



## EXECUTIVE SUMMARY

**Recommendation that the Broward College District Board of Trustees authorize the Subaward agreement with Florida Atlantic University for Promise Neighborhoods grant expenses prior to October 1.**

**Total Grant Amount: \$739,711.07, Match Required: Yes, Match Amount: \$739,711.07**

**Presenter(s): Steven Tinsley, Vice President of Workforce Education and Strategic Partnerships**

### **1. Describe the purpose of the grant.**

The grant is intended to support people, services, and organizations to create a cradle-to-career pipeline, through which members of disadvantaged communities have access to high-quality early care and education, smooth and effective transition to kindergarten, excellent K-12 schools, and pathways to achieve postsecondary and career success. This subaward agreement is for expenses related to the grant that the College incurred prior to October 1, the date the grant transferred to FAU. The College was unable to be directly reimbursed by the US Department of Education for expenses incurred prior to October 1 in the amount of \$739,711.07. This subaward agreement will allow FAU to reimburse the College for these expenses.

### **2. Describe the College's plans for meeting the grant requirements. Include details such as staffing plan and how any match requirements will be met.**

Grant funds will reimburse for Promise Neighborhoods grant expenses already incurred, between May 2024 and September 2024. These include expenses incurred by subrecipients, as well as Broward College.

### **3. [To Be Answered by Legal Department Only] Describe any unusual legal terms and conditions that were not resolved during the review process.**

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

**This Executive Summary is approved by:**

**Steven Tinsley  
Vice President of Workforce Education and Strategic Partnerships**

APPROVAL PATH: CS 191 Promise Neighborhood Subaward for expenses prior to October 1st

Department Head 1 Auto Complete	N/A Auto Complete	12/3/2024
Department Head 2 Review	N/A Auto Complete	12/3/2024
Departments Approved-Auto Complete	Isabella Young	12/3/2024
Auto Complete-No IT Review Needed	Raj Mettai	12/3/2024
Auto Complete - No Procurement Review	Orlando Aponte	12/4/2024
Budget Review- Auto Complete	Christine Sims	12/5/2024
Review Executive Summary and Add Files	Isabella Young	12/3/2024
Auto Complete - No IT Review Needed	Isabella Young	12/3/2024
Department Head 3 Review	Steven Tinsley	12/3/2024
Contracts Coordinator Review	Natalia Triana-Aristizabal	12/3/2024
Attorney Review	Kristina Raattama	12/5/2024
Awaiting Contract Committee Approval	Elizabeth Beavin	12/6/2024

## FDP Cost Reimbursement Subaward

<b>Federal Awarding Agency:</b> Other [Type in Agency]		U.S. Department of Education
<b>Pass-Through Entity (PTE):</b> Florida Atlantic University Board of Trustees (FAU)		<b>Subrecipient:</b> Broward College
PTE PI: Gregg Fields	Sub PI: Lori Morton	
PTE Federal Award No: S215N230041	Subaward No: BR-K367	
Project Title: Promise Neighborhoods Implementation Grants		
<b>Subaward Budget Period:</b> Start: 07/01/2024 End: 09/30/2024		Amount Funded This Action (USD): \$ 739,711.07
<b>Estimated Period of Performance:</b> Start: End:		Incrementally Estimated Total (USD): \$

### Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Authorized Official Contact and the Subrecipient's Authorized Official Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the Authorized Official Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:  Name: Miriam Campo Date: _____ Title: Associate Vice President for Research	By an Authorized Official of the Subrecipient:  Name: Donald Astrab Date: _____ Title: Interim President, Broward College
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**Attachment 1**  
**Certifications and Assurances**

Subaward Number:

BR-K367

**Certification Regarding Lobbying (2 CFR 200.450)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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**Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.214 and 2 CFR 180.

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**Audit and Access to Records**

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.332 (a)(5), 200.337, and 200.338 as applicable.

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**Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)**

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

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The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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**Use of Name**

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

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**Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment**

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

**Attachment 2**  
**Federal Award Terms and Conditions**

Subaward Number  
BR-K367

**Required Data Elements**

The data elements required by Uniform Guidance are incorporated in the attached Federal Award.

Awarding Agency Institute (If Applicable)		
Federal Award Issue Date	FAIN	Assistance Listing No.
Assistance Listing Program Title (ALPT)		
Key Personnel Per NOA		

**This Subaward Is:**

- Research & Development       Subject to FFATA

**General Terms and Conditions**

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:  
<https://www.ed.gov/grants-and-programs/manage-your-grant/education-department-general-administrative-regulations-edgar-and-other-applicable-grant-regulations>
2. 2 CFR 200
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:  
<https://www.ed.gov/grants-and-programs/manage-your-grant/education-department-general-administrative-regulations-edgar-and-other-applicable-grant-regulations>
4. Applicable Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:  
<https://www.ed.gov/grants-and-programs/manage-your-grant/education-department-general-administrative-regulations-edgar-and-other-applicable-grant-regulations> (and in Prime Award) except for the following:
  - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
  - b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
  - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
  - d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
  - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income: Other - N/A

**Special Terms and Conditions:**

**Data Sharing and Access:**

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

No additional requirements

**Data Rights:**

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

**Copyrights:**

Subrecipient Grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

**Promoting Objectivity in Research (COI):**

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: U.S. Department of Education

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

**Work Involving Human or Vertebrate Animals** (Select Applicable Options)

No Human or Vertebrate Animals

IRB

Not required for the following reason:

Human Subjects

There is an sIRB designated

Vertebrate Animals

The PTE requires verification of IRB and/or IACUC approval be sent to the  as required above:

Subrecipient agrees that any non-exempt human and/or vertebrate animal research protocol conducted under this Subaward shall be reviewed and approved by the appropriate Institutional Review Board (IRB) and/or its Institutional Animal Care and Use Committee (IACUC), as applicable and that it will maintain current and duly approved research protocols for all periods of the Subaward involving human and/or vertebrate animal research. Subrecipient certifies that the appropriate IRB and/or IACUC are in full compliance with applicable state and federal laws and regulations. The Subrecipient certifies that any submitted IRB / IACUC approval represents a valid, approved protocol that is entirely consistent with the Project associated with this Subaward. In no event shall Subrecipient invoice or be reimbursed for any human or vertebrate animals related expenses incurred in a period where any applicable IRB / IACUC approval is not properly in place.

**Human Subjects Data** (Select One)

Human Subjects Data will be exchanged under this Subaward (check all that apply):

The PTE will set forth the terms of the exchange of Human Subjects Data (Select One):

- From Subrecipient to PTE
- From PTE to Subrecipient

This section left intentionally blank

**Additional Terms**

Invoicing.

All invoices and supporting documentation (if applicable), for each billing period, must be submitted via email as one PDF file. Other file types or multiple attachments will not be accepted.

Florida E-Verify Law; Section 448.095, Florida Statutes.

Subrecipient represents and warrants to FAU that it is registered with and using the E-Verify system to verify the work authorization status of all newly hired employees (as defined in F.S. 448.095) and covenants to continue to do so throughout the term of this Subaward. Subrecipient further covenants that it will (i) require its subcontractors, if any, to register with and use the E-Verify system; (ii) obtain the statutorily required affidavits from such subcontractors throughout the term of this Subaward; and (iii) immediately following FAU's request, provide FAU with evidence of compliance with these requirements, including providing copies of subcontractor affidavits, if applicable. FAU may be required to terminate this Subaward or require Subrecipient to terminate a subcontract, if applicable, if FAU determines Subrecipient or the subcontractor, as applicable, has knowingly violated F.S. 448.095(1). Subrecipient further covenants that it will comply with the requirements of F.S. 448.095 throughout the term of this Subaward. F.S. 448.095 shall be interpreted consistently with applicable federal laws or regulations. If there are new regulatory pronouncements or guidances or statutory requirements regarding, or judicial interpretations of, F.S. 448.095 during the term of this Subaward, the parties agree to update this clause so that it complies with such pronouncements, requirements and interpretations.



**Attachment 3A**  
**Pass-Through Entity (PTE) Contacts**

Subaward Number:

BR-K367

**PTE Information**

Entity Name: Florida Atlantic University Board of Trustees (FAU)

Legal Address:  
777 Glades Road  
Boca Raton, FL 33431

Website: <https://www.fau.edu/research-admin/sponsored-programs/>

**PTE Contacts**

Central Email: sponsoredprograms@fau.edu

Principal Investigator Name: Gregg Fields

Email: fieldsg@fau.edu

Telephone Number: 561-297-0268

Administrative Contact Name: Patrice Cochran

Email: sponsoredprograms@fau.edu

Telephone Number: 954-236-1472

COI Contact email (if different to above):

Financial Contact Name: Heather Saunders

Email: heather@fau.edu

Telephone Number: 561-297-0129

Email invoices?  Yes  No Invoice email (if different): accountspayable@fau.edu

Authorized Official Name: Miriam Campo

Email: sponsoredprograms@fau.edu

Telephone Number: 772-242-2233

**PI Address:**

Florida Atlantic University  
777 Glades Road Admin Building 10, Room 392  
Boca Raton, FL 33431

**Administrative Address:**

Florida Atlantic University  
Office of Sponsored Programs  
777 Glades Road, Admin Building 10, Suite 297  
Boca Raton, FL 33431

**Invoice Address:**

Florida Atlantic University  
Controller's Office (Accounts Payable)  
777 Glades Road, Building AD-10, Room 149  
Boca Raton, FL 33431

**Attachment 3B**  
**Subrecipient Contacts**

Subaward Number:  
BR-K367

**Subrecipient Information for [FFATA](#) reporting**

Entity's UEI Name:

EIN No.:  Institution Type:

UEI:  Currently registered in SAM.gov:  Yes  No

Parent UEI:  Exempt from reporting executive compensation:  Yes  No *(if no, complete 3Bpg2)*

Place of Performance Address:  *This section for U.S. Entities:* Zip Code [Look-up](#)  
Congressional District:  Zip Code+4:

**Subrecipient Contacts**

Central Email:

Website:

Principal Investigator Name:

Email:  Telephone Number:

Administrative Contact Name:

Email:  Telephone Number:

Financial Contact Name:

Email:  Telephone Number:

Invoice Email:

Authorized Official Name:

Email:  Telephone Number:

**Legal Address:**

Willis Holcombe Center 111 East Las Olas Blvd. Bldg. 33  
Ft Lauderdale, FL 33301

**Administrative Address:**

Cypress Creek Admin. Center 6400 N.W. 6th Way  
Ft. Lauderdale, FL 33309

**Payment Address:**

Attention: Nadine Kingston / Grants Accounting 6400 NW 6th Way  
Fort Lauderdale, FL 33309



**Attachment 3B-2**  
**Highest Compensated Officers**

Subaward Number:  
BR-K367

**Subrecipient:**

Institution Name:

PI Name:

**Highest Compensated Officers**

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

**Attachment 4**  
**Reporting and Prior Approval Terms**

Subaward Number:

BR-K367

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

**Technical Reports:**

- Monthly technical/progress reports will be submitted to the PTE's  within  days of the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's .
- Annual technical / progress reports will be submitted within  days prior to the end of each budget period to the PTE's . Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- A Final technical/progress report will be submitted to the PTE's  within  days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's  in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

**Prior Approvals:**

Carryover:

Carryover is restricted for this subaward by the:

*Carryover instructions and requirements are as stated by the Federal Awarding Agency guidance or as shown below.*

Submit carryover requests to the .

**Other Reports:**

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via designated portal and PTE's  within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's  within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.  
A negative report is required:
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional cost sharing requirements included below:

**Additional Technical and Reporting Requirements:**

Only a final financial invoice with appropriate back up documentation is requested to pay Broward College for their outstanding expenses.

**Attachment 5**  
**Statement of Work, Cost Sharing, Indirects & Budget**

Subaward Number:  
BR-K367

**Statement of Work**

Below  Attached,  pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

This subaward is for the sole reason to be able to pay Broward College for their final invoice of the Broward Up Promised Neighborhood project. No SOW is required.

**Budget Information**

<b>Indirect Information</b> Indirect Cost Rate (IDC) Applied <input type="text" value="51.5"/> % Rate Type: <input type="text" value="Modified Total Direct Costs"/>	<b>Cost Sharing</b> <input type="text" value="Yes"/> If Yes, include Amount: \$ <input type="text" value="TBD"/>
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**Budget Details**  Below  Attached,  pages

- Per the attached pre-award letter from the U.S. Department of Education, FAU has been authorized to pay the final invoice from Broward College prior to FAU becoming the grantee.
- The Broward College cost sharing requirement for the period prior to October 1, 2024, is not the responsibility of FAU. Broward College will work directly with the U.S. Department of Education to meet the cost sharing.

**Budget Totals**

Direct Costs \$   
Indirect Costs \$   
Total Costs \$

*All amounts are in United States Dollars*

## **Attachment 6**

### **Notice of Award (NOA) and any additional documents**

- The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- Not incorporating the NOA or any additional documentation to this Subaward.



UNITED STATES DEPARTMENT OF EDUCATION

OFFICE OF ELEMENTARY AND SECONDARY EDUCATION

November 6, 2024

Gregg Fields  
Florida Atlantic University  
5353 Parkside Drive  
Building MC17, Room 109  
Jupiter, FL 33458

PR/Award No: S215N230041

Dear Gregg Fields:

This letter serves as approval for pre-award costs for the Florida Atlantic University (FAU) Promise Neighborhood grant #S215N230041. FAU is allowed to draw and disburse funds for allowable activities that occurred prior to September 30, 2024, in accordance with 2 CFR 200.458. This includes activities that occurred prior to the transfer of the grant from Broward College to FAU.

These activities should be charged to the budget period that they occurred. Additionally, Broward College will be responsible for the matching requirement for the costs associated with these activities.

Please let us know if you have any questions about this approval.

Sincerely,

Rich Wilson  
Team Lead  
Promise Neighborhoods Program

CC: Miriam Campo  
James Guitard