

GRANT AWARD AGREEMENT
(Gulf County School District/Project #148)

THIS GRANT AWARD AGREEMENT (“**Agreement**”) is made and entered into this 12th day of August, 2019 (the “**Effective Date**”), by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation (“**Triumph**”), and GULF COUNTY SCHOOL DISTRICT (“**GCSD**”).

WITNESSETH:

WHEREAS, pursuant to its authority under Section 288.8017, Florida Statutes, Triumph has agreed to make a Grant (as defined below) to GCSD, on and subject to the terms and conditions set forth in this Agreement, to provide partial funding to purchase equipment necessary to expand the agri-science industry certification program at Wewahitchka High School (the “**Project**”), all as further described in GCSD’s Application for Funds submitted to Triumph (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 GCSD in the aggregate maximum amount of One Hundred Twenty Five Thousand Dollars (\$125,000) (the “**Grant**”) to provide partial funding for the Project.

3. **Intentionally Omitted.**

4. **Disbursement of Grant:**

4.1 **Disbursement.**

(a) The Grant shall be allocated for the purchase of the following equipment (the “**Equipment**”) in the amounts set forth:

Tractor and Attachments:	\$35,000
Greenhouse:	\$53,000
Storage Sheds:	\$20,000
Tools:	\$10,000
<u>Materials and Supplies:</u>	<u>\$ 7,000</u>
Total:	\$125,000

- (b) The Application 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 Application for Disbursement, together with all amounts previously disbursed under the Grant, would exceed the \$125,000 maximum amount of the Grant;
- (d) GCSD 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 GCSD of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or disbursement of the Grant;
- (f) GCSD has taken any action pertaining to the Project which, under this Agreement, requires the approval of Triumph, and GCSD failed to obtain such approval;
- (g) There has been a violation of Sections 9.1, 9.4, and/or 9.5 of this Agreement;
- (h) GCSD is in material violation, default, or breach of or under any provision of this Agreement;
- (i) GCSD is in breach of any material representation or warranty contained in this Agreement;
- (j) Any federal, state, or local agency (including GCSD) 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 (as defined in Section 5.2 below);
- (k) The Matching Funds are not being used for the intended purposes and in the amount and at the times as set forth in a schedule of expenses approved by Triumph;
- (l) With respect to previous disbursements of the Grant, GCSD has failed to pay, or has failed to provide Triumph with evidence of payment of, the Grant for the purposes of such disbursement;
- (m) Prior to the Completion Deadline (as defined in Section 5.1 below), GCSD has abandoned or discontinued the Project, or for any reason the

5.7 **Contracts:** Triumph shall have the right to review and approve any and all proposed contracts in connection with the Project (each, a “**Contract**,” and collectively, the “**Contracts**”) and any proposed changes to the Contracts before GCSD executes or obligates itself in any manner. Triumph shall have fifteen (15) days from receipt of a proposed Contract or change order to notify GCSD 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. 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.

5.8 **Compliance with Consultants' Competitive Negotiation Act.** GCSD 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.

5.9 **GCSD Responsible for Payments.** GCSD expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, and to contractors under the Contracts, and shall indemnify and hold Triumph harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any application submitted by GCSD to Triumph for disbursement of the Grant under this Agreement.

5.10 **Worker's Compensation Insurance.** GCSD shall carry or cause contractors under the Contracts to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

5.11 **Contractual Indemnities.** GCSD shall include or cause to be included the following indemnification in the Contracts and all other contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

“The contractor/subcontractor /consultant/subconsultant shall indemnify, defend, save and hold harmless Triumph Gulf Coast, Inc., a Florida not-for-profit corporation, and all of its officers, directors, agents and employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor/ consultant/ and its officers, agents or employees.”

5.12 **Business Donations.** GCSD shall make reasonable good faith efforts, up until the Completion Deadline, to annually solicit and obtain financial contributions to support the Project and/or in-kind contributions of services and/or 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. GCSD shall provide Triumph

with documentation and other evidence of such reasonable good faith efforts, which documentation shall include, but not be limited to, GCSD'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 GCSD's good faith estimate of the fair market value of such Business Donations.

6 Representations and Warranties of GCSD. GCSD 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 GCSD submits an Application for Disbursement, and as of the dates on which GCSD receives any disbursement of the Grant:

(a) **Organization; Power and Authority.** GCSD 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.** GCSD 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 GCSD. This Agreement has been duly executed and delivered by GCSD and, assuming the due authorization, execution, and delivery of this Agreement by Triumph, constitutes the legal, valid, and binding obligation of GCSD, enforceable against GCSD 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 GCSD 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 GCSD'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 GCSD's loan agreements, indentures, material agreements or other material instruments or (iii) violate any applicable law or regulation. GCSD has not been convicted of a "public entity crime" (as such term is defined in Section 287.133 of the Florida Statutes) nor has GCSD been placed on the "discriminatory vendor list" (as such term is defined in Section 287.134 of the Florida Statutes). Neither GCSD nor any person or entity that possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of GCSD, 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 GCSD nor its officers, directors, agents, distributors, employees, or other persons

information, report, financial statement, exhibit or schedule (other than forward-looking statements and projections) furnished by GCSD 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) **Matching Funds.** GCSD has on hand as its own funds of not less than \$165,000 for the Matching Funds dedicated to completion of the Project as contemplated in the Grant Application.

(h) **Bonus or Commission.** GCSD 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.

7 Accounting, Audits, and Records.

7.1 Establishment and Maintenance of Accounting Records. GCSD shall establish separate accounts to be maintained within its existing accounting system or establish independent accounts with respect to the Project, including, but not limited to, payroll records, class schedules, and job descriptions with respect to personnel used in connection with the Matching Funds. 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 GCSD's general accounting records and the Project records, together with supporting documents and records, of GCSD and all consultants performing work on the Project and all other records of GCSD 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.

7.2 Audits. The administration of the Grant and any federal, state, or local resources awarded to GCSD shall be subject to audits and/or monitoring by Triumph, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and other state agencies, and by the federal government and agencies and representatives thereof. Without limiting the generality of the foregoing, GCSD shall comply with all audit and audit reporting requirements as specified below, and such 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 or federal official.

(v) GCSD 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. GCSD 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.

7.3 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 Statues or proprietary confidential business information pursuant to Section 288.075(4) of the Florida Statues, 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 8.3 below) and performance metrics under Section 8.3 below shall be deemed "public records" under Section 119.011 of the Florida Statutes.

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

8.1 Termination, Suspension, or Expiration of Project. If GCSD abandons, suspends, or discontinues the Project, or fails to complete the Project by the Completion Deadline set forth in Section 5.1 above (subject to *force majeure* events), or for any other reason, the commencement, prosecution, or timely completion of the Project by GCSD is rendered improbable, infeasible, impossible, or illegal, Triumph shall have the right, by written notice to GCSD, 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 8.4 below GCSD shall upon written demand by Triumph repay to Triumph all portions of the Grant theretofore disbursed to and received by GCSD.

Performance Metrics. Notwithstanding the foregoing, in the event GCSD desires to change the subject areas of certification programs described in subparagraph (a) above, GCSD shall submit a written request for such change. Triumph shall have thirty (30) days from the date of receipt of such request to approve or disapprove of such change. Triumph's failure to either approve or disapprove of such change within such thirty (30) day period shall be deemed disapproval.

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, GCSD shall within thirty (30) 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 GCSD achieved of any or all of the above performance metrics. GCSD's refusal or failure to timely provide any requested Back-up Data shall be deemed GCSD's failure to timely achieve all of the above performance metrics. Notwithstanding the foregoing, so long as GCSD is making diligent efforts to obtain the Back-up Data from third parties, the thirty (30) day deadline described above shall be reasonably extended with respect to any Back-up Data needed to be obtained from third parties.

8.4 Clawback of Grant under Sections 8.1, 8.2, and 8.3: Upon the occurrence of any of the events described in Sections 8.1 or 8.2 above, or in the event GCSD fails to timely achieve both (A) at least one of the three (3) Initial Performance Metrics described in Sections 8.3(a), (b), or (c) above, and (B) the Maintenance Performance Metric described in Sections 8.3(d), then, upon written demand by Triumph, GCSD shall within ninety (90) days of such demand repay to Triumph all amounts of the Grant that were theretofore disbursed to and received by GCSD, 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 8.4 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 GCSD's reasonable control, (iii) GCSD 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 GCSD's ability to achieve at least one of the performance metrics.

8.5 Maximum Clawback Amount. Excluding interest, in no event shall the total amount clawed back under Section 8.4 above exceed the total amount of the Grant actually disbursed to GCSD. GCSD and Triumph acknowledge and agree that any amounts clawed back

without regard to their race, age, creed, color, sex, or national origin. In addition, GCSD shall comply with all other applicable labor and employment laws and regulations, including, but not limited to, wage and hour and workplace safety laws and regulations

9.4 Prohibited Interests. Except as otherwise permitted under Section 112.313(12), Florida Statutes, GCSD 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 GCSD, 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.

- (a) "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
- (b) GCSD 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 GCSD by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of GCSD.
- (c) The provisions of this subsection shall not be applicable to any agreement between GCSD and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between GCSD and an agency of state government.

9.5 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.

9.6 Grant Funds. GCSD 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 GCSD 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 GCSD and other awardees of grants, Triumph shall allocate such funds among GCSD and such other awardees in such amounts as it shall determine in its sole and absolute discretion and shall not be deemed to be in breach of this Agreement for failure to fully fund the Grant.

10. Miscellaneous Provisions:

10.1 Triumph Not Obligated to Third Parties. Triumph shall not be obligated or liable hereunder to any party other than GCSD. Without limiting the generality of the foregoing,

10.6 Non-Assignment. GCSD 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 without the consent of GCSD be entitled to assign or transfer its rights, duties, or obligations under this Agreement to any other person or entity, or to another governmental entity in the State of Florida, upon giving prior written notice to GCSD. Any attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*.

10.7 Intentionally Omitted.

10.8 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.

10.9 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.

10.10 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

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.

10.14 Governing Law. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Escambia. The parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Escambia County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement.

10.15 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.

GCSD:

GULF COUNTY SCHOOL DISTRICT

By: [Signature]
Print Name: SIM NIXON
Title: SUPERINTENDENT

ATTEST:

By: [Signature]
Print Name: BROOKE WOOTEN
Title: BOARD CHAIR

TRIUMPH:

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

By: [Signature]
Print Name: _____
Title: Chairman

By: [Signature]
Print Name: Stephen K. Rice
Title: Treasurer

ATTEST:

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

EXHIBIT "A"

Form of

Application for Disbursement of Grant

Pursuant to Section 4.1 of that certain Grant Award Agreement dated _____, 2019 (the "Agreement"), by and between the Gulf County School District ("GCS D") and Triumph Gulf Coast, Inc., a Florida not-for-profit corporation ("Triumph"), GCS D hereby requests a disbursement from the Grant (as defined in the Agreement) as follows (all capitalized terms herein shall have the same meanings ascribed to them as set forth in the Agreement):

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

Materialman/Vendor/	Amount of Invoice
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total:	\$ _____

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 5.12 of the Agreement) received since the last Application for Disbursement:

\$ _____

- (e) Cumulative 50% of Fair Market Value of Business Donations received to date, including (d) above:

\$ _____

- (e) Remaining Amount of Grant to be disbursed \$125,000 minus the amounts in (c) and (e) above:

\$ _____

(e) There has been no violation of the anti-lobbying/gift or prohibited interest provisions of Sections 9.1 and 9.4 of the Agreement;

(f) GCSD is not in violation, default, or breach of or under any provision of the Agreement, and all representations and warranties contained in the Agreement are accurate as of the date hereof;

(g) GCSD is not in breach of any representation or warranty contained in the Agreement;

(h) No federal, state, or local agency (including GCSD) 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;

(i) With respect to previous disbursements of the Grant and payments under Contracts, GCSD has paid, and has provided Triumph with evidence of payment of, the Matching Funds toward completion of the Project. Such evidence shall include, but not be limited to, payroll records and job descriptions;

(j) GCSD has not abandoned or discontinued the Project, nor has the commencement, prosecution, or timely completion of the Project by GCSD been rendered improbable, infeasible, impossible, or illegal;

(k) No portion of the requested disbursement includes disbursement for items that are outside the scope of the Project that is contemplated under the Budget;

(l) None of the Contracts have been modified, amended, or terminated without the prior consent or approval of Triumph;

(m) Completion of the Project is on schedule for completion by the Completion Deadline;

(n) The Budget has not been amended or increased or decreased by more than 5%;

(o) GCSD maintains in full force and effect all insurance required under Section 5.4 of the Agreement;

(p) GCSD is in compliance with all applicable environmental laws and regulations in accordance with Section 5.5 of the Agreement;

EXHIBIT "B"

Budget

Instructor Salaries and Benefits:	\$165,000*
Tractor and Attachments:	\$ 35,000
Greenhouse:	\$ 53,000
Storage Sheds:	\$ 20,000
Tools:	\$ 10,000
<u>Materials and Supplies:</u>	<u>\$ 7,000</u>
Total:	\$290,000

* \$55,000 per years for three (3) years for salaries, use of computers, text books, CTE exams, supplies & miscellaneous program items