

April 29, 2019

Via Email: drfrankfuller@gmail.com

Dr. Frank Fuller, Ph.D.
Pensacola, Florida

RE: Engagement for Education Project Compliance
Advisor/Oversight Observation

Dear Dr. Fuller:

This engagement letter is intended to memorialize the agreement of Triumph Gulf Coast to retain you, to provide Education Project Compliance and Oversight Reporting to the Board of Directors of Triumph Gulf Coast, Inc. ("Triumph") on an as needed basis going forward.

Scope, Terms, Fees, and Costs – Education Compliance Advisor

Triumph will pay Dr. Fuller an agreed upon flat-fee for review of certain projects assigned to him by the Executive Director. Dr. Fuller agrees to provide four quarterly reviews of grant recipients' progress in meeting performance metrics for the first year of the grant award and one annual review in each of the subsequent years. The price per review is \$1,000 and each report shall include a written report reflecting compliance or non-compliance with all grant requirements.

Dr. Fuller will provide a monthly statement of all services provided, not as a bill but as a record of utilization. Triumph will pay for mileage, meals and lodging at state rates as long as all requests are consistent with the state reimbursement policies.

Triumph will be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Triumph under this engagement agreement; provided, that, in no event shall Triumph pay or be responsible for any taxes imposed on, or with respect to, Dr. Fuller's income, revenues, gross receipts, personnel, real or personal property, or other assets.

This Agreement may be cancelled by either party with or without cause with ninety (90) days written notice.

Project Management

Your primary source of contact on this matter will be Susan Skelton, Executive Director. Ms. Skelton's full contact information is below:

Susan Skelton
P.O. Box 12007
Tallahassee, Florida 32317
info@myfloridatriumph.com
850-387-9405

With a copy to:
Scott A. Remington
sremington@clarkpartington.com
Direct Dial: 850-432-2399
Cell Phone: 850-384-4364

Code of Ethics for Public Employees

Although this is not a formal employment agreement between Triumph and an individual, for the purposes of this engagement, Dr. Fuller agrees to be bound by Part III of Chapter 112, Florida Statutes, Code of Ethics for Public Officers and Employees.

Applicability of Chapter 119, Florida Statutes

Dr. Fuller will adhere to the following requirements of Section 119.0701(2)(b), Florida Statutes:

Comply with the Florida public records laws, Chapter 119, Florida Statutes, specifically to:

1. Keep and maintain public records required by the Florida Department of Economic Opportunity ("DEO") to perform the services under this engagement with Triumph Gulf Coast, Inc.
2. Upon request of DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Dr. Fuller does not transfer the records to DEO.

4. Upon completion of this contract, transfer, at no cost, to DEO all public records in possession of Dr. Fuller, or keep and maintain public records required by DEO to perform the services. If Dr. Fuller transfers all public records to DEO upon completion of the contract, Dr. Fuller shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Dr. Fuller keeps and maintains public records upon completion of the contract, Dr. Fuller shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

IF DR. FULLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HIS DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR DEO AT:

Colleen McClure
107 East Madison Street
Caldwell Building
Tallahassee, Florida 32399-4128
PRRequest@deo.myflorida.com
850-245-7398

Entire Agreement, Amendments, and Waiver

This engagement agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

No amendment to or modification of this engagement agreement is effective unless it is in writing, identified as an amendment to this engagement agreement and signed by an authorized representative of each party.

No waiver by any party of any of the provisions of this engagement agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this engagement agreement, no failure to exercise, or delay in exercising,

any right, remedy, power, or privilege arising from this engagement 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.

Assignment

Neither party shall assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this engagement agreement without the prior written consent of the other party. Any purported assignment or delegation in violation of this assignment section shall be null and void. No assignment or delegation shall relieve either party of any of its obligations under this engagement agreement.

Relationship of the Parties

The relationship between the parties is that of independent contractors. Nothing contained in this engagement agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

No Third-Party Beneficiaries

This engagement agreement benefits solely the parties to this engagement agreement and their respective permitted successors and assigns, and nothing in this engagement agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this engagement agreement.

Conclusion

Although I believe the foregoing information covers the essential elements of your engagement, if you would like for any of the provisions to be addressed in more detail, Triumph would be pleased to do so. Otherwise, if the terms of this letter are acceptable to you, please sign and date in the spaces provided below and return an executed copy to Scott Remington, as General Counsel for Triumph Gulf Coast.

The effective date of this engagement will be the date on which Dr. Fuller signs this letter. Thank you for agreeing to accept this assignment. Please acknowledge acceptance of the terms and conditions set forth herein by executing a copy of this letter where indicated below.

We appreciate the opportunity to assist you in any way with respect to this matter and look forward to working with you in the future.

Very truly yours,

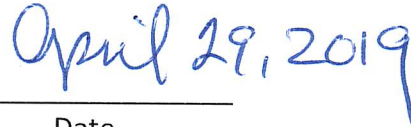


Don Gaetz, Chair

Agreed and Accepted by:



DR. FRANK FULLER



Date