

SECOND AMENDMENT TO
GRANT AWARD AGREEMENT
(Pensacola State College/Project #211)

THIS SECOND AMENDMENT TO GRANT AWARD AGREEMENT (this “**Amendment**”) is made and entered into effective as of the Effective Date (as defined on the signature page below), by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation (“**Triumph**”), and THE DISTRICT BOARD OF TRUSTEES OF PENSACOLA STATE COLLEGE, FLORIDA (“**Grantee**”).

WITNESSETH:

WHEREAS, Triumph and Grantee are parties to that certain Grant Award Agreement dated May 26, 2021, as amended by that certain First Amendment to Grant Award Agreement dated June 5, 2024 (as amended, the “**Agreement**”). All capitalized terms herein shall have the meanings set forth in the Agreement; and

WHEREAS, both Triumph and Grantee have requested that certain amendments be made to the Agreement; and

WHEREAS, both Triumph and Grantee are agreeable to certain amendments to the Agreement as described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Amendment to Budget. The Budget attached as Exhibit “A” to the Agreement is hereby deleted and replaced with the Budget attached hereto as Exhibit “A” and incorporated herein. All references to the Budget in the Agreement shall hereafter mean and refer to the Budget attached hereto as Exhibit “A.”

2. Amendment to Section 3. Section 3 of the Agreement is hereby deleted and replaced in its entirety with the following:

“For contracts and/or purchases exceeding \$325,000, Grantee shall obtain competitive bids when required under the applicable laws, statutes, ordinances, rules and regulations when purchasing services or commodities, or contracting for construction or renovations to public property, and Grantee shall upload a copy of the applicable standards or procedures to Triumph’s SmartSheet system and submit for Triumph review. When awarding contracts according to the applicable laws, statutes, ordinances, rules and regulations, Grantee shall award the contract to the lowest cost qualified responsive bidder considering the selection criteria contained within the solicitation.

Additionally, as more fully explained in Section 5.7, Triumph shall have the right to review and approve, *before Grantee executes or obligates itself in any manner*, any and all contracts that exceed an amount of \$325,000 (including but not limited to continuing service contracts) and/or any and all proposed change orders with a value in excess of \$65,000.”

3. Amendment to Section 4.2. Section 4.2 of the Agreement is hereby amended to include the following paragraphs immediately after the end of the first paragraph of that same section:

“Grantee shall ensure that all Matching Funds are used for the intended purposes and in the amounts and at the times as set forth in the Budget, and Grantee shall provide Triumph with evidence that such Matching Funds have been secured and timely used toward completion of the Project.”

Subparagraph (m) of that same Section 4.2 of the Agreement is hereby amended to include the following language immediately after the phrase, “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 awarding not less than 100 Certificates;”

Subparagraph (p) of that same Section 4.2 of the Agreement is hereby deleted and intentionally omitted, and “Intentionally Omitted.” shall replace the current language.

Subparagraph (q) of that same Section 4.2 of the Agreement is hereby amended as follows:

“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 cumulatively increased or decreased by more than 5%; and/or the Matching Funds have cumulatively increased or decreased by more than 5%;”

4. Creation of Section 4.3, Timing of Request for Funding. Section 4.3 of the Agreement is hereby created as follows:

4.3 Timing of Request for Funding. The City shall submit an Application for Disbursement and satisfactory evidence of the expenditures of Matching Funds no less frequently than once during each twelve (12) month period ending on October 31, unless the Funding Schedule did not require that any Grant funds or Matching Funds be spent during such period. If no Grant funds are expended or requested for a twelve (12) month period ending on October 31, the City shall provide a written explanation or update of such circumstance in the City’s annual report submitted pursuant to Section 5.3 below. Invoices, proof of payment, payroll records, or other evidences of Matching Funds expenditures may not be submitted if they are older than eighteen (18) months. Any invoices, proof of payment, payroll records, or expenditures that are older than eighteen (18) months may not be subject of an Application for Disbursement or counted as Matching Funds, except for

any pre-award Matching Funds described in this Agreement and/or in the Funding Schedule. The final Application for Disbursement and satisfactory evidence of the expenditure of all Matching Funds shall be submitted by the City no later than one hundred eighty (180) days following the Completion Deadline.”

5. Amendment to Section 5.1. Section 5.1 of the Agreement is amended to include the following sentence at the end of the first paragraph:

“Whether any event rises to the level of “*force majeure*” such that a day-for-day extension should be permitted is to be determined in Triumph’s sole discretion.”

6. Amendment to Section 5.2. Section 5.2 of the Agreement is amended to include the requirement that Grantee submit an amended Budget to Triumph in the event that there is a *cumulative* increase or decrease by greater than 5% in the total cost of the Project; in the total Budget; in a particular Budget category; or in Grantee’s portion of Matching Funds. Section 5.2 is additionally amended to provide Triumph with 60 days review period to approve or disapprove a Budget amendment request and to deem the Budget amendment request disapproved if Triumph does not review within the 60-day review period. All other terms and conditions remain the same.

7. Amendment to Section 5.3. Section 5.3 of the Agreement is hereby deleted and replaced in its entirety with the following:

“5.3 Requirement to Provide Reports/Triumph Right to Inspect. The Grant shall be subject to audits and/or monitoring by Triumph. 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 awarding not less than 1,000 Certificates, (d) satisfactory evidence to Triumph that the Certificates awarded to date have been awarded to non-military students who are residents of one of the Affected Counties and/or military, military spouses, and/or military dependent students who are stationed in one of the Affected Counties, and (e) Grantee’s most recent audited financial statements. Grantee’s failure to be making substantial progress toward awarding not less than 1,000 Certificates shall be grounds for suspension or termination of funding any unfunded portion of the Grant.

During the construction portion of the Project, Grantee shall on a quarterly basis to begin after initial groundbreaking and until obtainment of certificate of occupancy or other similar designation, submit to Triumph an activity report, which includes, at a minimum, (a) the progress of construction, (b) the cost of the Project incurred to date, (c) contractor monthly reports, and (d) an overview of planned future activity for the following quarter. Said quarterly construction reports must be submitted one month following the end of each quarter, or on or before April 30, July 31, October 31, and January 31 of each year so monitored. Upon completion of construction, Grantee shall provide Triumph with (a) a certificate of occupancy or other similar designation issued by the applicable governmental agency, and (b) a certificate from the architect certifying that the Project has been completed substantially in accordance with, and without material deviation from, the Plans

and Specifications, and that the Project complies with all applicable laws and ordinances, including but not limited to, applicable building, health, and safety codes, and development orders, and is in all respects ready for occupancy.

In addition, once classes intended for attainment of the Certificates begin, Grantee is required to submit, to begin one month following a full quarter of said classes, a total of four (4) quarterly reports that include, at a minimum, (a) date classes began; (b) total certificates/milestones obtained as of the date of the reporting; (c) enrollment goals; and (d) financial overview. Said quarterly education reports must be submitted on or before April 30, July 31, October 31, and January 31 of the year so monitored.

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 that Triumph may request. Triumph shall have the right to cease further funding of the Grant in the event that Grantee has not timely provided the reports and the certificates described above.”

8. Amendment to Section 5.6. Section 5.6 of the Agreement is hereby deleted and replaced in its entirety with the following:

“Grantee shall upload to SmartSheet for Triumph’s review and approval of any plans and specifications for any construction/renovation and any proposed changes to said plans and specifications prior to bidding or change execution. Triumph shall have fifteen (15) days from receipt of the plans and specifications or proposed change to notify Grantee of its approval or disapproval. If Triumph fails to approve or disapprove of the plans and specifications or proposed change within such fifteen (15) day period, the plans and specifications or proposed change shall be deemed approved. If Grantee fails to upload and notify Triumph, that failure shall be sufficient cause for nonpayment by Triumph.”

9. Amendment to Section to 5.7. Section 5.7 of the Agreement is hereby amended to provide Triumph with the right to review and approve any and all contracts with a value in excess of \$325,000 (including but not limited to continuing service contracts) and/or any and all proposed change orders with a value in excess of \$65,000. All other terms and conditions remain the same.

10. Amendment to Section 5.12. The current Section 5.12 of the Agreement regarding Business Donations is hereby deleted from the Agreement.

11. Creation of New Section 5.12. A new Section 5.12 of the Agreement is hereby created as follows:

“5.12 **Ownership of Improvements.** Grantee acknowledges and agrees that all improvements purchased with Grant funds shall be owned by Grantee.”

12. Amendment to Section 7.1. Section 7.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

“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 this Agreement shall be maintained in the listing along with supporting documentation and be made available upon request to Triumph during the period of this Agreement and for five (5) years after final payment of the Grant is made.”

13. Amendment to Section 7.2. Section 7.2, subparagraph (b)(i) is hereby amended to read in its entirety as follows:

“(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, the City 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;”

14. Creation of Section 10.16. Section 10.16 is hereby created as follows:

“**10.16 Electronic Signatures.** The execution of this Agreement, any amendments or modifications hereto, and any document delivered in connection herewith, may be made by facsimile or electronic transmission. Receipt of the electronic or facsimile transmission shall, for purposes of this Agreement, be deemed to be an original, including signatures thereto.”

15. 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 _____, 2026 (the “**Effective Date**”).

GRANTEE:

THE DISTRICT BOARD OF TRUSTEES OF
PENSACOLA STATE COLLEGE, FLORIDA

By: _____
Print Name: _____
Title: _____

ATTEST:

By: _____
Print Name: _____
Title: _____

TRIUMPH:

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

By: _____
Print Name: _____
Title: Chairman

By: _____
Print Name: _____
Title: Treasurer

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

EXHIBIT "A"
BUDGET/TIMELINE
[see attached]

Exhibit A

211 Pensacola State College Truck Driver Training Program and Facility

Budget: Amended Request 2/11/2026 \$3,862,951.00

Estimated construction start date if applicable 1-Jul-21

Estimated education component start date if applicable Currently underway in temporary facilities

	Category #1- Salaries & Fringe	Category #2- Equipment & Construction	Category #3- Supplies, Cert & Student Fee Waivers, Recruiting	Category #4- Physical Plant Operations	Total
Please change year # to actual year					
Project Total					
Program Start-Up 2020	-	359,475.00	15,525.00	-	375,000.00
July - December 2021	-	549,500.00	-	-	549,500.00
2022	146,923.00	5,033,500.00	25,691.00	410.00	5,206,524.00
2023	267,763.00	712,509.00	99,744.00	72,799.00	1,152,815.00
2024	380,960.00	343,074.00	206,884.00	94,817.00	1,025,735.00
2025	227,048.00	231,390.00	158,087.00	42,849.00	659,374.00
2026	350,805.00	164,296.00	379,403.00	66,145.00	960,649.00
2027	430,000.00	-	100,000.00	90,000.00	620,000.00
2028	366,309.00	-	26,764.00	90,000.00	483,073.00
2029	-	-	-	90,000.00	90,000.00
2030	-	-	-	90,000.00	90,000.00
Jan - Jun 2031	-	-	36,500.00	92,631.00	129,131.00
Project Total	2,169,808.00	7,393,744.00	1,048,598.00	729,651.00	11,341,801.00
Triumph					
2022	146,923.00	1,526,673.00	25,691.00	410.00	1,699,697.00
2023	267,763.00	268,836.00	99,744.00	24,333.00	660,676.00
2024	200,842.00	289,550.00	89,899.00	30,921.00	611,212.00
2025	44,605.00	231,390.00	96,679.00	15,521.00	388,195.00
2026	-	164,296.00	288,560.00	315.00	453,171.00
2027	-	-	-	-	-
2028	-	-	-	-	-
2029	-	-	-	-	-
2030	-	-	-	-	-
2031	-	-	36,500.00	13,500.00	50,000.00
Triumph Total	660,133.00	2,480,745.00	637,073.00	85,000.00	3,862,951.00

Grantee					
2022		2,406,827.00			2,406,827.00
2023		443,673.00		48,466.00	492,139.00
2024	180,118.00	53,524.00	116,985.00	63,896.00	414,523.00
2025	182,443.00		61,408.00	27,328.00	271,179.00
2026	350,805.00		90,843.00	65,830.00	507,478.00
2027	430,000.00		100,000.00	90,000.00	620,000.00
2028	366,309.00		26,764.00	90,000.00	483,073.00
2029				90,000.00	90,000.00
2030				90,000.00	90,000.00
2031				79,131.00	79,131.00
Grantee Total	1,509,675.00	2,904,024.00	396,000.00	644,651.00	5,454,350.00
Match Source 1 - Florida Governor's Job Growth Grant					
Program Start-Up 2020		119,830.00	5,170.00		125,000.00
July - December 2021					-
2022					-
2023					-
2024					-
2025					-
2026					-
Match Source 1 Total	-	119,830.00	5,170.00	-	125,000.00
Match Source 2 - GEERS Rapid Credentialing Grant					
Program Start-Up 2020		239,645.00	10,355.00		250,000.00
July - December 2021					-
2022					-
2023					-
2024					-
2025					-
2026					-
Match Source 2 Total	-	239,645.00	10,355.00	-	250,000.00
Match Source 3 - U.S. Department of Commerce, Economic Development Administration					
Program Start-Up 2020					-
July - December 2021		500,000.00			500,000.00
2022		1,100,000.00			1,100,000.00
2023					-
2024					-
2025					-
2026					-
Match Source 3 Total	-	1,600,000.00	-	-	1,600,000.00
Match Source 4 - Santa Rosa County Board of Commissioners					
Program Start-Up 2020					-
July - December 2021		49,500.00			49,500.00
2022					-
2023					-
2024					-
2025					-
2026					-
Match Source 4 Total	-	49,500.00	-	-	49,500.00