



## EXECUTIVE SUMMARY

**Recommendation that the Broward College District Board of Trustees authorize the Promise Neighborhood Grant Transfer Agreement between Broward College, Florida Atlantic University & the U.S. Department of Education. Fiscal Impact: Approximately \$19,982,762.00; in remaining grant funds to be transferred**

**Presenter(s):** Steven Tinsley,

**What is the purpose of this contract and why is it needed?**

**Answer:** The purpose of this transfer agreement is to transfer the Broward UP Promise Neighborhoods Grant to Florida Atlantic University, including oversight of all grant programs, sub-recipient partners, and funds based on the remaining funds in the ED grant account effective October 1, 2024.

**What procurement process or bid waiver was used and why?**

**Answer:** There was no procurement process or bid waiver used for this transfer agreement.

**Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?**

**Answer:** No

**What fund, cost center and line item(s) were used?**

**Answer:** FD200 CC0743 BU308 Grant: Promise Neighborhoods (Federal) Line Item - Contractual

**Has Broward College used this vendor before for these products or services?**

**Answer:** Not Applicable

**Was the product or service acceptable in the past?**

**Answer:** Not Applicable

**Was there a return on investment anticipated when entering this contract?**

**Answer:** By transferring the grant to Florida Atlantic University, and retaining the programs under the Workforce Development and College and Career Readiness pipelines that align with the College's mission, we anticipate a return on investment as it relates to enrollment.

**Was that return on investment not met, met, or exceeded and how?**

**Answer:** Not applicable

**Does this directly or indirectly feed one of the Social Enterprise tactics and how?**

**Answer:** Yes. This program addresses the Guarantee Access to Higher Education goal of the Social Enterprise Plan. The target population is underserved Broward UP Promise Neighborhood communities.

**Did the vendor amend Broward College’s legal terms and conditions [to be answered by the Legal Office] if the College’s standard contract was used and was this acceptable to the Legal Office? Approved by outside counsel Scott Cole's office.**

**FISCAL IMPACT:**

Description: Fiscal Impact: Approximately \$19,982,762.00; in remaining grant funds to be transferred.

09/24/24

CC0743 · BrowardUP

\$19,982,762.00












<b>RESULT:</b>	<b>TABLED [UNANIMOUS]</b>	<b>Next: 9/4/2024 10:30 AM</b>
<b>MOVER:</b>	Alexis Yarbrough, Chair	
<b>SECONDER:</b>	Michael Caschette, Trustee	
<b>AYES:</b>	Yarbrough, Zachariah, Zanotti, LaMarca, Caschette	

APPROVAL PATH: 12436 Promise Neighborhoods Grant (U.S. Department of Education)

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Steven Tinsley	VP, Workforce Education		 Completed	
2	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
3	<b>Legal Services Review Group</b>	Review and Approval for Form and		 Completed	
4	<b>Board Clerk</b>	Agenda Preparation		 Pending	
5	District Board of Trustees	Meeting	08/20/24 08:30 AM	 Pending	
6	<b>Electronic Signature(s)</b>	Signatures obtained via DocuSig 		 Pending	

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# Grant Transfer Agreement

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United States Department of Education

## GRANT TRANSFER AGREEMENT

This agreement, entered into by

\_\_ Broward College \_\_ and \_\_ Florida Atlantic University \_\_, and

Original  
Grantee/TRANSFEROR

Replacement Grantee/TRANSFeree

the United States Department of Education, is for the purpose of transferring from the TRANSFEROR to the TRANSFeree the following grant:

PR/AWARD NUMBER:  
\_\_ S215N210001 \_\_

UEI NUMBER of TRANSFEROR: \_\_  
\_\_ G95LD67WQ8N5 \_\_

Total of Federal funds obligated  
by the TRANSFEROR to date  
\$ \_ 10,017,237.77 \_

Estimate of unobligated Federal funds  
to be transferred to TRANSFeree  
\$ \_ 19,982,762.23 \_

TITLE OF PROJECT:

\_\_ Broward UP (Unlimited Potential) Promise Neighborhoods \_\_

to:

PR/AWARD NUMBER: \_  
\_\_ S215N210001 \_\_

UEI NUMBER of  
TRANSFeree: \_ Q266L2NDAVP1 \_

NEW TITLE OF PROJECT:

\_\_ N/A \_\_

The parties agree as follows:

1. The grant will be administered by the transfer grantee under the same conditions and fully consistent with the requirements of the grant as described in the application approved by ED for this award. If a specified population is served under the grant, as proposed, that same population will be served under the transferred grant using the design of the original application as approved by ED. The same key personnel will conduct the work of the transferred grant or substitute personnel who have been approved by ED as meeting the qualifications of the original key personnel.
2. The TRANSFEROR waives all claims, demands, and rights against ED that it now has or may hereafter have in connection with this grant.

3. The TRANSFEREE and TRANSFEROR agree to comply with the terms and conditions of the grant including cooperating with closeout and audit procedures.
4. The TRANSFEREE agrees to accept payment based on the budget approved for the remainder of the project.
5. ED recognizes the TRANSFEREE as the TRANSFEROR'S successor to the grant.
6. Except as expressly provided in the agreement, nothing in it shall be construed as a waiver of any rights of ED against the TRANSFEROR.
7. Transfer of any PROPERTY related to the grant from the TRANSFEROR to the TRANSFEREE shall be undertaken in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200, Sections 200.310 through 200.316. The list of property transferred, if any, is attached to this agreement. A description of when and how the property will be transferred is also attached. Property includes equipment, pertinent files, publications, dissemination materials, mailing lists, and other items needed by the TRANSFEREE to complete the project as described in the original application.
8. TRANSFEREE and TRANSFEROR have demonstrated in their transfer documentation that the grant will still meet the original conditions of the authorizing program legislation.

The TRANSFEREE certifies that it is eligible to hold the grant under applicable statutes and regulations.

This agreement becomes effective the date it is signed by the appropriate Department of Education representative.

TRANSFEROR:

    **Broward College**    

(Name of Original Grantee)

    S215N210001    G95LD67WQ8N5    

(PR/Award Number) & (UEI Number)

    **Dr. Donald Astrab, Interim President**    

(Name and Title of Authorized Representative)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Date)

TRANSFEREE:

    **Florida Atlantic University**    

(Name of Replacement Grantee)

    S215N210001    Q266L2NDAVP1    

(PR/Award Number) & (UEI Number)

    **Dr. Gregg Fields, Interim Vice  
President for Research**    

(Name and Title of Authorized Representative)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Date)

U.S. DEPARTMENT OF EDUCATION:

\_\_\_\_\_  
(Print Name of License Holder and Program Office)

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(Signature of License Holder)

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(Date)

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