

SECOND AMENDMENT TO  
GRANT AWARD AGREEMENT  
(Wakulla County School Board/Project #198)

THIS SECOND AMENDMENT TO GRANT AWARD AGREEMENT (this “**Amendment**”) is made and entered into as of January 19, 2023, ~~2022~~ by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation (“**Triumph**”), and the ”), and WAKULLA COUNTY SCHOOL BOARD (“**WCSB**”).

WITNESSETH:

WHEREAS, Triumph and WCSB are parties to that certain Grant Award Agreement dated October 21, 2019, as amended by that certain First Amendment to Grant Award Agreement dated February 24, 2021 (as amended, the “**Agreement**”). All capitalized terms herein shall have the meanings set forth in the Agreement; and

WHEREAS, WCSB has requested that certain amendments be made to the Agreement, including, but not limited to, increasing the Grant by Three Hundred Thirty Thousand Dollars (\$330,000.00) and increasing the Matching Funds by Three Hundred Thirty Thousand Dollars (\$330,000.00); 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 WCSB hereby agree as follows:

1. **Amendment to Section 2.** Section 2 of the Agreement is hereby deleted and replaced in its entirety with the following:

**“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 Two Million One Hundred Ten Thousand and 00/100 Dollars (\$2,110,000) (the “**Grant**”) to provide partial funding for the Project.”

2. **Amendment to Section 4.1(a).** Section 4.1(a) of the Agreement is hereby deleted and replaced in its entirety with the following:

“(a) “\$930,000 of the Grant funds shall be allocated for Salaries, to be funded in the amounts and at the times as set forth in the Budget;”

3. **Amendment to Section 4.2(c).** The first sentence of Section 4.2(c) of the Agreement is hereby amended to read in its entirety as follows:

“(c) The amount requested for funding under the Request for Funding, together with all amounts previously funded under the Grant, would exceed the \$2,110,000 maximum amount of the Grant; or the amount requested for funding under the Request for Funding for a particular Budget category, together with all amounts previously funded for such Budget category, would exceed the maximum amount allocated to such Budget category; or WCSB failed to use any Grant funds funded to date in the amounts and for the purposes stated in the Budget;”

4. **Amendment to Section 5.2.** The first sentence of Section 5.2 of the Agreement is hereby amended to read in its entirety as follows:

“The total cost of the Project is \$2,767,135, of which (i) WCSB shall pay \$657,135 as shown in the Budget (collectively, the “**Matching Funds**”), and (ii) \$2,110,000 shall be provided by the Grant.”

5. **Amendment to Section 8.3(a).** Section 8.3(a) of the Agreement are hereby amended to read in its entirety as follows:

“(a) **Performance Metric #1:** (i) By December 31, 2026, not less than 175 students will have obtained industry-recognized certificates in Visual Sight Operation (VSO) and not less than 175 students will have obtained industry-recognized certificates in Unmanned Aircraft Systems (UAS), and (ii) by June 30, 2027 100 certificates will be earned by middle schoolers that prepare them for higher level VSO and UAS certificates.”

6. **Deletion of Certain Provisions.** Section 4.2(p) and Section 5.12 are hereby deleted in their entirety.

7. **Amendment to Exhibits:** The form of Application for Funding attached to the Agreement as Exhibit “A” is hereby deleted and replaced with the form of Request for Funding attached hereto as Exhibit “A” and incorporated herein, and all references in the Agreement to an Application for Disbursement shall hereafter mean and refer to a Request for Funding. The Budget/Timeline attached to the Agreement as Exhibit “B” is hereby deleted and replaced with the form of Budget attached hereto as Exhibit “B” and incorporated herein, and all references in the Agreement to the Budget shall hereafter mean and refer to the Budget attached hereto.

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  
BOARD

By: Melisa Taylor  
Print Name: Melisa Taylor  
Title: Chair

ATTEST:

By: Robert Pearce  
Print Name: Robert Pearce  
Title: Superintendent

TRIUMPH:

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

By: David M. Bear  
Print Name: David M. Bear  
Title: Chairman

By: Reynolds Henderson  
Print Name: Reynolds Henderson  
Title: Treasurer

ATTEST:

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

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EXHIBIT "A"

Form of

Request for Funding of Grant  
(Wakulla County School Board/Project #198)

Budget Category: \_\_\_\_\_  
Funding Request #: \_\_\_\_\_

Pursuant to Section 4.1 of that certain Grant Award Agreement dated October 21, 2019, as amended to date (the "Agreement"), by and between Wakulla County School Board ("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) Remaining Amount of Grant to be \$ \_\_\_\_\_  
Disbursed \$2,110,000 minus the amount in (c)  
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) evidence of use of Matching Funds for their intended purpose, and (4) Project account documentation under Section 7.1 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 Funding is all requested documentation required under Section 4.2 of the Agreement;
  - (b) This Request for Funding 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 \$2,110,000 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 9.1, 9.4, or 9.5 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) Intentionally Omitted;

(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 5.4 of the Agreement;

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

(u) WCSB is in compliance with the competitive bidding requirements set forth in Section 3 of the Agreement; and

(v) WCSB is in compliance with the equal employment opportunity and other labor provisions as required by Section 9.3 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"

## Budget

(See attached)

Exhibit A  
198-Wakulla  
Budget

Estimated construction start date if applicable

Estimated education component start date if applicable

		Teacher Training	Supplies/Equipment/ Certification Fees	Personnel	Transportation	Total
Please change year # to actual year						
<b>Project Total</b>						
	2020	17,142.86	163,782.19	85,714.26	14,059.47	280,698.78
	2021	17,142.86	151,428.57	85,714.26	66,919.14	321,204.83
	2022	17,142.86	151,428.57	191,019.32	-	359,590.75
	2023	17,142.86	151,428.57	251,019.32	-	419,590.75
	2024	17,142.86	151,428.57	251,019.32	-	419,590.75
	2025	26,958.61	161,244.33	251,019.32	-	439,222.26
	2026	17,142.86	151,428.57	251,019.32	-	419,590.75
	2027	-	-	120,000.00	-	120,000.00
Calendar Year 9		-	-	-	-	-
Calendar Year 10		-	-	-	-	-
Calendar Year 11		-	-	-	-	-
<b>Project Total</b>		<b>129,815.77</b>	<b>1,082,169.37</b>	<b>#####</b>	<b>80,978.61</b>	<b>2,779,488.87</b>
<b>Triumph</b>						
	2020	17,142.86	151,428.57	85,714.26		254,285.69
	2021	17,142.86	151,428.57	85,714.26		254,285.69
	2022	17,142.86	151,428.57	115,714.26		284,285.69
	2023	17,142.86	151,428.57	145,714.26		314,285.69
	2024	17,142.86	151,428.57	145,714.26		314,285.69
	2025	17,142.86	151,428.57	145,714.26		314,285.69
	2026	17,142.86	151,428.57	145,714.26		314,285.69
	2027			60,000.00		60,000.00
Calendar Year 9						
Calendar Year 10						
Calendar Year 11						
<b>Triumph Total</b>		<b>120,000.02</b>	<b>1,059,999.99</b>	<b>929,999.82</b>	<b>-</b>	<b>2,109,999.83</b>
<b>Grantee</b>						
	2020				14,059.47	14,059.47
	2021				66,919.14	66,919.14
	2022			75,305.06		75,305.06
	2023			105,305.06		105,305.06
	2024			105,305.06		105,305.06
	2025	9,815.75	9,815.76	105,305.06		124,936.57
	2026			105,305.06		105,305.06
	2027			60,000.00		60,000.00
Calendar Year 9						
Calendar Year 10						
Calendar Year 11						
<b>Grantee Total</b>		<b>9,815.75</b>	<b>9,815.76</b>	<b>556,525.30</b>	<b>80,978.61</b>	<b>657,135.42</b>