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## 2024 ARTSFUND Terms and Conditions of the Award

Each grantee organization agreed to the following Terms and Conditions through the submission of the ARTSFUND Grant application. A copy of the Terms and Conditions are supplied here for reference.

By signing and submitting the application for the ARTSFUND Grant Program, Applicant agrees to the following Terms and Conditions. If Applicant is awarded funds from the ARTSFUND Grant Program they are a Grantee. If a Grantee fails to comply in full with these Terms and Conditions, the Grantee could be required to return the grant funds in part or in full, and/or could be disqualified from future funding.

1. The ARTSFUND provides general operating support grants intended to assist the overall mission and on-going activities of the Grantee. Grantee may use the general operating support grant for expenses related to programs, general administration, and operating expenses as described on the Grantee's ARTSFUND application.
2. When acknowledging funders, Grantee will acknowledge the Alameda County Arts Commission ARTSFUND through the use of the Arts Commission's logo and/or through the listing of the name "Alameda County Arts Commission ARTSFUND". The Alameda County Arts Commission's logo can be downloaded at the website [arts.acgov.org](https://arts.acgov.org) click on ARTSFUND and then Arts Commission Logo. There are three logo options:



3. All grant funds will be used within the grant period of July 1, 2024 to June 30, 2026.
4. At the end of the grant period, a Final Report is not required if the Grantee followed the requirement that all grant funds are used to support the overall mission and on-going activities of the grantee organization. If the Grantee did not follow this requirement, the Grantee must promptly notify the Arts Commission.
5. Grantee agrees the email addresses in the application will be added to the contact lists for newsletters and other communications distributed by the Arts Commission and its parent agency the Alameda County Auditor-Controller/Clerk-Recorder Agency.
6. Grantee is responsible to promptly notify the Arts Commission of any change of organization's contact information, mailing address, and tax-exempt status.
7. Grantee gives permission to the County, including the Arts Commission, to use information contained in Grantee's application for documentary and educational purposes.
8. Grantee is not required to obtain funds from another source to match the ARTSFUND grant award.

9. Grantee agrees to provide reasonable access to Grantee's programs that are being supported, in part or fully, by this grant to designated Arts Commission representative(s) for the purpose of observation, monitoring and reporting.
10. For the purposes of this Grant Application and any award, including all Terms and Conditions, where the grant application was made under the sponsorship of a Fiscal Sponsor, the term "Grantee" applies to both the Fiscal Sponsor organization AND to the organization, persons and activities being sponsored by the Fiscal Sponsor organization.
11. Grantee shall maintain accounts, records, and other appropriate documentation regarding costs and revenues pertaining to Grantee's programs and operations for a period of at least three years after the end of the grant period. The system of accounting employed by Grantee shall be in accordance with generally accepted accounting principles and shall be applied in a consistent manner so that the program, service and activity expenditures can be clearly identified. Grantee's financial management system shall provide for effective control over, and accountability for, all funds, property and other assets; the Grantee shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes. Arts Commission, or other County of Alameda, representatives may inspect and audit Grantee's financial accounts and records, or may designate a qualified person to do so on behalf of the County, at any time during business hours and with such frequency as may be deemed necessary.
12. Grantee agrees to observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies including all the Civil Rights Act of 1964, the Fair Labor Standards Act, as defined by the Secretary of Labor in part 505 of title 29 of the Code of Federal Regulation and the American With Disabilities Act of 1990. Grantee shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
13. If a court of competent jurisdiction holds any provision of this application, including these Terms and Conditions, to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose would be defeated by the loss of the illegal, unenforceable, or invalid provision.
14. Grantee understands and agrees that by applying to this grant program, the applicant is not in any way guaranteed to receive award funds. Dependent on qualifying applicant pool and available funds, the County may alter the amounts of the awards than reported in the program guidelines. The County of Alameda, through the Office of the Alameda County Arts Commission, reserves the right to alter any aspect of this process or overall program in any way for its own convenience at any time.