

FIRST AMENDMENT TO
GRANT AWARD AGREEMENT
(Wakulla County School District, Florida/Project #29)

THIS FIRST AMENDMENT TO GRANT AWARD AGREEMENT (this “**Amendment**”) is made and entered into as of January 28, 2020, 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, Triumph and WCSB are parties to that certain Grant Award Agreement dated July 23, 2018 (the “**Agreement**”). All capitalized terms herein shall have the meanings set forth in the Agreement; and

WHEREAS, WCSB has requested that the Completion Deadline be extended; and

WHEREAS, as a condition to increasing the amount of the Grant, Triumph is requiring that certain other amendments to the Agreement be made as described herein.

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

1. **Amendment to Section 3.1(b)(ii):** The Request for Disbursement form attached as Exhibit “A” to the Agreement is hereby replaced in its entirety with Exhibit “A” attached hereto and incorporated herein.
2. **Amendment to Section 4.1:** The “Completion Deadline” described in Section 4.1 of the Agreement is hereby changed to December 31, 2022.
3. **Amendment to Section 4.2.** The first sentence of Section 4.2 of the Agreement is hereby amended to read in its entirety as follows:

The total estimated cost of the Project is \$ \$5,752,994.68, of which WCSB shall pay using the \$1,826,127.68 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**").

4. **Amendment to Exhibit “B”.** Exhibit “B” to the Agreement is hereby replaced in its entirety with Exhibit “B” attached hereto and incorporated herein.

5. **Amendment to Section 3.1(b)(i).** Section 3.1(b)(i) of the Agreement is hereby amended to read in its entirety 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 \$1,826,127 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**”).”

6. **Amendment to Section 5(g).** Section 5(g) of the Agreement is hereby amended to read in its entirety as follows

“(g) **WCSB Matching Funds.** WCSB has on hand as its own funds or firm commitments of not less than \$1,826,127 as the Matching Funds dedicated to completion of the Project as contemplated in the Grant Application.”

7. **Amendment to Section 7.3.** Paragraphs 1, 2 and 3 of Section 7.3 of the Agreement are hereby amended to read in their entirety as follows:

“1. Performance Metric #1: For the 2023-2024 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 2020-2021 school year and the end of the 2023-2024 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 2020-2021 school year and the end of the 2023-2024 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.”

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

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 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: _____
Title: Chairman

ATTEST:

By: _____
Print Name: _____
Title: Secretary

TRIUMPH:

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

By: _____
Print Name: _____
Title: Chairman

By: _____
Print Name: _____
Title: Treasurer

ATTEST:

By: _____
Print Name: _____
Title: Secretary

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EXHIBIT "A"

Form of

Request for Disbursement of Grant

(Wakulla County School District ("WCSB")/Project #29)

Budget Category: _____
Funding Request #: _____

Pursuant to Section 3.1 of that certain Grant Award Agreement dated _____, 2019 (the "Agreement"), by and between the Wakulla County School District ("WCSB") ("WCSB") and Triumph Gulf Coast, Inc., a Florida not-for-profit corporation ("Triumph"), WCSB hereby requests a funding 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/Salary to WCSB (List all that are the subject of this Request):

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

- 2. Amount of Grant Funding Requested Hereby:

\$ _____

- 3. (a) Amounts of Grant Previously Funded Under the Agreement: \$ _____

(b) Amounts of Funding Requested in Item 2 above: \$ _____

(c) Cumulative Amounts Funded 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 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 funded \$3,926,867.00 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, (4) evidence of use of Matching Funds for their intended purpose, and (5) Project account documentation under Section 6.1 of the Agreement.
5. None of the amounts paid by WCSB in connection with the invoices described in Item 1 above for which funding 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 hereby certifies, represents, and warrants to Triumph that the following statements are true and correct:
 - (a) Attached to this Request for Disbursement is all requested documentation required under Section 4.2 of the Agreement;
 - (b) This Request for Disbursement does not seek funding for items other than for the Budget category shown above;

(c) The amount requested, together with all amounts previously funded under the Grant, does not exceed the \$3,926,867.00 maximum amount of the Grant; the amount requested for the above-shown Budget category, together with all amounts previously funded for such budget category, does not exceed the maximum amount allocated to such Budget category; and WCSB has used all Grant funds released to date in the amounts and for the purposes stated in the Budget;

(d) WCSB made no 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 the Agreement;

(e) There is no pending litigation with respect to the performance by WCSB of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or funding of the Grant;

(f) WCSB has not taken any action pertaining to the Project which, under the Agreement, requires the approval of Triumph, and WCSB failed to obtain such approval;

(g) There has been no violation of the anti-lobbying/gift or prohibited interest provisions of Sections 8.2, 8.3, and 8.4 of the Agreement;

(h) WCSB is not in material violation, default, or breach of or under any provision of the Agreement;

(i) All representations and warranties contained in the Agreement are accurate as of the date hereof;

(j) WCSB is not in breach of any representation or warranty contained in the Agreement;

(k) No 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;

(l) With respect to previous fundings of the Grant and payments under Contracts, WCSB has paid, and has provided Triumph with evidence of payment of, the Matching Funds toward completion of the Project;

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

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

(o) None of the Contracts have been modified, amended, or terminated, or have been subject to a change order, without the prior written consent or deemed approval of Triumph; provided, however, that any change order under \$5,000 shall not be subject to approval under the Agreement

(p) WCSB has made reasonable good faith efforts to obtain Business Donations in accordance with Section 4.9 of the Agreement and has provided Triumph with satisfactory evidence of such efforts;

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

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

(s) WCSB maintains in full force and effect all insurance required under Section 4.4 of the Agreement;

(t) WCSB is in compliance with all applicable environmental laws and regulations in accordance with Section 4.5 of the Agreement; and

(u) WCSB is in compliance with the equal employment opportunity and other labor provisions as required by Section 8.1 of the Agreement.

The undersigned, in his capacity as _____ of WCSB, 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 funding is consistent with the purposes of the Grant

Date: _____

Print Name: _____

EXHIBIT “B”

Project Budget

(See attached)

Wakulla DSB - Triumph Gulf Project
Budget Sheet/Timeline-Calendar Year Basis
As of December 4, 2019

Expenditure Type	(Actual)	(Budgeted)	(Budgeted)	(Budgeted)	(Budgeted)	TOTAL
	CYE 12/31/18	CYE 12/31/19	CYE 12/31/20	CYE 12/31/21	CYE 12/31/22	
1. Architects/Engineers		\$ 179,582.50	\$ 149,586.19	\$ 61,116.99		\$ 390,285.68
2. General Contractor			\$ 2,433,551.38	\$ 1,532,450.31	\$ 116,707.31	\$ 4,082,709.00
3. Direct Purchase Materials			\$ 950,000.00	\$ 150,000.00		\$ 1,100,000.00
4. Other (Including Computer Labs)	\$ 180,000.00					\$ 180,000.00
TOTAL	\$ 180,000.00	\$ 179,582.50	\$ 3,533,137.57	\$ 1,743,567.30	\$ 116,707.31	\$ 5,752,994.68
Revenue Source						
Wakulla County Schools		\$ 179,582.50	\$ 1,646,545.18			\$ 1,826,127.68
Matching						\$ -
Business Donations						\$ -
Triumph Gulf Coast	\$ 180,000.00	\$ -	\$ 1,886,592.39	\$ 1,743,567.30	\$ 116,707.31	\$ 3,926,867.00
TOTAL	\$ 180,000.00	\$ 179,582.50	\$ 3,533,137.57	\$ 1,743,567.30	\$ 116,707.31	\$ 5,752,994.68