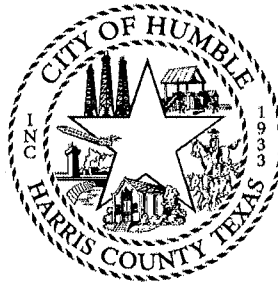


HUMBLE CITY COUNCIL  
MEETING PACKET  
JULY 29, 2019



**City Manager**  
Jason Stuebe  
**City Secretary**  
Jenny Page

**Mayor**  
Merle Aaron  
**Council Members**  
Allan Steagall  
Glenn Redmon  
Andy Curry  
Norman Funderburk  
David Pierce

**Agenda**  
**Humble City Council**  
**Special Meeting**  
**Monday, July 29, 2019 at 10:00 a.m.**  
**City Hall Council Chamber, 114 West Higgins**  
**Humble, Texas**

1. Call to order.
2. Invocation and Pledge of Allegiance.
3. Presentation, possible action and discussion on approval of Resolution 19-809 requesting a Public Hearing and authorization to apply for Method of Distribution for Community Development Block Grant – Disaster Recovery (CDBG-DR-4269) funds for the 2016 Floods and the allocation of 2.05 million dollars to the City of Humble.
4. Presentation, discussion, possible action on the approval of a Master Intergovernmental Cooperative Purchasing Agreement between the City of Humble and OMNIA Partners.
5. Executive Session will be held in the Council Conference Room.
  - A. Section 551.074 LGC – Personnel.

The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, or dismissal of a public officer. After Executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

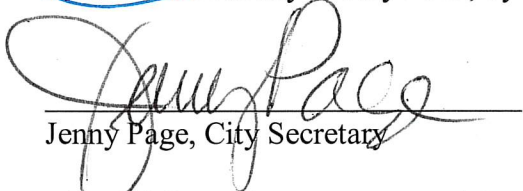
    1. City Council Member Place 2.
    2. Council Self Evaluation.
6. Take action, if any, on Executive Session.
7. Adjourn.

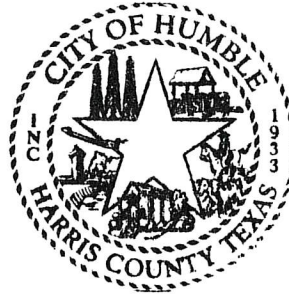
I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of Humble, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall, 114 West Higgins, Humble, Texas and the City's website, [www.cityofhumble.com](http://www.cityofhumble.com). The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on July 26, 2019 by 10:00 a.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

Submitted:

  
Jason Stuebe, City Manager

Posted this 26th day of July 2019, by 10:00 a.m.

  
Jenny Page, City Secretary



This Public Notice was removed from the official posting board at the Humble City Hall on the following date and time: \_\_\_\_\_ by \_\_\_\_\_

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (281) 446-3061 OR FAX (281) 446-7843 FOR FURTHER INFORMATION.

Council Meeting  
July 29, 2019  
Agenda Item #3

Resolution 19-809  
**Application for CDBG  
Grant**

**CITY OF HUMBLE**

**RESOLUTION NO. 19-809**

**A RESOLUTION OF THE CITY OF HUMBLE, TEXAS AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS GENERAL LAND OFFICE; AND AUTHORIZING THE MAYOR TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.**

WHEREAS, the City Council of the City of Humble desires to develop a viable community including decent housing and a suitable living environment and expanding economic opportunities, principally for person of low-to-moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety as a result of flooding that occurred in May 2015, April 2016 and August 2017; and

WHEREAS, on April 25, 2016 a Major Disaster Declaration was designated as DR-4269; and

WHEREAS, the City Council of the City of Humble desires to make improvements to a portion of Harris County Flood Control District drainage way G103-48-00 more commonly known as Black's Branch; and

WHEREAS, it is necessary and in the best interest of the City of Humble to apply for funding under the Texas Community Development Block Grant Program; now, therefore

**BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF HUMBLE TEXAS:**

Section 1: That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2: That a Texas Community Development Block Grant Program application for the City of Humble is hereby authorized to be filed on behalf of the City with the Texas General Land Office.

Section 3: That the application be for \$2,055,737.00 of grant funds to provide for drainage way improvements.

Section 4: That the City Council directs and designates the Mayor as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Texas Community Development Block Grant Program.

Section 5: That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

Section 6: That the City Council will hold a public hearing to obtain public input on the proposed use of funds on August 8, 2019 at 6:30 P.M.

PASSED, APPROVED, AND RESOLVED this the 29<sup>th</sup> day of July, 2019

APPROVED:

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Merle Aaron  
Mayor

ATTEST:

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Jenny Page  
City Secretary



# *Humble Office of Emergency Management*

*110 W. Main St., Humble, Texas, 77338  
Phone- (281) 446-4928 Fax- (281) 446-3960*

**To: Jason Stuebe, City Manager**

**From: James Nykaza, EMC**

**July 18, 2019**

**Re: CDBG DR-4269- 2016 Floods**

**Jason, to fulfill the requirements for the CDBG program the City of Humble City Council's must approve applying for the CDBG DR-4269 2016 Floods. I request that we place this on the July 30th council meeting agenda. The CDBG DR-4269 2016 Floods grant is allocated at 2.05 Million and will be used to repair Black's Bayou in Northshire Subdivision.**

  
**James Nykaza, EMC**

Council Meeting  
July 29, 2019  
Agenda Item #4

Master Intergovernmental  
Cooperative Purchasing Agreement



# OMNIA P A R T N E R S



## **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector (“**OMNIA Partners**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on a OMNIA Partners Party website (such as [www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector) or [www.nationalipa.org](http://www.nationalipa.org) or any successor website), or by executing a copy of this Agreement.

### **RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners affiliates and subsidiaries; provided the purchase of Products through a OMNIA Partners Party or any other GPO shall be at the Participating Public Agency's sole discretion.
7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing

or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a OMNIA Partners Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY**  
d/b/a OMNIA Partners Public Sector

_____ Authorized Signature	 _____ Signature
_____ Name	Sarah Vavra _____ Name
_____ Title and Agency Name	Sr. Vice President, Public Sector Contracting _____ Title
_____ Date	_____ Date

Council Meeting  
July 29, 2019  
Agenda Item #5

Executive Session