

**APPROVED BY THE
FRANKLIN COUNTY
SCHOOL BOARD
ON 01/26/2023**

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

THIS SECOND AMENDMENT TO GRANT AWARD AGREEMENT (this “**Amendment**”) is made and entered into as of January 31, 2023, by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation (“**Triumph**”), and the FRANKLIN COUNTY SCHOOL BOARD (“**Grantee**”).

WITNESSETH:

WHEREAS, Triumph and Grantee executed that certain Grant Award Agreement dated November 20, 2019, as amended by that certain First Amendment to Grant Award Agreement dated February 9, 2022 (as amended, the “**Agreement**”). All capitalized terms herein shall have the meanings set forth in the Agreement; and

WHEREAS, Triumph has agreed to increase the Grant by Fifty Thousand Dollars (\$50,000) to allow Grantee to purchase drones for the Project; and

WHEREAS, Triumph and Grantee desire to amend 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. **Additional Grant Funds/Amendment to Section 2.** The total Grant amount is hereby increased by Fifty Thousand and 00/100 Dollars (\$50,000) (the “**Additional Grant Funds**”). Accordingly, 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 Grantee in the aggregate maximum amount of One Million Two Hundred Sixty Five Thousand and 00/100 Dollars (\$1,265,000) (the “**Grant**”) to provide partial funding for the Project.”

All references to the Grant amount contained in the Agreement and Exhibits thereto are hereby changed from \$1,215,000 to \$1,265,000.

2. **Amendment to Section 5.2 of the Agreement.** The first three sentences of Section 5.2 of the Agreement are hereby deleted and replaced with the following:

“The total cost of the Project is \$2,603,044, of which (i) Grantee shall pay \$1,338,044 as shown in the Budget (collectively, the

“**Matching Funds**”), and (ii) \$1,265,000 shall be provided by the Grant. The total estimated cost of the Project is based upon the Budget. To the extent that the actual cost of the Project exceeds \$2,603,044, Grantee shall be solely responsible for such excess.”

3. **Amendment to Exhibits:** The Budget attached to the Agreement as Exhibit “A” is hereby deleted and replaced with the form of Budget attached hereto as Exhibit “A” and incorporated herein, and all references in the Agreement to the Budget shall hereafter mean and refer to the Budget attached hereto.

4. **Purchase of New Drones.** The Additional Grant Funds shall be used exclusively to purchase drones (“**New Drones**”) to replace the Prohibited Drones (as defined in Section 5 below), and Triumph shall have the right to approve the terms of such purchases. Triumph shall have fifteen (15) days from receipt of a proposed contract or purchase order (a “**Purchase Order**”) to notify Grantee of its approval or disapproval of such Purchase Order. If Triumph fails to approve or disapprove of Purchase Order within such fifteen (15) day period, the Purchase Order shall be deemed approved.

5. **Possible Use of Existing Drones.** The parties acknowledge that, pursuant to recent amendments to Section 934.50, Florida Statutes, Grantee is or may be prohibited from flying certain drones in its possession (the “**Prohibited Drones**”) that were otherwise contemplated to be used in connection with the Project and that the purchase thereof may have been funded in whole or in part with Grant funds. If the Prohibited Drones can be lawfully used for classroom instruction purposes (such as maintenance, repair, and overhaul instruction) as opposed to flight purposes, Triumph encourages Grantee to use such Prohibited Drones for such lawful purposes.

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

[signature page follows]

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

Grantee:

TRIUMPH:


FRANKLIN COUNTY SCHOOL BOARD


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


By: 
Print Name: Stacy Kirvin
Title: Chair

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

ATTEST:

By: 
Print Name: Reynolds Henderson
Title: Treasurer

By: 
Print Name: Steve Lanier
Title: Superintendent
Franklin County School District

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

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EXHIBIT "A"

Budget

(See attached)

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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	-	135,000.00	30,000.00	413,495.00
2024	263,714.00	-	85,000.00	30,000.00	378,714.00
Calendar Year 6	216,590.00	-	21,783.00	30,000.00	268,373.00
Calendar Year 7	159,456.00	-	-	30,000.00	189,456.00
Calendar Year 8	161,050.00	-	-	30,000.00	191,050.00
Calendar Year 9	162,661.00	-	-	30,000.00	192,661.00
Calendar Year 10	-	-	-	-	-
Calendar Year 11	-	-	-	-	-
Project Total	1,875,382.00	2,130.00	465,495.00	260,037.00	2,603,044.00
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	-	135,000.00	25,000.00	266,337.00
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
Triumph Total	582,338.00	2,130.00	465,495.00	215,037.00	1,265,000.00
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
Grantee Total	1,293,044.00	-	-	45,000.00	1,338,044.00
Match Source 1					

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