

IRG-97352

Thursday, September 17, 2024

City of Novi, Michigan

Dear Mayor Justin Fischer,

I'm pleased to inform you that the Institute for Responsive Government ("Responsive Gov"), a nonpartisan, nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award the **City of Novi** ("Grantee") a grant to support its nonpartisan work planning and operationalizing secure, efficient, and accessible election administration. We based this decision on the information and materials provided in the **Novi City Clerk's Office** Grant Application ("Application"), which is incorporated into this Grant Agreement as an Appendix. A copy of the Application has been provided simultaneously with this Grant Agreement for your records.

The following is a description of the grant:

- **Amount of Grant:** \$30,000
- **Public Purpose:** The grant funds must be used exclusively for the nonpartisan public purpose of planning and operationalizing secure, efficient, and accessible election administration in the **City of Novi, Michigan**. Examples of uses that fall within this public purpose include expenditures for the key human, physical, and technological assets that the U.S. Department of Homeland Security has identified as necessary to conduct elections.*

Before Responsive Gov transmits these grant funds, an authorized representative of the **City of Novi** must sign this agreement ("Grant Agreement"). By signing the Grant Agreement, the **City of Novi** agrees to comply with all **United States, Michigan, and City of Novi** laws and regulations, including but not limited to those relating to taxes, gifts, and private funding of elections ("Applicable Laws"), when accepting and using the grant funds. Grantee also agrees to accept and use the funds subject to the terms and conditions below.

By signing this Grant Agreement, you agree and certify the following:

1. The **City of Novi** is a U.S., state, or local government unit or political subdivision within the meaning of IRC section 170(c)(1). This grant shall be used only for the Public Purpose described above and for no other purposes.
2. The **City of Novi** is authorized to receive this grant from Responsive Gov, receipt of the grant does not violate any Applicable Laws, and Grantee represents that it has taken all steps, including necessary approvals, required to apply for, accept, and utilize the grant for the Public Purpose set forth above and in the Proposal.
3. Grantee has submitted an Application, which (among other things) sets forth the intended use of grant funds. That Application is incorporated into this Grant Agreement as an Appendix. Grantee shall commence expending this grant for the purposes identified in its Application upon receipt and may use the grant funds for such purposes until May 31, 2025. If Grantee needs to reallocate grant funds between the purposes identified in the Application, Grantee is permitted to do so without any

notice to Responsive Gov so long as those purposes are consistent with the Public Purpose described above.

4. If Grantee uses any part of this grant to fund another organization, it will take reasonable steps to ensure that any grant funds are used consistently with the Public Purpose of this grant and all of the terms and conditions of this Grant Agreement. Grantee further agrees that the grant funds may not be used: (1) to participate in, intervene in, or carry on, directly or indirectly (including the publishing or distribution of statements), any political campaign on behalf of (or in opposition to) any candidate for public office or public referendum; (2) to engage in any effort to induce or encourage violations of law or public policy; (3) to cause any private inurement or improper private benefit to occur; or (4) for any purpose inconsistent with IRC Section 170(c)(2)(B), which relates to charitable, educational, scientific, religious, or literary purposes.
5. The **City of Novi** shall not share with Responsive Gov—and Responsive Gov will never ask for—non-public or confidential information about your jurisdiction’s voters or voting systems.
6. Grantee shall produce a report documenting how this grant has been expended to support its public purpose described above. This report shall be provided to Responsive Gov by June 30, 2025.
7. The purpose of the grant is to supplement the funds available to the **Novi City Clerk’s Office** and not to substitute for previously budgeted funds that would otherwise be provided to Grantee by the **City of Novi, Michigan** but for the grant. You represent and warrant to the best of your knowledge that the **City of Novi, Michigan** does not intend to reduce the **Novi City Clerk’s** budget or fail to appropriate or provide previously budgeted funds to the **Novi City Clerk’s Office** because it has received this grant.
8. Responsive Gov may discontinue, modify, withhold part of, or ask for the return of all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above conditions have not been met, (b) any of the representations or certifications by Grantee are inaccurate, or (c) Responsive Gov must do so to comply with Applicable Laws.
9. The grant term shall be June 1, 2024, through May 31, 2025, and is the period during which covered costs may be applied to this Grant. To request an extension of the grant term, Grantee must provide a written request, including a new requested end date, to Responsive Gov before the end date of the grant term. Grantee must receive an amendment to the Grant Agreement to expend funds beyond the grant term.
10. Beyond the rights and obligations specifically set forth in the Grant Application and this Grant Agreement, Responsive Gov claims no legal right to control or otherwise influence the Grantee’s use of any funds provided pursuant to this Grant Agreement. Responsive Gov has no role or involvement in the operation or administration of elections conducted by the **City of Novi** as a result of this Grant Agreement, independent of the provision of the grant itself. Furthermore, it is expressly understood that by making this grant, Responsive Gov neither has or incurs any obligation to provide additional funding to the Grantee.

Please indicate that you accept and agree to these terms and conditions by having an authorized representative of your election jurisdiction sign and certify below. Please return a scanned copy of the signed letter via the link in your email at your earliest convenience. If needed, you may also return it via email at grants@responsivegov.org.

Sincerely,

Samuel Oliker-Friedland

Sam Oliker-Friedland

Executive Director

Institute for Responsive Government

By signing this Grant Agreement, I certify that I am authorized to bind the City of Novi to the terms and conditions of the Grant Agreement and that the City of Novi shall fully comply with the Grant Agreement including all restrictions on the use of funds.

Accepted on behalf of the City of Novi

By: _____

Title: _____

Date: _____

APPENDIX: City of Novi, Michigan *A More Responsive Government 2024 Grant Program* Grant Application
Submitted to the Institute for Responsive Government

* See U.S. Department of Homeland Security, Cybersecurity and Infrastructure Security Agency, 2020 Election Infrastructure Subsector-Specific Plan, at 3-4 (2020), *available at* https://www.cisa.gov/sites/default/files/publications/election_infrastructure_subsector_specific_plan.pdf