

SECOND AMENDMENT TO
GRANT AWARD AGREEMENT
(Walton County Sheriff's Office/Project #98)

THIS SECOND AMENDMENT TO GRANT AWARD AGREEMENT (this "**Amendment**") is made and entered into as of _____, 2021, by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation ("**Triumph**"), and the WALTON COUNTY SHERIFF'S OFFICE ("**WCSO**").

WITNESSETH:

WHEREAS, Triumph and WCSO are parties to that certain Grant Award Agreement dated March 15, 2019, as amended by that certain First Amendment to Grant Award Agreement dated March 3, 2020 (as amended, the "**Agreement**"). All capitalized terms herein shall have the meanings set forth in the Agreement; and

WHEREAS, WCSO 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 herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Triumph and WCSO hereby agree as follows:

1. **Amendment to Section 2.** Section 2 of the Agreement is hereby deleted and replaced in its entirety with the following:

“Grant Award. On and subject to the terms and conditions set forth herein, Triumph hereby agrees to make a grant to WCSO in the aggregate maximum amount of Two Million Four Hundred Seventeen Thousand Nine Hundred Sixty Five Dollars (\$2,417,965) (the "**Grant**") to provide partial funding for the Project.”

2. **Amendment1 to Section 4.** Section 4.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

“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) \$870,396 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) \$1,347,750 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 50.8% of the amount of the invoice(s) owing by WCSO to the contractors, materialmen, or vendors under the Contracts (such 50.8% 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). Notwithstanding the foregoing, the final \$30,000.00 of the Grant Funds for the Equipment shall not be funded unless and until WCSO provides evidence to Triumph that all Matching Funds have been paid as and when provided in the Budget.

(e) \$55,319 of the Grant shall be allocated for the purchase of the computers and equipment, 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, this \$55,319 of the Grant Funds shall not be funded unless and until WCSO provides evidence to Triumph that all Matching Funds have been paid as and when provided in the Budget.”

3. **Amendment to Section 5.1.** The “Completion Deadline” described in Section 5.1 of the Agreement is hereby changed to December 31, 2022.

4. **Amendment to Section 5.2.** Section 5.2 of the Agreement is hereby deleted and replaced in its entirety with the following:

5.2 Total Project Cost. The total cost of the Project is \$4,851,565, of which (i) WCSO and ECTC shall pay \$2,433,600 (the **“Matching Funds”**), and (ii) \$2,417,965.00 shall be provided by the Grant. The total estimated cost of the Project is based upon the Budget. WCSO shall monitor the Budget and submit an amended Budget to Triumph in the event that (a) the total cost of the Project increases or decreases by greater than five percent (5%), (b) total the Budget increases or decreases by greater than five percent (5%), (c) the Budget increases or decreases by greater than five percent (5%) within a particular Budget category, and/or (d) WCSO’s portion of the Matching funds decreases by greater than five percent (5%). If WCSO proposes an increase or decrease by greater than five percent (5%) as described above as compared to the most recently approved Budget, such proposal shall be submitted to Triumph in writing along with a proposed amended Budget, and Triumph shall have the right to approve or disapprove both the proposed Budget category increase or decrease and the proposed amended Budget. Triumph shall have fifteen (15) days from the receipt of a proposed amended Budget to notify WCSO of its approval or disapproval. If Triumph fails to approve or disapprove the proposed Budget category increase or decrease and/or the proposed amended Budget within such fifteen (15) day period, the proposed Budget category increase or decrease and/or the amended Budget, as applicable, shall be deemed approved as submitted. If WCSO fails to obtain Triumph's approval or deemed approval, that failure shall be sufficient cause for nonpayment by Triumph as provided in Section 4.2(f). Using the Grant, its own funds, and funds from other grants (including, but not limited to, the Matching Funds), WCSO agrees to bear the entire cost and expense of the Project, including but not limited to, all costs and all expenses in excess of the total estimated cost of the Project, it being expressly understood and agreed that the Grant shall operate only to pay, on and subject to the terms and conditions set forth herein, a portion of the costs and expenses of the Project. Furthermore, WCSO agrees to spend all of the Matching Funds as contemplated in the Grant Application, and agrees that its failure to do so shall be deemed a material breach of this Agreement.”

5. **Amendment to Section 8.3(a).** Subsection (a) of Section 8.3 of the Agreement is hereby deleted and replaced in its entirety with the following:

“(a) **Performance Metric #1:** That between July 1, 2019 and December 31, 2024, there shall have been issued at least 562 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.”

6. **Amendment to Exhibit:** The Budget/Timeline attached to the Agreement as Exhibit “B” is hereby deleted and replaced with the form of Budget/Timeline attached hereto as

Exhibit "B" and incorporated herein, and all references in the Agreement to the Budget shall hereafter mean and refer to the Budget attached hereto.

7. **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 the day and year first above written.

WCSO:

TRIUMPH:

WALTON COUNTY SHERIFF'S OFFICE

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

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: Chairman

ATTEST:

By: _____
Print Name: _____
Title: Treasurer

By: _____
Print Name: _____
Title: _____

ATTEST:
By: _____
Print Name: _____
Title: Secretary

Project Budget/Timeline

Exhibit A
#98 Walton Sheriff Voc/Tech Training Prog.
 Detail of Project Account to Date

	Salaries & Benefits	WCSO Construction & Renovation	ETCT Construction & Renovation	ETCT Equipment	WCSO Equipment	Total
Project Total						
Calendar Year 1	16,085.00	397.00	-	13,435.00	61,049.00	90,966.00
Calendar Year 2	18,915.00	1,206,963.78	-	-	-	1,225,878.78
Calendar Year 2 post amend	36,260.00	243,299.53	1,600,000.00	224,065.00	194,951.00	2,298,575.53
Calendar Year 3	55,175.00	-	1,050,000.00	-	57,086.00	1,162,261.00
Calendar Year 4	18,565.00	-	-	-	55,319.00	73,884.00
Calendar Year 5	-	-	-	-	-	-
Project Total	145,000.00	1,450,660.31	2,650,000.00	237,500.00	368,405.00	4,851,565.31
Triumph						
Calendar Year 1	16,085.00	-	-	-	-	16,085.00
Calendar Year 2	18,915.00	724,416.47	-	-	-	743,331.47
Calendar Year 2 post amend	-	0.60	0.5086	813,800.00	109,500.00	1,069,280.64
Calendar Year 3	-	-	0.5085	533,950.00	-	533,950.51
Calendar Year 4	-	-	-	-	55,319.00	55,319.00
Calendar Year 5	-	-	-	-	-	-
Triumph Total	35,000.00	870,396.00	1,347,750.00	109,500.00	55,319.00	2,417,966.62
Grantee						
Calendar Year 1	-	397.00	-	13,435.00	61,049.00	74,881.00
Calendar Year 2	-	482,547.31	-	-	-	482,547.31
Calendar Year 2 post amend	36,260.00	97,320.00	786,200.00	114,565.00	194,951.00	1,229,296.00
Calendar Year 3	55,175.00	-	516,050.00	-	57,086.00	628,311.00
Calendar Year 4	18,565.00	-	-	-	-	18,565.00
Calendar Year 5	-	-	-	-	-	-
Grantee Total	110,000.00	580,264.31	1,302,250.00	128,000.00	313,086.00	2,433,600.31