



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

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	Legal Services Review Group	Review and Approval for Form and		 Completed	
4	Board Clerk	Agenda Preparation		 Pending	
5	District Board of Trustees	Meeting	08/20/24 08:30 AM	 Pending	
6	Electronic Signature(s)	Signatures obtained via DocuSig 		 Pending	

U.S. DEPARTMENT OF EDUCATION GRANT TRANSFER AGREEMENT – FY2025

This agreement is entered into by **Broward College** (TRANSFEROR) and **Florida Atlantic University** (TRANSFEE) with the United States Department of Education (ED) for the purpose of transferring from the TRANSFEROR to the TRANSFEE the following grant(s):

PR/Award Number(s)	UEI of Transferor	Projected Total of Federal Funds to Be Drawn Down by TRANSFEROR By Date of Transfer	Estimate of Federal Funds to Be Transferred to TRANSFEE	Title of Program	DUNS Number of Transferee
S215N21000 1	G95LD67WQ8N 5	Insert Amount <u>\$10,017,237.77</u>	Insert Amount <u>\$19,982,762.23</u>	Promise Neighborhoods	080121724

The parties agree as follows:

- Effective **October 1, 2024**, TRANSFEE agrees to administer ~~each of~~ the grants transferred, as listed above, under the same conditions and fully consistent with the requirements of ~~each of~~ the grants as described in **Title IV, Part F, Subpart 2 of the Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), 34 CFR §75.708, and 2 CFR §200.308.**
- This transfer agreement is based on the authority provided by the statutes and regulations cited above.
- The TRANSFEROR waives all claims, demands, and rights against ED that it now has or may hereafter have in connection with ~~each of these~~ the grants for any matters arising after **September 30, 2024**.
- The TRANSFEE and TRANSFEROR agree to comply with the terms and conditions of ~~each of these~~ the grants, including cooperating with closeout and audit procedures, the submission of financial status and performance reports, and grant monitoring. TRANSFEROR and TRANSFEE also agree to cooperate with ED in resolving outstanding fiscal matters, such as those related to the satisfaction of match and maintenance of effort requirements and the submission of financial status reports, as applicable.
- The TRANSFEE agrees to accept transfer of ~~these~~ the grants based on the funds remaining in the ED grant account for ~~these~~ this grants on the date of the transfer: **October 1, 2024**. TRANSFEROR agrees to inform TRANSFEE and ED in writing, with documented support, no later than **September 15th, 2024**, of the amount of funds for ~~each of~~ the above-listed grants that it anticipates it will need to liquidate obligations incurred on or before **September 30, 2024**. TRANSFEROR agrees to allow ED to transfer all funds in excess of the amount needed to liquidate obligations under these grants to TRANSFEE on ~~September~~ October **1, 2024**. TRANSFEROR further agrees to allow ED to transfer all remaining funds on December 31, 2024.
- ED recognizes the TRANSFEE as the TRANSFEROR'S successor to ~~each of~~ the grants specified herein pursuant to the request for transfer dated **July 12, 2024**.

7. Except as expressly provided in the agreement, nothing in it shall be construed as a waiver of any rights of ED against the TRANSFEROR, including the recovery of funds as necessary, for all matters arising on or before **September 30, 2024**.
8. Transfer of any PROPERTY related to the grant from the TRANSFEROR to the TRANSFEREE shall be undertaken in accordance with the Uniform Guidance, **2 CFR §§200.311-313 & 200.439**. 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 (including data, financial, consumer service, and personnel files), publications, dissemination materials, mailing lists, and other items needed by the TRANSFEREE to comply with the program statute, regulations, and state plans, LEA plans, or grant application for each grant transferred [where is this?]. As of the date of this Transfer Agreement, there are no equipment items that will be transferred. TRANSFEROR warrants and represents that the PROPERTY transferred was compiled and obtained in full compliance with all terms of the grant being transferred and it has full right and authority and has obtained all necessary consents, as applicable, to make the transfer to TRANSFEROR.
9. TRANSFEREE and TRANSFEROR have demonstrated in their transfer documentation that the grant meets the conditions of the authorizing program.
10. TRANSFEREE agrees to submit updated State plans, LEA plans, grant applications or other plans, and certifications and assurances as appropriate for ~~each of the grants~~ transferred, to ED as soon as practicable before **October 1, 2024**. TRANSFEREE understands that ED cannot award new awards (e.g., **FY 2024 awards for any of these this programs**) until TRANSFEREE submits the required documentation for ~~each of the programs~~. In the updated State plans or grant applications, as appropriate, TRANSFEREE will assure that it will comply with all requirements set forth in the authorizing program legislation and implementing program regulations.
11. TRANSFEROR agrees to provide to TRANSFEREE in writing any changes in the Estimated Total of Federal funds Obligated and/or Unobligated on or before **September 30, 2024** provided in this Transfer Agreement.
12. TRANSFEROR agrees to provide to TRANSFEREE documentation supporting any changes to the Estimated Total of Federal funds Obligated and/or Unobligated on or before **September 30, 2024** provided in this Transfer Agreement.
- 12.13. TRANSFEROR agrees to provide to TRANSFEREE the total amount and documentation of the required matching funds provided by TRANSFEROR for this project. The matching amount must equal the total amount of expenditures through September 30, 2024.
14. TRANSFEROR and TRANSFEREE agree that each will be responsible for programmatic and fiscal requirements, including the satisfaction of match and maintenance of effort requirements, if applicable, and the submission of all required reports for each of the grants described herein for the period of time that the grants were under its responsibility, as applicable. Both TRANSFEROR and TRANSFEREE agree to cooperate with ED in resolving any outstanding programmatic and fiscal matters that arose under each period of their respective responsibility, regardless of when the issues become apparent. TRANSFEREE shall not be responsible for any deficiencies in programmatic and fiscal requirements, including the satisfaction of match and maintenance of effort requirements, and submission of all reports that arose prior to October 1, 2024, or after October 1, 2024

that were retained by the TRANSFEROR to close out any prior obligations. TRANSFEROR warrants and represents that it has disclosed to TRANSFEREE all material information, including without limitation any deficiencies or claims, pertaining to the grant

13.15. This agreement shall be governed by the laws of the State of Florida.

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 ED representative.

Authorized Representatives and Signatures

Broward College

Dr. Donald Astrab, Interim President
Broward College
111 East Las Olas Blvd.
Fort Lauderdale, FL 33301
Telephone: 954-201-7811
Email: dastrab@broward.edu

Signature:

Date:

Florida Atlantic University

Dr. Gregg Fields, Interim Vice President for Research
Florida Atlantic University
777 Glades Road
Boca Raton, FL 33431
Telephone: 561-799-8577
Email: fieldsg@fau.edu

Signature:

Date:

U. S. DEPARTMENT OF EDUCATION:

Elson Nash, Director, School Choice and Improvement Programs
Office of Elementary and Secondary Education

Signature:

Date:

ATTACHMENT #1

**Grants to be Transferred from Broward College to ~~Community Foundation of Broward~~ Florida Atlantic University
Promise Neighborhoods**

CFDA Number: 84.215N

Program Office: School Choice and Improvement Programs

Program Type: Discretionary

Statute: Title IV, Part F, Subpart 2 of ESEA, as amended by ESSA

Implementing Regulations: 34 CFR §75.708

Administrative Regulations: 2 CFR §200.308

BC needs to add the list of Property that will be transferred, including:

A description of **when** and **how** the property will be transferred. Property includes equipment, pertinent files (including data, financial, consumer service, and personnel files), publications, dissemination materials, mailing lists, and other items needed by the TRANSFEREE to comply with the program statute, regulations, and state plans, LEA plans, or grant application for each grant transferred.

[FAU would like all data and files from BC pertaining to the grant and BC's work on the grant through the transfer date]