

FIRST AMENDMENT TO
GRANT AWARD AGREEMENT
(Franklin County School Board/Project #200)

THIS FIRST AMENDMENT TO GRANT AWARD AGREEMENT (this “**Amendment**”) is made and entered into as of _____, 2021, by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation (“**Triumph**”), and FRANKLIN COUNTY SCHOOL BOARD (“**Grantee**”).

WITNESSETH:

WHEREAS, Triumph and Grantee are parties to that certain Grant Award Agreement dated November 20, 2019 (the “**Agreement**”). All capitalized terms herein shall have the meanings set forth in the Agreement; and

WHEREAS, Grantee has requested that certain amendments be made to the Agreement; and

WHEREAS, Triumph is agreeable to certain amendments to the Agreement 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 Grantee hereby agree as follows:

1. **Amendment to Rectal:** The first “WHEREAS” on page 1 of the Agreement is hereby deleted and amended to read in its entirety as follows:

“WHEREAS, pursuant to its authority under **Section 288.8017, Florida Statutes**, Triumph has agreed to make a Grant (as defined below) to Grantee, on and subject to the terms and conditions set forth in this Agreement, to provide partial funding for Grantee’s certificate programs in (1) unmanned aerial systems and visual sight operations, (2) EKG, CNA, and EMR, (3) digital tools, and (4) construction (collectively, the “**Project**”): (i) instructor salaries and benefits (“**Salaries**”), (ii) equipment (“**Equipment**”), (iii) consumables and other supplies (“**Supplies**”), and (iv) professional development and dues/fees (“**Training**”), all as further described in Grantee’s Application for Funds submitted to Triumph (the “**Grant Application**”), which Grant Application is incorporated herein by reference.”

2. **Amendment to Section 4.1.** Section 4.1 of the Agreement is hereby amended to read in its entirety as follows:

“4.1 The Grant shall be allocated as more fully shown in the Budget attached hereto as **Exhibit “B”** and incorporated herein (the “**Budget**”).”

3. **Amendment to Section 5.1.** The definition of “Completion Deadline” as set forth in Section 5.1 of the Agreement is hereby amended to read “December 31, 2028.”

4. **Amendment to Section 5.2.** The first sentence of Section 5.2 of the Agreement is hereby deleted and replaced with the following:

“The total cost of the Project is \$2,553,044, of which (i) Grantee shall pay \$1,338,044 as shown in the Budget (collectively, the “**Matching Funds**”), and (ii) \$1,215,000 shall be provided by the Grant.”

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

6. **Amendment to Section 8.3.** Subsections (a) and (b) of Section 8.3 of the Agreement are hereby amended to read in their entirety as follows:

“(a) **Performance Metric #1:** By the end of the 2027-2028 school year, not less than 70 students will have obtained industry-recognized certificates in Visual Sight Operation (VSO), not less than 74 students will have obtained industry-recognized certificates in Unmanned Aircraft Systems (UAS), not less than 52 students will have obtained industry-recognized certificates in Electrocardiography (EKG), not less than 52 students will have obtained industry-recognized certificates in certified nursing assistant (CNA), not less than 52 students will have obtained industry-recognized certificates in emergency medical responder (EMR), not less than 146 students in grades 4 and 5 will have obtained industry-recognized certificates in digital tools, and not less than 42 students will have obtained industry-recognized certificates in construction.

(b) **Performance Metric #2:** The certificate programs described in subparagraph (a) above are intended to be durable and must be continued for at least nine (9) years after the date of this Agreement using Grantee’s own funds after the Grant funds have been fully funded. Accordingly, in addition to satisfying the Performance Metric described in subparagraph (a) above, Grantee must also satisfy the following Performance Metric: During the 2028-2029 school year, at least 25 industry-recognized certificates in VSO, at least 25 industry-recognized certificates in UAS, at least 2 industry-recognized certificates in EKG, at least 2 industry-recognized certificates in CNA, at least 2 industry-recognized certificates in EMR, at least 22 industry-recognized certificates in digital tools, and at least 2 industry-recognized certificates in construction, shall be obtained. Notwithstanding the foregoing, in the event Grantee desires to change the subject areas of certification programs described in subparagraph (a) above, Grantee 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.”

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

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

GRANTEE:

FRANKLIN COUNTY SCHOOL BOARD

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

TRIUMPH:

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

By: _____

Print Name: _____

Title: Chairman

By: _____

Print Name:

Title: Treasurer

ATTEST:

By: _____

Print Name: _____

Title: Secretary

A4397333.DOCX

EXHIBIT "B"

Budget

(see attached)

Exhibit A

Project #, name 200, Franklin County School District Drones
 Budget 1,215,000
 Estimated construction start date if applicable NA
 Estimated education component start date if applicable August, 2019

	Salaries and Benefits	Training, Organizational Fees and Dues	Equipment Purchase/Main tenance	Curriculum and Supplies	Total
Please change year # to actual year					
Project Total					
2020	207,169.00	2,130.00	53,712.00	20,037.00	283,048.00
2021	221,727.00	-	85,000.00	30,000.00	336,727.00
2022	234,520.00	-	85,000.00	30,000.00	349,520.00
2023	248,495.00	-	85,000.00	30,000.00	363,495.00
2024	263,714.00	-	85,000.00	30,000.00	378,714.00
2025	216,590.00	-	21,783.00	30,000.00	268,373.00
2026	159,456.00	-	-	30,000.00	189,456.00
2027	161,050.00	-	-	30,000.00	191,050.00
2028	162,661.00	-	-	30,000.00	192,661.00
Calendar Year 10	-	-	-	-	-
Calendar Year 11	-	-	-	-	-
Project Total	1,875,382.00	2,130.00	415,495.00	260,037.00	2,553,044.00
Triumph					
2020	100,363.00	2,130.00	53,712.00	15,037.00	171,242.00
2021	104,241.00	-	85,000.00	25,000.00	214,241.00
2022	105,284.00	-	85,000.00	25,000.00	215,284.00
2023	106,337.00	-	85,000.00	25,000.00	216,337.00
2024	107,400.00	-	85,000.00	25,000.00	217,400.00
2025	58,713.00	-	21,783.00	25,000.00	105,496.00
2026	-	-	-	25,000.00	25,000.00
2027	-	-	-	25,000.00	25,000.00
2028	-	-	-	25,000.00	25,000.00
Calendar Year 10	-	-	-	-	-
Calendar Year 11	-	-	-	-	-
Triumph Total	582,338.00	2,130.00	415,495.00	215,037.00	1,215,000.00
Grantee					
2020	106,806.00	-	-	5,000.00	111,806.00
2021	117,486.00	-	-	5,000.00	122,486.00
2022	129,236.00	-	-	5,000.00	134,236.00
2023	142,158.00	-	-	5,000.00	147,158.00
2024	156,314.00	-	-	5,000.00	161,314.00
2025	157,877.00	-	-	5,000.00	162,877.00
2026	159,456.00	-	-	5,000.00	164,456.00
2027	161,050.00	-	-	5,000.00	166,050.00
2028	162,661.00	-	-	5,000.00	167,661.00
Calendar Year 10	-	-	-	-	-
Calendar Year 11	-	-	-	-	-
Grantee Total	1,293,044.00	-	-	45,000.00	1,338,044.00