U.S. Alliance for Election Excellence

December 1, 2022

City of Madison
City Clerk's Office
Maribeth Witzel-Behl
210 Martin Luther King Jr Blvd
Room 103, City-County Building
Madison, WI 53703

I am pleased to inform you that based on and in reliance upon the information and materials provided by City of Madison the Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award a grant to support the work of City of Madison ("Grantee").

The following is a description of the grant:

AMOUNT OF GRANT: $1,500,000 USD

Amount	$500,000	$1,000,000
Disbursement date	December 2022	December 2023

PURPOSE: CTCL is dedicated to educating the public about government and democracy in the United States and to working with government agencies to develop the skills, strategies and tools to engage their citizens. CTCL has decided to make this grant to support activities that are consistent with these purposes. The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration infrastructure in City of Madison ("Purpose").

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement ("Grant Agreement") and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and jurisdiction ("Applicable Laws"). Specifically, by signing this letter Grantee certifies and agrees to the following:

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).
2. This grant shall be used only for the Purpose described above, and for no other purposes.

3. The amount of the grant shall be expended on the following specific election infrastructure needs: 1) Key Physical Components: Equipment and materials, facilities, and records, including voting locations, technical facilities, storage facilities, processing facilities, administrative facilities, and voting hardware; 2) Key Technological Components: Hardware and software components critical to supporting the election security mission, including computers, servers, databases, and other IT systems and assets used in election administration activities; and 3) Key Human Components: Personnel with specialized training, certification, knowledge, skills, authorities, or roles whose absence could cause undesirable consequences or hamper the election security mission, including strategic, operational, and temporary/seasonal support positions. Grantee may allocate grant funds among these public purposes without further notice to or permission of CTCL.
4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
5. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
6. Grantee agrees to use all grant funds exclusively for charitable or educational purposes consistent with Code Sections 501(c)(3) and 170(c)(2)(B).
7. This grant is not earmarked or designated for transmittal to any other entity or person, whether or not mentioned in any proposal or other correspondence between Grantor and Grantee. Grantee accepts full discretion and control of the grant and its disposition and responsibility for complying with this Agreement's terms and conditions.
8. Grantee agrees that grant funds will not be used: (i) to attempt to influence the outcome of any specific public election, or to participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office; (ii) to attempt to influence the selection, nomination, election or appointment of any individual to any public office or office in a political organization within the meaning of Code Section 527(e)(2); (iii) for any activity that is in violation of federal, state or local law or any effort to induce or encourage violations of law or public policy; (iv) to cause any private inurement or improper private benefit to occur; or (v) in any manner inconsistent with charitable

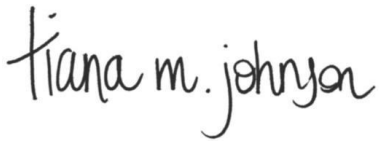
and educational purposes defined under Code Section 501(c)(3).

9. The grant project period of June 15, 2022 through December 31, 2024 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by December 31, 2024.
10. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report shall be sent to CTCL no later than January 31, 2025 in a format approved by CTCL and shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.
11. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the Madison City Clerk's Office ("the Election Department") or fail to appropriate or provide previously budgeted funds to the Election Department for the term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
12. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that CTCL is required to do so to comply with applicable laws or regulations.

Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized representative of Grantee sign below, and return a scanned copy of this letter to us by email at nareth@techandciviclife.org.

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,



Tiana Epps Johnson

Executive Director

Center for Tech and Civic Life

GRANTEE

By: _____

Title: _____

Date: _____