ECTC Facility, and shall be disbursed from time to time as contractor invoices for completed work are submitted to Triumph. WCSO shall submit to Triumph one or more Requests for Funding, each for an amount not to exceed 50.0% of the amount of the invoice(s) owing by WCSO to the contractors, materialmen, or vendors under the Contracts (such 50.0% being determined as shown on the Budget).

(d) \$109,500 of the Grant shall be allocated for the purchase of the Equipment. Such \$109,500 portion of the Grant shall be disbursed from time to time as copies of contracts, purchase orders, invoices, or other documentation are submitted to Triumph. WCSO shall submit to Triumph one or more Requests for Funding, each for an amount not to exceed 47% of the amount of the invoice, contract, or purchase order from a vendor (such 47% being determined as shown on the Budget).

(e) \$30,000 of the Grant shall be allocated for the purchase of the Computers, and shall be disbursed from time to time as copies of contracts, purchase orders, invoices, or other documentation are submitted to Triumph. WCSO shall submit to Triumph a Request for Funding. Notwithstanding the foregoing, the final \$30,000.00 of the Grant Funds for the Equipment shall not be funded unless and until Grantee provides evidence to Triumph that all Matching Funds have been paid as and when provided in the Budget.

4.2 Conditions to Funding of the Grant. Not more than once per calendar month, WCSO shall submit to Triumph a separate Request for Funding for each Budget category (a “**Request for Funding**”) in accordance with the Budget and shall submit information pursuant to a SmartSheet system by WCSO’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 all or any portion of the prior month's funding was a disbursement for items to be paid rather than a reimbursement of amounts already paid, receipts evidencing that the funds disbursed in the prior month were in fact paid in the proper amounts to the proper vendors for such items, (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. WCSO 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 WCSO 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 WCSO's submittal of missing or corrective items, WCSO shall have thirty (30) days following receipt of the notice of disapproval to submit such missing or corrective items. If Triumph fails to notify WCSO 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 WCSO pursuant to a Request for Funding shall be (check as applicable):

_____ paid to WCSO as a disbursement, in which case WCSO 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 WCSO as a reimbursement of amounts WCSO 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 WCSO.

None of the Grant shall be used as a reimbursement of items purchased by WCSO prior to the date of this Agreement. None of the amounts paid by WCSO 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, WCSO by any contractor, materialman, vendor, or any other person or entity, or (b) paid, reimbursed, returned,

refunded, rebated, or otherwise credited to WCSO 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 WCSO shall not receive payments, refunds, reimbursements, rebates or credits from any sources in amounts collectively exceeding 100% of the amounts paid or owing by WCSO.

WCSO shall seek funding only for costs as shown or contemplated under the Budget. All amounts paid by WCSO 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 WCSO 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 WCSO 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 under Sections 4.1 (d) or (e) above until WCSO provides satisfactory evidence that WCSO 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) WCSO 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 \$2,217,965.00 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 WCSO failed to use any Grant funds funded to date in the amounts and for the purposes stated in the Budget;

(d) WCSO 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 WCSO of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or funding of the Grant;

(f) WCSO has taken any action pertaining to the Project which, under this Agreement, requires the approval of Triumph, and WCSO 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) WCSO is in material violation, default, or breach of or under any provision of this Agreement;

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

(j) Any federal, state, or local organization or agency (including WCSO) 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 WCSO 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, WCSO 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), WCSO has abandoned or discontinued the Project, or for any reason the commencement, prosecution, or timely completion of the Project by WCSO 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 \$10,000 shall not be subject to approval under this Agreement;

(p) WCSO has failed to make reasonable good faith efforts to obtain Business Community Involvement in accordance with Section 5.12 of this Agreement and/or has failed to provide Triumph with satisfactory evidence of such efforts;

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

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

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

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

AMENDMENT
TO COMPLETION
DEADLINE:

The "Completion Deadline" described in Section 5.1 of the Agreement is changed to March 31, 2021.

AMENDMENT TO
MATCHING

FUNDS: The first sentence of Section 5.2 of the Agreement is amended to read as follows: “The total cost of the Project is \$4,451,565.00, of which (i) WCSO shall pay \$1,105,600.00 and ECTC shall pay \$1,128,000.00 as shown in the Budget (collectively, the “**Matching Funds**”), and (ii) \$2,217,965.00 shall be provided by the Grant.”

AMENDMENT TO

REPORTING DATE: In Section 5.3 of the Agreement, the annual reporting date for WCSO is changed to October 31.

AMENDMENTS
TO PERFORMANCE
METRICS:

Section 8.3 of the Agreement is deleted and replaced in its entirety with the following:

“8.3 **Performance Metrics.** In the event WCSO fails to timely achieve at least one of the three (3) following performance metrics set forth in subparagraphs (a), (b), and (c) below, then in accordance with Section 8.4 below WCSO shall upon written demand by Triumph repay to Triumph all portions of Grant theretofore disbursed to and received by WCSO:

- (a) **Performance Metric #1:** That between July 1, 2019 and December 31, 2024, there shall have been issued at least 502 certifications /licenses off of the CAPE industry certification funding list Class B Commercial Driver Licenses (CDL), Welding Technology, HVAC, or Career and Professional Education NS Industry Certification such as Certified Internet Web (CIW) Specialist, Autodesk, Adobe, and Microsoft.
- (b) **Performance Metric #2:** That between July 1, 2019 and December 31, 2024, at least seventy percent (70%) of those enrolled in a certification/licensing program that take a certification/licensing exam actually pass the exam.
- (c) **Performance Metric #3:** Based on State of Florida datasets on wages paid to individuals (adjusted for regional cost of living differences), between July 1, 2019 and December 31, 2024, with respect to those students that have graduated from the program and for whom employment wage data is available from the State of Florida, one year after certification/licensing, or within three (3) months after data becomes available with the Department of Education, at least one-half of the students, shall have wages (appropriately de-identified) equal to or greater than the average entry-level wage for that occupation in this geographic area as identified by

CareerSource Florida or a similar source approved for this purpose by Triumph.”

AMENDMENTS
TO EXHIBITS:

The form of Application for Disbursement attached to the Agreement as Exhibit “A” is 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 y 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.

AMENDMENTS
TO GRANT
APPLICATION:

In the Grant Application, with respect to the classrooms to be built in the ECTC Facility, the approximate sizes of the classrooms shall be changed to 2,800 square feet for the HVAC classroom and 3,880 square feet for the Welding classroom.

OTHER TERMS
AND
CONDITIONS:

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

EXHIBIT "A"

Form of

Request for Funding of Grant
(Walton County Sheriff's Office/Project #98)

Budget Category: _____

Funding Request #: _____

Pursuant to Section 4.1 of that certain Grant Award Agreement dated March 15, 2019, as amended to date (the "Agreement"), by and between the Walton County Sheriff's Office ("WCSO") and Triumph Gulf Coast, Inc., a Florida not-for-profit corporation ("Triumph"), WCSO 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 WCSO (List all that are the subject of this Request):

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

2. Amount of Grant Funding Requested Hereby:

\$_____ (include evidence of compliance with percentage limitations set forth in Section 4.1 of the Agreement).

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) Remaining Amount of Grant to be funded \$ _____
\$_____.00 minus the amount in (c) 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 WCSO 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, WCSO by any contractor, materialman, vendor, or any other person or entity, or (b) paid, reimbursed, returned, refunded, rebated, or otherwise credited to WCSO 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 WCSO in connection with the invoices described in Item 1 above have heretofore been modified, amended, or terminated, except as otherwise approved by Triumph.

7. WCSO 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 WCSO has used all Grant funds released to date in the amounts and for the purposes stated in the Budget;

(d) WCSO 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 WCSO of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or funding of the Grant;

(f) WCSO has not taken any action pertaining to the Project which, under the Agreement, requires the approval of Triumph, and WCSO 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) WCSO 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) WCSO is not in breach of any representation or warranty contained in the Agreement;

(k) No federal, state, or local agency (including WCSO) 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, WCSO has paid, and has provided Triumph with evidence of payment of, the Matching Funds toward completion of the Project;

(m) WCSO has not abandoned or discontinued the Project, nor has the commencement, prosecution, or timely completion of the Project by WCSO 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 \$10,000 shall not be subject to approval under the Agreement

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

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

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

(v) WCSO 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 WCSO, 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)

Walton County Sheriff's Office
Triumph Grant Timeline/Budget

REVISED

	Year 1	Year 2	Year 3	Year 4	Year 5	Project Total	
Project Expenses							
4.1 a	Salaries and Benefits	35,000	27,146	35,000	35,000	12,854	145,000
4.1 b	WCSCO Construction and Renovation	740	1,742,725				1,743,465
4.1 c	ETCT Construction and Renovation		1,600,000	400,000			2,000,000
4.1 d	ETCT Equipment	13,435	224,065				237,500
4.1 e	WCSCO Equipment	61,049	234,551				295,600
		110,224	3,828,487	435,000	35,000	12,854	4,421,565
							4,421,565
Grant/Match Funds							
Walton County Sheriff's Office (\$1,105,600)							
4.1 (a)	Salaries and Benefits	-	27,146	35,000	35,000	12,854	110,000
4.1 (b)	WCSCO Construction and Renovation	740	699,260				700,000
4.1 (e)	WCSCO Equipment	61,049	234,551				295,600
		61,789	960,957	35,000	35,000	12,854	1,105,600
							1,105,600
Emerald Coast Technical College (\$1,128,000)							
4.1 (c)	ETCT Construction and Renovation		800,000	200,000			1,000,000
4.1 (d)	Equipment	13,435	114,565				128,000
		13,435	914,565	200,000			1,128,000
							1,128,000
Triumph (\$2,217,965)							
4.1 (a)	Salaries and Benefits	35,000					35,000
4.1 (b)	WCSCO Construction and Renovation		1,043,465				1,043,465
4.1 (c)	ETCT Construction and Renovation		800,000	200,000			1,000,000
4.1 (d)	ETCT Equipment		109,500				109,500
4.1 (e)	WCSCO Equipment				30,000		30,000
		35,000	1,952,965	200,000		30,000	2,217,965
							2,217,965
		110,224	3,828,487	435,000	35,000	42,854	4,451,565
							4,451,565

EXHIBIT “C”
SmartSheet Authorized Users
Date _____

Name	Title	Email
address	User Type (check one)*	

1.

View Only

Edit

2.

View Only

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 WCSO'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 WCSO FIRST SUBMITTED THE FULLY COMPLETE REQUEST.