

FIRST AMENDMENT TO  
GRANT AWARD AGREEMENT  
(Gulf County School District/Project #180)

THIS FIRST AMENDMENT TO GRANT AWARD AGREEMENT (this “**Amendment**”) is made and entered into as of the Effective Date (as defined below), by and between TRIUMPH GULF COAST, INC., a Florida not-for-profit corporation (“**Triumph**”), and the GULF COUNTY SCHOOL DISTRICT (“**GCS**D”).

WITNESSETH:

WHEREAS, Triumph and GCS D executed that certain Grant Award Agreement dated August 12, 2019 (the “**Agreement**”). All capitalized terms herein shall have the meanings set forth in the Agreement; and

WHEREAS, GCS D has requested that Triumph make certain amendments to the Agreement, and Triumph has agreed to do so 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 GCS D hereby agree as follows:

1. **Amendment to Exhibit:** The Budget 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.

2. **Amendment to Section 8.3.** Section 8.3 of the Agreement is hereby amended to read in its entirety as follows:

“8.3 **Performance Metrics:** In the event GCS D fails to timely achieve at the following performance metric, then in accordance with Section 8.4 below GCS D shall upon written demand by Triumph repay to Triumph all portions of Grant theretofore disbursed to and received by GCS D:

By June 30, 2025, not less than 50 industry-recognized certificates in welding will have been issued to students. In addition, the above-described certificate program is intended to be durable. Accordingly, using GCS D’s own funds after the Grant funds have been fully disbursed, GCS D must continue the programs for at least three (3) years after the after the date on which the 50<sup>th</sup> certificate has been issued. Notwithstanding the foregoing, in the event GCS D desires to change the subject areas of certification program described above, GCS D 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 approval.

The calculation of the number of certifications for satisfaction of the 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 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 the above performance metric. 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."

3. **Amendment to Section 8.4.** The first sentence of Section 8.4 is hereby deleted and replaced with the following:

"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 the Performance Metrics described in Section 8.3 above, 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."

4. **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 as of \_\_\_\_\_, 2023 (the "Effective Date").

GCSD:

GULF COUNTY SCHOOL DISTRICT

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

EXHIBIT "B"

Budget

(See attached)

**Exhibit A**

**#180 Gulf District Schools WHS Welding Program**

**Budget**

	<b>Equipment</b>	<b>Construction</b>	<b>Materials /Supplies</b>	<b>Personnel &amp; Fringe</b>	<b>Total</b>
<b>Project Total</b>					
Calendar Year 1 (2019)	30,000.00	112,000.00	33,579.00	36,184.00	211,763.00
Calendar Year 2 (2020)	30,000.00	-	36,866.00	91,300.00	158,166.00
Calendar Year 3 (2021)	20,000.00	-	40,382.00	102,807.00	163,189.00
Calendar Year 4 (2022)	20,000.00	-	5,371.00	110,778.00	136,149.00
Calendar Year 5 (2023)	18,000.00	-	4,000.00	53,015.00	75,015.00
Calendar Year 6 (2024)	-	-	-	-	-
Calendar Year 7 (2025)	-	-	-	-	-
<b>Project Total</b>	<b>118,000.00</b>	<b>112,000.00</b>	<b>120,198.00</b>	<b>394,084.00</b>	<b>744,282.00</b>
<b>Triumph</b>					
Calendar Year 1 (2019)	30,000.00	112,000.00	4,000.00	-	146,000.00
Calendar Year 2 (2020)	30,000.00	-	4,000.00	-	34,000.00
Calendar Year 3 (2021)	20,000.00	-	4,000.00	-	24,000.00
Calendar Year 4 (2022)	20,000.00	-	4,000.00	-	24,000.00
Calendar Year 5 (2023)	18,000.00	-	4,000.00	-	22,000.00
Calendar Year 6 (2024)	-	-	-	-	-
Calendar Year 7 (2025)	-	-	-	-	-
<b>Triumph Total</b>	<b>118,000.00</b>	<b>112,000.00</b>	<b>20,000.00</b>	<b>-</b>	<b>250,000.00</b>
<b>Grantee</b>					
Calendar Year 1 (2019)	-	-	29,579.00	36,184.00	65,763.00
Calendar Year 2 (2020)	-	-	32,866.00	91,300.00	124,166.00
Calendar Year 3 (2021)	-	-	36,382.00	102,807.00	139,189.00
Calendar Year 4 (2022)	-	-	1,371.00	110,778.00	112,149.00
Calendar Year 5 (2023)	-	-	-	53,015.00	53,015.00
Calendar Year 6 (2024)	-	-	-	-	-
Calendar Year 7 (2025)	-	-	-	-	-
<b>Grantee Total</b>	<b>-</b>	<b>-</b>	<b>100,198.00</b>	<b>394,084.00</b>	<b>494,282.00</b>