



Texas State Library and Archives Commission Family Place™ Training Award Grant Contract

Grant Number: **FPG-25001**

1. Parties

This grant contract is an agreement between the Texas State Library and Archives Commission (TSLAC), the library identified below, and the library's legal entity (library and library's legal entity collectively referred to as "Recipient"). TSLAC and Recipient are collectively referred to as "the parties."

Library's Legal Entity Name:	Burnet County
Library Name and Address:	Burnet County Library System 100 E Washington St

Burnet, TX 78611-3114

FUEI No.:	NX8AEXE5ALC7
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2. Purpose of the Grant Contract

The purpose of this grant contract is to assist the recipient library in becoming a Family Place Library™. The Family Place Libraries™ Training Institute provides theoretical grounding and practical training in family-centered library services. Designated Recipient staff members ("trainee" or "trainees") will attend training provided by Family Place Libraries™. Upon successful completion of training, the library will receive a reimbursement grant up to \$6,000 to purchase resources to help redesign their library environment to:

- Create a welcoming and developmentally appropriate environment for children beginning at birth.
- Connect parents with the resources, programs and services offered at the library and other family service agencies.
- Connect with non-traditional library users.
- Ensure children have access to resources that will allow them to enter school ready and able to learn.

3. Library Personnel

TSLAC will sponsor trainees to attend Family Place™ Training at Cedar Park Public Library in Cedar Park, Texas, May 5-8, 2025.

Name:
Email Address:
Telephone Number:

Name:
Email Address:
Telephone Number:

4. Term of the Grant Contract

This grant contract will begin on April 1, 2025, and terminate April 30, 2028, unless it is terminated earlier in accordance with another provision of this contract. Family Place™ training and purchases made with grant funds will occur before August 31, 2025; however, the contract will remain effective until final reports are submitted by library in accordance with section 5.5 below.

5. Recipient's Contractual Services and Required Obligations

- 5.1.** Each trainee will attend all scheduled activities of the Family Place™ Training Institute as outlined in the Family Place™ training syllabus. Any trainee with a disability may request an accommodation by contacting the TSLAC Family Place™ Program Manager. If any trainee is unable to complete the training, or becomes otherwise ineligible to attend (e.g., accepts a different position within the library or leaves employment at the library named above), Recipient must notify TSLAC as soon as possible. Substitutions may be permitted subject to TSLAC approval.
- 5.2.** Recipient will provide services as outlined in the approved grant application (Family Place™ Library Grant for SFY 2025) as approved by TSLAC and as provided in this agreement. Grant funds must be used to meet TSLAC, state, and federal goals. Recipient must report information relating to best practices and performance outcomes during the period of this contract. The approved grant application submitted by Recipient is incorporated into this contract as if fully set forth herein. In the event of any conflict between the grant application and this contract, this contract shall prevail.
- 5.3.** Within six (6) months of trainees' completion of training, Recipient will:
 - 5.3.1.** Report on expenditures in accordance with the requirements and timeline provided in Section 7.
 - 5.3.2.** Create and maintain a family-friendly, interactive public space within the Children's area of the library in accordance with information provided during the training.
 - 5.3.3.** Develop a Parenting Collection in or adjacent to the library's Children's area.
 - 5.3.4.** Provide in-house orientation for staff and/or volunteers and/or library board members about the purpose and objectives of becoming a Family Place Library™.
- 5.4.** Within one (1) year of trainees' completion of training, Recipient will:
 - 5.4.1.** Develop coalitions/partnerships with community-assistance agencies as described during the training.
 - 5.4.2.** Plan, advertise, and implement a minimum of one 5-week session, 1 hour per week, of the Parent/Child Workshops or equivalent, as described during the training.
- 5.5** Within three (3) years of trainees' completion of training, Recipient will:
 - 5.5.1.** Annually implement two 5-week sessions, 1 hour per week, of the Parent/Child Workshops or equivalent, during the second and third year after the training.
 - 5.5.2.** Engage in support and consulting provided by staff from the Middle Country Public Library.
 - 5.5.3.** Work with Middle Country Public Library to coordinate a site visit approximately 18 months after completing the training.
 - 5.5.4.** Maintain documentation regarding implementation of the library's Family Place™ Plan and report annual statistics related to the Parent/Child Workshops, Early Childhood Programs, Space Usage, Collaborations and Outreach Efforts, as required by the Middle Country Public Library.
 - 5.5.5.** Complete all required State and Family Place™ Evaluations and Progress Reports about their Family Place Library™.
 - 5.5.6.** Replace and refresh the materials and resources in the early learning center, as needed.
 - 5.5.7.** Train additional staff as needed to sustain the program in the event of a staff member leaving.

6. Source of Funds, Grant Amounts, and Disbursement Requirements

- 6.1.** Grant award to Recipient for reimbursement of resource costs to establish a Family Place™-designated area at the library shall not exceed \$6,000. Indirect costs, as included in the total amount awarded, shall not exceed 0.000 or \$0.00 as indicated in the budget below.

Source of funds: General Revenue, State Fiscal Year 2025

6.1.1. Recipient must encumber expenses to implement the Family Place™ program (up to \$6,000) no later than July 31, 2025.

6.2 Grant award to Recipient includes a travel stipend of up to \$700.00 for each trainee identified in Section 3 above. This travel stipend will be used by Recipient to apply to costs for travel to and from the training site and transportation while attending training. No additional funds will be available for travel should actual costs exceed \$700.00 per recipient.

7. Additional Obligations and Certifications of Recipient

7.1. Grant Amounts and Disbursement Requirements

7.1.1. The Recipient is restricted to one of two methods for requesting funds from TSLAC. The Recipient may request reimbursement of actual expenditures for the Recipient's normal billing cycle, or advance payment for estimated expenditures to be incurred within the 30-day period following the request. Only Recipients providing documentation to demonstrate a lack of sufficient working capital and the ability to minimize the time elapsing between transfer of funds from TSLAC and disbursement of grant funds will be allowed to request advance payments.

7.1.2. The Recipient must request payments from TSLAC using TSLAC's Request for Funds form (RFF) via TSLAC's online Grant Management System (GMS), located at <https://grants.tsl.texas.gov>. Requests may be submitted to TSLAC no more often than once every 30 days, and no less often than once per quarter. Funds will be processed and paid to the Recipient provided TSLAC has received a fully executed contract, and Recipient has fulfilled all reporting and training requirements for current and preceding contracts and submitted supporting documentation with the RFF.

7.1.3. When submitting an RFF for reimbursement, the Recipient must provide TSLAC with supporting documentation, such as receipts, paid invoices, time sheets, and/or pay stubs to support the amount requested before payment will be processed. Recipient must submit the final request for reimbursement no later than **August 31, 2025**.

7.1.4. The Recipient may not obligate or encumber grant funds after **July 31, 2025**. All obligations and encumbrances must be liquidated or paid no later than **August 31, 2025**. If the Recipient cannot meet this deadline, the Recipient may request an extension. Please contact the Family Place™ Program Manager for details on this procedure. Extensions may be approved by TSLAC on a case-by-case basis.

7.1.5. Interest earned in excess of \$500 on advanced funds must be returned to TSLAC per requirements in the State of Texas Grant Management Standards (TxGMS). All unexpended grant funds must be returned to TSLAC per requirements in TxGMS. If the Recipient does not expend funds on a regular basis and/or provide notice relating to unexpended funds when requested, TSLAC reserves the right to act as necessary to reduce any unexpended balances, including reducing the amount specified in Section 6. above up to the full expended balance remaining.

7.1.6. Per the approved grant application, funds are authorized according to the following budget:

Salaries/Wages/Benefits	\$0.00
Travel	\$1,400.00
Equipment	\$0.00
Supplies/Materials	\$6,000.00
Services	\$0.00
Consultant Fees	\$0.00
Indirect Costs	\$0.00
Total	\$7,400.00

8. REQUEST FOR FISCAL AND PROGRAMMATIC CHANGES

The Recipient will not be permitted any fiscal or programmatic change requests related to the Family Place™ program. All program requirements are pre-established by Family Place™ and the Texas State Library and Archives Commission. Materials purchased must align with items designated by Family Place™ as appropriate to meet the Family Place™ program requirements. Any items purchased by Recipient that do not meet program requirements will not be reimbursed by TSLAC to Recipient.

9. EQUIPMENT AND PROPERTY REQUIREMENTS

This grant does not cover any costs associated with equipment or property.

10. REPORTING REQUIREMENTS

- 10.1.** The State Legislature has charged TSLAC with submitting performance measure reports that specify the level of services provided by its programs and services. In accepting these grant funds, the Recipient acknowledges responsibility for performing certain services on behalf of TSLAC, as outlined in the approved grant application. Therefore, the Recipient is responsible for submitting to TSLAC periodic reports that reflect the Recipient's level of performance on these services. To comply with these requirements, the Recipient agrees to submit reports that are timely, accurate, auditable, and consistent with definitions.
- 10.2** The Recipient agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and/or, (3) any other issues identified in the Recipient's grant activities or internal audit. Drafts of this procedural documentation will be submitted to TSLAC, or by other methods as requested by TSLAC by dates established mutually between TSLAC and Recipient. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines.
- 10.3** The Recipient agrees to submit annual performance reports detailing grant-funded activities via TSLAC'S GMS, or by other methods as requested by TSLAC, on or before due dates listed in the following schedule. In the event that a due date falls on a weekend or state holiday, the respective report will be due on the next business day. Recipient agrees to include information on project progress and outcomes as defined by TSLAC in the reports. A copy of the Recipient's annual report to Family Place™ will be submitted as part of the annual performance report requirements.

<u>Reporting Period</u>	<u>Due Date</u>
Y1 (April 1, 2025–March 31, 2026)	April 30, 2025
Y2 (April 1, 2026–March 31, 2027)	April 30, 2026
Y3 (April 1, 2027–March 31, 2028)	April 30, 2027

- 10.4** The Recipient will ensure that all fiscal reports or vouchers requesting payment under this agreement include a certification, signed by an official who is authorized to legally bind the Recipient, that the reports are true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. The Recipient acknowledges that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the signing official to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise.
- 10.5** The Recipient agrees to submit an audit certification form for the auditable period encompassing August 31, 2025, to TSLAC no later than **December 31, 2025**, or other deadline as specified by TSLAC.
- 10.6** If a single audit is required, the Recipient will comply with the TxGMS, Standard Financial Management Conditions, Audits, Program-Specific Audit, Part 4A. The audit shall be completed and the required data collection form submitted to TSLAC within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance or a different period is specified in a program-specific audit guide.
- 10.7** TSLAC reserves the right to withhold final payment on this Grant until all required reports and forms are received as applicable.

11. GENERAL TERMS AND CONDITIONS

- 11.1. The Recipient will comply with the Family Place Library™ Grant Program Guidelines for SFY 2025.
- 11.2. The Recipient will comply with the Rules for Administering the Family Place Library™ Grant as outlined in the Notice of Funding Opportunity, and Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 1, General Grant Guidelines.
- 11.3. The Recipient will comply with the following rules and guidance as applicable:
 - 11.3.1. Texas Grants Management Standards (TxGMS) (<https://comptroller.texas.gov/purchasing/docs/grant-management-readerv2.0.pdf>); and
 - 11.3.2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200) (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>).
- 11.4. The Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. Recipient understands that IMLS and TSLAC reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal or state government purposes. (2 CFR §200.315)
- 11.5. Recipient understands that the federal awarding agency, IMLS, and TSLAC have the right to:
 - 1. obtain, reproduce, publish or otherwise use, the data produced under a Federal award; and
 - 2. authorize others to receive, reproduce, publish or otherwise use such data for Federal or state government purposes.
- 11.6. All publicity relating to the grant award must include acknowledgment of the Institute of Museum and Library Services (www.imls.gov/recipients/imls_acknowledgement.aspx) and the Texas State Library and Archives Commission. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Recipient's website, and materials distributed through the grant project. The Recipient will provide TSLAC with one set of all public relations materials produced under this grant with the final quarterly performance report.
- 11.7. The Recipient will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, religion, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), that prohibits discrimination on the basis of sex in education programs; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §701 et seq., including §794), which prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990; (d) the Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and §527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and §290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) that may apply to the application.
- 11.8. The Recipient understands that acceptance of funds under this contract acts as acceptance of the authority of duly authorized representatives of TSLAC, the Comptroller General of the United States, and the Texas State Auditor's Office, or any successor agencies, to conduct an audit or investigation in connection with those funds. Recipient further agrees to cooperate fully with said representatives in the conduct of the audit or investigation and agrees to provide access to all books, documents, papers, examinations, excerpts, transcripts, copies, and any other records necessary to conduct the audit and/or investigation. Recipient will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Recipient, and the requirement to cooperate, is included in the contract for any sub-grant awarded.
- 11.9. The Recipient, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Recipient and its employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.
- 11.10.** The Recipient agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2023-2027 is submitted (anticipated date of submission is January 29, 2029). **This means the Recipient must maintain all grant-related records through January 29, 2032. Recipients that operate as state agencies must comply with Texas Government Code Section 441.1855 relating to state agency contracting and the retention of all contract-related documents.**
- In the event the Recipient or receiving entity no longer exists, the Recipient will notify TSLAC in writing providing the name of the legal entity that will maintain the records and the location of said records.**
- 11.11.** This grant may be terminated by written notice and mutual agreement of both parties. The termination notice must be given no less than 30 days prior to the termination date. Where notice of termination is given, the Recipient shall:
- 11.11.1.** Take immediate steps to bring the work or grant activities to a close in a prompt and orderly manner. Recipient will complete reporting requirements outlined in Section VII of this document and in a manner mutually agreed upon by both parties as part of the closeout process.
 - 11.11.2.** Reduce expenses to a minimum and not undertake any forward commitment. All contracted funds that are not spent, encumbered or obligated at the time of notice of termination shall revert back to TSLAC according to processes established in 7.1.5 of this document and according to a timeline mutually agreed upon by both parties.
- 11.12.** In the event the Recipient loses all program staff prior to the end of the grant period or the termination date, whichever is earlier, the Recipient is obligated to fulfill all terms and conditions of the grant with regard to reporting requirements, retention of records and requirements for disposition of equipment and supplies.

12. ENFORCEMENT

- 12.1.** Remedies for noncompliance. If a Recipient materially fails to comply with any term of the contract, whether stated in the contract itself, a state or federal statute or regulation, an assurance in a state plan or application, a notice of award, or elsewhere, TSLAC may take one or more of the following actions or impose other sanctions as appropriate in the circumstances:
- 12.1.1.** Temporarily withhold cash payments pending correction of the deficiency by the Recipient, or more severe enforcement action by TSLAC;
 - 12.1.2.** Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - 12.1.3.** Wholly or partly suspend or terminate the current contract for the Recipient's program;
 - 12.1.4.** Withhold further awards for the program; or
 - 12.1.5.** Take other remedies that may be legally available.

- 12.2.** Hearings, appeals. In taking an enforcement action under this section, TSLAC will provide the Recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient is entitled under any statute or regulation applicable to the action involved, if any. Appeal/protest procedures are outlined in the Texas Administrative Code (TAC), Title 13, Part 1, Chapter 2, Subchapter A, Rule 2.55.
- 12.3.** Effects of suspension and termination. Costs to Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless TSLAC expressly authorizes them. Other Recipient costs incurred during suspension or after termination that are necessary and not reasonably avoidable are allowable if:
- 12.3.1.** The costs resulting from obligations that were properly incurred by the Recipient before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are noncancelable; and,
- 12.3.2.** The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- 12.4.** Relationship to Debarment and Suspension — The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under Executive Order 12549 (TxGMS, Appendix 6, Debarment and Suspension) and state law.

13. CONTACTS AT TSLAC

Questions or concerns about programmatic issues should be directed to

Katelyn Patterson, Youth Services Consultant
Phone: 512-463-5433 / 800-252-9386 toll-free in TX
Email: kpatterson@tsl.texas.gov

Questions or concerns about budget and/or program revisions, and performance reports should be directed to:

Dominic Gonzales, Grants Administrator
Phone: 512-463-5581/ Fax: 512-936-2306
E-mail: dgonzales@tsl.texas.gov

Questions or documentation relating to requests for funds, payments, and financial status should be directed to:

Arturo Villarreal, Grants Accountant
Phone: 512-463-5472 / Fax: 512-475-0185
E-mail: grants.accounting@tsl.texas.gov

Questions or concerns about advance payments and other financial issues should be directed to:

Rebecca Cannon, Manager, Accounting and Grants
Phone: 512-463-6626 / Fax: 512-475-0185
E-mail: rcannon@tsl.texas.gov

Payments from Recipient to TSLAC, such as refunds and those for excess advanced funds or interest earned on advanced funds, should be mailed to the following address with an explanation of the purpose of the payment and the grant number:

Grants Accountant
Accounting and Grants Department
Texas State Library and Archives Commission
PO Box 12516
Austin, TX 78711-2516

14. APPLICABLE AND GOVERNING LAW

- 14.1.** The laws of the State of Texas shall govern this grant.
- 14.2.** All duties of either party shall be legally performable in Texas. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Texas, and the forum and venue for such disputes shall be Travis County, District Court.
- 14.3.** This grant contract is subject to the availability of funds. TSLAC may reduce or terminate this grant contract when the availability of funding is reduced or eliminated.

15. GRANT CERTIFICATIONS

- 15.1.** TSLAC certifies that: (1) the services specified in the approved grant application and this contract are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations; (2) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder; and, (3) the grant is in compliance with Texas Government Code §441.006, Texas Government Code §441.135; Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.119 regarding General Grant Guidelines; the Library Services and Technology Act (LSTA); the State Plan for the LSTA in Texas; and TxGMS.
- 15.2.** The Recipient certifies that all costs included in this grant award are properly allocable to federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements.
- 15.3.** The Recipient certifies that the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently, and the negotiating agency will be notified of any accounting changes that would affect the predetermined rate.
- 15.4.** The Recipient certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Recipient shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all Recipients shall certify and disclose accordingly, as specified in 31 U.S.C. §1352.
- 15.5.** Recipient certifies that neither Recipient nor any of its principals (a) are presently excluded or disqualified; (b) have been convicted within the preceding three years of any of the offenses listed in 2 CFR §180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR §180.800(a); or (d) have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. Where the Recipient is unable to certify to any of the statements in this certification, the Recipient shall attach an explanation to these Certifications.
- 15.6.** The Recipient certifies all applicable activities related to this grant will be in compliance with the Copyright Law of the United States (Title 17, U.S. Code).
- 15.7.** In addition to Federal requirements, state law requires a number of assurances from applicants for Federal pass-through or other state-appropriated funds. (TxGMS, Appendix 6, Uniform Assurances by Local Government).

16. SIGNATURES

GRANTOR

Texas State Library and Archives Commission

Sarah Karnes, Library Development and Networking
Director

Date

Approved by:

_____ Chief Operations and Fiscal Officer

_____ Grants Administrator

SUBRECIPIENT

Burnet County, Burnet County Library System

Signature (official empowered to enter into
contracts)

Typewritten or Printed Name

Title

Date