

1 SPILSBURY LAW, PLLC
2 *s/David W. Spilsbury*
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8 ATTORNEYS FOR PLAINTIFFS

9 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
10 **IN AND FOR THE COUNTY OF MARICOPA**

11 **JAMES STEVENSON, BARON**
12 **BENHAM, LYNIE STONE, JESSICA**
13 **CHAMBERS, AS AGGRIEVED**
14 **ELECTORS,**

15 **Plaintiffs,**

16 **vs.**

17 **GOVERNOR DOUG DUCEY AND**
18 **SECRETARY OF STATE KATIE**
19 **HOBBS,**

20 **Defendants.**

Case No.

DECLARATION OF
DAVID W. SPILSBURY

21
22 I, David W. Spilsbury, hereby declare as follows under penalty of perjury:

23 1. The following statements are based on my personal knowledge, and if called
24 to testify I could swear competently thereto.

25 2. Attached as Exhibit A is a copy of CTCL Grant Award, dated October 13,
26 2020.

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I declare under penalty of perjury under the laws of the United States of America
that the forgoing is true and correct.

Dated: December 4, 2020

SPILSBURY LAW, PLLC
s/ David W. Spilsbury
David W. Spilsbury, 031145
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Mesa, AZ. 85201

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CENTER FOR
TECH AND
CIVIC LIFE

October 13, 2020

Maricopa County, Arizona
Maricopa County Recorder
111 S. Third Ave.
Phoenix, AZ 85003

Dear Adrian Fontes,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Maricopa County, 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 Maricopa County ("Grantee").

The following is a description of the grant:

AMOUNT OF GRANT: \$2,995,921.50 USD

PURPOSE: The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Maricopa County in 2020 ("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.

EXHIBIT A

3. Grantee has indicated that the amount of the grant shall be expended on the following specific election administration needs: Drive-through voting, Election department real estate costs, or costs associated with satellite election department offices, Non-partisan voter education, Personal protective equipment (PPE) for staff, poll workers, or voters, Poll worker recruitment funds, hazard pay, and/or training expenses, Polling place rental and cleaning expenses for early voting or Election Day, Temporary staffing, and Vote-by-mail/Absentee voting equipment or supplies. Grantee may allocate grant funds among those needs, or to other public purposes listed in the grant application, 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. The grant project period of June 15, 2020 through December 31, 2020 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, 2020.
6. 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.
7. 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, 2021 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.
8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the County Recorder ("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.
9. 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 (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.
10. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs for the Purpose may be applied to the grant.



CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLIFE.ORG

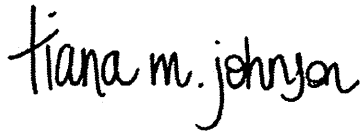
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EXHIBIT A

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 grants@techandcivicliflife.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: Maricopa County Recorder

Date: 10/15/2020



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