



29201 Quinn Road, Suite A
Tomball, TX 77375
(832) 559-5511

February 10, 2021

Mr. Robert Hauck, City Manger
The City of Tomball, Texas
401 Market Street
Tomball, TX 77375

RE: FUNDING AGREEMENT LETTER – The City of Tomball, Texas

Dear Mr. Hauck:

I am pleased to inform you that the Board of Directors of the Tomball Regional Health Foundation has approved funding in the amount of up to FOUR HUNDRED NINETY THOUSAND and 00/100 Dollars (\$490,000.00) to the City of Tomball, Texas (the “City”) for:

- (1) Removal of play equipment and installation of new play equipment as well as the addition of new pickleball courts at Jerry Matheson Park to be funded as described in Exhibit “A” attached hereto.

As the City knows, Tomball Regional Health Foundation previously approved funding to the City in the amount of \$235,000.00 for Broussard Park, however that funding was never accessed by the City and has been subsequently withdrawn by Tomball Regional Health Foundation. **By signing this Funding Agreement Letter, the City expressly acknowledges such withdrawal of the prior funding for Broussard Park and that such funding is no longer available.**

The goal of Tomball Regional Health Foundation is to improve public health, prevent disease, promote wellness, or enhance the general welfare of the citizens served by the Tomball Regional Health Foundation. We find this project at Jerry Matheson Park meets this goal and the funding being requested is necessary for improving medical care, health, and wellness of the community. This is a one-time funding only and in no way, implies a commitment on behalf of Tomball Regional Health Foundation for any future funding beyond the terms listed in this Funding Agreement Letter. Further, these funds are for the sole use of City and cannot be assigned to any other individual or entity.

This funding is subject to the City’s agreement to replace the play equipment as well as the addition of new pickleball courts at Jerry Matheson Park. This funding is further subject to the City’s agreement to: (i) use the funds only as specified in this letter; (ii) maintain records to show and account for the uses of the funds in accordance with the City’s document retention schedule; (iii) allow the Tomball Regional Health Foundation reasonable access to records to verify expenditures and activities; (iv) repay any portion of the funds not used for the specified purposes identified

above within one (1) year to the Tomball Regional Health Foundation; (v) reasonably cooperate with any efforts of the Tomball Regional Health Foundation to publicize the award; (vi) comply with all reasonable requests for information about program activities from the Tomball Regional Health Foundation; and (vii)) not use any of the funding for any religious purpose whatsoever, including, but not limited to, religious education, or counseling.

The City, by its signature below, accepts the funding specified herein and agrees to the conditions set forth in this letter.

Further, the City agrees to submit to the Tomball Regional Health Foundation such reports or evaluations as Tomball Regional Health Foundation may request from time to time to allow the Tomball Regional Health Foundation to evaluate the effectiveness of the funding in meeting its intended goals.

Please note that there is no commitment by the Tomball Regional Health Foundation to award any additional funds for this project. If you have any other questions about this matter, do not hesitate to contact me at (832) 559-5511 or mkinyo@trhfoundation.org. We appreciate being able to assist the City with its efforts. Our best wishes in carrying out this important work.

Sincerely,



Marilyn Kinyo
Chief Administrative Officer
Tomball Hospital Authority
d/b/a Tomball Regional Health Foundation

AGREED:

RECIPIENT

THE CITY OF TOMBALL, TEXAS

By: _____

Printed Name

Title

EXHIBIT "A"

To be eligible for the funding of up to \$490,000.00 for the removal of play equipment and instillation of new play equipment, as well as the addition of new pickleball courts, at Jerry Matheson Park, the City shall submit a monthly invoice and documentation evidencing the amounts incurred for the equipment and pickleball courts. Provided that Tomball Regional Health Foundation has received acceptable documentation, then it shall remit payment within seven (7) days of receipt of the monthly invoice and documentation.