

SECOND AMENDMENT TO

GRANT AWARD AGREEMENT

(Northwest Florida State College/Project #187)

THIS SECOND AMENDMENT TO GRANT AWARD AGREEMENT (this “**Amendment**”) is made and entered into as of March 30, 2022, by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation (“**Triumph**”) and NORTHWEST FLORIDA STATE COLLEGE, a Florida College System institution as a political subdivision of the State of Florida (“**NWFSC**”).

WITNESSETH:

WHEREAS, Triumph and NWFSC are parties to that certain Grant Award Agreement dated August 16, 2019, as amended by that certain First Amendment to Grant Award Agreement dated May 5, 2020 (as amended, the “**Agreement**”). All capitalized terms herein shall have the meanings set forth in the Agreement; and

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

1. **Amendment to Add Additional Project.** In addition to the Project described in the Agreement, NWFSC shall also establish and complete an additional project (the “**Pilot Project**”) to develop a pilot program to offer short-term, non-credit training that will equip individuals with the skills they need for cloud based computing training and certifications. The Pilot Project will issue a minimum of 25 cloud based industry certifications earned in non-credit short-term trainings over the course of one year (“**Certificates**”). NWFSC will integrate Amazon Web Services (AWS) and other curriculum into the NWFSC learning management system (LMS) to develop self-paced training courses that lead to certifications, all as further described in a letter from NWFSC to Triumph dated February 17, 2022 (the “**Pilot Project Letter**”), which Pilot Project Letter is incorporated herein by reference and which shall hereafter be deemed part of the Grant Application.

2. **Additional Grant Funds and Budget.** Triumph hereby agrees to increase the Grant by Ninety-two Thousand Five Hundred Dollars (\$92,500) (the “**Pilot Project Grant Funds**”) to provide partial funding for the Pilot Project. The total cost of the Pilot Project is \$185,000, as

more fully shown in the following budget (the “**Pilot Project Budget**”), with the Grant providing \$92,500 of that amount and NWFSC providing \$92,500 of that amount (the “**Pilot Project Matching Funds**”).

**Pilot Project Budget**

<b>July 1, 2022 - June 30, 2023</b>	<b>Triumph</b>	<b>NWFSC Match</b>
Computer Lab Enhancements		\$ 70,000
Faculty member(s) w/fringe (.2 FTE x 62,453)		\$ 12,500
Course Development and Student Support		\$ 10,000
Triumph Program Recruitment Coordinator w/fringe (1 FTE)	\$ 58,072	
Marketing and Certification Fees	\$ 34,428	
<b>Total</b>	<b>\$ 92,500</b>	<b>\$ 92,500</b>
<b>Project Total</b>	<b>\$ 185,000</b>	

3. **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, which incorporates the Pilot Project Budget. All references to the Budget in the Agreement shall hereafter mean and refer to the Budget attached hereto as Exhibit “B.”

4. **Performance Metrics.** All Pilot Project Grant Funds disbursed by Triumph to NWFSC shall be subject to being repaid (“clawed back”) in the event (i) NWFSC abandons, suspends or discontinues the Pilot Project, or fails to complete the Pilot Project by December 31, 2023; and/or (ii) NWFSC made any materially false certification or representation to Triumph in connection with its application for the Pilot Project Grant Funds, and/or in connection with any request for reimbursement; and/or (iii) NWFSC breaches any obligation under the Agreement. In addition, if NWFSC fails to award a cumulative total of at least 25 Certificates by the December 31, 2023, then NWFSC shall upon written demand by Triumph repay to Triumph a claw back amount equal to (A) \$3,700, multiplied by (B) the sum of (1) 25 minus (2) the actual number of Certificates issued as of December 31, 2023. In no event shall the total amount paid by NWFSC to Triumph under this Section 4 exceed \$92,500.

5. **Compliance With Other Terms of Agreement.** Sections 4.2, 5. – 5.11, 7.1 – 7.3 of the Agreement shall be applied to the Pilot Project, the Pilot Project Grant Funds the Pilot Project Budget, and the Pilot Project Matching Funds.

6. **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.

NWFSC:

NORTHWEST FLORIDA  
STATE COLLEGE, a Florida College  
System institution as a political subdivision of the  
State of Florida

By: *Dr. Devin Stephenson*  
Print Name: Dr. Devin Stephenson  
Title: President

TRIUMPH:

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

*Don Gaetz*  
Print Name: Don Gaetz  
Title: Chairman

By: *[Signature]*  
Print Name: \_\_\_\_\_  
Title: Treasurer

ATTEST:

By: *Sam Renfro*  
Print Name: Sam Renfro  
Title: Executive Director of Grant Development

ATTEST:  
By: *[Signature]*  
Print Name: Susan Skelton  
Title: Secretary

EXHIBIT “B”

Budget

(see attached)

**Exhibit B**

Project #, name #187, Walton Works Training Center of Excellence

Budget

Estimated construction start date if applicable

Estimated education component start date if applicable

	Personnel & Fringe	Equipment, Marketing, Certification Fees	Construction	Renovation	Total
Please change year # to actual year					
<b>Project Total</b>					
Calendar Year 1 - 2019	-	-	95,042.00	-	95,042.00
Calendar Year 2 - 2020	169,765.00	72,764.00	1,539,077.00	157,388.00	1,938,994.00
Calendar Year 3 - 2021	66,268.00	870,063.00	580,029.00	9,550.00	1,525,910.00
Calendar Year 4 - 2022	1,132,864.00	699,005.00	-	-	1,831,869.00
Calendar Year 5 - 2023	475,338.00	52,214.00	-	-	527,552.00
Calendar Year 6	-	-	-	-	-
Calendar Year 7	-	-	-	-	-
Calendar Year 8	-	-	-	-	-
Calendar Year 9	-	-	-	-	-
Calendar Year 10	-	-	-	-	-
Calendar Year 11	-	-	-	-	-
<b>Project Total</b>	<b>1,844,235.00</b>	<b>1,694,046.00</b>	<b>2,214,148.00</b>	<b>166,938.00</b>	<b>5,919,367.00</b>
<b>Triumph</b>					
Calendar Year 1 - 2019	-	-	95,042.00	-	95,042.00
Calendar Year 2 - 2020	83,704.00	72,764.00	1,489,593.00	157,388.00	1,803,449.00
Calendar Year 3 - 2021	35,991.00	7,200.00	580,029.00	9,550.00	632,770.00
Calendar Year 4 - 2022	251,837.00	26,868.00	-	-	278,705.00
Calendar Year 5 - 2023	29,036.00	17,214.00	-	-	46,250.00
Calendar Year 6	-	-	-	-	-
Calendar Year 7	-	-	-	-	-
Calendar Year 8	-	-	-	-	-
Calendar Year 9	-	-	-	-	-
Calendar Year 10	-	-	-	-	-
Calendar Year 11	-	-	-	-	-
<b>Triumph Total</b>	<b>400,568.00</b>	<b>124,046.00</b>	<b>2,164,664.00</b>	<b>166,938.00</b>	<b>2,856,216.00</b>
<b>Grantee (NWFSC)</b>					
Calendar Year 1 - 2019	-	-	-	-	-
Calendar Year 2 - 2020	86,061.00	-	49,484.00	-	135,545.00
Calendar Year 3 - 2021	30,277.00	-	-	-	30,277.00
Calendar Year 4 - 2022	881,027.00	35,000.00	-	-	916,027.00
Calendar Year 5 - 2023	446,302.00	35,000.00	-	-	481,302.00
Calendar Year 6	-	-	-	-	-
Calendar Year 7	-	-	-	-	-
Calendar Year 8	-	-	-	-	-
Calendar Year 9	-	-	-	-	-
Calendar Year 10	-	-	-	-	-
Calendar Year 11	-	-	-	-	-
<b>Grantee Total</b>	<b>1,443,667.00</b>	<b>70,000.00</b>	<b>49,484.00</b>	<b>-</b>	<b>1,563,151.00</b>
<b>Match Source (Walton, Restore Funds)</b>					
Calendar Year 1 - 2019	-	-	-	-	-

Calendar Year 2 - 2020	-	-	-	-	-
Calendar Year 3 - 2021	-	862,863.00	-	-	862,863.00
Calendar Year 4 - 2022	-	637,137.00	-	-	637,137.00
Calendar Year 5	-	-	-	-	-
Calendar Year 6	-	-	-	-	-
Calendar Year 7	-	-	-	-	-
Calendar Year 8	-	-	-	-	-
Calendar Year 9	-	-	-	-	-
Calendar Year 10	-	-	-	-	-
Calendar Year 11	-	-	-	-	-
<b>Match Source 1 Total</b>	-	<b>1,500,000.00</b>	-	-	<b>1,500,000.00</b>