

SUMMARY  
OF  
GRANT AWARD AGREEMENT  
BETWEEN  
TRIUMPH GULF COAST, INC.,  
PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC.  
(Project #297)

This summarizes the basic terms of a Grant Award Agreement (the “**Agreement**”) that has been negotiated between the staffs of Triumph Gulf Coast, Inc. (“**Triumph**”), and Prison Rehabilitative Industries and Diversified Enterprises, Inc., a Florida not-for-profit (“**Grantee**”) under the Triumph Gulf Coast Trust Fund. This summary is intended for notice purposes only and (a) does not constitute a grant, or an approval of a grant, by Triumph to Grantee, and (b) does not create any binding obligations on Triumph or Grantee with respect to (i) any grant, (ii) any approval of a grant, or (iii) engaging in any further discussions or negotiations with respect to a grant. The final terms and conditions of the grant (the “**Grant**”) will be contained in the definitive Agreement approved by the Board of Directors of Triumph and executed by Triumph and Grantee.

GRANT AMOUNT: Up to Nine Hundred Twenty Three Thousand Seven Hundred Forty Five Dollars (\$923,745) (the “**Grant**”).

PURPOSE: To provide partial funding partial funding for the following project (the “**Project**”): to issue through Pensacola State College up to 400 industry-recognized or Triumph-approved certificates in OSHA 10 plus NCCER Carpentry 1 (such industry-recognized or Triumph-approved certificates are hereinafter referred to as “**Certificates**”) to prison inmates under the jurisdiction of the Florida Department of Corrections, all as further described in Grantee’s Application for Funds submitted to Triumph (the “**Grant Application**”).

COMPETITIVE  
BIDS:

For contracts and/or purchases exceeding \$365,000 for services, commodities, or construction or renovations to public property, Grantee shall obtain competitive bids when required under Grantee’s own purchasing standards and procedures and under applicable statutes, rules,

and regulations. Grantee shall upload a copy of Grantee's and applicable standards or procedures to Triumph's SmartSheet system upon request. When awarding contracts according to the applicable statutes, rules, and regulations, Grantee shall award the contract to the lowest cost qualified responsive bidder considering the selection criteria contained within the solicitation or applicable Florida Statutes, including but not limited to Section 287.055, Florida Statutes. Grantee shall notify Triumph in writing of the proposed award, and Triumph shall thereafter have forty-five (45) days to approve or disapprove the award. Triumph's failure to either approve or disapprove within such forty-five (45) day period shall be deemed approved.

**FUNDING:**

The Grant shall be allocated as more fully shown in the Budget attached hereto as **Exhibit "A"** (the "**Budget**").

Grantee 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 Grantee's authorized users. After the first Request for Funding, each subsequent Request for Funding may only be submitted after Triumph's approval of the immediately preceding Request for Funding. Each Request for Funding shall include the following items (A) through (H): (A) completed detailed Project account spreadsheet (i.e., in a tab on the Budget), (B) a completed Expense Itemization Sheet in a form provided by Triumph ("**Expense Itemization Sheet**") for each category of funds requested and for Matching Funds category, together with invoices, receipts, or contracts from vendors providing equipment, materials, and services; (C) payroll ledgers, percentage of time dedicated to the Project, and job descriptions as they relate to the Project, (D) documentation evidencing the completion of the work that is the subject of the requested funding, (E) to the extent that any portion of the current funding request is for reimbursement of amounts already paid by Grantee, copies of front and back of cancelled checks for funding, (F) to the extent that all or any portion of the prior funding was a disbursement for items to be paid rather than a reimbursement of amounts already paid, a completed Expense Itemization Sheet and receipts or other documentation evidencing that the funds disbursed previously were in fact paid in the proper amounts to the proper vendors for such items, including copies of front and back of cancelled checks for funding, (G) copies of the insurance policies required under the Agreement and evidence that such policies are in current force and effect, and (H) such other documents as Triumph shall require in order to determine that the funding is consistent with the purposes of the Grant.

Grantee shall notify the Triumph Program Administrator via email each time a Request for Funding is submitted. Other than the final Request for Funding, no single Request for Funding shall be submitted for a funding request amount of less than \$23,094. In no event shall the cumulative fundings made by Triumph exceed the \$923,745 maximum amount of the Grant. 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 Grantee 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 submittal of missing or corrective items, the submitting party shall have thirty (30) days following receipt of the notice of disapproval to submit such missing or corrective items. If Triumph fails to notify the submitting party of its disapproval of the Request for Funding within forty-five (45) days of receipt, such Request for Funding shall be deemed disapproved.

None of the Grant shall be used as a reimbursement of items purchased by Grantee prior to the date of the Agreement. None of the amounts paid by Grantee 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, Grantee by any contractor, materialman, vendor, or any other person or entity, or (b) paid, reimbursed, returned, refunded, rebated, or otherwise credited to Grantee 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 Grantee shall not receive payments, refunds, reimbursements, rebates or credits from any sources in amounts collectively exceeding 100% of the amounts paid or owing by Grantee.

Grantee shall seek funding only for costs of the Project as shown or contemplated under the Budget. All amounts paid by Grantee with respect to the Project shall be supported by properly executed invoices, contracts, and other records evidencing in proper detail the nature and propriety of the charges and use of the Matching Funds. 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.

None of the grant funds or the Matching Funds shall be used to pay, reimburse, or recover any overhead or other indirect costs, including, but not limited to, general and/or administrative overhead, facilities overhead, continuing education fees, and auxiliary fees.

Triumph will honor requests for funding; provided, however, that Triumph may elect by notice in writing not to make a payment if:

- (a) There is missing or incomplete documentation;
- (b) The Request for Funding seeks funding for items other than as shown in the Budget or seeks funding for more than amounts actually invoiced by contractors, materialmen, or other vendors under any Contracts;
- (c) The amount requested for funding under the Request for Funding, together with all amounts previously funded under the Grant, would exceed the \$923,745 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 Grantee failed to use any Grant funds funded to date in the amounts and for the purposes stated in the Budget;
- (d) Grantee 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 the Agreement;
- (e) There is any pending litigation with respect to the performance by Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or funding of the Grant;
- (f) Grantee has taken any action pertaining to the Project which, under the Agreement, requires the approval of Triumph, and Grantee failed to obtain such approval;
- (g) There has been a violation of Sections 9.1, 9.4, and/or 9.5 of the Agreement;
- (h) Grantee is in material violation, default, or breach of or under any provision of the Agreement;
- (i) Grantee is in breach of any material representation or warranty contained in the Agreement;

(j) Any federal, state, or local organization or agency (including Grantee) 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 Grantee 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, Grantee 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 December 31, 2028 (the "Completion Deadline"), Grantee has abandoned or discontinued the Project, or for any reason the commencement, prosecution, or timely completion of the Project by Grantee is rendered improbable, infeasible, impossible, or illegal, or Grantee has failed to make substantial progress toward student attainment of achieving not less 400 Certificates;

(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 \$65,000 shall not be subject to approval under the Agreement;

(p) Intentionally omitted;

(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 Grantee's share of the Matching Funds has decreased by more than 5%;

(r) Intentionally omitted;

(s) Grantee has failed to maintain in full force and effect all insurance required under the Agreement;

(t) Grantee is not in compliance with all applicable environmental laws and regulations in accordance with Section 5.5 of the Agreement;

(u) Grantee is not in compliance with the competitive bidding requirements described above; and/or

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

ELIGIBLE COSTS/  
DOCUMENTATION/  
DEADLINES

The total cost of the Project is \$1,761,536, of which (i) Grantee and other sources are contributing \$837,791 toward the Project (the “**Matching Funds**”) and (ii) Triumph shall provide a maximum of \$923,745. To the extent that the actual cost of the Project exceeds \$1,761,536, Grantee shall be solely responsible for such excess. Grantee shall monitor the Budget and submit an amended Budget to Triumph for approval in any case in which Grantee proposes to make a change to a previously approved Budget. For amendments where either (a) the total Budget cumulatively increases or decreases by greater than five percent (5%), (b) a particular Budget category cumulatively increases or decreases by greater than five percent (5%), and/or (c) the Matching Funds cumulatively increase or decrease by greater than five percent (5%), the Board of Directors of Triumph must approve such amendments. If Grantee proposes an amendment with a cumulative increase or decrease of less than five percent (5%) as described above as compared to the most recent Budget approved by the Board of Directors of Triumph, Triumph staff shall have the right to approve or disapprove such amendment. Triumph shall have forty five (45) days from the receipt of a proposed amended Budget to notify Grantee of its approval or disapproval. If Triumph fails to approve or disapprove the proposed amended Budget within such forty five (45) day period, the proposed amended Budget shall be deemed disapproved. If Grantee fails to obtain Triumph's approval but nevertheless proceeds to implement the proposed amendments, that failure shall be sufficient cause for nonpayment by Triumph as provided in Section 4.2(f) of the Agreement. Using the Grant, its own funds, and funds from other grants (including, but not limited to, the Matching Funds), Grantee 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, Grantee 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 the Agreement.

#### MAINTENANCE OF RECORDS:

Grantee shall on an annual basis on or before October 31 of each year submit to Triumph an activity report which contains, in addition to any other information requested by Triumph (a) the progress of the Project, (b) costs incurred to date, (c) how Grantee is progressing with student attainment toward achieving not less 400 Certificates, and (d) Grantee's most recent audited financial statements. Grantee's failure to be making substantial progress toward student attainment of achieving not less 400 Certificates shall be grounds for suspension or termination of funding any unfunded portion of the grant. In addition, Triumph shall have the right, at any time and from time to time upon reasonable notice to Grantee, to access the Project and inspect any work being performed or as completed. Grantee shall also make available to Triumph copies of any and all invoices, contracts, plans and specifications, and other documentation relating to the Project.

Grantee shall establish and maintain within its existing accounting system or independently from its accounting system a detailed listing of all expenses related to the project. Records of costs incurred under terms of the Agreement shall be maintained in the listing along with supporting documentation and be made available upon request to Triumph during the period of the Agreement and for five (5) years after final payment of the Grant is made.

AUDITS: The Grant shall be subject to audits and/or monitoring by Triumph and applicable public records laws.

#### TERMINATION OR SUSPENSION OF PROJECT:

If Grantee abandons, suspends, or discontinues the Project, or fails to complete the fails to complete the Project by the Completion Deadline (subject to *force majeure* events), or for any other reason, the commencement, prosecution, or timely completion of the Project by Grantee is rendered infeasible, impossible, or illegal, Triumph shall have the right, by written notice to Grantee to (i) suspend any further fundings of the Grant and/or any or all of Triumph's other obligations under the Agreement until such time as the event or condition resulting in such abandonment, suspension, or discontinuation has ceased or been corrected, and/or (ii) revoke and terminate the Grant. If Triumph issues a final termination or revocation notice resulting from Grantee's default, abandonment, or discontinuance of the Project, then Grantee shall, upon written demand by Triumph, repay to Triumph all portions of the Grant theretofore funded to and received by Grantee.

COMPLIANCE  
WITH LAWS:

Grantee shall also comply with all applicable laws regarding third party contracts, labor laws, and civil rights laws. The Agreement also has prohibitions on conflicts of interest.

INSURANCE:

Grantee shall keep and maintain casualty insurance on all improvements, fixtures, and equipment, that constitute the Project, but only to the extent that such equipment and improvements can in fact be insured.

PERFORMANCE  
METRICS/  
CLAWBACKS:

Any Grant funds disbursed by Triumph to Grantee shall be subject in being repaid ("clawed back"). In the event that Grantee fails to award at least 400 Certificates by December 31, 2028, then Grantee shall upon written demand by Triumph repay to Triumph an amount equal to (A) \$2,309, multiplied by (B) the sum of (a) 400 minus (b) the actual number of Certificates issued as of December 31, 2028. For purposes of this calculation, (a) completion of the requirements for NCCER Carpentry 1 alone shall count as one (1) Certificate, and (b) completion of the requirements for OSHA 10 plus NCCER Carpentry 1 together shall count as one (1) Certificate, but (c) completion of the requirements for OSHA 10 without completion of the requirements for NCCER Carpentry 1 shall not count as a Certificate.

OTHER TERMS  
AND

CONDITIONS:

This is a summary only. The Agreement contains such other covenants, representations and warranties, and other terms and conditions as agreed to by Triumph and Grantee.

EXHIBIT “A”

BUDGET

[see attached]

**Exhibit A**

Project #, name

# 297

PRIDE NCCER Carpentry Program

Budget

9/21/23

Estimated construction start date if applicable

Estimated education component start date if applicable

6/12/23

	Category #1	Category #2	Category #3	Category #4	Total
	Instruction-Matls-Supplies(PSC)	Certifications	FDC Security Staff	Computer Hdwe-Infrastructure	
<b>Project Total</b>					
Calendar Year 1: 2023	102,000.00	12,750.00	43,875.00	21,041.00	179,666.00
Calendar Year 2: 2024	153,000.00	19,125.00	131,625.00	12,624.00	316,374.00
Calendar Year 3: 2025	153,000.00	19,125.00	131,625.00	12,624.00	316,374.00
Calendar Year 4: 2026	153,000.00	19,125.00	131,625.00	12,624.00	316,374.00
Calendar Year 5: 2027	153,000.00	19,125.00	131,625.00	12,624.00	316,374.00
Calendar Year 6: 2028	153,000.00	19,125.00	131,625.00	12,624.00	316,374.00
Calendar Year 7	-	-	-	-	-
Calendar Year 8	-	-	-	-	-
Calendar Year 9	-	-	-	-	-
Calendar Year 10	-	-	-	-	-
Calendar Year 11	-	-	-	-	-
Calendar Year 12	-	-	-	-	-
<b>Project Total</b>	<b>867,000.00</b>	<b>108,375.00</b>	<b>702,000.00</b>	<b>84,161.00</b>	<b>1,761,536.00</b>
<b>Triumph</b>					
Calendar Year 1: 2023					-
Calendar Year 2: 2024	153,000.00	19,125.00		12,624.00	184,749.00
Calendar Year 3: 2025	153,000.00	19,125.00		12,624.00	184,749.00
Calendar Year 4: 2026	153,000.00	19,125.00		12,624.00	184,749.00
Calendar Year 5: 2027	153,000.00	19,125.00		12,624.00	184,749.00
Calendar Year 6: 2028	153,000.00	19,125.00		12,624.00	184,749.00
Calendar Year 7					-
Calendar Year 8					-
Calendar Year 9					-
Calendar Year 10					-
Calendar Year 11					-
Calendar Year 12					-
<b>Triumph Total</b>	<b>765,000.00</b>	<b>95,625.00</b>	<b>-</b>	<b>63,120.00</b>	<b>923,745.00</b>
<b>Grantee</b>					
Calendar Year 1: 2023--Pre-Award	102,000.00	12,750.00		21,041.00	135,791.00
Calendar Year 2: 2024					-
Calendar Year 3: 2025					-
Calendar Year 4: 2026					-
Calendar Year 5: 2027					-
Calendar Year 6: 2028					-
Calendar Year 7					-
Calendar Year 8					-
Calendar Year 9					-
Calendar Year 10					-
Calendar Year 11					-
Calendar Year 12					-
<b>Grantee Total</b>	<b>102,000.00</b>	<b>12,750.00</b>	<b>-</b>	<b>21,041.00</b>	<b>135,791.00</b>
<b>Match Source 1; FDC</b>					
Calendar Year 1: 2023			43,875.00		43,875.00
Calendar Year 2: 2024			131,625.00		131,625.00
Calendar Year 3: 2025			131,625.00		131,625.00
Calendar Year 4: 2026			131,625.00		131,625.00
Calendar Year 5: 2027			131,625.00		131,625.00
Calendar Year 6: 2028			131,625.00		131,625.00
Calendar Year 7					-
Calendar Year 8					-

Calendar Year 9					-
Calendar Year 10					-
Calendar Year 11					-
Calendar Year 12					-
<b>Match Source 1 Total</b>	-	-	702,000.00	-	702,000.00

<b>Match Source 2:</b>					
Calendar Year 1: 2023					-
Calendar Year 2: 2024					-
Calendar Year 3: 2025					-
Calendar Year 4: 2026					-
Calendar Year 5: 2027					-
Calendar Year 6: 2028					-
Calendar Year 7					-
Calendar Year 8					-
Calendar Year 9					-
Calendar Year 10					-
Calendar Year 11					-
Calendar Year 12					-
<b>Match Source 2 Total</b>	-	-	-	-	-