

GRANT AWARD AGREEMENT
(Wakulla County School District)

THIS GRANT AWARD AGREEMENT (“**Agreement**”), made and entered into this 23 day of July, 2018 (the “**Effective Date**”), by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation (“**Triumph**”), and the WAKULLA COUNTY SCHOOL BOARD, a political subdivision of the State of Florida (“**WCSB**”).

WITNESSETH:

WHEREAS, pursuant to its authority under Section 288.8017, Florida Statutes, Triumph has agreed to make a Grant (as defined below) to WCSB, on and subject to the terms and conditions set forth in this Agreement, to provide partial funding for a project (the “**Project**”) for the (i) design and construction of a new school bus garage in Crawfordville, Florida, (ii) design and renovation of the existing school bus garage at Wakulla High School to be used for a career and technical center supporting automotive repair/technician training programs and HVAC technician training programs, and (iii) purchase computers and other equipment for computer labs in four elementary and two middle schools in the Wakulla County School District, all as further described in WCSB’s Application for Funds submitted to Triumph on February 12, 2018, as amended and supplemented on April 3, 2018 (the “Grant Application”), which Grant Application is incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to (i) award the Grant, (ii) state the terms and conditions upon which the Grant will be disbursed, and (iii) set forth certain requirements as to the manner in which the Project will be undertaken and completed.

2. **Grant Award.** On and subject to the terms and conditions set forth herein, Triumph hereby agrees to make a grant to WCSB in the aggregate maximum amount of Three Million Nine Hundred Twenty Six Thousand Eight Hundred Sixty Seven and 00/100 Dollars (\$3,926,867.00) (the “**Grant**”) to provide partial funding for the Project; provided, however, that the maximum amount of the Grant is subject to reduction as provided in Section 4.9 below.

3. **Disbursement of Grant:**

3.1 **Disbursement.**

(a) **Initial Disbursement.** One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00) of the Grant shall be disbursed to WCSB within thirty (30) days of the Effective Date (the “**Initial Disbursement**”). The Initial Disbursement shall be used solely to purchase computers and

other equipment for computer labs in four elementary and two middle schools in the Wakulla County School District, all as further described in the Grant Application (the “**Technology Items**”). Within thirty (30) days after WCSB’s actual purchase of the Technology Items, WCSB shall deliver to Triumph copies of receipts and proof of payment. None of the Initial Disbursement shall be used as a reimbursement of items purchased by WCSB prior to the Effective Date.

(b) **Subsequent Disbursements of Grant.** After the Initial Disbursement is made, the remaining balance of the Grant shall be used solely for (i) design and construction of a new school bus garage in Crawfordville, Florida, and (ii) design and renovation of the existing school bus garage at Wakulla High School to be used for a career and technical center supporting automotive repair/technician training programs and HVAC technician training programs, all as more particularly described in the Grant Application (collectively, the “**Construction**”), and shall be disbursed as follows:

- (i) First, before any subsequent disbursements of the Grant are made in accordance with subparagraph (ii) below, WCSB shall have paid all of the \$375,000 matching funds described in the Grant Application (the “**Matching Funds**”) to architects, engineers, contractors, materialmen, and other vendors performing the Construction under contracts for the Construction (each, a “**Contract**,” and collectively, the “**Contracts**”).

- (ii) Thereafter, WCSB shall submit to Triumph one or more Requests for Disbursement on the form attached hereto as **Exhibit “A”** and incorporated herein (“**Request for Disbursement**”), which shall include (A) invoices from architects, engineers, contractors, materialmen, and other vendors performing the Construction under Contracts; (B) documentation evidencing the completion of the work that is the subject of the invoices, and (C) such other documents as Triumph shall require in order to determine that the requested disbursement is consistent with the purposes of the Grant, including, with respect to the first Request for Disbursement, evidence that WCSB paid the entire Matching Funds to architects, engineers, contractors, materialmen, and other vendors performing the Construction under Contracts. WCSB shall not submit more than four (4) Requests for Disbursement in any single calendar month. All amounts disbursed to WCSB pursuant to a Request for Disbursement shall then be paid by WCSB to architects,

engineers, contractors, materialmen, and other vendors performing the Construction under Contracts or, to the extent that WCSB has already paid amounts due under Contracts for work or materials described in the Request for Disbursement, such amounts already paid shall be retained by WCSB as a reimbursement for such payments. None of the amounts paid by WCSB in connection with the invoices submitted in an Request for Disbursement and then disbursed by Triumph shall also have been or will in the future be in any manner (a) reimbursed, returned, refunded, rebated, or otherwise credited to, WCSB by any contractor, materialman, vendor, or any other person or entity, or (b) paid, reimbursed, returned, refunded, rebated, or otherwise credited to WCSB 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 WCSB shall not receive payments, refunds, reimbursements, rebates or credits from any sources in amounts collectively exceeding 100% of the invoices under each Contract. All amounts disbursed pursuant to a Request for Disbursement shall be paid to architects, engineers, contractors, materialmen, and other vendors performing the Construction under Contracts or, to the extent WCSB has already paid amounts due under Contracts, retained by WCSB as a reimbursement for such payments.

3.2 Conditions to Triumph's Obligations to Disburse the Grant. Within forty-five (45) days of receipt of a Request for Disbursement under Section 3.1(b)(ii) above, Triumph shall either approve or disapprove of the Request for Disbursement in a written notice to WCSB. If Triumph approves the Request for Disbursement, then it shall disburse the approved amount to WCSB within thirty (30) days after delivery of the notice of approval. If Triumph disapproves the Request for Disbursement, Triumph shall state in the notice of disapproval the reasons for such disapproval. If the stated reasons for disapproval can be cured by WCSB's submittal of missing or corrective items, WCSB shall have thirty (30) days following receipt of the notice of disapproval to submit such missing or corrective items. If Triumph fails to approve or disapprove of the Request for Disbursement within forty-five (45) days of receipt, such Request for Disbursement shall be deemed disapproved.

Reasons for disapproving a Request for Disbursement must include one or more of the following:

- (a) Missing or incomplete documentation required under Section 3.1(b)(ii)(A)-(C) above;

- (b) The Request for Disbursement seeks disbursement for more than the amounts actually invoiced by contractors, materialmen, or vendors under the Contracts;
- (c) The amount requested for disbursement under the Request for Disbursement, together with all amounts previously disbursed under the Grant, would exceed the \$3,926,867 maximum amount of the Grant;
- (d) WCSB 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 this Agreement;
- (e) There is any pending litigation with respect to the performance by WCSB of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or disbursement of the Grant;
- (f) WCSB has taken any action pertaining to the Project which, under this Agreement, requires the approval of Triumph, and WCSB failed to obtain such approval;
- (g) There has been a violation of the prohibited interests provisions of Section 8.2 of this Agreement;
- (h) WCSB is in violation, default, or breach of or under any provision of this Agreement;
- (i) WCSB is in breach of any representation or warranty contained in this Agreement;
- (j) Any federal, state, or local agency (including WCSB) 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) WCSB has failed to pay, and failed to provide Triumph with evidence of payment of, the Matching Funds toward completion of the Project.
- (l) Prior to the Completion Deadline (as defined in Section 4.1 below), WCSB has abandoned or discontinued the Project, or for any reason the commencement, prosecution, or timely completion of the Project by WCSB is rendered improbable, infeasible, impossible, or illegal;
- (m) All or any portion of the requested disbursement includes disbursement for improvements that are outside the scope of the Project that is contemplated under the Budget (as defined below);

- (n) One or more of the Contracts have been modified, amended, or terminated without the prior consent or approval of (i) Triumph, or (ii) the State of Florida, or (iii) any executive agency thereof that is subject to budget oversight authority of the Florida Legislature; provided, however, that any change order under \$10,000 shall not be subject to approval under this Agreement; or
- (o) WCSB shall have failed to make reasonable good faith efforts to obtain Business Donations in accordance with Section 4.9 below, and/or shall have failed to provide Triumph with satisfactory evidence of such efforts. Such evidence shall include a spreadsheet listing the Business Donations, the donors, and WCSB's determination of the fair market value of the Business Donations, together with the latest sample form of letter or other communication requesting such Business Donations.

4 Completion of the Project:

4.1 General Requirements. WCSB shall commence, and complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement and all applicable laws. WCSB agrees to complete the Project on or before November 30, 2021 (the "**Completion Deadline**"). If WCSB does not complete the Project by such date, Triumph's obligation to make the Grant will expire unless an extension of the time period is requested by WCSB and granted in writing by Triumph prior to such expiration date. Notwithstanding the foregoing, the Completion Deadline shall be extended on a day-for-day basis by reason of *force majeure* events. The term "*force majeure*" as used herein shall mean that which is beyond the control of WCSB, including, but not limited to, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States, or of the state or any civil or military authority, insurrections, riots, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies, or any acts or omissions of third parties not WCSB's control, and other such events or circumstances which are beyond the control of WCSB despite all reasonable efforts to prevent, avoid, delay, or mitigate such causes, and to include acts of God (such as epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts and adverse weather conditions).

4.2 Total Project Cost. The total estimated cost of the Project is \$ \$4,301,867, of which WCSB shall pay using the \$375,000 in Matching Funds and \$3,926,867 shall be provided by the Grant. The total estimated cost of the Project is based upon the budget set forth in **Exhibit "B"** attached to and incorporated into this Agreement (the "**Budget**"). WCSB shall monitor the Budget and submit an amended Budget to Triumph in the event that the Budget increases or decreases by greater than five percent (5%) in the aggregate of the total cost of the Project. Any increase or decrease by greater than five percent (5%) in the aggregate of the total cost of the Project as compared to the most recently approved Budget shall require approval of Triumph. Triumph shall have fifteen (15) days from the receipt of a proposed amended Budget to notify WCSB of its approval or disapproval of such change. If Triumph fails to approve or

disapprove the amended Budget within such fifteen (15) day period, the amended Budget shall be deemed approved as submitted. If WCSB fails to obtain Triumph's approval or deemed approval, that failure shall be sufficient cause for nonpayment by Triumph as provided in Section 3.2(f). Using its own funds and funds from other grants, WCSB 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 disburse to WCSB, on and subject to the terms and conditions set forth herein, a portion of the costs and expenses to be paid by WCSB at the time(s) of such disbursement. The schedule of completion of the Project shall be developed by Triumph and WCSB as Contracts and change orders are approved as provided herein, and executed by WCSB, such schedule shall be updated and revised from time to time by Triumph and WCSB (the "**Completion Schedule**"). WCSB shall take all steps reasonably necessary to maintain the Completion Schedule. WCSB shall notify Triumph of any anticipated changes to the Completion Schedule and shall work with Triumph to update and revise the Completion Schedule such that it reflects the anticipated schedule of completion of the Project.

4.3 Requirement to Provide Reports/Triumph Right to Inspect. WCSB shall submit to Triumph such data, reports, records, contracts and other documents relating to the Project as Triumph may require. During the Construction portion of the Project, WCSB shall on a quarterly basis submit to Triumph an activity report which outlines the progress of Construction and the cost of the Project incurred to date. Upon completion of the Project, WCSB shall send Triumph a notice certifying that the Project was completed in accordance with the plans and specifications, the Contracts, and all applicable standards, statutes, rules and regulations, including all applicable laws regarding public records, labor laws, and civil rights laws. Within thirty (30) days after receipt of certification of completion, Triumph and/or its agents, engineers, and consultants shall have the right to inspect the Project to determine if it was in fact completed in accordance with the plans and specifications. If so, and subject to Triumph's receipt of an approved Request for Disbursement in accordance with Sections 3.1(b)(ii) and 3.2 above, Triumph shall disburse final payment of the Grant to WCSB; if not, no Grant funds shall be disbursed unless and until WCSB promptly corrects any deficiencies and Triumph thereafter determines that it was finally completed in accordance with the plans and specifications. In connection with its inspection of the Project, WCSB shall make available to Triumph copies of any and all invoices, contracts, plans and specifications, and other documentation relating to the construction and completion of the Project. Once construction is completed and Triumph has approved such completion, and until such time as WCSB has achieved at least one of the performance metrics described in Section 7.3 below, WCSB shall, on an annual basis within thirty (30) days of the end of its fiscal year, submit to Triumph an activity report on the operations of the Project and the progress of satisfaction of the performance metrics set forth in Section 7.3 below, which reports shall include, among other things, its most recent audited financial statements. Triumph shall have the right, at any time and from time to time upon reasonable notice to WCSB, to access the Project and inspect the work being performed or as completed.

4.4 Insurance. WCSB shall keep and maintain or cause to be maintained casualty insurance on all equipment and improvements that constitute the Project, the cost of which was in whole or in part disbursed using the Grant, but only to the extent that such equipment and improvements can in fact be insured. In the event of the loss of such equipment or improvements,

WCSB shall either replace the equipment or improvements or reimburse Triumph to the extent the Grant was used to purchase or construct such equipment or improvements.

4.5 Compliance with Applicable Laws, Including Environmental Regulations. WCSB shall obtain all required clearances and permits required for the Construction from the appropriate permitting authorities. WCSB covenants and agrees that the Construction will be carried out in conformance with all applicable federal, state and local statutes, rules and regulations, and standards, including, but not limited to, applicable environmental laws and regulations including the securing of any applicable permits. WCSB will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits.

4.6 Plans and Specifications. Triumph shall have the right to review and approve the plans and specifications for the Construction and any proposed changes to said plans and specifications. Triumph shall have thirty (30) days from receipt of the plans and specifications or proposed change to notify WCSB of its approval or disapproval. If Triumph fails to approve or disapprove of the plans and specifications or proposed change within such thirty (30) day period, the plans and specifications or proposed change shall be deemed approved. If WCSB fails to obtain approval from Triumph, that failure shall be sufficient cause for nonpayment by Triumph as provided in Section 3.2(f).

4.7 Contracts: Triumph shall have the right to review and approve any and all proposed Contracts and any proposed change orders to said Contracts before WCSB executes or obligates itself in any manner; provided, however, that any Contract or change order that was approved by either (i) the State of Florida, or (ii) any executive agency thereof that is subject to budget oversight authority of the Florida Legislature shall not require Triumph's approval. Any change order to any Contract under \$10,000 shall also not be subject to approval under this Agreement. Triumph shall have fifteen (15) days from receipt of a proposed Contract or change order to notify WCSB of its approval or disapproval of such Contract or change order. If Triumph fails to approve or disapprove of a Contract or change order within such fifteen (15) day period, the subject Contract or change order shall be deemed approved. If WCSB fails to obtain approval from Triumph or the State of Florida or any executive agency thereof that is subject to budget oversight authority of the Florida Legislature, that failure shall be sufficient cause for nonpayment by Triumph as provided in Section 3.2(f). Triumph also reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of same.

4.8 Compliance with Consultants' Competitive Negotiation Act. WCSB shall be deemed an "Agency" under, and shall comply in full with, the provisions of Chapter 287.055, Florida Statutes, Consultants' Competitive Negotiation Act with respect to engineering, architecture or surveying services, and shall certify to Triumph that all selections have been accomplished in compliance with said statute.

4.9 Business Donations. WCSB shall make reasonable good faith efforts, up until the Completion Deadline, to solicit and obtain financial contributions to support the Project and/or in-kind contributions of services and/or computers and other equipment from businesses

and industry that would support the Project (“**Business Donations**”). Such reasonable good faith efforts shall include sending letters to area businesses, building a file or database of business names in area to annually solicit donations, and maintaining records of donations. WCSB shall provide Triumph with documentation and other evidence of such reasonable good faith efforts, which documentation shall include, but not be limited to, WCSB’s good faith estimate of the fair market value of such Business Donations. The maximum amount of the Grant shall be reduced by an amount equal to fifty percent (50%) of the fair market value of any Business Donations. Triumph shall have the right to approve, disapprove, or modify WCSB’s good faith estimate of the fair market value of such Business Donations.

5. Representations and Warranties of WCSB. WCSB hereby makes the following representations and warranties to Triumph, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing Triumph to enter into this Agreement, and in reliance on which Triumph has entered into this Agreement, and such representations and warranties shall be deemed made as of the date hereof, as of the dates on which WCSB submits an Request for Disbursement, and as of the dates on which WCSB receives any disbursement of the Grant:

(a) **Organization; Power and Authority.** WCSB is a political subdivision of the State of Florida, and has all requisite power and authority to own, lease, and operate its properties and to carry on its affairs as currently conducted.

(b) **Authorization and Binding Obligation.** WCSB has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of WCSB. This Agreement has been duly executed and delivered by WCSB and, assuming the due authorization, execution, and delivery of this Agreement by Triumph, constitutes the legal, valid, and binding obligation of WCSB, enforceable against WCSB in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

(c) **No Violations.** The execution and delivery by WCSB of this Agreement and the performance by it of the transactions contemplated hereby does not (i) conflict with or result in a breach of any provision of WCSB's certificate of incorporation, certificate of formation, bylaws, or similar corporate document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of WCSB’s loan agreements, indentures, material agreements or other material instruments or (iii) violate any applicable law or regulation. WCSB has not been convicted of a “public entity crime” (as such term is defined in Section 287.133 of the Florida Statutes) nor has WCSB been placed on the “discriminatory vendor list” (as such term is defined in Section 287.134 of the Florida Statutes). Neither WCSB nor any person or entity that possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of

WCSB, is listed on the Specially Designated Nationals List or the Foreign Sanctions Evaders List, in each case, as maintained by the United States Department of the Treasury. Neither WCSB nor its officers, directors, agents, distributors, employees, or other persons or entities acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money or anything of value to a government official or to obtain or retain business for any person or entity in violation of applicable law.

(d) **No Material Adverse Change.** No event, change or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the assets, operations or financial condition of WCSB, or the Project, in each case, since the date of the Grant Application.

(e) **Litigation; Compliance with Laws.** No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental WCSB is pending or, to the knowledge of WCSB, threatened by or against WCSB or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the assets, operations, or financial condition of WCSB, the Project, or WCSB's ability to perform its obligations under this Agreement. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, any other prosecutorial or law enforcement authority in the State of Florida, or any regulatory body in the State of Florida is pending or, to the knowledge of WCSB, threatened by or against WCSB in, or with respect to any conduct in, the State of Florida. No permanent injunction, temporary restraining order or similar decree has been issued against WCSB which, individually or in the aggregate, could reasonably be expected to have a material and adverse effect on the assets, operations, or financial condition of WCSB, the Project, or WCSB's ability to perform its obligations under this Agreement. Neither WCSB, nor any of its material properties or assets has in the last three years been in violation of, nor will the continued operations of its material properties and assets as currently conducted, violate any law, rule, or regulation applicable to WCSB (including any zoning or building ordinance, code or approval, or any building permit where such violation or default would be material to WCSB), or is in default with respect to any judgment, writ, injunction, decree, or order applicable to WCSB of any governmental WCSB, in each case, where such violation or default could, individually or in the aggregate, reasonably be expected to result in a material and adverse effect on the assets, operations, or financial condition of WCSB, the Project, or WCSB's ability to perform its obligations under this or constitutes a crime under the laws of the United States, Florida, or any other state or territory of the United States.

(f) **Express Representations and Warranties: No Material Misstatements.** All statements made by WCSB in the Grant Application were true, complete, and correct. Triumph shall be deemed to have relied upon the express statements, representations and warranties set forth herein and in the Grant Application notwithstanding any knowledge on the part of Triumph of any untruth of any such representation or warranty of WCSB

expressly set forth in this Agreement, regardless of whether such knowledge was obtained through Triumph's own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit or schedule (other than forward-looking statements and projections) furnished by WCSB to Triumph in connection with the Grant Application and/or the negotiation of this Agreement, or delivered pursuant to this Agreement, when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

(g) **WCSB Matching Funds.** WCSB has on hand as its own funds of not less than \$375,000.00 as the Matching Funds dedicated to completion of the Project as contemplated in the Grant Application.

(h) **Bonus or Commission.** WCSB has not paid, and agrees not to pay, any bonus or commission for the purpose of obtaining an approval of the Grant Application or the entering into of this Agreement.

6. Accounting and Records.

6.1 Establishment and Maintenance of Accounting Records. WCSB shall establish separate accounts to be maintained within its existing accounting system or establish independent accounts with respect to the Project. Such accounts are referred to herein collectively as the "Project account." Records of costs incurred under terms of this Agreement shall be maintained in the Project account and made available upon request to Triumph at all times during the period of this Agreement and for eight (8) years after final payment of the Grant is made. Copies of these documents and records shall be made available to Triumph upon request. Records of costs incurred include WCSB's general accounting records and the Project records, together with supporting documents and records, of WCSB and all consultants performing work on the Project and all other records of WCSB and consultants considered necessary by Triumph for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the eight (8) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.2 Audits. The administration of the Grant and any federal, state, or local resources awarded to WCSB may be subject to audits and/or monitoring by Triumph. The following requirements do not limit the authority of Triumph to conduct or arrange for the conduct of additional audits or evaluations of the Grant and federal, state, or local awards or funding, or limit the authority of Triumph or any state agency inspector general, the State of Florida Auditor General, or any other state or federal official. WCSB shall comply with all audit and audit reporting requirements as specified below.

(a) In addition to reviews of audits conducted in accordance with Chapter 218, Florida Statutes, monitoring procedures to monitor WCSB's use of the Grant may include but not be limited to on-site visits by Triumph and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to the Grant awarded by Triumph by this Agreement. By entering into this Agreement, WCSB agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by Triumph. WCSB further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by Triumph, the Florida Department of Financial Services (DFS), or the State of Florida Auditor General.

(b) WCSB, as a recipient of state financial assistance awarded by Triumph through this Agreement and Section 11.45(2)(d) of the Florida Statutes, is subject to the following requirements:

(i) Chapter 218, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.800 (district school boards) of the Rules of the Auditor General.

(ii) In accordance with Chapters 10.800 (district school boards) of the Rules of the Auditor General and Section 11.45(2)(d) of the Florida Statutes, the State of Florida Auditor General shall conduct an annual financial audit of WCSB. Once completed, the audit report shall be submitted to Triumph at the address set forth in Section 9.10 below.

(iii) Upon receipt, and within six months, Triumph may review WCSB's corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the Grant provided through Triumph by this Agreement. If WCSB fails to have an audit conducted consistent with Chapter 218, Florida Statutes, Triumph may take appropriate corrective actions to enforce compliance.

(iv) As a condition of receiving the Grant, WCSB shall permit Triumph, or its designee, DFS or the Auditor General access to WCSB's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

(v) WCSB shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of eight (8) years from the date the audit report is issued and shall allow Triumph, or its designee, DFS or State of Florida Auditor General access to such records upon request. WCSB shall ensure that the audit working papers are made available to Triumph, or its designee, DFS or State of Florida Auditor General upon request for a period of eight (8) years from the date the audit report is issued unless extended in writing by Triumph.

6.3 Public Records. The parties acknowledge that each are public entities and, as such, are obligated to comply with the provisions of Chapter 119 of the Florida Statutes applicable to this Agreement as the same may be limited or construed by other applicable law. In the event that either party receives a request for a "public record" (as such term is defined in Section 119.011 of the Florida Statutes) in connection with this Agreement, that party shall provide written notice to the other party of such request as soon as practicable after that parties receipt of such request. If either party submits records to the other party that are confidential and exempt from public disclosure as trade secrets pursuant to Section 288.075 (3) of the Florida Statutes or proprietary confidential business information pursuant to Section 288.075(4) of the Florida Statutes, such records should be marked accordingly by the submitting party prior to submittal to the other party. In the event that either parties claim of exemption asserted in response to the submitting parties assertion of confidentiality is challenged in a court of law. The submitting party shall defend, assume and be responsible for all fees, cost s and expenses in connection with such challenge. It is expressly understood and agreed that all Back-up Data (as defined in Section 7.3 below) and performance metrics under Section 7.3 below shall be deemed "public records" under Section 119.011 of the Florida Statutes.

7. Termination or Suspension of Project/Breach of Agreement/Failure to Achieve Performance Metrics/Clawback of Grant:

7.1 Termination, Suspension, or Expiration of Project. If WCSB abandons, suspends, or discontinues the Project, or fails to complete the Project by the Completion Deadline set forth in Section 4.1 above (subject to *force majeure* events), or for any other reason, the commencement, prosecution, or timely completion of the Project by WCSB is rendered improbable, infeasible, impossible, or illegal, Triumph shall have the right, by written notice to WCSB, to (i) suspend any further disbursements of the Grant and/or any or all of Triumph's other obligations under this 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, then in accordance with Section 7.4 below WCSB shall upon written demand by Triumph repay to Triumph all portions of the Grant theretofore disbursed to and received by WCSB.

7.2 Breach of Agreement. In the event WCSB shall (i) have made any misrepresentation 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 this Agreement, (ii) have breached a representation or warranty made in this Agreement, and/or (iii) have breached, violated, or is in any way in default under any of its obligations under this Agreement, then in accordance with Section 7.4 below WCSB shall upon written demand by Triumph repay to Triumph all portions of the Grant theretofore disbursed to and received by WCSB.

7.3 Performance Metrics. In the event WCSB fails to timely achieve at least one of the three (3) following performance metrics set forth in subparagraphs (a), (b), and (c) below, then in accordance with Section 7.4 below WCSB shall upon written demand by Triumph repay to Triumph all portions of Grant theretofore disbursed to and received by WCSB:

1. **Performance Metric #1:** For the 2022-2023 school year, there shall have been issued at least 300 certifications in K-5 digital tools, 50 certifications in grades 6 - 8 digital tools, 30 certifications in HVAC, and 30 certifications in Automotive.

2. **Performance Metric #2:** Between the beginning of the 2019-2020 school year and the end of the 2022-2023 school year, in the aggregate at least seventy percent (70%) of those enrolled in the K-5 digital tools, grades 6 - 8 digital tools, HVAC, and Automotive certification program actually complete the program and obtain a certificate.

3. **Performance Metric #3:** Based on State of Florida datasets on wages paid to individuals (adjusted for regional cost of living differences), between the beginning of the 2019-2020 school year and the end of the 2022-2023 school year with respect to those students that have graduated from the post-secondary program and for whom employment wage data is available from the State of Florida, one year after certification, or within three (3) months after data becomes available with the Department of Education, at least one-half of the students, shall have wages (appropriately de-identified) equal to or greater than the average entry-level wage for that occupation in this geographic area as identified by CareerSource Florida or a similar source approved for this purpose by Triumph.

The calculation of the number of certifications and the other performance metrics shall be made by Rick Harper or another similarly qualified economist or analyst selected by Triumph.

At any time and from time to time, upon written request by Triumph, WCSB shall within ten (10) days of such request, deliver to Triumph such data, reports, payroll records, financial statements and reporting, and other documents, instruments, and information, as well as

its State of Florida employment reporting forms (collectively, “**Back-up Data**”) as Triumph requires in order to determine whether WCSB achieved any or all of the above performance metrics. WCSB’s refusal or failure to timely provide any requested Back-up Data shall, for purposes of Section 7.4 below, be deemed WCSB’s failure to timely achieve all of the above performance metrics.

7.4 Clawback of Grant: Upon the occurrence of any of the events described in Sections 7.1 or 7.2 above, or in the event WCSB fails to timely achieve at least one of the three (3) performance metrics described in Sections 7.3(a), (b), or (c) above, then, upon written demand by Triumph, WCSB shall within thirty (30) days of such demand repay to Triumph all amounts of the Grant that were theretofore disbursed to and received by WCSB, together with interest at the rate *Wall Street Journal Prime Rate* plus three percent (3%) per annum on such amounts to be repaid. Such interest shall accrue commencing on the date of such written demand by Triumph and shall continue to accrue until the amount demanded is repaid in full. Notwithstanding the foregoing, Triumph shall have the discretion to waive, reduce, extend, or defer any amounts due under this Section 7.4 if it determines in its sole and absolute discretion that (i) a breach of a representation and warranty herein or in the Grant Application, or a breach, violation, or default of or under any other provision of this Agreement, was not material in nature, (ii) based on quantitative evidence, the performance metrics were not achieved due to negative economic conditions beyond WCSB’s reasonable control, (iii) WCSB made a good faith effort to achieve full performance of at least one of the performance metrics and its failure to do so does not substantially frustrate the general purpose of the Grant, and/or (iv) based on quantitative evidence, the effects of a named hurricane or tropical storm, or specific acts of terrorism, adversely affected WCSB’s ability to achieve at least one of the performance metrics.

8. Restrictions, Prohibitions, Controls, and Labor Provisions:

8.1 Equal Employment Opportunity. In connection with the carrying out of the Project, WCSB shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. WCSB will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin.

8.2 Prohibited Interests. Except as otherwise permitted under Section 112.313(12), Florida Statutes, WCSB shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of WCSB, or any entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

1. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
2. WCSB shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before WCSB by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of WCSB.
3. The provisions of this subsection shall not be applicable to any agreement between WCSB and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between WCSB and an agency of state government.

8.3 Interest of Members of, or Delegates to, Congress or Legislature. No member or delegate to the Congress of the United States, or member of the State of Florida legislature, or any director, staff member, or consultant of Triumph, shall be permitted to share in or be a part of this Agreement or any benefit arising hereunder.

8.4 Lobbying. Pursuant to Sections 11.062 and 216.347 of the Florida Statutes, WCSB shall use no portion of the Grant for the purpose of lobbying the Florida Legislature, executive branch, judicial branch, any state agency, or Triumph.

8.5 Grant Funds. WCSB acknowledges and agrees that the funds for the Grant are not and shall not be deemed a general obligation of the State of Florida, nor is the Grant or this Agreement backed by the full faith and credit of the State of Florida. Triumph's obligation to disburse the Grant or any portion thereof is expressly contingent upon Triumph having sufficient funds on hand to fund the Grant. If for any reason such funds are not retained by Triumph, are depleted, are frozen or sequestered, or are in any manner unavailable for full or partial disbursement to WCSB and/or other awardees of grants, Triumph shall not be obligated to make disbursements hereunder and shall therefore not be deemed to be in breach of this Agreement. To the extent some funds are available to for disbursement to WCSB and other awardees of grants, Triumph shall allocate such funds among WCSB and such other awardees in such amounts as it shall determine in its sole and absolute discretion.

9. Miscellaneous Provisions:

9.1 Triumph Not Obligated to Third Parties. Triumph shall not be obligated or liable hereunder to any party other than WCSB.

9.2 When Rights and Remedies Not Waived. In no event shall the making by Triumph of any payment to WCSB constitute or be construed as a waiver by Triumph of any breach of covenant or any default which may then exist, on the part of WCSB, and the making of such payment by Triumph while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to Triumph with respect to such breach or default.

9.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

9.4 Contractual Indemnity. To the extent provided by Section 768.28, Florida Statutes, WCSB shall indemnify, defend, and hold harmless Triumph and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by WCSB, its agents, or employees, during the performance of the Agreement, except that neither WCSB, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Triumph or any of its officers, agents, or employees during the performance of the Agreement. Nothing in this Agreement shall be construed as a waiver by WCSB of any sovereign immunity protections that may be provided by Section 768.28, Florida Statutes. When Triumph receives a notice of claim for damages that may have been caused by WCSB in the performance of services required under this Agreement, Triumph will immediately forward the claim to WCSB. WCSB and Triumph will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, Triumph will determine whether to require the participation of WCSB in the defense of the claim or to require that WCSB defend Triumph in such claim as described in this Section 9.4. Triumph's failure to promptly notify WCSB of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by WCSB. Triumph and WCSB will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

9.5 Non-Assignment. WCSB shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Triumph, which consent may be withheld in Triumph's sole and absolute discretion. Triumph shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice to WCSB. Any attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*.

9.6 Florida Substitute Form W-9. WCSB shall register its W-9 on the Florida Department of Financial Services' website (<http://flvendor.myfloridacfo.com>) and register as a vendor on the MyFloridaMarketPlace website (<http://myfloridamarketplace.com>). Notwithstanding anything in this Agreement to the contrary, Triumph shall not authorize the disbursement of any portion of the Grant to WCSB unless and until WCSB has a verified Substitute Form W-9 on file with the Florida Department of Financial Services and is registered as a vendor with the Florida Department of Management Services.

9.7 Construction: Interpretation. The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term “this Agreement” means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. The use in this Agreement of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the parties hereto. Time is of the essence with respect to the performance of all obligations under this Agreement. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

9.8 Preservation of Remedies; Severability. No delay or omission to exercise any right, power, or remedy accruing to either party hereto upon breach or default by either party hereto under this Agreement, will impair any such right, power, or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect.

9.9 Entire Agreement; Amendment; Waiver. This Agreement embodies the entire agreement of the parties hereto with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of WCSB and the authorized officer of Triumph. No waiver by a party hereto of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party hereto shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

9.10 Notices. All notices and demands to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered, (ii) when transmitted via facsimile to the number set out above if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a reputable national overnight air courier service, or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid. Notices and shall be sent to the applicable address set forth below, unless another address has been previously specified in writing in accordance with this Section 9.10:

If to Triumph:

Triumph Gulf Coast, Inc.
P.O. Box 12007
Tallahassee, FL 32317
Attention: Executive Director

If to WCSB:

Wakulla County School District
Post Office Box 100
Crawfordville, Florida 32326
Attention: Chief Academic Officer

9.11 Attorney's Fees. In the event litigation arises (at the trial or appellate level) in connection with this Agreement, the prevailing party will be entitled to be reimbursed for all costs incurred in connection with such litigation, including without limitation reasonable attorneys' fees and costs.

9.12 TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE PARTIES HERETO WAIVE TRIAL BY JURY IN RESPECT OF ANY CLAIM, DISPUTE OR ACTION ARISING OUT OF, RELATED OR PERTAINING TO THIS AGREEMENT, THE GRANT APPLICATION, AND/OR THE GRANT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE AND EACH PARTY HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. EACH PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

9.13 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

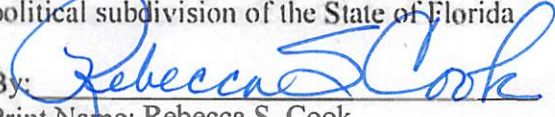
9.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement be executed as of the day and year first above written.

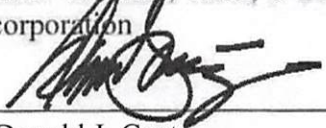
WCSB:

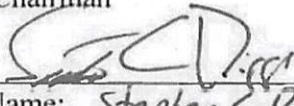
Wakulla County School District, Florida, a political subdivision of the State of Florida

By: 
Print Name: Rebecca S. Cook
Title: Chairman

TRIUMPH:

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

By: 
Print Name: Donald J. Gaetz
Title: Chairman

By: 
Print Name: Stephen E. Ricc
Title: Treasurer

ATTEST:

By: 
Print Name: Robert Pearce
Title: Secretary

ATTEST:

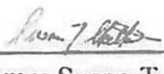
By: 
Print Name: Susan T. Skelton
Title: Secretary

EXHIBIT "A"

Form of

Request for Disbursement of Grant

Pursuant to Section 3.1(b)(ii) of that certain Grant Award Agreement dated _____, 2018 (the "Agreement"), by and between the Wakulla County School District ("WCSB") and Triumph Gulf Coast, Inc. ("Triumph"), WCSB hereby requests a disbursement from the Grant (as defined in the Agreement) as follows:

1. Invoices/Purchase Orders/Contracts to WCSB (List all that are the subject of this Request):

Contractor/Materialman/Vendor	Amount of Invoice/Cost of Service or Material
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Invoices:	\$ _____

2. Amount of Grant Disbursement Requested Hereby:

\$ _____

3. (a) Amounts of Grant Previously Disbursed Under the Agreement: \$ _____
- (b) Amount of Disbursement Requested in Item 2 Above: \$ _____
- (c) Cumulative Amounts Disbursed from Grant if this Request is Approved (add (a) and (b) above): \$ _____
- (d) 50% of Fair Market Value of Business Donations (as defined in Section 4.9 of the Agreement) received since the last Request for Disbursement: \$ _____
- (e) Cumulative 50% of Fair Market Value of Business Donations received to date, including (d) above: \$ _____
- (f) Remaining Amount of Grant to be disbursed (\$3,926,867 minus the amounts in (c) and (e) above): \$ _____

4. Attached hereto are (1) true, correct, and complete copies of the invoices referenced in Item 1 above, (2) photographs and/or reports evidencing the completion of the work that is the subject of the invoices referenced in Item 1 above, (3) true, correct, and complete copies of documentation evidencing Business Donations received since the last Request for Disbursement and the estimated fair market value thereof, and (4) true, correct, and complete copies of documentation evidencing WCSB's reasonable good faith efforts to solicit and obtain Business Donations since the last Request for Disbursement. The following additional information is also attached:
-
-

5. None of the amounts paid by WCSB in connection with the invoices described in Item 1 above for which disbursement is requested hereunder shall also have been or will in the future be in any manner (a) reimbursed, returned, refunded, rebated, or otherwise credited to, WCSB by any contractor, materialman, vendor, or any other person or entity, or (b) paid, reimbursed, returned, refunded, rebated, or otherwise credited to WCSB 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.
6. None of the Contracts under which amounts paid by WCSB in connection with the invoices described in Item 1 above have heretofore been modified, amended, or terminated, except as otherwise approved by Triumph.
7. WCSB has paid not less than \$375,000 of its own funds to contractors, materialmen, and other vendors performing the Construction under Contracts for the Project (as such terms are defined in the Agreement). Invoices and evidence of such payment is attached. (Note: this #7 is only applicable to the first Request for Disbursement).

The undersigned, in his capacity as _____ of WCSB, Florida, hereby certifies to Triumph that the above statements are true and correct. The undersigned also agrees to provide Triumph with such other documents as Triumph shall require in order to determine that the requested disbursement is consistent with the purposes of the Grant

Date: _____

Print Name: _____

EXHIBIT "B"

PROJECT BUDGET