



**Bay County Board of County Commissioners
Agenda Item Summary**

Approval of Amendment to Grant Agreement for Mocama Marine

DEPARTMENT MAKING REQUEST/NAME:

Outside Agencies

Becca Hardin, President/CEO. Bay EDA

MEETING DATE:

March 4, 2025

REQUESTED MOTION/ACTION:

Board to approve the amendment to the grant agreement with Triumph Gulf Coast, Inc. for Mocama Marine and authorize the chairman to sign the amendment.

AGENDA

Consent Agenda

BUDGETED ITEM?

BUDGET ACTION:

N/A

FINANCIAL IMPACT SUMMARY

STATEMENT:

BACKGROUND:

Mocama Marine, LLC, has requested an extension of its performance metrics contained in the grant agreement and related performance agreement with Triumph Gulf Coast, Inc., for Mocama Marine. The change would extend the date for the creation of its new jobs from December 31, 2025, to December 31, 2027.

ATTACHMENTS:

Description

Type

FIRST AMENDMENT TO
GRANT AWARD AGREEMENT
(Bay County Board of County Commissioners/Project Cast #273)

THIS FIRST AMENDMENT TO GRANT AWARD AGREEMENT (this “**Amendment**”) is made and entered into as of the Effective Date as set forth on the signature page below, by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation (“**Triumph**”), and BAY COUNTY BOARD OF COUNTY COMMISSIONERS (“**Grantee**”).

WITNESSETH:

WHEREAS, Triumph and Grantee are parties to that certain Grant Award Agreement dated September 28, 2022. All capitalized terms herein shall have the meanings set forth in the Agreement; and

WHEREAS, Grantee has requested that certain amendments be made to the Agreement, and Triumph is agreeable to such amendments, on and subject to the terms set forth 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 Grantee hereby agree as follows:

1. **Amendment to Section 5.1. General Requirements.**

The Completion Deadline within Section 5.1 of the Agreement is hereby amended as follows: Grantee agrees to complete the purchase and to cause the renovations of and improvements to the Property by December 31, 2027 (the “**Completion Deadline.**”)

2. **Amendment to Section 7.2(b)(i).** Section 7.2(b)(i) of the Agreement is hereby deleted and replaced in its entirety with the following:

“(i) Chapter 218, Florida Statutes; applicable rules of the Department of Financial Services (DFS); and applicable of the Rules of the Auditor General. Regardless if Section 10.550 Rules of the Auditor General are applicable or not, Grantee shall provide as part of its Audit for any fiscal year in which funds related to the Deepwater Horizon oil spill are received or expended, a report that includes an opinion (or disclaimer of opinion) as to whether the schedule of receipts and expenditures of such funds is presented fairly in all material respects in relation to the financial statements taken as a whole. The report shall be prepared in accordance with AICPA Professional Standards, AU-C Section 725, promulgated by the American Institute of Certified Public Accountants.”

3. Amendment to Section 8.3. Performance Metrics. Section 8.3(a) of the Agreement is hereby deleted and replaced in its entirety with the following:

“(a) **Performance Metric #1:** By the date (the “**Performance Commencement Date**”) which is the earlier of (i) three (3) years after the date that the improvements to the Property and Adjacent Property have been substantially completed as evidenced by a certificate of occupancy, or (ii) December 31, 2027, the Company will have created at least 105 New Jobs (as defined below); and”

4. The Performance Agreement attached as Exhibit “D” to the Agreement is hereby modified as outlined in the First Amendment to the Performance Agreement attached hereto as Exhibit “D” and incorporated herein. All references to the Performance Agreement in the Agreement shall hereafter mean and refer to the Performance Agreement as amended attached hereto as Exhibit “D.”

5. **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 to be executed as of May 12, 2025 (the "Effective Date").

GRANTEE:

BAY COUNTY BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Print Name: Douglas Moore
Title: Chairman

ATTEST:

By: [Signature]
Print Name: Brian Leebrick
Title: County Attorney

Brian D. Leebrick

TRIUMPH:

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

By: Jay Trumbull
Print Name: Jay N Trumbull, Sr.
Title: Chairman

By: Leslie Weiss
Print Name: Leslie Weiss
Title: Treasurer

ATTEST:

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

EXHIBIT "B"

Budget

(See attached)

Project #, name	273 Bay- Project Cast
Budget	\$10,500,000
Estimated construction start date if applicable	Q4 2022
Estimated education component start date if applicable	N/A

		Building & Equipment Purchase, Tenant Improvement	State &/or County Tax Incentives	Total
Please change year # to actual year				
Project Total				
	2022	7,206,413	-	7,206,413
	2023	475,198	13,420	488,618
	2024	620,315	13,420	633,735
	2025	2,112,665	58,570	2,171,235
	2026	-	-	-
	2027	-	-	-
Project Total		10,414,591	85,409	10,500,000
Triumph				
	2022	3,675,000		3,675,000
	2023			-
	2024			-
	2025			-
	2026			-
	2027			-
Triumph Total		3,675,000	-	3,675,000
Grantee				
	2022	3,531,413		3,531,413
	2023	475,198		475,198
	2024	370,315		370,315
	2025	1,862,665		1,862,665
	2026			-
	2027			-
Grantee Total		6,239,591	-	6,239,591
State Sales Tax Exemption on Equipment				
	2022			-
	2023		13,420	13,420
	2024		13,420	13,420
	2025		58,570	58,570
	2026			-
	2027			-
Match Source 1 Total		-	85,409	85,409
University of West Florida IRDF Grant				
	2022			-
	2023			-
	2024	250,000		250,000
	2025	250,000		250,000
	2026			-
	2027			-
Match Source 2 Total		500,000	-	500,000

Exhibit “D”

First Amendment to the Performance Agreement

(See attached)

FIRST AMENDMENT TO PERFORMANCE AGREEMENT

This First Amendment to Performance Agreement (this "**Amendment**") is made and entered into as of _____, 2025, jointly and severally by Mocama Marine LLC, a Florida limited liability company (the "**Company**") and George Barry Skitsko (the "**Principal**") (the Company and the Principal are sometimes individually referred to herein as an "**Obligor**" and collectively as the "**Obligors**"), in favor of and for the benefit of Triumph Gulf Coast, Inc., a Florida not-for-profit corporation ("**Triumph**").

RECITALS:

WHEREAS, Triumph and the Bay County Board of County Commissioners (the "**Grantee**") are parties to that certain Grant Award Agreement dated September 28, 2022 (the "**Grant Agreement**").

WHEREAS, pursuant to the Grant Agreement, and subject to the terms and conditions therein, Triumph has agreed to make a grant to Grantee in the maximum amount of \$3,675,000 (the "**Grant**") to provide partial funding for a project (the "**Project**") to include the purchase and improvement of a 60,000+- square foot facility and related property (the "**Property**") at the original Bay County Industrial Park on Highway 231, a portion of which will be leased by Grantee to the Company or an affiliate.

WHEREAS, it is a condition to Triumph's obligation to make and fund the Grant to Grantee that (i) the Company agree to perform, achieve and satisfy the Performance Metrics (as defined below), and (ii) the Obligors pay the Performance Metric Clawback Amounts (as defined as defined below) in the event that the Performance Metrics are not satisfied.

WHEREAS, the Obligors have agreed to enter into this Agreement, pursuant to which, among other things, the Obligors agree to perform, achieve and satisfy the Performance Metrics and pay to Triumph the Performance Metric Clawback Amount in the event that the Performance Metrics are not satisfied.

WHEREAS, the Obligors will derive a substantial benefit from the making of the Grant to Grantee and the completion of the Project, and thus the Obligors have received and will receive good and valuable consideration for entering into this Agreement.

WHEREAS, Grantee has requested that certain amendments be made to the Grant Agreement, and Triumph is agreeable to such amendments, on and subject to the terms set forth herein.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Obligors agree as follows:

1. **Amendment to Section 3.** Performance Metrics. Section 3(a) of the Performance Agreement is hereby deleted and replaced in its entirety with the following:

(a)Performance Metric #1: By the date (the “Performance Commencement Date”) which is the earlier of (i) three (3) years after the date that the renovations of the Property have been substantially completed as evidenced by a certificate of occupancy or other reasonable evidence, or (ii) December 31, 2027, the Company will have created at least 105 New Jobs (as defined below); and

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

[signature page follows]

IN WITNESS WHEREOF, the Company and the Principal caused this First Amendment to the Performance Agreement be executed as of the day and year first above written.

The Company:

Mocama Marine LLC, a Florida limited liability company

By: East Bay Capital, Inc., a Florida corporation, its Manager

By:

Print Name: George Barry Skitsko

Title: President

The Principal:

George Barry Skitsko