



SECO ENERGY FOUNDATION  
330 SOUTH U.S. HIGHWAY 301  
SUMTERVILLE, FLORIDA

2025-07-25

Levy County Board of County Commissioners  
310 School Street

Re: Grant from SECO Energy Foundation, Inc.

Dear Brooke Smith:

On behalf of the SECO Energy Foundation, I am pleased to inform you that Levy County Board of County Commissioners has been awarded a grant in the amount of \$25,000 for Levy County Community Paramedicine Program. **See Appendix A at the bottom of the Grant Agreement for any additional stipulations.** We were impressed by the merits of your proposal and believe that your project aligns well with our Foundation's mission and objectives.

Attached to this letter is the Grant Agreement, detailing the terms and conditions of the grant award. We kindly request that you review and sign the agreement. Upon receiving the signed agreement, SECO Energy Foundation will process the disbursement of funds to support your project within 14 days. The funds granted shall be used only for such purposes and shall be subject to the terms and conditions of such letter agreement.

Very truly yours,

SECO ENERGY FOUNDATION, INC.



Your organization (the "Grantee") has been awarded a monetary grant (the "Grant") from SECO Energy Foundation, Inc. (the "Foundation") in the amount of \$25,000 in recognition of the Grantee's efforts in furthering *Levy County Community Paramedicine Program* (the "Mission"). The Foundation appreciates your efforts and involvement with the Mission, and hopes that this Grant will assist you in these endeavors.

United States law imposes restrictions on the grant-making activities of United States charitable organizations. Under the laws of the United States applicable to the Foundation, all grants made by the Foundation must be expended solely for charitable, educational, religious, or scientific purposes, consistent with the Foundation's classification as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). To ensure that all grants made by the Foundation are used in compliance with United States laws, the Foundation is awarding the Grant contingent upon the following conditions:

1. The Grant to the Grantee is made by the Foundation exclusively for the advancement of the Mission, specifically for the purposes identified in Appendix A, attached hereto and incorporated herein (the "Grant Purposes"). No portion of the Grant or any portion of the interest earned thereon may be used or expended for any purposes other than the Grant Purposes without the Foundation's prior approval in writing.
2. The period of the Grant (the "Grant Period") will be one year from the signature date of this agreement. Extension of the Grant Period will be made only upon the written agreement of the parties. The disbursement of the funds will be in accordance with Appendix A, attached hereto and incorporated herein.
3. Any portion of the Grant not expended or committed for the Grant Purposes within the Grant Period will be returned to the Foundation.
4. No part of the Grant is to be used to carry on propaganda, or otherwise attempt to influence legislation. The term "legislation" includes the introduction, enactment, defeat, or repeal of any legislation by any legal body, any local township council, or similar governing body, and any public referendum, initiative, constitutional amendment, or similar procedure. No part of the Grant is to be used to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drives. Such activities include, but are not limited to:
  - a. Publishing or distributing printed statements on behalf of, or in opposition to, any political candidate;
  - b. Paying the salaries and expenses of political campaign workers; and
  - c. Conducting or paying the expenses of a voter registration drive.
5. No part of the Grant is to be used for any purpose other than a charitable, educational, religious, or scientific purpose within the limits of the Grant Purposes.
6. No part of the Grant is to be used to undertake any activity that may directly or indirectly support terrorists or acts of terrorism.
7. Either party may publicize the Grant; provided, however, that, except in instances when a party is required to disclose matters pertaining to the Grant in order to comply with valid legal orders, legal directives, or applicable laws, **neither party shall publicize any information related to the Grant without the prior written consent of the other party**, which shall not be unreasonably withheld or delayed. In the event of any such publication, each party covenants and agrees to comply with any reasonable trademark or other intellectual property guidelines supplied by the other party.]
8. The Grant funds shall be held by the Grantee as if in trust for the purposes and on the terms and conditions herein set forth. The Grantee agrees to provide a financial report to the Foundation at the conclusion of the Grant Period. The report shall be provided to the Foundation within a reasonable period of time after the close of the Grant Period, but in no event shall the report be provided more than six (6) months after the close of the Grant Period. The report shall include a full and complete statement detailing the manner in which the Grant has been used, and written confirmation of the Grantee's compliance with the terms and conditions of this letter agreement. The report shall be in the form and substance acceptable to the Foundation and consistent with the Grantee's financial reporting systems. All statements shall be attested by an authorized officer of the Grantee.
9. The Grantee agrees to record all the Grant receipts and expenditures and maintain detailed records of all the Grant receipts and expenditures. The Grantee agrees to retain all books and records of the Grant usage, receipts and expenditures and copies of all reports submitted to the Foundation for a period of at least four (4) years following completion of all such receipts and expenditures.
10. The Grantee agrees to permit the Foundation, at its request, to make reasonable field investigations to ensure that all monies are expended in accordance with this agreement. The Grantee agrees to permit the Foundation, at its request, to have reasonable access to the Grantee's





files, records, and personnel relevant to this Grant for the purpose of making such audits, verifications, or program evaluations as the Foundation deems reasonably necessary concerning the Grant.

11. The Grantee shall not take any action or fail to take any action that it might reasonably be expected to know would, or could with the passing of time, have a material adverse effect on compliance by the Foundation with any law or regulation affecting the Foundation's United States tax exemption in accordance with Section 501(c)(3) of the Code. The foregoing restrictions shall apply whether or not such action or inaction is contemplated herein.

12. The Grantee shall immediately notify the Foundation in writing if (a) the Grantee violates any of the agreements, covenants, or conditions set forth herein or (b) the Grantee ceases to qualify as (i) an organization described in Section 501(c)(3) of the Code or with respect to which contributions are deductible under Section 170(b)(1)(A)(v) of the Code and (ii) an organization other than a private foundation described in Section 509(a) of the Code prior to full expenditure of the Grant funds. Upon such notification, in addition to those remedies provided by applicable law:

- a. The Foundation shall have the right to either (i) suspend and withhold the timing of a disbursement until such time when the Grantee returns to compliance (and to correspondingly delay the timing of any future scheduled disbursements) or (ii) retain any undistributed funds with no further obligation to distribute funds; and
- b. The Foundation shall have the right to reimbursement from the Grantee for any money spent outside of the authority granted through this letter agreement. The rights and remedies set forth above shall be cumulative. Exercise by the Foundation of one such remedy shall not preclude exercise by it of the other remedies set forth above.

13. As an inducement for the Foundation to make the Grant to the Grantee, the Grantee represents and warrants to the Foundation as follows:

- a. The Grantee has all requisite power and authority to execute and deliver, and to perform its obligations under, this letter agreement;
- b. This letter agreement, when duly executed and delivered by the Grantee, will be a valid and binding obligation of the Grantee, enforceable against the party in accordance with its terms; and
- c. The Grantee is presently exempt from federal income tax as an organization (i) described in Section 501(c)(3) of the Code or with respect to which contributions are deductible under Section 170(b)(1)(A)(v) of the Code and (ii) an organization other than a private foundation described in Section 509(a) of the Code, and there has not been any action or omission that would adversely affect, or reasonably be expected to affect, the Grantee's classification as a tax-exempt organization (i) under Section 501(c)(3) of the Code or as an organization with respect to which contributions are deductible under Section 170(b)(1)(A)(v) or (ii) an organization other than a private foundation described in Section 509(a) of the Code.

14. No amendment hereof shall be effective unless in writing and signed by the parties.

15. This letter agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to the principles of conflicts of law.

16. If any provision of this letter agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired, and the parties shall use their best efforts to substitute a valid, legal, and enforceable provision, which, insofar as practical, implements the purpose of this letter agreement.

17. The parties acknowledge and agree that: (a) each party has reviewed the terms and provisions of this letter agreement; (b) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this letter agreement; and (c) the terms and provisions of this letter agreement shall be construed fairly as to all parties and not in favor or against any party, regardless of which party was generally responsible for the preparation of this letter agreement.

18. This letter agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed:

- (a) may be relied on by each party as if the document were a manually signed original and
- (b) will be binding on each party for all purposes. This letter agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this letter agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this letter agreement.

19. This letter agreement embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this letter agreement shall supersede all previous communications, representations or agreements, either verbal or written between the parties hereto.

If you are in agreement with the above terms and conditions, please indicate such agreement by signing one (1) copy of this letter agreement



and returning the same to the undersigned.

Very truly yours,  
SECO ENERGY FOUNDATION, INC.

**By: SECO Energy Foundation, Inc**  
**Name: Mariah Delgado**  
**Title: Executive Director**

The undersigned acknowledges and agrees to all of the terms and conditions stated herein:

Levy County Board of County Commissioners

#### APPENDIX A

##### Grant Purposes

The Grant is to be exclusively used for **Levy County Community Paramedicine Program**; provided that no portion of the Grant inures to the benefit of any private shareholder or individual unless utilized as reasonable compensation in exchange for goods or services exclusively in furtherance of the Grant Purposes.

##### Additional Stipulations:

**Grant award is designated solely for the following approved purposes: Medical equipment and supplies, Patient education and outreach materials, Training and certification, and Technology and communication systems. Grant funds may not be used for salaries or transportation costs.**

##### Disbursement

The entire Grant will be disbursed in immediately available funds within fourteen (14) business days of the later of (i) the Foundation's receipt of a copy of this letter agreement executed by the Grantee or (ii) the Foundation's receipt of payment instructions (e.g., wire information, mailing address, etc.) from the Grantee.]