

# AED units and carry cases for 15 police vehicles

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*2026 Tomball Regional Health Foundation  
Funding*

## *City of Tomball*

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Mr. Joe Sykora Jr  
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## *Angela Fagg*

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# FollowUp Form

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## *Terms & Conditions*

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### **Collaborate Feature**

The Collaborate button at the top of the page can be used to invite other people to work on this request.

- From the Collaborate pop up, enter the email address of the person you wish to help you with the request.
- Set the Permission to either View (the collaborator can only view forms in the request), Edit (the collaborator can view and edit the request), or Submit (the collaborator can view, edit, and submit the request)
- Include a message about what you are asking your collaborator to do for you and select Invite.
- You can revoke permission at any time.

An email will be sent to the collaborator containing your message, their username, and a link to the log-on page. After clicking this link, they will be brought to the log-on page. If this is their first time logging onto the system, they will be asked to create a password.

After logging onto the system, the collaborator will see this request under the Collaboration Requests tab of their Applicant Dashboard. Here they can select the Edit Application link and complete your instructions.

Collaborate Video Tutorial (1:37)

### **Project Name**

AED units and carry cases for 15 police vehicles

### **Amount Funded**

Awarded up to the below amount.

\$32,850.00

### **Award Type**

One-time award to be paid out as set forth in the Special Terms and Conditions.

One Time

### **Special Terms and Conditions**

- The Tomball Regional Health Foundation (“TRHF”) will provide funding to the City of Tomball Police Department not to exceed \$32,850 for expenses associated with purchasing 15 AED units, protective cases, and required data plan for utilization in Tomball police cars.
- This funding agreement covers purchases and services that occur between January 1, 2026, and December 31, 2026.
- Receipts and any other documentation reasonably requested by TRHF will be required to be submitted to TRHF as proof of completion and must be received by TRHF prior to payment.

- Upon receipt of requested documentation, TRHF will make a one-time payment in 2026 to cover the agreed upon expenses.

## FUNDING TERMS

1. The “Recipient” will keep its tax-exempt status as a recognized 501(c)(3) and Section 509(a)(2) or 509(a)(3) organization, or be eligible for 509(a)(2) or 509(a)(3) status, current throughout the period of this funding and will comply with all applicable federal and state laws and regulations, including but not limited to those that govern the use of funds by the Recipient organization. This includes, but is not limited to: (a) the prohibition against use of any of the funds to influence legislation, to influence the outcome of elections, to carry on voter registration drives, to make grants to individuals or other organizations, or to undertake any nonexempt activity, when such use of the funds would be a taxable expenditure if made directly by the Tomball Regional Health Foundation; and (b) limiting the use of the funds to the Recipient’s authorized taxable purposes.
2. This funding shall be used exclusively for the purposes and within the timeframes as specified in this funding agreement, and any other use of funds must be authorized in advance in writing by the Tomball Regional Health Foundation, or the funds must be immediately returned.
3. Recipient will immediately notify Tomball Regional Health Foundation in writing concerning: (a) a change or proposed change in the Recipient’s tax-exempt status; (b) your inability to expend the funding for the purposes or within the timeframes identified herein; (c) any expenditure from this funding made for any purpose other than those for which the funding was intended; or (d) any event which may impact Recipient’s ability to continue as a going concern or negatively impacts its reputation in the community including, but not limited to, a regulatory investigation of any kind, an allegation or charge of criminal conduct, or filing of material civil litigation. If any of the above occur, the Tomball Regional Health Foundation reserves the right to require that all remaining funds be immediately returned or any portion of the funds not used for the specified purposes herein be immediately repaid.
4. Any significant change in organizational leadership must be reported in writing to the Tomball Regional Health Foundation within two (2) weeks of the change.
5. Recipient must (a) keep records of receipts and expenditures and make its books and records available to the Tomball Regional Health Foundation upon reasonable request and at reasonable times to verify expenditures and activities; (b) cooperate with any efforts of the Tomball Regional Health Foundation to publicize the funding; (c) comply with all reasonable requests for information about program activities from the Tomball Regional Health Foundation; and (d) not use any of the funding for any religious purpose whatsoever, including, but not limited to, religious education, or counseling.
6. Recipient acknowledges that the Tomball Regional Health Foundation will engage in an evaluation process to determine the effectiveness of the services in meeting the expressed goals of the funding. Recipient agrees to participate promptly and fully, if requested, in the evaluation process which may include staff and/or client interviews, written reports, on site observation visits, and requests for operational policies, procedures, or reports.
7. Recipient agrees that there is no commitment by the Tomball Regional Health Foundation to award any additional funds for this project, unless otherwise specifically agreed to in writing. Recipient further agrees that the Tomball Regional Health Foundation shall have no obligation whatsoever to manage or oversee the day-to-day operations or service delivery of Recipient and shall have no liability in any way whatsoever for acts, errors,

or omissions by Recipient in its use of the funding or the delivery of services contemplated by the funding provided under this funding agreement.

- 8. No future funding requests will be considered until any required interim and/or final report(s) are submitted. There is no guarantee of future funding.
- 9. This funding agreement shall be construed and governed according to the laws of the State of Texas, without giving effect to its conflict of law provisions. The parties expressly agree that the venue of all disputes, claims and lawsuits arising hereunder shall lie in Harris County, Texas.

**This 2026 funding agreement is authorized by**  
**Jeffrey Klein, Chief Executive Officer**  
**Tomball Hospital Authority d/b/a Tomball Regional Health Foundation**  
**December 19, 2025**

**ACCEPTANCE OF TERMS & CONDITIONS\***

This funding is conditional upon Recipient’s acceptance of the terms and conditions set forth herein. By selecting the “I Accept Funding Terms and Conditions” below, Recipient agrees to accept and comply with the stated terms and conditions of this funding.

I Accept Funding Terms and Conditions

**AUTHORIZED SIGNATURE**

By typing in your Name, Title, and Date in the spaces below, you confirm that you are fully authorized to make legally binding agreements on behalf of the Recipient and that you agree to enter into this funding agreement on behalf of Recipient by electronic means.

**Name\***

David Esquivel

**Title\***

City Manager

**Date\***

01/06/2026

**Organization Name & Address\***

Tomball Police Department, 400 Fannin Street, Tomball, TX 77375



## File Attachment Summary

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### *Applicant File Uploads*

*No files were uploaded*