TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
TUESDAY, JULY 5, 2022

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and city ordinances. The governing body may recess from day to day when it does not complete consideration of a particularly long subject as authorized by law. All persons desiring to address the governing body must register with the presiding city clerk prior to the scheduled meeting.

1. CALL TO ORDER:

A) Roll call and possible action on the excusing of any absent member of the governing board.

B) Pledge of Allegiance/Invocation

2. PROCLAMATIONS:

A) Proclamation proclaiming the week of July 18-22, 2022 as 100th Anniversary of Pharr Fire Department. (FIRE)

3. PUBLIC TESTIMONY: *(Ordinance No. O-2019-45). A person intending on addressing the governing body may speak at a scheduled meeting of the governing body following registration with the presiding clerk and prior to the scheduled meeting. A registered speaker may speak only on items on the agenda and may not exceed 1.5 minutes when addressing the board regarding an agenda item. A registered speaker may not donate time to another speaker. A sign-in form for public testimony shall be promulgated by the presiding clerk and be made available at the city clerk's office. A person may sign up for public testimony beginning at the time the agenda is posted for the meeting. A person may not sign up later than one hour before the posted meeting is scheduled to begin. No registered speaker may be allowed to speak regarding an item once the public testimony portion of the agenda has ended.*

4. PUBLIC HEARINGS: *(Ordinance No. O-2019-31). A registered speaker during the public hearing may not exceed 1.5 minutes when addressing the board. A sign-in form for participation in public a hearing shall be promulgated by the presiding clerk and be made available at the city clerk's office. The public hearing sign-in form shall include the person or entity's name, address, telephone number, other contact information, organization if applicable, and other notices, authorizations, and acknowledgements as may be allowed by law from time to time. No registered speaker may be allowed to address the governing body once the public hearing has closed.*

A) Public hearing on development services cases.

5. CITY MANAGER'S REPORTS: *(City Manager's Administrative Reports and discussion, if any, with governing body. The City Manager may also assign a designated spokesperson for any particular listed topic)*

A) City Engineer's Report (ENGINEERING)

6. CONSENT AGENDA: *(All items listed under consent Agenda are considered to be routine and non-controversial by the Governing Body and will be enacted by one motion. Any Commissioner may remove items from the consent agenda by making such request prior to a motion and vote on the Consent Agenda)*

A) Approval of Minutes for June 20, 2022 Regular Called Meeting. (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance amending Ordinance O-2022-19 to modify the fee schedule for the Pharr Natatorium located at 3001 N. Cage Blvd. ***(3rd and Final Reading)*** (PARKS)

C) Consideration and action, if any, on Development Services Cases:

1. Melden & Hunt, Inc., representing Adelante Holdings, Ltd., owner, has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a Self-Storage facility in a General Business District (C). The property is legally described as being 2.30 acres, more or less, out of Lot 151, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 2605 North Sugar Road. **CUP#220429 (TABLED)** (DEVELOPMENT SERVICES)

2. Fuera De Lugar, LLC, d/b/a Fuera De Lugar Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as 0.071 of an acre tract of land, more or less, out of Plaza Sports Center Phase 1 Lot 1 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1101 East Nolana Loop. **CUP#150101** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance appointing/reappointing an Alternate Municipal Judge.***(Adoption on One Reading)*** (ADMINISTRATION)

B) Consideration and action, if any, on Resolution appointing/reappointing two (2) alternate members to the Board of Adjustment. (DEVELOPMENT SERVICES)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on renewal of Memorandum of Agreement with the Coastal Bend Regional Advisory Council for the Rio Grande Valley Hospital Preparedness Program. (EMERGENCY MEDICAL SERVICES)

B) Consideration and action, if any, authorizing City Manager to execute an Investigator-Initiated Study Agreement between BFLY Operations, Inc. and the City of Pharr / Pharr EMS. (EMERGENCY MEDICAL SERVICES)

9. CLOSED SESSION: *In accordance with Chapter 551 of the Texas Gov't. Code, the Pharr Board of Commissioners hereby gives notice that it may meet in a closed (non-public) executive session to discuss the items listed on the public portion of the meeting agenda in accordance with the following below:*

Pursuant to Section 551.071, the Board may convene in a closed, non-public meeting with its attorney and discuss any matters related **to legal advice on pending or contemplated litigation, settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.072, the Board may convene in a closed, non-public meeting to discuss any matters related to **real property and deliberate the purchase, exchange, lease, or value of real property as such would be detrimental to negotiations between the City and a third party in an open meeting.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.074, the Board may convene in a closed, non-public meeting to discuss any matters related to **appointment, employment, evaluation, reassignment, duties and discipline or dismissal of a public officer or employee and to hear any complaints or charges against an officer or employee.** The City and its attorney may also discuss such issues with the appropriate staff including members so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.076, the Board may convene in a closed, non-public meeting to discuss any matters on the **deployment, or specific occasions for implementation, of security personnel or devices**. The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.084, the Board may convene in a closed, non-public meeting to discuss any matters involving an **investigation and may exclude a witness from hearing during the examination of another witness in the investigation.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.087, the Board may convene in a closed, non-public meeting to discuss any matters regarding **economic development issues.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

10. RECONVENE: *into Regular Session and consider action, if necessary, on any items(s) discussed in closed session.*

11. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956-402-4100 Ext. 1016 / 1007 or FAX 956-702-5313 or E-mail hilda.pedraza@pharr-tx.gov and imelda.barrera@pharr-tx.gov for further information. Braille is not available.

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 1st day of July 2022 at 4:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 1st day of July 2022

HILDA PEDRAZA, TRMC / CMC
CITY CLERK

I certify that the attached notice and agenda of items to be considered by the City Commission was removed from the bulletin board of City Hall on the _____ day of _____, 20___ by,

_____ Title: _____

Proclamation

WHEREAS, in July 1916, fire laid waste to a square block in Pharr that included the Pharr Lumber Company, Pharr Mercantile Company, Folsom Hardware Company, National Theatre, and several other representative businesses that supplied most of the needs of the city; and

WHEREAS, in July 1922 the Pharr Volunteer Fire Department formally organized and chartered with the Secretary of State of Texas and has since been responsible for protecting the lives and property of the City of Pharr and surrounding areas; and

WHEREAS, the charter members of the Pharr Volunteer Fire Department were J. E. Rogers – Chief, D. McLanden - 1st Assistant Chief, A. A. Kelly - 2nd Assistant Chief, W. E. Allen - 3rd Assistant Chief and L. J. Polk, Jr., Roland Krueger, M.B. Gore, Ralph Salisbury, R. M. Henderson, John White, K.C. White, T. H. Pollard, J. J. Maurer, Bennie Egly, Ernest Calhoun, Joe Lammers, Newell Thomas, G. E. Brittan, Shirley Nyoum, P.S. Devine and Ben Kelley; and

WHEREAS, the Pharr Fire Department is one of the oldest serving fire departments in Hidalgo County, Texas, that started as all volunteer and today operates as a combination department with 83 career full time staff and 20 volunteer members; and

WHEREAS, the Pharr Fire Department helps to ensure the safety of our citizens and the men and women of the department continue to serve professionally with dedication to life safety and property conservation.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas, by virtue of the authority vested in me and on behalf of the Mayor and the City Commission join in recognizing the centennial anniversary of the Pharr Fire Department and do hereby proclaim the week of July 18 - 22, 2022 as:

"100th Anniversary of the Pharr Fire Department"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 5th day of July 2022.

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.A.
DATE SUBMITTED:
MEETING DATE: July 5, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public hearing on development services cases

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No
Reason:

ROUTING:

Hilda Pedraza — Created -
Karla Saavedra
Patricia Rigney
City Management Office

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.A.
DATE SUBMITTED: July 1, 2022
MEETING DATE: July 5, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ed Wylie

Agenda Item: City Engineer's Report

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue: Report for the Month of July 2022

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Maria Rangel — Created/Initiated - 7/1/2022
City Management Office — Final Approval - 7/1/2022

1

Architect: The Warren Group Architects, Inc.
Contractor: Davila Construction, Inc.
CM: Brownstone Consultants, LLC
Notice to Proceed: Dec. 2, 2020
Contract Time: 273
Time to Date: 566 (207.33% Stopped)
Contract Amount: $7,500,000.00
Change Orders: $0.00
Current Contract: $7,500,000.00
Placed to Date: $7,498,986.89 (99.99%)
Description: The project generally consists of a new 12,990 sq. ft. community center that will house a lecture hall and computer lab, a French garden with reflective pool and walking trail, and an amphitheater. The location is at 1121 E. Nolana Lp.
Status: Phase I has been accepted by CC at meeting on June 20, 2022. Substantial Completion for Phase II, except amphitheater, was granted June 21, 2022.The flow meters have been certified by NAWSC.
Next Step: Project close-out of Phase II is expected to occur at City Commission on July 18, 2022.

Northside Community Center (1/1)

Pharr Engineering
CONSTRUCTION

2

Engineer: TEDSI Infrastructure Group, Inc.
Contractor: International Consulting Engineers
CM: Brownstone Consultants, LLC
Notice to Proceed: Sept. 8, 2020
Contract Time: 545 + 26 (April 02, 2022)
Time to Date: 665 (116.46%)
Contract Amount: $7,463,934.37
Change Orders: $268,930.45
Current Contract: $7,732,864.83
Placed to Date: $ 6,579,912.88 (85.08%)
Description: The Northbound Lanes generally consists of constructing two (2) additional northbound lanes and super wide load north roadway. The 2nd BSIF Exit generally consists of constructing two (2) new exit truck lanes to the BSIF facility. Improvements also include primary and secondary inspection booths, canopies, and reshaping & regrading of a drain ditch.
Status: Concrete work for the 2nd BSIF Exit has been poured. Contractor has proposed a completion date of August 2022.
Next Step: The contractor is working on the canopies at Primary Inspection and 2nd BSIF Exist.

05-26-2022

Bridge Northbound Lane Expansion and 2nd BSIF Exit (1/1)

Pharr Engineering

CONSTRUCTION

3

Engineer: J&R Engineering, LLC
Contractor: Saenz Brothers Construction, LLC
CM: City of Pharr
Notice to Proceed: July 6, 2021 (new)
Contract Time: 120 (ETC Nov. 03, 2021)
Time to Date: 364 (303.33%)
Contract Amount: $1,494,704.00
Change Orders: $0.00
Current Contract: $1,494,704.00
Placed to Date: $981,604.00 (65.67%)
Description: The project generally consists of replacing an existing dry pit-wet pit lift station with a new submersible pump station and constructing a new 10-in and 8-in pressure sewer force main piping systems from LS 30 to Thomas Rd. The project is located at 7409 S. Oro Lane.
Status: The underground linework is complete except for the tie in at Thomas Road and Banda Street.
Next Step: The contractor is working within the footprint of the lift station.

05-26-2022

Lift Station No. 30 (1/1)

Pharr Engineering

CONSTRUCTION

4

Engineer: City of Pharr
Contractor: Castle Enterprises, LLC.
CM: City of Pharr
Notice to Proceed: June 06, 2022 (new)
Contract Time: 120 (ETC Oct. 04, 2023)
Time to Date: 29 (24.17%)
Contract Amount: $314,717.70
Change Orders: $0.00
Current Contract: $314,717.70
Placed to Date: $0.00 (00.0%)
Description: The improvements on N. Fir Ave. will extend the existing road from Alan Street to Frontage Road. The extension will create a direction connection from Frontage Road to Ferguson Avenue. Improvements include drainage and sidewalk.
Status: The Pre-Construction Meeting was held on May 16, 2022.
Next Step: The contractor is expected to break ground July 2022. Status meeting will be scheduled this week.

N. Fir Ave. Paving Improvements (1/1)

Pharr Engineering

CONSTRUCTION

5

DEPARTMENT MISSION STATEMENT

"To enhance health, safety and welfare in the City by providing economical, responsive and effective professional engineering and architectural services."

Pharr Engineering

END

6

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.A.
DATE SUBMITTED: June 28, 2022
MEETING DATE: July 5, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Andrew Harvey

Agenda Item: Approval of Minutes for June 20, 2022 Regular Called Meeting.

Classification: Consent
(* If closed session, City Attorney must review and approve.)

Issue: Minutes for meeting held on Monday, June 20, 2022 at 4:00 p.m

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Hilda Pedraza — Created/Initiated - 6/28/2022
City Management Office — Final Approval - 6/29/2022

MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, JUNE 20, 2022
118 SOUTH CAGE 2nd FLOOR

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, June 20, 2022 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Eleazar Guajardo
Comm. Ramiro Caballero
Comm. Ricardo Medina
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: Comm. Roberto "Bobby" Carrillo

STAFF PRESENT: Andy Harvey, City Manager/Police Chief
Edward Wylie, Deputy City Manager
Anali Alanis, Assistant City Manager
Hilda Pedraza, City Clerk
Maria Rangel, Asst. City Engineer
Karla Saavedra, Finance Director
Juan Villescas, Municipal Judge
Joel Robles, Asst. Police Chief
Pilar Rodriguez, Fire Chief
Roland Gomez, Dev. Srvcs. Director
Luis Marin, Asst. Public Works Director
Melanie Cano, O.S.E. Director
Ruben Rosales, Public Utilities Dir.
Sergio Alanis, Parks & Rec. Director
Michael Vargas, External Affairs
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Ignacio Amezcua, Purchasing Director
Danny Ramirez, E.M.S. Chief
Daisy Martinez, Communications Office
Kenneth Ennis, Public Safety Comm. Dir.

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

A) ROLL CALL AND POSSIBLE ACTION ON THE EXCUSING OF ANY ABSENT MEMBER OF THE GOVERNING BOARD

Mayor Hernandez called the meeting to order at 4:00 p.m. Roll call established a quorum.

Comm. Guajardo **moved** to excuse absent member. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

B) PLEDGE OF ALLEGIANCE/INVOCATION

Andy Harvey, City Manager, led the pledge of allegiance and said the invocation.

ITEM 2. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 3. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

Hilda Pedraza, City Clerk, opened the public hearing. There being no comments from the public, the public hearing was closed.

ITEM 4. CITY MANAGER'S REPORTS

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR JUNE 2022

Hilda Pedraza, City Clerk, introduced the item.

Karla Saavedra, Finance Director, went over the sales tax collection report for June 2022. She stated the collections were for the month of April and there was an increase of 3.9% compared to last year. She further stated the overall growth was 13.36% year to date and about $800,000 above to be projected.

Andy Harvey, City Manager, reported the City of Pharr earned the Governor's Texas Award for Performance Excellence by the Quality Texas Foundation and stated this was the beginning of greater things coming to Pharr.

Andy Harvey, City Manager, further reported a press conference was held this morning announcing the City of Pharr as co-host for the 2023 Western Athletic Conference (WAC) Swimming and Diving Championships. He stated this prestigious competition would take place at the City of Pharr and UTRGV Natatorium at 3001 N. Cage Blvd., Pharr.

At this time, Andy Harvey, City Manager, introduced the new Code Enforcement Director, Kimberly Mendoza. Ms. Mendoza thanked the City of Pharr for the opportunity and look forward to working with everyone.

Maria Rangel, Assistant City Engineer, reported the City of Pharr was conducting a community survey for the Pedestrian Safety and Wellness Plan. She stated the City of

Pharr takes an in-depth look at pedestrian mobility, safety, and wellness, and the input received would help create a safer and walkable community. She encouraged everyone to complete the survey.

Andy Harvey, City Manager, stated the Parks and Recreation Department was having several summer events and encouraged the public to visit their Facebook page for more information.

At this time, Andy Harvey, City Manager, stated the Municipal Clerks Office of Achievement Excellence Award has been received and called upon City Clerks for a group picture.

Mayor Hernandez called upon Michael Vargas for a report on a congressional hearing. Mr. Vargas reported a congressional hearing and testimonials was held in the Rio Grande Valley area and stated Pharr was highlighted for the broadband project.

ITEM 5. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR JUNE 6, 2022 REGULAR CALLED MEETING (ADMINISTRATION)

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE O-2012-16, ESTABLISHING AN ECONOMIC DEVELOPMENT PROGRAM PURSUANT TO CHAPTER 380 OF THE LOCAL GOVERNMENT CODE, TO BE ADMINISTERED BY THE CITY MANAGER; CONTAINING FINDINGS AND OTHER PROVISIONS RELATED TO THE SUBJECT; PROVIDING FOR INCENTIVE PROGRAMS AND EXPENDITURE OF PUBLIC FUNDS; ADOPTION AND INCORPORATION OF TEXAS LOCAL GOVERNMENT CODE, CHAPTER 380 AND TEXAS CONSTITUTION ARTICLE III, SECTION 52; AND REPEALING ALL ORDINANCES IN CONFLICT; SEVERABILITY; EMERGENCY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE (ADOPTION ON 1ST READING) (ADMINISTRATION)

C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING CHAPTER 54 OF THE PHARR CODE OF ORDINANCES BY UPDATING THE FEE SCHEDULE FOR COST RECOVERY; INCLUSION IN PHARR CODE OF ORDINANCES; INCORPORATION OF OTHER ORDINANCES; REPEALING CONFLICTING ORDINANCES; SEVERABILITY; AND EFFECTIVE DATE (3RD AND FINAL READING) (FIRE)

D) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE O-2022-19 TO MODIFY THE FEE SCHEDULE FOR THE PHARR NATATORIUM LOCATED AT 3001 N. CAGE BLVD. (2ND READING) (PARKS)

E) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:

1. MELDEN & HUNT, INC., REPRESENTING ADELANTE HOLDINGS, LTD., OWNER, REQUESTED A LIFE OF THE USE CONDITIONAL USE PERMIT TO ALLOW A SELF-STORAGE FACILITY IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 2.30 ACRES, MORE OR LESS, OUT OF LOT 151, KELLY PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 2605 NORTH SUGAR ROAD. CUP#220429 (DEVELOPMENT SERVICES)

2. PAPPAS RESTAURANTS, INC., D/B/A PAPPADEAUX SEAFOOD KITCHEN, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS LOT 2, PAPPAS SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS CURRENTLY ZONED GENERAL BUSINESS DISTRICT (C). THE ADJACENT ZONING IS GENERAL BUSINESS DISTRICT (C) TO THE NORTH, SOUTH, EAST, AND WEST. THE AREA IS GENERALLY DESIGNATED FOR COMMERCIAL USE IN THE LAND USE PLAN. CUP#100103 (DEVELOPMENT SERVICES)

3. M&S GROUP, INC., D/B/A WING DADDY'S SAUCE HOUSE, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING ALL OF LOT 4A & 5A, PARADISE COMMERCIAL PARK SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 601 SOUTH JACKSON ROAD. CUP#200318 (DEVELOPMENT SERVICES)

F) PLATS:

1. MELDEN & HUNT INC., REPRESENTING, DALLAS HAKES, MANAGER FOR LONESTAR PROPERTIES, LLC REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED QQ POLK & VETERANS SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.964 OF ONE ACRE, BEING A PART OR PORTION OUT OF LOT 30, L.R. BELL DEVELOPMENT "E" SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 900 BLOCK OF NORTH VETERANS BLVD. ("I" RD.). SUB#211139 (DEVELOPMENT SERVICES)

Hilda Pedraza, City Clerk, introduced the item and stated staff recommended to remove item 5.E.1 from the consent agenda and approve the rest of consent agenda items.

Comm. Guajardo **moved** to approve as recommended. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Ordinance Nos. O-2022-23 and O-2022-24 are filed with the City Clerk's Office.

At this time, Mayor Hernandez, stated they would deviate from the agenda and go into closed session. There was no objection.

ITEM 11. CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA IN ACCORDANCE WITH THE FOLLOWING BELOW

The time being 4:13 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 12. RECONVENE

The time being 4:46 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION

ITEM 5. CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:

E) 1. MELDEN & HUNT, INC., REPRESENTING ADELANTE HOLDINGS, LTD., OWNER, REQUESTED A LIFE OF THE USE CONDITIONAL USE PERMIT TO ALLOW A SELF-STORAGE FACILITY IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 2.30 ACRES, MORE OR LESS, OUT OF LOT 151, KELLY PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 2605 NORTH SUGAR ROAD. CUP#220429 (DEVELOPMENT SERVICES)

Hilda Pedraza, City Clerk, re-introduced the item.

Comm. Chavez **moved** to table the item. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

ITEM 6 ORDINANCES AND RESOLUTIONS:

A) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/REAPPOINTING ONE (1) REGULAR MEMBER TO THE PLANNING AND ZONING COMMISSION (DEVELOPMENT SERVICES)

Hilda Pedraza, City Clerk, introduced the item.

Andy Harvey, City Manager, stated board member Jonathan Larraga wished to continue serving on the board and recommended approval.

Comm. Guajardo **moved** to reappoint Jonathan Larraga to the Planning and Zoning Commission. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

ITEM 7. ADMINISTRATIVE:

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO TERMINATE SERVICES WITH EXISTING EMS BILLING COMPANY AND NEGOTIATE AND ENTER INTO A CONTRACT WITH A NEW EMS BILLING COMPANY (ADMINISTRATION)

Hilda Pedraza, City Clerk, introduced the item.

Comm. Medina **moved** to approve. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

ITEM 8. PURCHASING:

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD A PURCHASE CONTRACT FOR THE PURCHASE OF OFFICE FURNITURE FOR THE PHARR POLICE DEPARTMENT INVESTIGATIONS SECTION AND BRIDGE SUBSTATION FROM DC INTERIORS OUT OF SAN ANTONIO, TEXAS, THROUGH VIZIENT HON CONTRACT# CE3388 AND GLOBAL CONTRACT# CE3374 IN THE AMOUNT OF $138,725.71 (POLICE)

Hilda Pedraza, City Clerk, introduced the item.

Mayor Hernandez asked staff if this was a Buyboard purchase. Ignacio Amezcua, Purchasing Director, briefly stated both contracts were under Buyboard pricing and recommended approval.

Comm. Chavez **moved** to approve. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

ITEM 9. CONTRACTS/AGREEMENTS:

A) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL COOPERATION CONTRACT BETWEEN THE CITY OF PHARR AND THE DEPARTMENT OF STATE HEALTH SERVICES FOR ACCESS TO THE TEXAS ELECTRONIC REGISTRATION REMOTE SYSTEM (TXEVER) (ADMINISTRATION)

Hilda Pedraza, City Clerk, introduced the item and recommended approval.

Comm. Medina **moved** to approve. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

B) CONSIDERATION AND ACTION, IF ANY, ON RENEWAL OF TERM AND SECOND MODIFICATION TO THE MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF PHARR AND SOUTH TEXAS COLLEGE FOR THE BASIC PEACE OFFICER CERTIFICATION PROGRAM (ADMINISTRATION)

Hilda Pedraza, City Clerk, introduced the item.

Comm. Guajardo **moved** to approve. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

C) CONSIDERATION AND ACTION, IF ANY, ON AMENDMENT NUMBER 4 IN THE AMOUNT OF $168,881.50 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH STRUCTURAL ENGINEERING ASSOCIATES, INC. (SEA) FOR THE PHARR-REYNOSA BRIDGE EXPANSION PRESIDENTIAL PERMIT APPLICATION (ENGINEERING)

Hilda Pedraza, City Clerk, introduced the item.

Comm. Chavez **moved** to approve. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

D) CONSIDERATION AND ACTION, IF ANY, RATIFYING AGREEMENT BETWEEN CITY OF PHARR AND ZENCITY TECHNOLOGIES US, INC. FOR COMMUNITY ANALYSIS SOFTWARE SUBSCRIPTION SERVICES (IT)

Hilda Pedraza, City Clerk, introduced the item.

Comm. Medina **moved** to approve. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

E) CONSIDERATION AND ACTION, IF ANY, ON ACCEPTANCE OF THE NORTHSIDE COMMUNITY CENTER PHASE I AS COMPLETE AND RELEASE OF FINAL BALANCE WITH RETAINAGE IN THE AMOUNT OF $142,724.06 TO DAVILA CONSTRUCTION, INC. (ENGINEERING)

Hilda Pedraza, City Clerk, introduced the item.

Comm. Guajardo **moved** to approve. Comm. Caballero seconded the motion and when put to a vote, it carried by a majority vote of five (5) ayes and one (1) abstention. Comm. Chavez abstained from voting.

ITEM 12. ADJOURNMENT

There being no other business to come before the board, Comm. Guajardo **moved** to adjourn. Comm. Caballero seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:46 p.m.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 20th DAY OF JUNE 2022 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

APPROVED:

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.
DATE SUBMITTED: June 21, 2022
MEETING DATE: July 5, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance O-2022-19 to modify the fee schedule for the Pharr Natatorium located at 3001 N. Cage Blvd. ***(3rd and Final Reading)***

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Issue: The Parks and Recreation Department wishes to amend the current fee schedule to include monthly lane rentals.

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza	Created/Initiated - 6/21/2022
Sergio Alanis	Approved - 6/21/2022
Patricia Rigney	Approved - 6/21/2022
Karla Saavedra	Approved - 7/1/2022
City Management Office	Final Approval - 7/1/2022

ORDINANCE NO. O-2022-

AN ORDINANCE AMENDING ORDINANCE NOS. O-2014-17, O-2013-25, O-2018-04, AND O-2022-19 ADOPTING THE PARKS AND RECREATION DEPARTMENT'S AQUATIC CENTER AND NATATORIUM FEE SCHEDULE; PROVIDING FOR REPEALING OF CONFLICTING ORDINANCE(S) CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, THAT:

SECTION 1: The following Sections Ordinance No. O-2014-17of the City of Pharr be amended so that same shall hereafter read as follows:

I. AQUATIC PARK

Saturdays and Sundays

a.	0 to 2 Years of Age Must be Accompanied by an Adult	No fee
b.	3 to 12 Years of Age	$ 5.00
c.	13 through 54 Years of Age	$10.00
d.	55 Years of Age and Older	$ 5.00

Monday through Friday (Closed on Wednesdays)

a.	0 to 2 Years of Age Must be Accompanied by an Adult	No fee
b.	3 to 12 Years of Age	$ 3.00
c.	13 through 54 Years of Age	$ 5.00
d.	55 Years of Age and Older	$ 3.00

II. NATATORIUM (Aquatic Center-1000 S. Fir)

Monday through Friday (Closed on Wednesdays)

a.	3 to 12 Years of Age	$ 1.00
b.	13 through 54 Years of Age	$ 2.00
c.	55 Years of Age and Older	$ 1.00

III. AQUA AEROBICS

a.	16 Years of Age and Older (Monthly)	$ 20.00

IV. PHARR NATATORIUM (3001 N. CAGE)

a.	Resident, Veterans, and 55 Years of Age and Older (Monthly)	$ 30.00
b.	Non-Resident (Monthly)	$ 40.00
c.	**Lane Rental-Four lanes/two hours/Monday-Friday**	**$1,500.00**

- **Two-hour block to be determined based on availability**
- **Monthly membership fee still applies to all swimmers**

SECTION 2: REPEALING CLAUSE

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3: SEVERABILITY CLAUSE

The invalidity of any section, clause, sentence, or provision of this ordinance shall not affect the validity of any other part thereof.

SECTION 4: PUBLICATION, EFFECTIVE DATE

The Ordinance shall take effect and be in force from and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 5: PROPER NOTICE AND MEETING.

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 6th day of June, 2022.

CITY OF PHARR

_____

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of ____, 2021.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of ____, 2022.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.C.
DATE SUBMITTED:
MEETING DATE: July 5, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Development Services Cases:

Classification: Public Hearing
(* If closed session, City Attorney must review and approve.)

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No
Reason:

ROUTING:

Hilda Pedraza — Created -
Karla Saavedra
Patricia Rigney
City Management Office

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.C.1.
DATE SUBMITTED: June 21, 2022
MEETING DATE: July 5, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Melden & Hunt, Inc., representing Adelante Holdings, Ltd., owner, has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a Self-Storage facility in a General Business District (C). The property is legally described as being 2.30 acres, more or less, out of Lot 151, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 2605 North Sugar Road. **CUP#220429 (TABLED)**

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Melden & Hunt, Inc., representing Adelante Holdings, Ltd., owner, has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a Self-Storage facility in a General Business District (C).

Fiscal Consideration: N/A

Staff Recommendation: Development Services is recommending **denial** of the Life of the Use Conditional Use Permit to allow a Self-Storage facility in a General Business District (C) subject to applicant and site not being in compliance with all City Ordinances and City Department requirements.
Planning Commission voted by majority to deny the request for a Life-of-the-Use Conditional Use Permit to allow a Self-Storage facility in a General Business District (C) subject to staff recommendations.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza	Created/Initiated - 6/21/2022
Roland Gomez	Approved - 6/30/2022
Patricia Rigney	Approved - 6/30/2022
City Management Office	Final Approval - 7/1/2022

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, JUNE 20, 2022

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, DEVELOPMENT SERVICES DIRECTOR

THROUGH: ANDY HARVEY, CITY MANAGER

SUBJECT: LIFE OF THE USE CONDITIONAL USE PERMIT (SELF STORAGE)
FILE NO. **CUP#220429**

GENERAL INFORMATION:

APPLICANT: Melden & Hunt, Inc., representing Adelante Holdings, Ltd., owner, has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a Self-Storage facility in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 2.30 acres, more or less, out of Lot 151, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 2605 North Sugar Road.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned Residential Mobile Home District (R-MH) to the north, Agricultural and or Open Space District (A-O) to the east, Residential Multi-Family High Density (R-MFHD) to the south, and Residential Single Family District (R-1) to the west. This area is generally designated for Industrial use in the Land Use Plan.

COMMENTS:

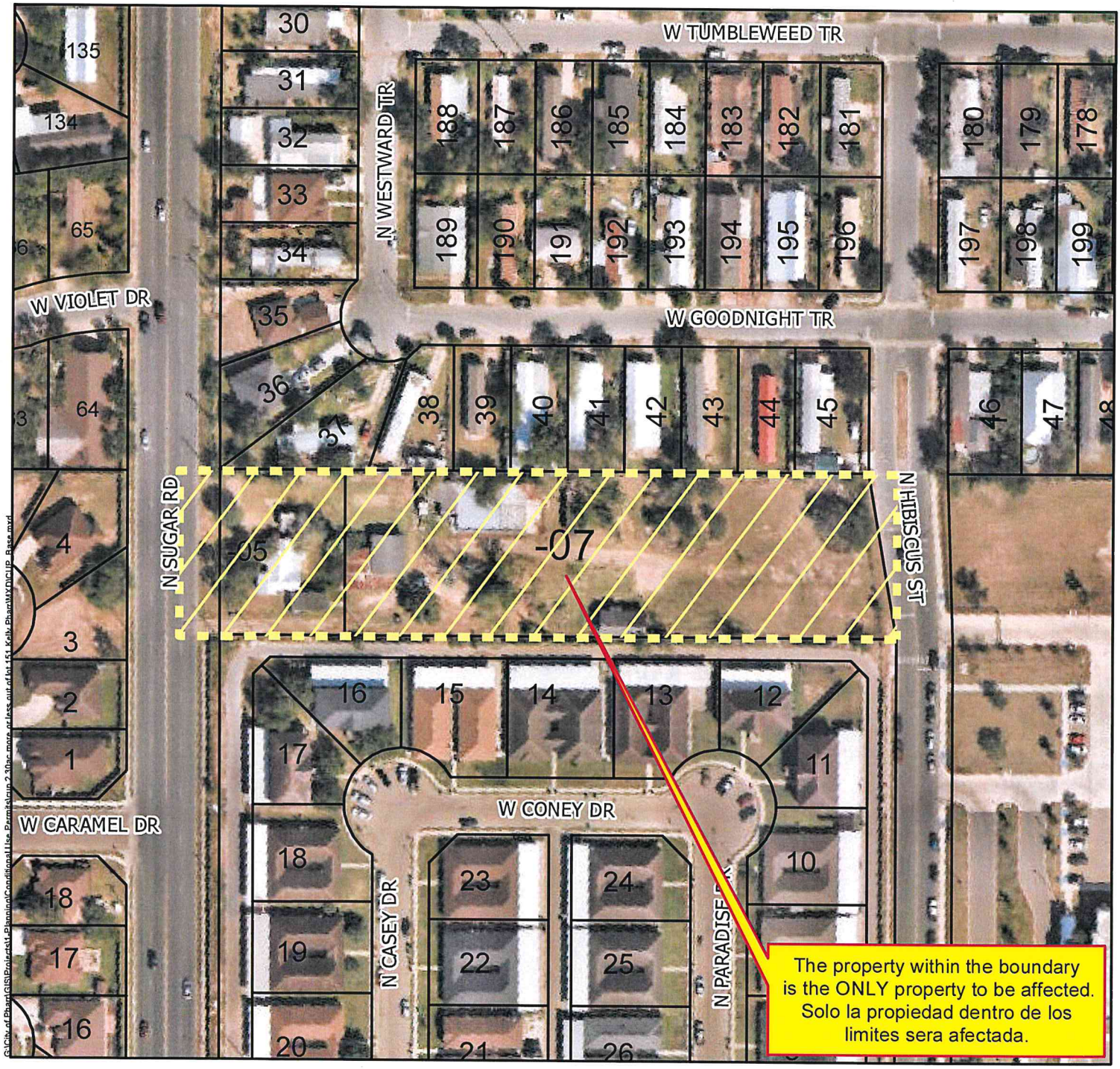
FIRE DEPARTMENT: Pending inspection of the Conditional Use Permit.

CODE COMPLIANCE DIVISION: Pending inspection of the Conditional Use Permit.

	PLANNING DIVISION:	Pending inspection of the Conditional Use Permit.
NOTIFICATION OF PUBLIC:	Eighty-one (81) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. Staff received one (1) response to the letters for information only.	
DEVELOPMENT SERVICES RECOMMENDATIONS:	Development Services is recommending **denial** of the Life of the Use Conditional Use Permit to allow a Self-Storage facility in a General Business District (C) subject to applicant and site not being in compliance with all City Ordinances and City Department requirements.	
NOTE:	Staff recommendation is based on Ordinance O-2019-23, Sec. 26-503 Zoning and Location Restrictions, (2) Distance regulations, a. In a General Business District (C), no self-storage or mini-warehouse facility shall be permitted within 1,000 feet of another self-storage or mini-warehouse facility. The proposed location is 695 feet from another established self-storage facility.	
PLANNING & ZONING COMMISSION:	Planning Commission voted by majority to deny the request for a Life-of-the-Use Conditional Use Permit to allow a Self-Storage facility in a General Business District (C) subject to staff recommendations.	

Proposed Conditional Use Permit
2.30 ac more or less out of Lot 151
Melden & Hunt, Inc./ Adelante Holdings Ltd.

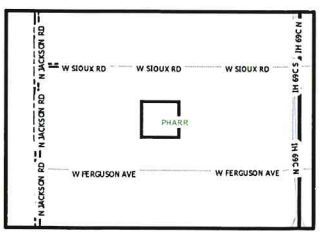
Pharr Engineering



G:\City of Pharr\GIS\Projects\Planning\Conditional Use Permits\cup 2.30ac more or less out of lot 151 Kelly Pharr\MXD\CUP_Base.mxd

- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



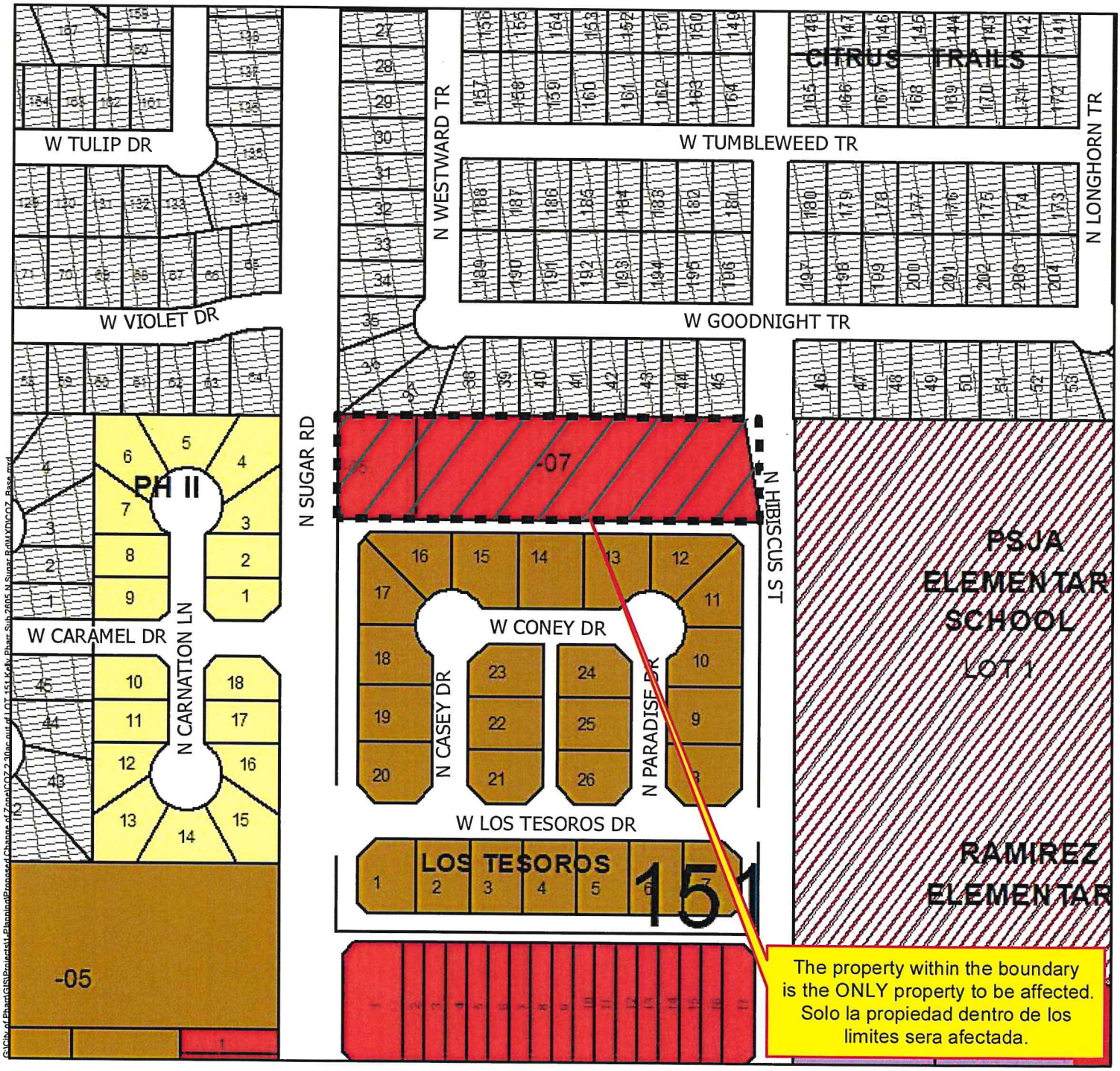
City of Pharr, Texas
Engineering Department
956.402.4242

Date: 5/4/2022

Scale: 1 inch = 125 feet

0 62.5 125 250 375 500 Feet

Change of Zone
2.30ac out of Lot 151 Kelly Pharr Subdivision, 2605 N Sugar Rd
Melden & Hunt, Inc./ Adelante Holdings, LTD



Zoning

ZONE

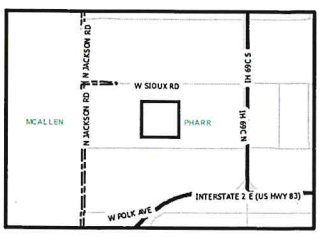
- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

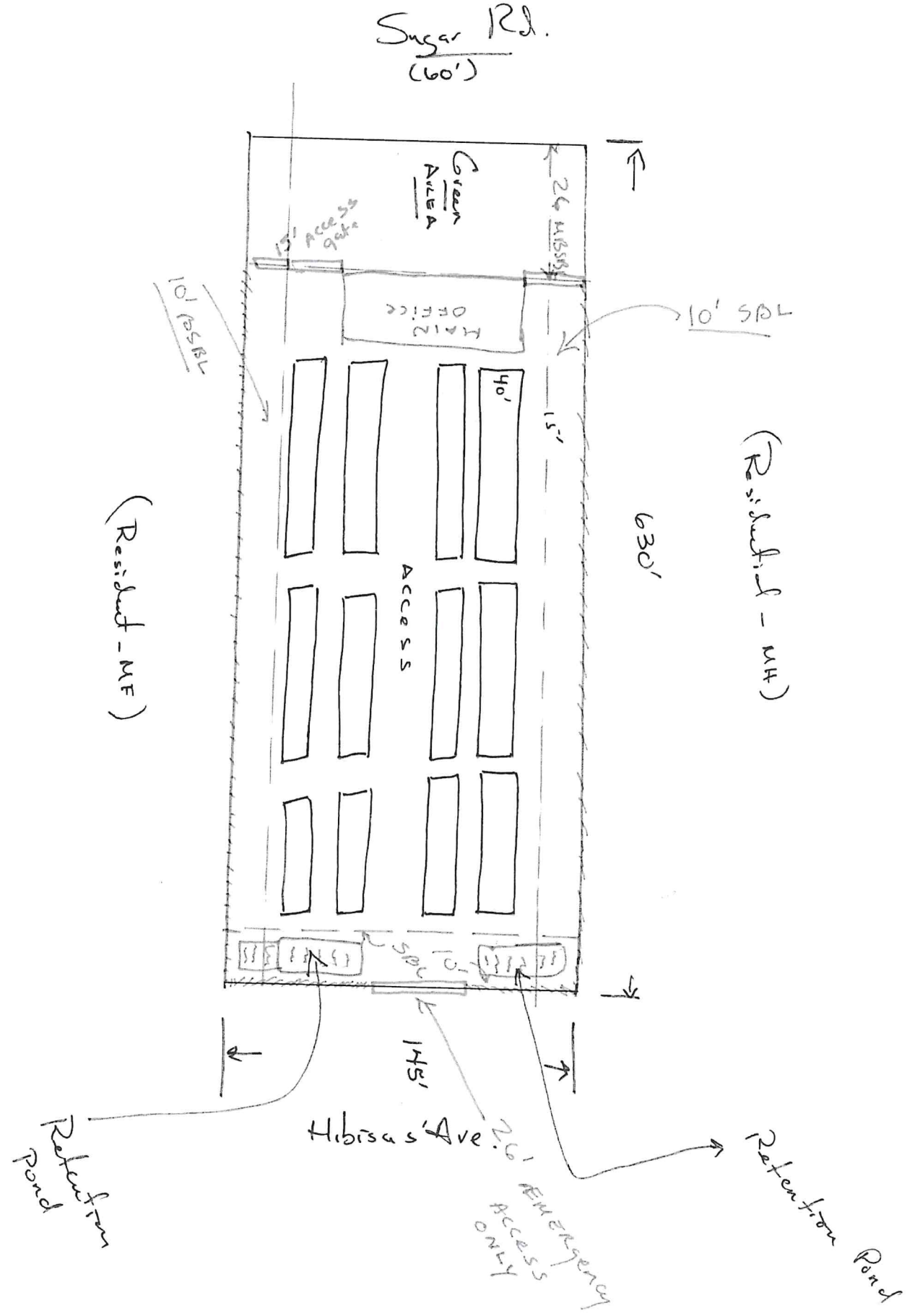
Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 5/17/2022




Sugar Rd.
(60')
Green Area
24' access
15' access gate
10' setback
Main Office
10' setback
40'
15'
630'
Access
(Residential - MH)
(Residential - MF)
10' setback
175'
Retention Pond
Hibiscus Ave.
26'
Emergency Access Only
Retention Pond


Sugar Storage

145 ft
N Hibiscus St
600 ft
N Sugar Rd

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.C.2.
DATE SUBMITTED: June 28, 2022
MEETING DATE: July 5, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Fuera De Lugar, LLC, d/b/a Fuera De Lugar Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as 0.071 of an acre tract of land, more or less, out of Plaza Sports Center Phase 1 Lot 1 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1101 East Nolana Loop. **CUP#150101**

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Issue: Fuera De Lugar, LLC, d/b/a Fuera De Lugar Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#150101**

Fiscal Consideration: n/a

Staff Recommendation: Development Services recommends approval of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site being in compliance with all City Ordinances and City Department requirements.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata	Created/Initiated - 6/28/2022
Patricia Rigney	Approved - 6/28/2022
Roland Gomez	Approved - 7/1/2022
City Management Office	Final Approval - 7/1/2022

Executive Summary Letter

July 5, 2022

Conditional Use Permit for **Renewal** for ABC – Fuera De Lugar Restaurant

Background:

Fuera De Lugar, LLC., d/b/a Fuera De Lugar Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 7th renewal for Fuera De Lugar Restaurant.

The property is located at 1101 East Nolana Loop. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

Staff recommends **approval** of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption subject to site and applicant being in compliance with all City Ordinances and City Department requirements.

P:\Admin\MY FILES\CUPs\ABC-J & A Caso_Fuera De Lugar dba Fuera De Lugar Restaurant _2015

Pharr
Development Services

MEMORANDUM

DATE: TUESDAY, JULY 5, 2022

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ANDY HARVEY, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT **RENEWAL** FOR ABC
FILE NO. **CUP#150101** (FUERA DE LUGAR RESTAURANT)

GENERAL INFORMATION:

APPLICANT: Fuera De Lugar, LLC, d/b/a Fuera De Lugar Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as 0.071 of an acre tract of land, more or less, out of Plaza Sports Center Phase 1 Lot 1 Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1101 East Nolana Loop.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned Agricultural and/or Open Space District (A-O) to the North, General Business District (C) to the South, Agricultural and/or Open Space District (A-O) and General Business District (C) to the East and Heavy Commercial District (C) to the West. The area is generally designated for commercial, industrial and public/semipublic use in the Land Use Plan.

COMMENTS:

POLICE CHIEF: Recommends approval of the Conditional Use Permit.

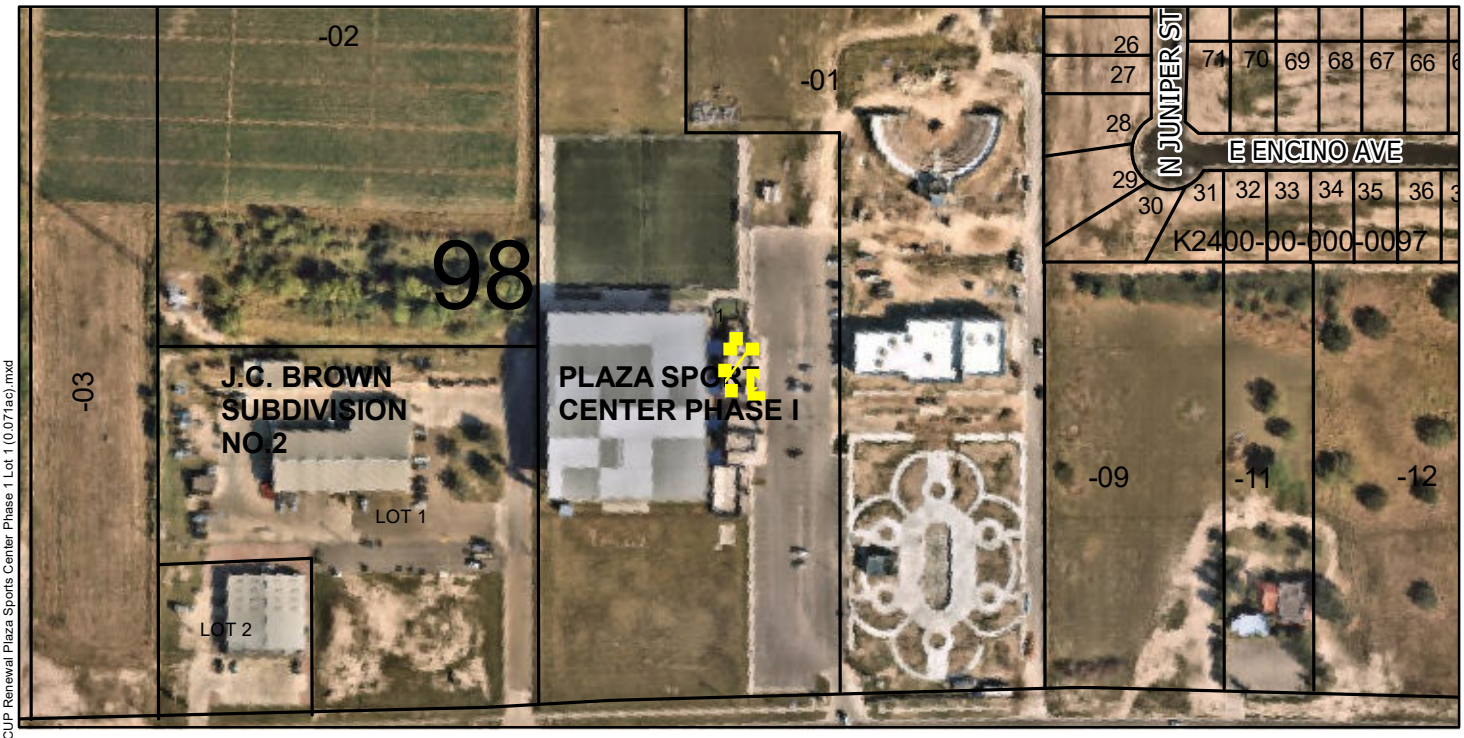
FIRE MARSHAL:	Recommends approval of the Conditional Use Permit.
CODE COMPLIANCE DIVISION:	Recommends approval of the Conditional Use Permit.
HEALTH DIVISION:	Recommends approval of the Conditional Use Permit.
PLANNING DIVISION:	Recommends approval of the Conditional Use Permit.

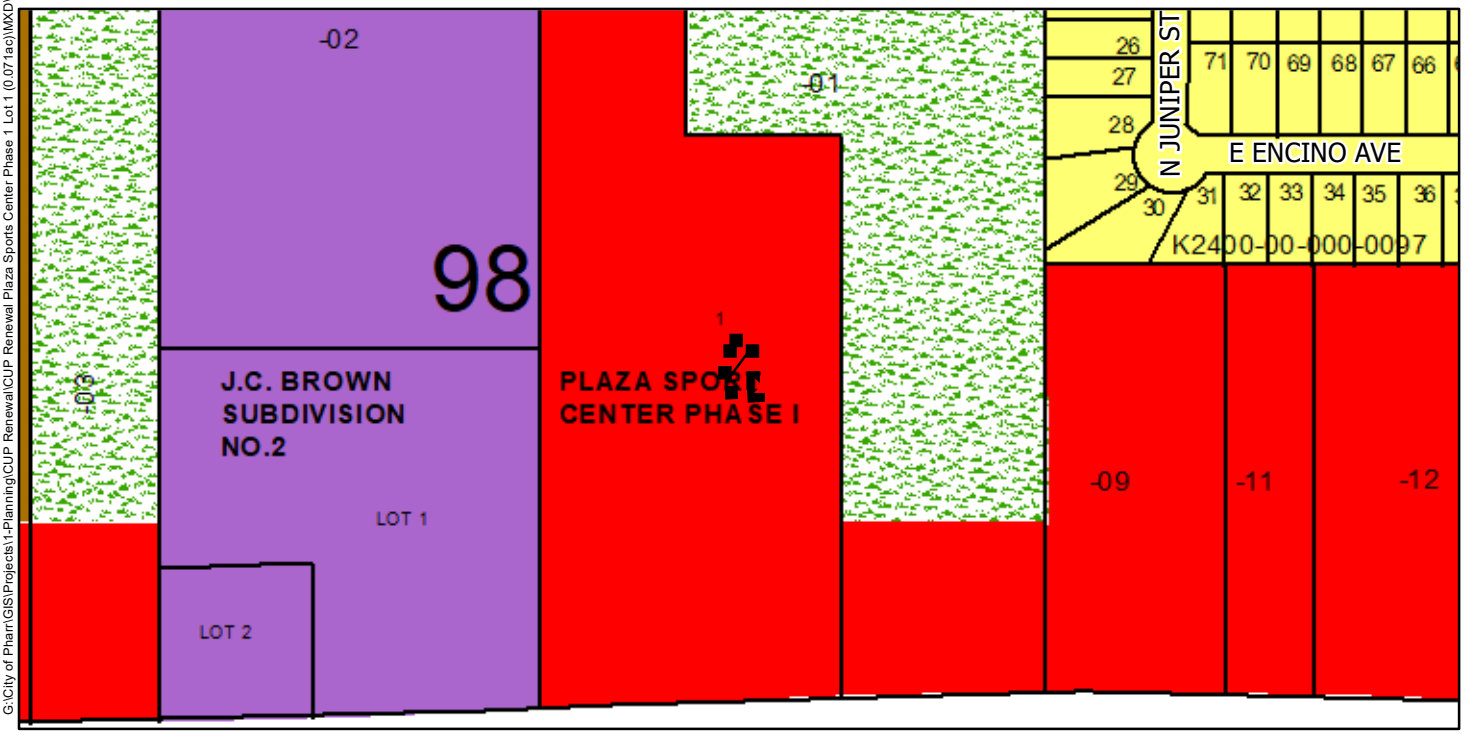
DEVELOPMENT SERVICES RECOMMENDATIONS: Development Services recommends **approval** of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site being in compliance with all City Ordinances and City Department requirements.

Conditional Use Permit Renewal
Plaza Sports Center Phase 1 Lot 1 (0.071ac)
Fuera De Lugar Restaurant/Jose Antonio Caso

Pharr
All-America City
2006

Pharr Engineering





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- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home
- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

Scale: 1 inch = 250 feet

0 125 250 500 750 1,000 Feet

N
W E
S

City of Pharr, Texas
Engineering Department
956.702.5355

Date: 6/30/2022

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.A.
DATE SUBMITTED: June 28, 2022
MEETING DATE: July 5, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action, if any, on Ordinance appointing/reappointing an Alternate Municipal Judge.***(Adoption on One Reading)***

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue: The Alternate Municipal Judge shall be appointed by the Board of Commissioners in accordance with City Charter, Article IV, Sections 2, 4 and 8. The current term of the Alternate Municipal Judge is set to expire on July 6, 2022 and appointment/reappointment is needed at this time.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: Not to appoint/reappoint

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Hilda Pedraza	Created/Initiated - 6/28/2022
Patricia Rigney	Approved - 6/30/2022
City Management Office	Final Approval - 7/1/2022

ORDINANCE NO: O-2022-___

AN ORDINANCE APPOINTING/RE-APPOINTING ALTERNATE MUNICIPAL JUDGE FOR THE CITY OF PHARR; COMPENSATION; HOURS; CUMULATIVE CLAUSE; SEVERABILITY CLAUSE; DECLARING AN EMERGENCY; EFFECTIVE DATE

WHEREAS, in accordance with the City Charter of the City of Pharr, Article IV, Sections 2, 4 and 8, a Municipal Judge and Alternate Municipal Judge shall be appointed by the Board of Commissioners of the City of Pharr; as soon as practical after the biennial election of the Commission;

WHEREAS, the Alternate Municipal Judge shall be appointed for a two-year term and shall have the qualifications as set out in the City Charter; and

WHEREAS, the Alternate Municipal Judge shall have the duties, responsibilities, and authority as set out in the City Charter, applicable law and City Codes; and

WHEREAS, the current term of the Alternate Municipal Judge is set to expire on July 6, 2022, and the City Commission needs to appoint/reappoint an Alternate Municipal Judge.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, THAT:

SECTION 1: The following shall hereby be appointed/re-appointed to serve in the capacity indicated below:

1. **_____**is hereby appointed/re-appointed to the Office of Alternate Municipal Judge of the City of Pharr. Compensation and benefits should be coordinated through the Human Resources Department and shall be subject to any and all terms and applicable benefits pursuant to the City of Pharr Personnel Policies as may be amended from time to time. The position requires a minimum of twenty (20) work hours per week.

SECTION 2: The Alternate Municipal Judge will be a _____-time position and shall be under the direct supervision of the Municipal Judge and oversight of the City Commission or the City Manager.

SECTION 3: Cumulative Clause. This Ordinance shall be cumulative of all other ordinances dealing with the same subject and other ordinances in direct conflict with this Ordinance is herewith repealed and this Ordinance shall supersede and provisions in conflict herewith; all other provisions of the above described ordinance shall remain in full force and effect.

SECTION 4: Severability Clause. If any section, part of provisions of this Ordinance

is declared unconstitutional or invalid, such declaration shall not affect the validity of the remaining sections, parts or provision of this Ordinance.

SECTION 5: Declaring an Emergency Clause; Effective Date. The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring the suspension of the rule that Ordinance be read on three separate days, and such rule is hereby suspended and said requirement is dispensed with by a vote of not less than a majority of all the members of the Board of Commissioners. This Ordinance shall take effect on July 6, 2022.

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 5th day of July, 2022, A.D.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.B.
DATE SUBMITTED: June 28, 2022
MEETING DATE: July 5, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Consideration and action, if any, on Resolution appointing/reappointing two (2) alternate members to the Board of Adjustment.

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue: The terms of alternate members, Rogelio Torres and Ramiro Gutierrez, expire on July 11, 2022.

Fiscal Consideration: n/a

Staff Recommendation: Staff recommends reappointment of alternate members Rogelio Torres and Ramiro Gutierrez.

Alternatives: n/a

Exclude Material from Public Packet? No
Reason: n/a

ROUTING:

Iris Mata	Created/Initiated - 6/28/2022
Roland Gomez	Approved - 7/1/2022
City Management Office	Final Approval - 7/1/2022

STATE OF TEXAS §
§ **RESOLUTION NO. R-2022-___**
CITY OF PHARR §

WHEREAS, the Board of Commissioners shall appoint a Board of Adjustment composed of five (5) regular members and two (2) alternate members who shall be residents of the City of Pharr, Texas; and

WHEREAS, the terms of alternate members, Rogelio Torres and Ramiro Gutierrez, expire on July 11, 2022; and

WHEREAS, appointment/re-appointment of two (2) alternate members needs to be made at this time in accordance with City Ordinance No. O-2007-48 whereby a person, either citizen/resident or Pharr business owner, shall not serve as an officer or member on more than two (2) Pharr board or committee concurrently.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, THAT:

The following residents of the City of Pharr are hereby appointed/reappointed as alternate members of the Board of Adjustment.

NAME:	**LENGTH OF TERM**
1. _____	2-year term (expiring July 11, 2024)
2. _____	2-year term (expiring July 11, 2024)

PASSED, APPROVED AND MADE EFFECTIVE BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 5th day of July, 2022.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.A.
DATE SUBMITTED: June 21, 2022
MEETING DATE: July 5, 2022

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, on renewal of Memorandum of Agreement with the Coastal Bend Regional Advisory Council for the Rio Grande Valley Hospital Preparedness Program.

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue: The current MOA expires on June 30, 2022, therefore we would need to sign a new one.

Fiscal Consideration: The fiscal consideration is that we received personal protective equipment at no cost, and in the event we are deployed then the City will receive reimbursement for all expenses.

Staff Recommendation: Staff Recommends the renewal of the MOA with CBRAC. The HPP program runs the EMTF program and EMS Chief Ramirez is the Vice-Chair of the executive board. Additionally, the HPP program is who has supplied all of the PPE and Covid testing kit to the City of Pharr.

Alternatives: There are no alternatives

Exclude Material from Public Packet? No
Reason: This item will not be excluded.

ROUTING:

Daniel Ramirez	Created/Initiated - 6/21/2022
Daniel Ramirez	Approved - 6/21/2022
Karla Saavedra	Approved - 7/1/2022
Patricia Rigney	Approved - 7/1/2022
City Management Office	Final Approval - 7/1/2022

Coastal Bend Regional Advisory Council
(CBRAC)
Trauma Service Area U (TSA-U)

P.O. Box 18460, Corpus Christi, TX, 78480

361-929-5401 phone 361-929-5104 fax

www.cbrac.org

Coastal Bend Regional Advisory Council (CBRAC)
Hospital Preparedness Program (HPP)
Memorandum of Agreement

Background

The US Department of Health & Human Services (HHS) provides funding for community preparedness and hospital preparedness. The HHS funding is awarded via two separate but interrelated cooperative agreements. HHS Centers for Disease Control and Prevention (CDC) provides funds for strengthening public health preparedness to address bioterrorism, outbreaks of infectious diseases and public health emergencies. This funding stream focuses on the critical tasks necessary for the public health community to prepare for and respond to a terrorist event or other public health emergencies, emphasizing integrated response systems. The ability to quickly and effectively distribute preventive medication in affected areas is one of the nation's top priorities to be addressed by these funds.

Hospital Preparedness Program (HPP) – The HHS Office of the Assistant Secretary for Preparedness and Response (OASPR) provides funds for states to develop hospital response capability (for responding to All Hazards Events), through the HPP. This program includes the identification of available hospital beds, development of a regional healthcare coalition for preparedness, development of an advance registration system for identifying additional healthcare personnel, development of a healthcare recovery system, planning for mass fatalities, evaluation and strengthening of plans into local and regional plans, development of surge capacity, incident information sharing, and responder health and safety. Healthcare facilities and healthcare delivery systems play a critical role in both identifying and responding to any potential natural disaster, terrorism attack or infectious disease outbreak.

To accomplish these goals, HHS has developed Healthcare Capabilities. These capabilities describe demonstrable criteria that must be achieved as a condition of accepting OASPR HPP funds.

The funding is provided to the Texas Department of State Health Services (DSHS). For preparedness efforts in the Trauma Service Areas (TSA-U, -T and -V). DSHS has contracted with the Coastal Bend Regional Advisory Council, hereinafter referred to as CBRAC for the implementation of the four (4) Healthcare Capabilities of the OASPR HPP.

PURPOSE

The purpose of this agreement between the Coastal Bend Regional Advisory Council (CBRAC) – as the DSHS subcontractor – and City of Pharr / Pharr EMS, is to outline the responsibilities of each party. As a condition of grant funds participation, the Health Care Coalition (HCC) member agrees to:

1. Work to achieve Healthcare Preparedness Capabilities and performance measures.
2. Maintain minimum levels of readiness.
3. Participate in planning and exercises.
4. Monitor progress for each capability as described by OASPR Texas Hospital Preparedness Program.

A summary of the capabilities pertaining to healthcare facilities is shown in the Conditions section of this agreement. The full listing of the capabilities and DSHS annual requirements as described in the HPP Grant Year Work Plan is available upon request.

CONDITIONS

The Coastal Bend Regional Advisory Council (CBRAC), TSA-U, administers the HPP funds as a contractor of DSHS. As a contractual requirement for the HPP Work Plan, a Healthcare Coalition (HCC) must be created and consist of healthcare facilities/providers in each TSA area, TSA-T, TSA-U and TSA-V. Examples of membership include but are not limited to, EMS providers, Emergency Management/Public Safety, Public Health Department, long term care providers, mental/behavioral health providers, private entities associated with healthcare (e.g. hospital associations) specialty service providers (e.g. dialysis, pediatrics, women's health, stand-alone surgery, urgent care), support service providers (e.g. laboratories, pharmacies, blood banks, poison control), primary care providers, community health centers, tribal healthcare and federal entities, representatives of Emergency Medical Services, as well as other interested agencies and individuals.

HCC Members agree to participate in all actual emergency response activities in the region.

HCC Members agree to comply with the CBRAC procurement process outlined in the DSHS Contractors Financial Procedures Manual and understand that HCC expenditure decisions are developed on a consensus basis to address required HPP capabilities and related goals. A summary of both parties' responsibilities follows:

CBRAC Responsibilities:

- CBRAC shall perform activities in support of the Department of State Health Services (DSHS) Cooperative Agreement (CA) from the ASPR Healthcare

Preparedness Program and Centers for Disease Control and Prevention (CDC) FFY18 Cooperative Agreements.

- CBRAC shall provide services in the following counties: Aransas, Bee, Brooks, Cameron, Duval, Hidalgo, Jim Hogg, Jim Wells, Kenedy, Kleberg, Live Oak, McMullen, Nueces, Refugio, San Patricio, Starr, Webb, Willacy, and Zapata.
- CBRAC in its role as regional Hospital Preparedness Program implementation contractor, shall administer the available federal HPP services funds as specified in this Cooperative Agreement, lead the efforts to establish and implement regional Healthcare Coalitions and assist DSHS HPP in the administration, planning and evaluation of services.
    - If available, distribute equipment, supplies and services to participating members according to the HPP distribution/work plan in support of and in compliance with the OASPR guidelines.
    - Ensure compliance with the DSHS HPP contract, including monitoring of the progress of required capabilities.
    - Provide administrative support to the HPP main meetings and HPP workgroups.
    - Represent the HPP in the DDC, EOC, RHMOC or MACC. In planning for exercises, and other pertinent meetings on an "as needed" basis.
    - Report periodically to member hospital/facility senior leadership on the status of reaching benchmark metrics.

- CBRAC staff shall enhance the ability of participating hospitals and healthcare organizations to improve healthcare surge capacity and enhance community and hospital preparedness for public health emergencies by conducting activities at the local/regional level related to Healthcare Preparedness Capabilities designated by the ASPR HPP FY18 Cooperative Agreements.

- CBRAC staff shall represent HPP HCC members at multi-jurisdictional planning meetings that address public health and medical service issues.

- CBRAC cannot require HPP HCC members to pay a "membership fee" as a condition of receiving HPP funds or as a means of recovering HPP related costs.

- CBRAC in TSA –T, U & V staff shall conduct and facilitate the local/regional HPP HCC meetings and provide materials as needed in each respective area.

- All CBRAC staff shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines including, but not limited to, the following:

The Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Cooperative Agreement, Department of Health and Human Services, Office of Assistant Secretary for Preparedness and Response (ASPR) and Centers for Disease Control and Prevention (CDC);

2017 – 2024 Health Care Preparedness and Response Capabilities, Office of the Assistant Secretary for Preparedness and Response, November 2016. https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/2017-2024-healthcare-pr-capablities.pdf

National Response Framework located at http://www.fema.gov/pdf/emergency/nrf/nrf-core.pdf

State of Texas Emergency Management Plan, Annexes and Appendices located at: http://www.txdps.state.tx.us/dem/downloadableforms.htm

Texas Homeland Security Strategic Plan located at: https://www.preparingtexas.org/Resources/documents/Texas%20HS%20Strategic%20Plan%202015-2020.pdf

Medical Surge Capacity and Capability (MSCC) A Management System for Integrating Medical and Health Resources during Large-Scale Emergencies, The CNA Corporation, September 2007 or latest version located at:

http://www.phe.gov/preparedness/planning/mscc/handbook/pages/default.aspx

OSHA Best Practices for Hospital-Based First Receivers of Victims from Mass Casualty Incidents involving the Release of Hazardous Substances. Located at:

http://www.osha.gov/dts/osta/bestpractices/html/hospital_firstreceivers.html

Most current Texas Statewide Communications Interoperability Plan located at: http://www.dps.texas.gov/LawEnforcementSupport/communications/interop/txicc/scip.htm

Licensing of Wholesale Distributors of Prescription Drugs -Including Good Manufacturing *Practices (25* Texas Administrative Code, §§229.419 – 229.430):

http://www.dshs.state.tx.us/dmd/

- CBRAC staff shall develop, implement, and maintain a system for accurately tracking expenditures by participating hospitals, healthcare entities, or any other entities that receive funds, reimbursement, equipment, or supplies purchased with HPP funds.

- CBRAC staff, as part of the regional HPP Healthcare Coalition Development, shall coordinate activities and healthcare systems preparedness response plans within each TSA regional safety/emergency response agencies, hospitals, and other healthcare providers, community health centers, long-term care providers, local health departments, DSHS Health Service Region staff, and Councils of Government (COG), Emergency Medical Services (EMS) providers mental/behavioral health providers, private entities associated with healthcare, specialty service providers, support service providers, primary care providers, Tribal Healthcare, and federal entities, etc. This coordination shall be conducted in accordance with the ASPR FFY18 HPP Cooperative Agreement, and the tiered response outlined in the MSCC Management System handbook. Regional HPP Healthcare /Coalitions must include other emergency response partners at meetings during which allocation of HPP funds are discussed and when the tiered hospital response system is addressed.

- CBRAC staff must ensure that all HPP participating hospitals and health care facilities participate in at least one regional or statewide HSEEP-based functional or full-scale exercise during the five-year project period (SFY 17 – healthcare SFY 24) and test all of the preparedness capabilities. All other HPP funded exercises shall test, as a minimum, components of Capability 2: Health Care and Medical Response Coordination; Objective 2: Utilize Information Sharing Procedures and Platforms; Activity 1: Develop Information Sharing Procedures and Objective 3: Coordinate Response Strategy, Resources, and Communications: Activity 1: Identify and Coordinate Resource Needs during an Emergency. Also, during this exercise, at least one healthcare preparedness capability must be tested.

- CBRAC staff shall also participate in statewide exercises planned by DSHS or other state and federal agencies, as needed, to assess the response capacity and capability of the regional HPP to respond to a terrorism event, outbreak of infectious disease, and other public health threats and emergencies.

- CBRAC staff shall prepare and submit to DSHS Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercise after-action reports and improvement plans that document required corrective actions for identified gaps or weaknesses in hospital preparedness plans within ninety (90) days of the exercise.

- CBRAC staff will be required to provide DSHS situational awareness during drills, emergencies and disasters that are related to healthcare preparedness in their assigned TSA region.

- CBRAC staff shall allow DSHS to conduct on-site quality assurance reviews of Contractor and participating hospitals/healthcare facilities and medical service providers as deemed necessary by DSHS. Contractor shall require access for

DSHS and federal personnel for monitoring purposes in its agreements with the hospitals/facilities.

- CBRAC staff shall monitor all subcontractors, including participating hospitals/healthcare facilities and medical service providers and ensure that they are tracking, and have an inventory system for all HPP funded equipment.

Participating Healthcare Facility Responsibilities:

1. Designate - Healthcare Preparedness Coalition Committee Representative per agency.

2. Representative or designee will attend at least 75% of regularly scheduled meetings of CBHCPC, or TSA-T and TSA-V, Healthcare Preparedness Coalition Committee, and be responsible for participation in committee discussions and disseminating HPP information and actions to the facility they represent.

3. Education and Preparedness Training: The Healthcare Coalition Member will continue to participate in education and preparedness training opportunities and programs for healthcare personnel, both pre-hospital and hospital based, that will respond to an incident or emergency in accordance with the healthcare preparedness capabilities noted below. Training and education should be linked to exercises/drills.

4. Exercises, Evaluations, and Corrective Actions: The Healthcare Coalition Member will continue to participate in drills, exercises, and responses in conjunction and collaboration with local, regional, State, and Federal partners. Exercises should address the capabilities listed below and should address special need population's requirements. Evaluations (after action reviews) will be completed after each exercise and corrective action implemented as a result of the evaluations.

5. Addressing the Needs of "At Risk" Populations: Capabilities will be addressed in such a way that the needs of "at risk" patient populations are accounted for in planning. "At Risk" populations are defined as children, pregnant women, senior citizens, and other individuals that have special needs to include those with chemical dependency and mental health issues.

The Four Health Care Preparedness and Response Capabilities are:

Capability 1: Foundation for Health Care and Medical Readiness
Goal of Capability 1: The community's health care organizations and other stakeholders—coordinated through a sustainable HCC—have strong relationships, identify hazards and risks, and prioritize and address gaps through planning, training, exercising, and managing resources.

Capability 2: Health Care and Medical Response Coordination
Goal of Capability 2: Health care organizations, the HCC, their jurisdiction(s), and the ESF-8 lead agency plan and collaborate to share and analyze information, manage and share resources, and coordinate strategies to deliver medical care to all populations during emergencies and planned events.

Capability 3: Continuity of Health Care Service Delivery
Goal of Capability 3: Health care organizations, with support from the HCC and the ESF-8 lead agency, provide uninterrupted, optimal medical care to all populations in the face of damaged or disabled health care infrastructure. Health care workers are well-trained, well-educated, and well-equipped to care for patients during emergencies. Simultaneous response and recovery operations result in a return to normal or, ideally, improved operations.

Capability 4: Medical Surge
Goal of Capability 4: Health care organizations—including hospitals, EMS, and out-of-hospital providers—deliver timely and efficient care to their patients even when the demand for health care services exceeds available supply. The HCC, in collaboration with the ESF-8 lead agency, coordinates information and available resources for its members to maintain conventional surge response. When an emergency overwhelms the HCC's collective resources, the HCC supports the health care delivery system's transition to contingency and crisis surge response and promotes a timely return to conventional standards of care as soon as possible.

2017-2024 Health Care Preparedness and Response Capabilities
Summary of Capabilities followed by Objectives and Activities

Capability1: Foundation for Health care and Medical Readiness

O1) Establish and Operationalize a Health Care Coalition.
- A1) Define Health Care Coalition Boundaries
- A2) Identify Health Care Coalition Members
- A3) Establish Health Care Coalition Governance

O2) Identify Risk and Needs
- A1) Assess Hazard Vulnerabilities and Risks
- A2) Assess Regional Health Care Resources
- A3) Prioritize Resource Gaps and Mitigation Strategies
- A4) Assess Community Planning for Children, Pregnant Women, Seniors, Individuals with Access and Functional Needs, Including People with Disabilities, and Others with Unique Needs
- A5) Assess and Identify Regulatory Compliance Requirements

O3) Develop a Health Care Coalition Preparedness Plan

O4) Train and Prepare the Health Care and Medical Workforce
- A1) Promote Role-Appropriate National Incident Management System Implementation
- A2) Educate and Train on Identified Preparedness and Response Gaps
- A3) Plan and Conduct Coordinated Exercises with Health Care Coalition Members and Other Response Organizations
- A4) Align Exercises with Federal Standards and Facility Regulatory and Accreditation Requirements
- A5) Evaluate Exercises and Responses to Emergencies
- A6) Share Leading Practices and Lessons Learned

O5) Ensure Preparedness is Sustainable
- A1) Promote the Value of Health Care and Medical Readiness
- A2) Engage Health Care Executives
- A3) Engage Clinicians
- A4) Engage Community Leaders
- A5) Promote Sustainability of Health Care Coalitions

Capability 2: Health Care and Medical Response Coordination

O1) Develop and Coordinate Health Care Organizations and Health Care Coalition Response Plans
- A1) Develop a Health Care Organization Emergency Operations Plan
- A2) Develop a Health Care Coalition Response Plan

O2) Utilize Information Sharing Procedures and Platforms
- A1) Develop Information Sharing Procedures
- A2) Identify Information Access and Data Protection Procedures
- A3) Utilize Communications Systems and Platforms

O3) Coordinate Response Strategy, Resources, and Communications
- A1) Identify and Coordinate Resource Needs during an Emergency
- A2) Coordinate Incident Action Planning During an Emergency
- A3) Communicate with Health Care Providers, Non-Clinical Staff, Patients and Visitors during an Emergency
- A4) Communicate with the Public during an Emergency

Capability 3: Continuity of Health Care Service Delivery

O1) Identify Essential Functions for Health Care Delivery

O2) Plan for Continuity of Operations
- A1) Develop a Health Care Organization Continuity of Operation Plan
- A2) Develop a Health Care Coalition Continuity of Operations Plan
- A3) Continue Administrative and Finance Functions
- A4) Plan for Health Care Organization Sheltering-in-Place

O3) Maintain Access to Non-Personnel Resources during an Emergency
- A1) Assess Supply Chain Integrity
- A2) Assess and Address Equipment, Supply, and Pharmaceutical Requirements

O4) Develop Strategies to protect Health Care Information Systems and Networks
O5) Protect Responders' Safety and Health
A1) Distribute Resources Required to Protect the Health Care Workforce
A2) Train and Exercise to Promote Responders' Safety and Health
A3) Develop Health Care Worker Resilience
O6) Plan for and coordinate Health Care Evacuation and Relocation
A1) Develop and Implement Evacuation and Relocation Plans
A2) Develop and Implement Evacuation Transportation Plans
O7) Coordinate Health Care Delivery System Recovery
A1) Plan for Health Care Delivery System Recovery
A2) Assess Health Care Delivery System Recovery after an Emergency
A3) Facilitate Recovery Assistance and Implementation

Capability 4: Medical Surge

O1) Plan for Medical Surge
A1) Incorporate Medical Surge Planning into a Health Care Organization Emergency Operations Plan
A2) Incorporate Medical Surge into an Emergency Medical Services Emergency Operations Plan
A3) Incorporate Medical Surge into a Health Care Coalition Response Plan
O2) Respond to a Medical Surge
A1) Implement Emergency Department and Inpatient Medical Surge Response
A2) Implement Out-of-Hospital Medical Surge Response
A3) Develop an Alternate Care System
A4) Provide Pediatric Care during a Medical Surge Response
A5) Provide Surge Management during a Chemical or Radiation Emergency Event
A6) Provide Burn Care during a Medical Surge Response
A7) Provide Trauma Care during a Medical Surge Response
A8) Respond to Behavioral Health Needs during a Medical Surge Response
A9) Enhance Infections Disease Preparedness and Surge Response
A10) Distribute Medical Countermeasures during a Medical Surge Response
A11) Manage Mass Fatalities

Funding Restrictions which apply to COUNTY and 911 PROVIDER recipients are as follows:

- Recipients may not use funds for fund raising activities or lobbying;

- Recipients may not use funds for research;
- Recipients may not use funds for construction or major renovations;
- Recipients may not use funds for clinical care;
- Recipients may not use funds to purchase vehicles;
- Recipients may not use funds for reimbursement of pre-award costs;
- Recipients may supplement but not supplant existing state or federal funds for activities described in the budget.

TERM

1. The terms of this agreement will commence upon signature and continue in full force and in effect until June 30, 2024. This agreement will have a final end date of June 30, 2024, unless terminated sooner as provided herein.

2. Either Party may terminate this Agreement upon providing 30 days prior written notice of the intended date of termination. Termination of agreement would include the timely return of HPP-associated funds and equipment. Should the HCC Member elect to terminate this Agreement and such termination is not the result of a material breach of this agreement by the HCC Member shall bear the costs of the return of any unused HPP funds and all preparedness equipment and supplies to CBRAC. In all other circumstances, including the HCC Member decision to not renew this agreement beyond the term set forth herein, the HCC Member shall bear the costs of the return of any unused HPP funds and all preparedness equipment and supplies to CBRAC.

    (a) The Subcontractor/Participating Healthcare Coalition Member may retain preparedness equipment and supplies received as part of the HPP, with conditions as follow below. In order to do so, the Healthcare Coalition Member must agree to:

        (i) Certify in writing that the Healthcare Coalition Member will continue to fulfill an active role with DSHS – EMTF 11, the local or regional emergency management system or response plan and continue to be a Healthcare Coalition Member in the community.
        (ii) Should the terminating Healthcare Coalition Member elect to fully disassociate from the HPP program, then all received supplies and equipment including equipment purchased by the Healthcare Coalition Member and the Healthcare Coalition Member received reimbursement as part of the HPP program, must be returned at the Healthcare Coalition Member's expense to CBRAC.
        (iii) Healthcare Coalition Member ceases operations and/or no longer a Healthcare Coalition Member, experience business closure, bankruptcy proceedings, otherwise meets the provisions of section 2, ii, the Healthcare Coalition Member will immediately notify CBRAC. Then all received supplies and equipment including

equipment purchased by the Healthcare Coalition Member and the Healthcare Coalition Member receive reimbursement part of the HPP program and retained by that Healthcare Coalition Member, as designated on property transfer documents, and which are determined by CBRAC as retaining value to the HPP program, must be returned at that Healthcare Coalition Member expense to CBRAC.

(b) The Healthcare Coalition Member which ceases operations and/or is no longer a Healthcare Coalition Member, including business closure or bankruptcy proceedings, shall notify CBRAC immediately and arrange for the transfer or return of all funds, received supplies, and equipment including equipment purchased by the Healthcare Coalition Member and received reimbursement as part of the HPP program, must be returned. Such transfer of equipment shall be accompanied by closure inventory and transfer documentation.

3. The Healthcare Coalition Member which experiences a change in ownership or similar circumstances, which invalidates the previous commitment to the HPP as agreed herein, shall notify CBRAC of this change in status. The Healthcare Coalition Member may continue to participate in the program by submission of this agreement and the accompanying mutual aid agreement, under new signature to CBRAC. Failure to submit a new agreement in a timely manner shall be considered as a termination indicated in section 2.i above.

4. The Healthcare Coalition Member must have an executed agreement with Coastal Bend Regional Advisory Council (CBRAC) to participate with the Department State Health Services - Emergency Medical Task Force 11(DSHS – EMTF 11) or enter into an agreement with CBRAC to participate with the DSHS - EMTF 11 within ninety days of this executed agreement with CBRAC. If the Healthcare Coalition Member does not enter into an agreement with CBRAC to participate with DSHS – EMTF 11 or does not maintain an active agreement with CBRAC to participate with DSHS – EMFT 11, then all received supplies and equipment including equipment purchased by the Healthcare Coalition Member and Healthcare Coalition Member received reimbursement as part of the HPP program, must be returned at that Healthcare Coalition Member's expense to CBRAC or an agency / location within TSA's, T, U, or V as reasonably designated by CBRAC.

5. Ownership and, where applicable, title to all equipment and consumable supplies purchased by and/or funded by CBRAC with HPP funds and made available to Healthcare Coalition Member, shall vest with Healthcare Coalition Member subject to the Texas Department of State Health Services Contractor's Financial Procedures Manual provisions regarding closeout procedures and DSHS final determination and process requirements.

6. Any notice required or desired to be given under this agreement will be deemed given upon the earlier of:

   Actual delivery, if by hand delivery, courier, electronic confirmation of delivery, if by facsimile, to the intended recipient or its agent;

   OR

   The third business day following deposit in the U.S. Mail, postage prepaid, certified or registered mail, return receipt requested to the respective addresses set out above, or to such other address as a Party shall specify in writing.

7. This agreement contains or references the entire agreement of the parties and supersedes any and all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter herein.

8. The Healthcare Coalition Member may not assign any of its rights or obligations under this agreement without the prior written consent of CBRAC.

9. This agreement shall be governed by the laws of the State of Texas and performable in specified County, TX.

10. In the event the DSHS extends the time frame for the OASPR Year 18 contracts with CBRAC, CBRAC will notify the Memorandum of Agreement signatories of the extension in writing and this agreement will be extended to match the contract period extension(s).

I understand that signatories to the Agreement are subject to Federal *A-133* audits and other performance measures related specifically to expenditures of the OASPR funds.

By my signature, I attest to understanding the goals of OASPR Hospital Preparedness Program (HPP) will support and comply with the HPP Capabilities as displayed in this Agreement and its attachments.

Participating Healthcare Coalition Member. Please fill in all information below:

Agency/ Organization: City of Pharr / Pharr EMS

Address: 118 South Cage, 4th floor

City, State, Zip: Pharr, Texas 78577

HPP Representative: Daniel Ramirez

Name (please print): Andy Harvey

Title: City Manager

Signature: _____

Date: _____

Coastal Bend Regional Advisory Council
PO Box 18460
Corpus Christi, TX 78480

Name: **Hilary Watt**

Title: **Executive Director**

Signature: _____

Date: _____

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.B.
DATE SUBMITTED: June 27, 2022
MEETING DATE: July 5, 2022

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, authorizing City Manager to execute an Investigator-Initiated Study Agreement between BFLY Operations, Inc. and the City of Pharr / Pharr EMS.

Classification: Regular
(* If closed session, City Attorney must review and approve.)

Issue: This agreement will allow Pharr EMS to participate in a DHR Research study with BFLY Operations.

Fiscal Consideration: BFLY Operations, Inc. will provide all the equipment used in this research study.

Staff Recommendation: Staff recommends approval of agreement.

Alternatives: no alternatives

Exclude Material from Public Packet? No
Reason: not excluded

ROUTING:

Daniel Ramirez	Created/Initiated - 6/27/2022
Daniel Ramirez	Approved - 6/27/2022
Karla Saavedra	Approved - 7/1/2022
Patricia Rigney	Approved - 7/1/2022
City Management Office	Final Approval - 7/1/2022

INVESTIGATOR-INITIATED STUDY AGREEMENT

This Investigator-Initiated Study Agreement (the "***Agreement***") is executed by and between BFLY Operations, Inc. (***"COMPANY"***), DHR Health Institute for Research and Development (the ***"Institution"***), Med-Care EMS, ("***Med-Care EMS***") and City of Pharr EMS and its affiliate, RGV Angel Flight (together "***City of Pharr EMS***") (Med-Care EMS and City of Pharr EMS, collectively referred to as the "***EMS Group"*** and each a "***Member of the EMS Group***"), effective _____, 2022 (the ***"Effective Date"***).

Commented [PAR1]: Is this the correct effective date?

Commented [DR2R2]: No let me make it o we have to fill it in

BACKGROUND

WHEREAS, Institution desires to perform a study entitled "Use of Point-of-Care Ultrasound in the Prehospital Diagnosis of Traumatic Pneumothorax" (the "***Study***") through its employee investigator Jeffrey Skubic ("***Investigator***") (NPI Number: 1609169994); and

WHEREAS, Institution and Investigator have expertise in trauma patient care, including, without limitation treatment of pneumothoraxes and desire to collect data regarding the prehospital use of point-of-care ultrasound devices; and

WHEREAS, the EMS Group have expertise in providing patient care to trauma patients in a prehospital setting; and

WHEREAS, COMPANY has a point-of-care ultrasound device described on Exhibit B ("*Equipment*") that may support trauma patient care in a prehospital setting; and access to the COMPANY owned and/or controlled computer systems via the Internet used in collecting data from the Study (the "***Butterfly Cloud****"*); and

WHEREAS, all parties believe that the goals of each can be achieved through an agreement between and among them and wish to define the terms and conditions of such an agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. CONDUCT OF STUDY

1.1 Institution and Investigator.

1.1.1 Investigator will conduct the Study at the Institution in accordance with the protocol attached hereto as Exhibit A (the ***"Protocol"***) and the terms of this Agreement.

1.1.2 Investigator and Institution will provide COMPANY and the EMS Group with prior written notice of any proposed amendments to the Protocol.

1.1.3 Investigator and Institution will be solely responsible for submitting the Protocol, its amendments and any other required regulatory documents to applicable regulatory authorities, including the U.S. Food and Drug Administration (***"FDA"***) as required by law in connection with the Study. Proof of Institution's ethics committee or institutional review board approval is required before disbursement of Equipment.

1.1.4 The Study will be conducted under the general direction of the Investigator. Institution will notify COMPANY and the Members of the EMS Group in advance in the event that Investigator is unable to continue in that role and any decision regarding replacement of the

Investigator. COMPANY will have the right to terminate this Agreement if Institution is unable to replace the Investigator promptly with a qualified physician who is reasonably acceptable to COMPANY.

1.1.5 Institution shall arrange for qualified medical, technical, laboratory, clerical and other personnel, and if applicable, sub-investigators, that are necessary, desirable, and available to conduct the Study in accordance with the Protocol and this Agreement (collectively, "***Institution Personnel***"). Further, Institution shall ensure that Investigator and all Institution Personnel (a) comply with the obligations of confidentiality and non-use of Confidential Information set forth in Article 18 of this Agreement; and (b) assign to Institution any and all rights, title and interest they may have in the Study Data and any COMPANY Inventions (each defined below). Institution shall be responsible for any failure by Investigator or Institution Personnel to comply with the terms and conditions of this Agreement applicable to them.

1.1.6 Institution, through Investigator, shall ensure that Study Data are uploaded to the Butterfly Cloud in accordance with the Protocol.

Commented [PAR3]: What protocol

Commented [DR4R4]: Protocol is exhibit A below. We would adopt it

1.2 EMS Group.

1.2.1 Each Member of the EMS Group will conduct the Study in accordance with the Protocol.

1.2.2 Each Member of the EMS Group shall arrange for qualified medical personnel that are necessary, desirable, and available to conduct the Study in accordance with the Protocol and this Agreement (collectively, "***EMS Personnel***"). Further, each Member of the EMS Group shall ensure that their respective EMS Personnel (a) comply with the obligations of confidentiality and non-use of Confidential Information set forth in Article 18 of this Agreement; and (b) assign to Med-Care EMS or City of Pharr EMS, as applicable, any and all rights, title and interest they may have in the Study Data and any Company Inventions. Each Member of the EMS Group shall be responsible for any failure by their respective EMS Personnel to comply with the terms and conditions of this Agreement applicable to them.

1.2.3 Each Member of the EMS Group will collect data and upload such data to the Butterfly Cloud in accordance with the Protocol.

1.2.4 Each Member of the EMS Group will use the Equipment only in accordance with the Protocol and will use the same efforts to protect the Equipment as they use to protect similar equipment in their possession, but no less than reasonable care.

1.3 COMPANY

1.3.1 COMPANY will provide the Equipment directly to the Members of the EMS Group for use in the Study as further described on Exhibit B.

1.3.2 COMPANY will provide the appropriate training to the EMS Personnel for use of the Equipment.

1.3.3 COMPANY shall ensure that all Equipment provided to the EMS Group is in good working condition.

1.3.4 COMPANY will provide the Institution, Investigator and the EMS Group access to the Butterfly Cloud for use in the performance of the Study.

2. CONTACTS.

2.1 The primary research contacts for the parties shall be the following, unless otherwise designated in writing:

COMPANY: Mickayla Royer, mroyer@butterflynetinc.com

INSTITUTION: Monica M. Betancourt-Garcia, MD, m.betancourt@dhr-rgv.com, (956) 362-3223

MED-CARE EMS: Mark Gilbert, mgilbert@medcare-ems.com, (956) 661-4100

CITY OF PHARR EMS: Daniel Ramirez, danny.ramirez@Pharr-tx.gov, (956) 402-2100

2.2 The primary legal contacts for the parties shall be the following unless otherwise designated in writing:

COMPANY: Nicholas Caezza, ncaezza@butterflynetinc.com

INSTITUTION: Lisa Marie Reyna, l.reyna@dhr-rgv.com, (956) 362-2369

MED-CARE EMS: Rey Ortiz, rey@leydeortiz.com, (956) 874-9653

CITY OF PHARR EMS: Patricia Rigney, patricia.rigney@Pharr-tx.gov, (956) 340-5437

3. REPRESENTATIONS AND WARRANTIES.

3.1 Compliance with Applicable Law. Institution, Investigator and each Member of the EMS Group represent and warrant that they will comply with all applicable federal and state laws, guidelines and rules governing the conduct of clinical trials, federal and state healthcare programs and privacy and data protection laws, including, but not limited to:

(a) those governing investigational devices, the protection of human subjects, financial disclosure of clinical investigators, institutional review boards (IRB or IEC review);

(b) all relevant guidance relating to medical devices and clinical trials from time to time in force;

(c) applicable human subject protection regulations including, but not limited to, FDA regulations at 21 C.F.R. Part 50 and 56, and/or the so-called Common Rule, at 45 C.F.R. 46 and other generally accepted standards of good clinical practice; and

(d) the requirements for obtaining prior written consent and authorization for the use of health information unless a waiver of this requirement is obtained from the IRB.

In furtherance of the foregoing obligations, Investigator and Institution shall ensure that an IRB, established and duly constituted in accordance with applicable laws and regulations, oversees the conduct of the Study.

3.2 Licensure. Institution and each Member of the EMS Group represent and warrant that they and all Institution Personnel (with respect to Institution) and EMS Personnel (with respect to each Member of the EMS Group) have all requisite licenses, certifications and/or authorizations to perform the Study under this Agreement. Upon execution of this Agreement and upon reasonable

request of COMPANY, Institution and the EMS Group shall provide all such licenses, certifications and/or authorizations. Breach of this provision is considered a material breach of this Agreement.

3.3 Sanctions. Investigator and each Member of the EMS Group further represent and warrant to COMPANY on a continuing basis throughout the Term that neither it nor any of its respective Personnel is (i) convicted of any Medicaid or Medicare program offense; (ii) the subject of any investigative or criminal, civil, administrative, or qui tam proceeding with respect to any allegation of such an offense; (iii) party to any settlement or corporate integrity agreement with respect to any allegation of such an offense; (iv) excluded, suspended, revoked, disqualified, or debarred from participating in any government program; (v) is the target of any sanctions law, or is located, organized, or resident in a country or territory that is, or whose government currently is, the target of countrywide sanctions imposed by any U.S. government sanctions authority, which are currently Cuba, Iran, North Korea, Sudan and Syria; (vi) is aware of any pending or potential action(s) which would give rise to any such debarment or ineligibility or(vii) appears on the FDA's clinical investigator disqualification listing. Breach of this provision is considered a material breach of this Agreement.

3.4 Debarment.

3.4.1 Institution and each Member of the EMS Group represent and warrant that neither it nor any of its respective Personnel performing hereunder, have ever been or are currently, the subject of a proceeding that could lead to it or such respective Personnel becoming, as applicable, a Debarred Entity or Individual, an Excluded Entity or Individual or a Convicted Entity or Individual, as defined below.

3.4.2. Institution and each Member of the EMS Group further represent and warrant that if, during the term of this Agreement, Institution or Institution Personnel (in the case of Institution), or either Member of the EMS GROUP or their respective Personnel (in the case of the EMS Group) become or are the subject of a proceeding that could lead to that party becoming a Debarred Entity or Individual, an Excluded Entity or Individual or a Convicted Entity or Individual. Institution or any Member of the EMS Group, as applicable, will immediately notify COMPANY and COMPANY will have the right to immediately terminate this Agreement. This provision shall survive termination or expiration of this Agreement. For purposes of this provision, the following definitions shall apply:

(a) A “Debarred Individual” is an individual who has been (a) debarred by the FDA pursuant to 21 U.S.C. §335a or any similar, national law; or (b) from providing services in any capacity to a person that has an approved or pending drug product application.

(b) A “Debarred Entity” is a corporation, partnership or association that has been (a) debarred by the FDA pursuant to 21 U.S.C. §335a or any similar national law; or (b) from submitting or assisting in the submission of any abbreviated drug application, or a subsidiary or affiliate of a Debarred Entity.

(c) An “Excluded Individual” or “Excluded Entity” is (i) an individual or entity, as applicable, who has been excluded, debarred, suspended or is otherwise ineligible to participate in federal health care programs such as Medicare or Medicaid by the Office of the Inspector General (OIG/HHS) of the U.S. Department of Health and Human Services or any similar national law, or (ii) is an individual or entity, as applicable, who has been excluded, debarred, suspended or is otherwise ineligible to participate in government procurement and non-procurement programs.

(d) A "Convicted Individual" or "Convicted Entity" is an individual or entity, as applicable, who has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a – 7(a) or any similar national law, but has not yet been excluded, debarred, suspended or otherwise declared ineligible.

4. COMPLIANCE AUDIT. COMPANY shall have the right to conduct a compliance audit of the Institution, Investigator or a Member of the EMS Group with respect to compliance issues, including their respective compliance programs, and require them to address compliance issues through education, counseling or corrective action plans. Institution, Investigator and each Member of the EMS Group shall cooperate with COMPANY with respect to any such audit, including by providing COMPANY with Records (defined below) and site access within such time frames as requested by COMPANY. Such audit right shall apply during the term of this Agreement and for a minimum of five (5) years after termination of this Agreement.

5. GENERAL COMPLIANCE. The parties believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations and accreditation standards, including but not limited to, the fraud and abuse laws (including the Anti-Kickback Statute), and all of the rules and regulations promulgated pursuant thereto, and all of the cases or regulatory opinions interpreting such statutes and laws.

6. BOOKS AND RECORDS. During the Term of this Agreement, and thereafter for a period of five (5) years following this Agreement's expiration or termination (or such longer period as required by law), Institution, Investigator and each Member of the EMS Group shall maintain accurate and complete records of all contracts, papers, correspondence, copybooks, accounts, invoices, and/or other information relating to this Agreement (collectively, ***"Records"***). Institution, Investigator and each Member of the EMS Group shall permit COMPANY and its representatives to examine the Records at no charge to COMPANY, with prior written notification and during normal business hours.

7. TRANSPARENCY REPORTING. To the extent COMPANY is obligated to account for any payments or other forms of compensation made to healthcare professionals and teaching hospitals, Investigator agrees that COMPANY may collect and report any information regarding the payments made under this Agreement that may be required, in COMPANY's sole discretion, for compliance with its tracking and reporting obligations (e.g., the Physician Payment Sunshine Act and similar state laws).

8. COMPLIANCE WITH U.S. FRAUD, WASTE AND ABUSE LAWS. The parties intend to comply with the provisions of the Federal Ethics in Patient Referrals Act, 42 U.S.C. §1395nn (the "Stark Law") and any applicable state self-referral laws, the anti-fraud and abuse statute, 42 U.S.C. §1320a-7b(b) (the "Fraud and Abuse Statute") and any applicable state anti-kickback laws, as such provisions may be amended from time to time. The compensation to be paid (if any) to Investigator or either Member of the EMS Group hereunder has been determined by the parties through good-faith and arm's-length bargaining, and it is intended to be consistent with the fair market value of the services to be provided hereunder by Investigator or either Member of the EMS Group for necessary services and commercially reasonable purposes, without regard, directly or indirectly, to the volume or value of any referrals or other business that is generated, or could in the future be generated, between the parties. No amount paid hereunder (if any) is intended to be, nor shall it be construed to be, an inducement or payment for referral of, or recommending referral of, patients by a Member of the EMS Group or Investigator (or affiliates) to COMPANY or a commitment to continue prescribing products. Neither Investigator nor any Member of the EMS Group is under any obligation to solicit, refer, or solicit the referral of patients for any COMPANY business, nor will Investigator or any Member of the EMS Group receive any benefit of any kind

from COMPANY for such referrals, nor suffer any detriment for not making such referrals. The conduct of the Study by Investigator or Members of the EMS Group shall not interfere with the independence of Investigator's prescribing practices. Notwithstanding anything herein to the contrary, Investigator's total compensation, if any and in whatever form, shall comply in all respects with applicable law, including rules and regulations applicable to fraud and abuse.

9. NO INDUCEMENT. This Agreement has been negotiated in good faith through arms-length negotiations. Nothing contained in this Agreement, including any compensation paid by or payable to the parties hereto, is intended or shall be construed to require, influence or otherwise induce or solicit either party regarding referrals of business, or recommending the ordering of any items or services, of any kind whatsoever to the other party or any of its affiliates, or to any other person or otherwise generate business between the parties.

10. CONFLICTS OF INTEREST. Institution, Investigator and each Member of the EMS Group, respectively, warrants and confirms that it has no commitments or obligations inconsistent with this Agreement. Institution, Investigator and each Member of the EMS Group hereby agree to indemnify and hold the COMPANY harmless against any loss, damage, liability or expense arising from any claim based upon circumstances alleged to be inconsistent with such representation and warranty. During the term of this Agreement, neither Institution, Investigator nor a Member of the EMS Group will enter into any agreement, either written or oral, which may conflict with this Agreement, and Institution, Investigator and each Member of the EMS Group will arrange to conduct the Study under this Agreement in such a manner and at such times that such the performance of the Study will not conflict with Institution's, any Member of the EMS Group's or Investigator's obligations under any other agreement, arrangement, understanding, or relationship that Institution, Investigator or a Member of the EMS Group may have with any third party. In the event that during the term of this Agreement there is a change in the information required to be disclosed in this paragraph, Institution, Investigator and each Member of the EMS Group agrees to promptly notify COMPANY. Failure to disclose a potential conflict of interest constitutes a breach of this Agreement. COMPANY has sole discretion to determine the existence of a conflict of interest under this paragraph. Upon a determination that a conflict of interest exists, COMPANY may terminate this agreement for cause.

11. ADVERSE EVENTS. Investigator and each Member of the EMS Group will make complete, timely and accurate reports of any unanticipated adverse events in accordance with applicable law. Institution or each Member of the EMS Group, as applicable, will send an expedited copy of each such unanticipated adverse event to COMPANY.

12. DELIVERY OF STUDY DATA. Each Member of the EMS Group will upload data collected as party of the Study to the Butterfly Cloud and submit data collected as part of the Study to the Investigator in accordance with the Protocol. Investigator will submit copies of all incomplete and complete data, including Case Report Forms and clinical images, and other Study related information (***"Study Data"***) to the COMPANY. The COMPANY may request the delivery of Study Data at any time throughout the study and at the completion or termination of the Study and Institution must provide such Study Data on a timeline provided by COMPANY at or shortly thereafter the COMPANY's request. At the start of the Study, the COMPANY will provide minimum requirements for the images that must be captured and the information that must be collected in a Case Report Form.

13. INSPECTION.

13.1 Upon reasonable advance notice, and during normal business hours, Institution and Members of the EMS Group will permit COMPANY to review standard operating procedures, books, records and other data, including clinical images, relating to the Study in order to confirm that it is being conducted in accordance with applicable law and the terms of this Agreement. Any COMPANY inspection will be conducted in a manner so as not to interfere with Institution's primary obligations of patient care.

13.2 If any governmental regulatory authority conducts, or gives notice of its intent to conduct an inspection at the Institution or a Member of the EMS Group, or takes any other regulatory action with respect to the Study, Institution or the Member of the EMS Group, as applicable, will promptly give notice to COMPANY and provide any information reasonably requested by COMPANY in connection therewith. COMPANY shall have the right to be present at any such inspection or other regulatory action to the extent practicable.

14. SUBJECTS CONSENT AND CONFIDENTIALITY. The parties agree to abide by all laws and regulations regarding Study subject confidentiality. Investigator will obtain a waiver of informed consent from the IRB as set forth in the Protocol, and shall obtain authorization for the use and disclosure of health information and personal data, including clinical images, including authorization that will permit COMPANY to access and obtain copies of Study Data as well as underlying source documentation as necessary to exercise its rights under this Agreement. Any such waiver or authorization shall be compliant with all applicable laws and regulations governing the confidentiality of health information and personal data.

15. SUPPORT FOR THE STUDY.

15.1 As the sole support of the Study by COMPANY, COMPANY will loan the Equipment and supplemental materials to the EMS Group as more particularly set forth in Exhibit B (***"Research Support and Study Timeline"***) and provide access to the Cloud to the Institution, Investigator, and the EMS Group for use on the Study. Institution will be responsible for all financial costs of conducting the Study.

15.2 Each Member of the EMS Group shall promptly return all Equipment to the COMPANY upon conclusion of the Study, but in no event shall the Equipment be returned later than thirty (30) days from the final date of the Study absent mutual written agreement to the contrary. The COMPANY will provide written instructions and a return shipping box towards the conclusion of the Study in order to facilitate return of the Equipment. If a Member of the EMS Group does not return a portion or all Equipment within thirty (30) days of the conclusion of the Study or such other time as may be mutually agreed to in writing, the COMPANY reserves all rights to recover any unreturned Equipment to the maximum extent permitted under applicable laws and regulations.

16. PUBLICITY. No party will disclose the existence or terms of this Agreement without the prior written approval of the other party, and neither party will use the name of the other in any publicity, advertising or announcement without the prior written approval of the other, except to the extent required by law.

17. CONFIDENTIALITY/NON-DISCLOSURE. In order to carry out the purposes of this Agreement, the parties will necessarily exchange proprietary and confidential information that (i) is marked confidential at the time of disclosure or (ii) a reasonable person familiar with the circumstances would regard as confidential or proprietary (***"Confidential Information"***) during the term of the Agreement. Each party will maintain the other parties' Confidential Information in confidence and will employ reasonable and appropriate procedures to prevent its unauthorized publication or

disclosure. No party will use any other party's Confidential Information for any purpose other than performance of this Agreement. The obligations of confidentiality set forth in this Section 17 shall survive termination or expiration of this Agreement for ten (10) years. The confidentiality provisions of this Section 17 shall not apply to such information which (a) is known to the receiving party at the time it was obtained from the disclosing party; (b) is acquired by the receiving party from a third party and such third party did not obtain such information directly or indirectly from the disclosing party under an obligation not to disclose; (c) is or becomes published or otherwise in the public domain other than by violation of this Agreement by the receiving party; (d) is independently developed by the receiving party without reference to or reliance upon the information provided by the disclosing party; or (e) is required to be disclosed by the receiving party to comply with applicable laws or governmental regulations; provided that the receiving party provides prompt written notice of such disclosure to the disclosing party and cooperates with the disclosing party's reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

18. OWNERSHIP OF DATA. Investigator and Institution will own all Study Data. Should interim or final analyses of the Study Data be performed, COMPANY will be provided with the results of the analyses. COMPANY and each Member of the EMS Group will have a perpetual, world-wide, royalty free and unrestricted right to use Study Data, including clinical images, results, analyses and reports, for its research and product development, marketing and other purposes.

19. INVENTIONS.

19.1 COMPANY Inventions. All ideas, inventions, discoveries and innovations (whether or not patentable), that are conceived, reduced to practice, made, generated or developed by Investigator, Institution or a Member of the EMS Group relating to any Equipment, information and/or materials provided to Institution or the EMS Group by COMPANY, including, but not limited to COMPANY Confidential Information ("***COMPANY Inventions***"), shall be promptly disclosed, together with supporting information and data, to COMPANY and shall be the sole property of COMPANY. Institution and each Member of the EMS Group hereby assigns, and shall obligate their respective Personnel to assign, to COMPANY (a) all of their respective right, title and interest in and to COMPANY Inventions, including all patents, copyrights and other intellectual property and proprietary rights; and (b) all rights of action and claims for damages and benefits arising due to past and present infringement of said rights. COMPANY hereby grants to Institution an irrevocable, non-exclusive, royalty-free license to use the COMPANY Inventions for internal, non-commercial purposes of research and education. For purposes of clarity "non-commercial research" does not include research sponsored by a commercial entity. Institution and each the Member of the EMS Group agrees, at COMPANY's request, to execute such documents and to take such other actions as COMPANY deems necessary or appropriate to obtain patent or other proprietary protection in COMPANY's name covering any COMPANY Invention. COMPANY shall compensate Institution and the applicable Member of the EMS Group at their respective standard rates for such assistance and all costs and expenses reasonably incurred by Institution or any Member of the EMS Group that are associated with establishing COMPANY's rights therein.

19.2 Other Inventions. Institution shall promptly disclose, and shall require the Investigator, any sub-investigators and other Institution Personnel and each Member of the EMS Group shall require their respective EMS Personnel, to promptly disclose, to COMPANY on a confidential basis all ideas, inventions and discoveries (whether patentable, copyrightable or not) that are not COMPANY Inventions, made, conceived or reduced to practice in performing obligations arising out of, under or in connection with this Agreement or the Study (***"Other Inventions"***). COMPANY shall have no ownership rights to such Other Inventions. Neither party grants any license under, or transfers to, the other by operation of this Agreement, any patent right, copyright, or any other proprietary right except as expressly set forth in this Agreement.

20. PUBLICATIONS AND PRESENTATIONS. Upon conclusion of the Study, if a Member of the Institution or Investigator or any sub-investigator prepares any presentation or publication of information regarding the Study or the results of the Study (a ***"Publication"***), Institution will provide COMPANY with drafts of the Publication for review and comment at least thirty (30) days prior to publication or presentation. COMPANY will have the right to require Institution to remove from the draft Publication any COMPANY Confidential Information (other than the results of the Study generated hereunder). In addition, Institution shall delay any proposed Publication for a maximum of a single additional ninety (90) day period in the event that COMPANY so requests to enable the requesting party(ies) to secure patent or other proprietary protection.

21. BINDING OBLIGATIONS. Institution and each Member of the EMS Group represents and warrants that the terms of this Agreement are valid and binding obligations and are not inconsistent with any other contractual and/or legal obligations it may have, or with Institution's or a Member of the EMS Group's policies or the policies of any organization or company with which it is associated.

22. TERM AND TERMINATION. This Agreement will be effective upon the Effective Date and unless otherwise terminated herein, will continue for a period of 24 months. This Agreement may be extended by written agreement signed by the parties.

22.1 Any party may terminate this Agreement immediately upon written notice to the other in the event of termination of the Study by any governmental or regulatory authority.

22.2 Any party may terminate this Agreement with or without cause upon thirty (30) days prior written notice.

22.3 Upon termination of this Agreement or the Study hereunder for any reason, Institution and Members of the EMS Group will provide for the return of any materials, Confidential Information or Equipment provided by COMPANY during the term of this Agreement, and all Inventions shall be promptly disclosed in accordance with Section 20.

23. RESPONSIBILITY. The design of the Protocol, as well as all other aspects of the Study conduct (including, but not limited to, securing and maintaining all appropriate IRB and legal/regulatory approvals) shall be solely Institution and Investigator's responsibility.

24. INSURANCE. Each party will maintain insurance of the types and in amounts required by law and consistent with its obligations under this Agreement.

25. INDEMNIFICATION.

25.1 To the extent permitted by law, COMPANY agrees to indemnify, defend, and hold harmless the Institution, Institution's directors, officers, and employees (collectively, the "Institution Indemnitees"), and EMS Group from any and all liability, loss, damage, cost, and expense, including reasonable attorneys' fees and costs (collectively, "Losses") in connection with any claim or lawsuit brought by a third that the COMPANY's Study Devices, when used within the scope of and in accordance with this Agreement and the supporting, instructional documentation (i.e., inserts provided in equipment packaging), infringes a United States patent or copyright and will pay Losses finally awarded. In the event that the Study Devices in the opinion of COMPANY, is likely to or does become the subject of a claim of infringement, COMPANY shall have the right at its sole option and expense to: (a) modify the equipment to be non-infringing provided that such modification does not fundamentally change the functionality of the Study Devices; (b) obtain for Institution and EMS Group a license to continue using the Study Devices at no additional charge to Institution and EMS Group ; or (c) if neither (a) nor (b) are reasonably practicable, terminate the Agreement.

25.2 To the extent permitted by law, Institution and EMS Group agrees to indemnify,

defend, and hold harmless COMPANY and its officers, employees, agents, subcontractors and representatives (the "COMPANY Indemnitees") from any and all Losses they may suffer in connection with any claim or lawsuit brought by a third party and arising from: (a) the negligence, recklessness, or willful misconduct on the part of the Institution or its trustees, directors, officers, agents, employees, subcontractors, or related personnel; (b) a breach of the Institution's obligations under this Agreement and any applicable protocol or COMPANY's instructions; (c) a breach of any of Institution and EMS Group's representations and warranties made hereunder; or (d) any injuries occurring at the Institution and EMS Group's premises (other than injuries caused by or attributable to any device used in a procedure administered in the course of the Study in accordance with this Agreement, any applicable protocol, and COMPANY's instructions, and applicable law). Notwithstanding the foregoing, Institution and EMS Group shall not be obligated to indemnify COMPANY Indemnitees to the extent that such Losses arise from: (i) negligence, recklessness, or willful misconduct on the part of any of COMPANY Indemnitees; or (ii) any device used in a procedure administered in the course of the Study in strict accordance with this Agreement, applicable law, and any applicable protocol and COMPANY's instructions.

26. GENERAL.

26.1 Independent Contractor. The parties' relationship to one another under this Agreement is that of an independent contractor, and no party has the authority to bind or act on behalf of any other.

26.2 Assignment. No party may ~~not~~ assign this Agreement without the prior written consent of the other parties. Any attempted assignment without such prior written consent shall be null and void and shall constitute a material breach of this Agreement.

26.3 Entire Agreement. This Agreement and all exhibits attached hereto and incorporated herein contain the entire understanding of the parties with respect to the subject matter herein and supersedes all previous agreements and undertakings with respect thereto. In the event of a conflict between the terms and conditions of this Agreement and those of the Protocol, the terms and conditions of this Agreement shall control. This Agreement may be modified only by written agreement signed by the parties.

26.4 Survival. Notwithstanding termination of this Agreement for any reason, rights and obligations which by the terms of this Agreement survive termination of the Agreement, shall remain in full force and effect.

26.5 Severability. If any of the provisions, or a portion of any provision, of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the other portion of any such provision and/or the remaining provisions shall not be effected thereby.

26.6 Governing Law. The Parties agree to Hidalgo County, Texas pertaining to governing law, jurisdiction and venue.

26.7 Notices. All notices, requests, demands and other communications required or permitted to be given hereunder will be in writing, will be deemed to have been duly given when delivered in person, or when sent by e-mail, facsimile transmission (with the receipt confirmed), or on the third business day after posting thereof by registered or certified mail, return receipt requested,

Commented [LMR5]: Please confirm that the word "not" should be deleted?

Commented [6R6]: we can delete it here

Commented [PAR7]: We need to agree to Venue and Jurisdiction in Hidalgo County, Texas.

Commented [DR8R8]: We can ad it in and send it to them how we want it, but what does it mean to remain silent

Commented [LMR9R8]: Institution is in agreement with Venue and Jurisdiction in Hidalgo County, Texas, as long as all other parties are in agreement with this language. Institution will use the remain silent language, meaning that the Court overseeing the case, if one should arise, will determine the governing law. This is a protection for all parties because fighting the case in the wrong jurisdiction can result in a breach of contract case in civil court.

Commented [10R8]: accepted

prepaid and addressed as follows (or such other address and individuals as the parties may designate by written notice in the manner aforesaid):

If to COMPANY:
Clinical Research
Butterfly Network, Inc.
530 Old Whitfield St
Guilford, CT 06437

If to INSTITUTION:
DHR Health Institute for Research and Development
5323 S. McColl Road
Edinburg, Texas 78539
Office No.: (956) 362-2390
Facsimile No.: (956) 362-2383

If to Med-Care EMS:
1501 S K Center St.
McAllen, TX 78503
Phone: (956) 661-4100
Email: abarrera@josep40.sg-host.com

If to City of Pharr EMS:
118 N. Cage Blvd
Pharr, TX 78577
Phone: 956-402-2100
Fax: 956-468-2175

[Signature page follows]

IN WITNESS WHEREOF, Institution, COMPANY and the EMS Group have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

BFLY OPERATIONS, INC.

By: _____

Name: _____

Title: _____

Date: _____

DHR HEALTH INSTITUTE FOR RESEARCH AND DEVELOPMENT

By: _____

Name: Sohail Rao, MD_____

Title: _President/CEO_____

Date: _____

Med-Care EMS

By: _____

Name: _____

Title: _____

Date: _____

City of Pharr EMS

By: _____

Name: _____

Title: _____

Date: _____

Read and acknowledged:

By: _____

Name: _Jeffrey Skubic, DO_____

Title: ___Principal Investigator_____

EXHIBIT A

PROTOCOL

Use of Point-of-Care Ultrasound in the Prehospital Diagnosis of Traumatic Pneumothorax

Principal Investigator:

Jeffrey Skubic, DO[1,2]

Co-Investigators:

Ryan Shine, DO[1,2]

Monica M. Betancourt-Garcia, MD[1,3]

Olabiyi O. Akala, MD[1]

Mario Moya, MD[1]

Richard Becerra[4]

Daniel Ramirez[5]

Butterfly Network[6]

Affiliations:

1 DHR Health, Edinburg, TX 78539

2 University of Texas Rio Grande Valley, Edinburg TX 78539

3 DHR Health Institute for Research and Development, Edinburg, TX 78539

4 Med-Care EMS, McAllen, TX 78503

5 City of City of Pharr EMS / RGV Angel Flight, City of Pharr, TX 78577

6 Butterfly Network, Inc., Guilford, CT 06437

Corresponding Author:
Ryan Shine, MD
DHR Health
5501 S. McColl Rd.
Edinburg, TX 78539
ryanshinemd@gmail.com
956-540-3879

Study Location(s):
DHR Health, Edinburg, TX 78539
DHR Health Institute for Research and Development, Edinburg, TX 78539

Sponsor(s):
Butterfly Network, Inc.,
530 Old Whitfield Street, Guilford, CT 06437

DHR Health Level 1 Trauma Center
DHR Health
5501 S. McColl Rd.
Edinburg, TX 78539

Background

Traumatic or unintentional injury is the leading cause of mortality in the United States for those aged 1 to 44 years. Studies have shown that increasing time from injury to definitive care directly correlates to an increase in mortality. Thus, the cornerstone of prehospital management in trauma consists of rapid transport to an appropriate facility.[1] Debate exists whether prehospital interventions reduce morbidity and mortality, however it is recognized that nearly half of prehospital trauma fatalities are potentially preventable.[2,3]

The use of handheld ultrasonography or point-of-care ultrasound (POCUS) has become increasingly widespread across all aspects of trauma, emergency, and critical care medicine. In regards to trauma, ultrasound has a well-established role as a standard adjunct in the initial evaluation and rapid assessment of immediately life-threatening abdominal and thoracic injuries. The American College of Surgeons (ACS) in the *10th Edition of Advanced Trauma Life Support (ATLS)* advocates for the use of the extended focused assessment with sonography for trauma (Extended FAST or eFAST) protocol in trauma algorithms, an ultrasonography technique modified to include imaging of the lungs in addition to standard abdominal and cardiac imaging, that can be used to rapidly identify pneumothoraces. Polytrauma patients diagnosed with pneumothoraces have high mortality rates, therefore early and rapid diagnosis is paramount in decreasing the time to definitive treatment.

In the prehospital setting, severely injured trauma patients often require intubation, frequently a life-saving intervention, however one that can have severe and life-threatening consequences with positive pressure ventilation when pneumothoraces remain undiagnosed. Additionally, the unique characteristics of prehospital transport pose diagnostic challenges that may render traditional

physical examination techniques ineffective or less accurate. Thus, adjuncts that can aid in the rapid and early diagnosis of life-threatening injuries in trauma patients should allow for reduced morbidity and mortality.

It has been suggested that the use of prehospital ultrasound in trauma patients may be useful in the detection of pneumothoraces for earlier targeted treatment as well as the prevention of potentially unnecessary procedures (such as needle decompression in patients in whom there may be clinical suspicion of tension pneumothorax without true injury). Numerous studies have shown ultrasonography of the chest to be both highly sensitive and specific for the diagnosis of pneumothorax, and superior when compared to standard chest radiographs. Prospective studies have already shown the use of ultrasonography in the prehospital treatment of trauma patients to be successful. The detection of intra-abdominal hemorrhage in trauma patients, for example, has been found to be more sensitive, specific, and accurate than physical examination and even influential in changing prehospital management.[4]

POCUS in emergency settings has been increasingly adopted by non-radiologists within recent years. Studies have shown that handheld ultrasound can be easily taught to healthcare providers with no prior ultrasound training, including paramedics after just brief ultrasound training courses.[5-7] Paramedics trained in FAST examination have been found to have excellent diagnostic accuracy and are noted to be in excellent diagnostic agreement with ultrasound-trained physicians.[8]

A handful of previous studies have examined the diagnostic performance of prehospital POCUS in establishing the diagnosis of traumatic pneumothorax. In these studies, sensitivity for the detection of pneumothorax ranges from 28-68%, whereas specificity ranges from 96-100%.[9-12] These studies, however, were limited by relatively small patient samples[9-12], mixed populations of trauma and medical patients[10,12], retrospective nature[9,11], and lack of consistent control with gold standard imaging.[9,12]In addition, the aim of these studies were largely in evaluation of the diagnostic performance of prehospital handheld ultrasound, rather than evaluation of clinical outcomes based on those diagnoses. Furthermore, in light of recent POCUS technology now available to healthcare providers, previous studies examining the role of prehospital ultrasound in the treatment of trauma patients cannot be justly extrapolated to current systems.

Hypothesis

We propose that the use of prehospital POCUS by trained emergency medical service providers will lead to rapid and accurate identification of pneumothoraces in the population of trauma patients referred to our busy suburban trauma center. In addition, we believe that early diagnosis of traumatic pneumothoraces will lead to decreased time to therapeutic intervention and ultimately lead to decreased morbidity and mortality.

Primary Objective

1. Decrease time to diagnosis by early identification of traumatic pneumothoraces and thus decrease the time to therapeutic intervention.

Secondary Objectives

1. Determine effect of prehospital diagnosis of traumatic pneumothoraces on mortality rate.
2. Determine effect of prehospital diagnosis of traumatic pneumothoraces on hospital/ICU length of stay.
3. Determine effect of prehospital diagnosis of pneumothoraces on complication rates. (e.g. residual or recurrent pneumothorax, residual or retained hemothorax, bronchopleural fistula, tube thoracostomy misplacement, procedure site infection/empyema, respiratory failure, etc.)
4. Determine optimal training time required to accurately diagnose pneumothoraces and intraperitoneal fluid by emergency medical service providers.
5. Determine accuracy of prehospital diagnosis of pneumothoraces and free intraperitoneal fluid using handheld portable ultrasound.

Methods

This is a randomized, prospective, observational study, to assess the utility of prehospital ultrasonography in the detection of pneumothoraces in trauma patients admitted to our trauma center. EMS providers, both ambulance services and helicopter services, will be asked to perform an eFAST examination using the Butterfly iQ+ handheld portable ultrasound machine to determine the utility of handheld ultrasonography in the identification of traumatic pneumothoraces in the prehospital setting.

Enrollment of Research Subjects

The study team will request a waiver of informed consent. This research study involves no more than minimal risk. The federal *IRB Guidebook* defines risk as "the probability of harm or injury occurring as a result of participation in a research study." A risk is minimal where the probability and magnitude of harm or discomfort anticipated in the proposed research are not greater, in and of themselves, than those ordinarily encountered during the performance of routine physical or psychological examinations or tests. In patients with traumatic injuries, an eFAST is routinely and consistently performed shortly after arrival to an emergency department or trauma medical facility.

The ultrasound procedure is non-invasive and does not require administration of medications or anesthetics to perform nor does it result in exposure to radiation or

magnetic fields. The only modification this study makes is for trained EMS providers to perform the examination using a handheld portable ultrasound device to assist in the early diagnosis of pneumothoraces and free intraperitoneal fluid.

It would not be practical to conduct the research without the waiver of informed consent.Traumatic injuries are, by nature, unanticipated and unpredictable. It would not be reasonable to attempt to consent a patient after a traumatic injury and impossible if a patient is unresponsive. Furthermore, when quick intervention is necessary during a traumatic event, the additional time to consent would arguably adversely affect patient outcomes.

Procedures

Participating EMS providers would be subject to ultrasound instruction with a training curriculum in eFAST examination, focused on satisfactory image acquisition and diagnosis of traumatic injuries including pneumothoraces. Studies have shown that previously untrained personnel can be taught in a single 1-2 hour training session withguided practice to accurately diagnose pneumothoraces using ultrasound.

Training of EMS providers in point-of-care ultrasound by the DHR Trauma Department will consist of:

1. A two-hour formal educational lecture in point-of-care ultrasound
    a) Video-based curriculum with demonstration on a human model
    b) Focus of training will be adequate image acquisition and interpretation of the eFAST examination
        ~~a.~~i. Instruction by board-certified emergency medicine, radiology, and surgical critical care physician(s)
        ~~b.~~ii. Hands-on training session to follow in which trainees must demonstrate proficiency in image acquisition and interpretation in a minimum of three human patients

2. Field-based guided training in point-of-care ultrasound
    a. Trainees will again need to demonstrate proficiency in image acquisition and interpretation in a minimum of three human patients (trauma and medical patients)
    b. Supervision to be performed by ultrasound-trained physicians deployed in the prehospital setting alongside trainees

All trauma transports from Med-Care EMS ground ambulance service, City of Pharr EMS ground ambulance service, and RGV Angel Flight helicopter ambulance service will be included in the study. All other patients arriving through other means of transport will be excluded from the study.

Patients will be randomized to a diagnostic intervention group, who would undergo prehospital eFAST examination en route to the receiving facility, and a control group, who would not undergo any prehospital diagnostic imaging. Both groups would otherwise receive the standard of care treatment in regards to ATLS recommendations of traumatic injury management.

Patients will be randomized by odd and even calendar days (as defined from 0000 to 2400 hours) corresponding to the date of the study intervention (eFAST examination using the Butterfly iQ+ handheld portable ultrasound machine).

- The intervention group will include all patients with traumatic injuries transported to DHR Health WITH an eFAST examination using the Butterfly iQ+ handheld portable ultrasound machine on ODD calendar days by the aforementioned EMS providers.
- The control group will include all patients with traumatic injuries transported to DHR Health WITHOUT an eFAST examination on EVEN calendar days by the aforementioned EMS providers.
- Additionally, all patients meeting the study's inclusion criteria on ODD calendar days, in which the study intervention could not be performed (i.e. patient instability, technical failure, competing responsibilities of the provider, no device available) will be included in the control group.

The inclusion and exclusion criteria will be as follows:

Inclusion Criteria

- Age ≥ 15 years (ACS criteria for adult trauma patient)
- Blunt or penetrating mechanism of injury to the 1) head and/or 2) neck and/or 3) chest and/or 4) abdomen/pelvis (meeting one or more of the following criteria):
    1) Patient instability (as defined by one or more):
        - Airway compromise (need for assisted ventilation or intubation) -SpO_2 ≤ 92%
        - Respiratory Rate < 10 bpm or > 30 bpm
        - Glasgow Coma Scale ≤ 12
        - Systolic Blood Pressure ≤ 100 mmHg
        - Heart Rate ≥ 120 bpm
    2) Mechanism of injury:
        - Automobile vs. pedestrian
        - Motor vehicle collision (with one or more):
            - Speed ≥ 65 mph
            - Rollover
            - Ejection from vehicle
            Extrication > 20 minutes

- Passenger space intrusion > 12 inches
- Death on scene
- Steering wheel deformity
- Motorcycle/ATV rider separation
- Animal rider separation
- Crush injury to head, neck, chest, and/or abdomen/pelvis
- Penetrating injury to head, neck, chest, and/or abdomen/pelvis -Near-hanging injury
- Fall from height:
  - Age 15-65 years: Fall > 15 feet or 2x patient height
  - Age > 65 years: Fall > 10 feet or 1.5x patient height

Exclusion Criteria

- Isolated extremity trauma
- Transfers from referral hospital/facility
- Arrival by private vehicle or EMS providers other than Med-Care EMS ground ambulance service, City of Pharr EMS ground ambulance service, and RGV Angel Flight helicopter ambulance service

The eFAST examination using the Butterfly iQ+ handheld portable ultrasound machine will be conducted on those that meet the inclusion criteria. EMS providers are to follow standard operating procedures and in accordance with standard-of-care practices with respect to current ATLS guidelines in the management of adult trauma patients.

Upon arrival at the study institution (DHR Trauma Resuscitation Unit), EMS providers will submit an eFAST report to indicate their point-of-care ultrasound findings and the type of prehospital interventions performed, if any. All ultrasound images will be recorded and stored for later review, by a Butterfly Enterprise package for DHR Health. All prehospital imaging studies will be retrospectively reviewed and interpreted by two blinded, board-certified radiologists, to determine diagnostic accuracy.

Additional patient imaging would be obtained during in-hospital evaluation of the patient as ordered by the attending trauma surgeon, with computed tomography being considered the criterion standard to confirm the presence or absence of pneumothorax.

Data Collection and Management

- Patient information to be collected:
  - Demographic data:
    - Age
    - Gender
    - Ethnicity

- Medical data:
    - Mechanism of injury
    - Injuries diagnosed
    - Vitals signs
    - Problem list during index visit
        - Hospital interventions performed (e.g. tube thoracostomy, thoracotomy, video-assisted thoracoscopic surgery) and time performed
        - Means of hospital presentation by EMS (ground vs. air)
    - Electronic medical record
    - Hospital/ICU length of stay
    - Complications (including, but not limited to):
        - Residual or recurrent pneumothorax
        - Residual or retained hemothorax
        - Bronchopleural fistula
        - Tube thoracostomy misplacement
        - Procedure site infection/empyemaHospital-acquired/ventilator-associated pneumoniaRespiratory failure (requiring intubation)
        - Acute respiratory distress syndrome
        - Cardiac arrest
        - Sepsis
        - Venous thromboembolism
        - Acute kidney injury
    - In-hospital mortality
- EMS “Run Report”
    - Time sheet including dispatch, arrival, patient contact, transport, radio report, and facility arrival times
    - Narrative
    - Vital signs
    - Prehospital interventions performed (finger thoracostomy, tube thoracostomy, needle thoracostomy) and time performed
- Imaging information to be collected:
    - Results of prehospital ultrasound examination with Butterfly iQ+ handheld portable ultrasound machine
        - Standard acoustic windows of eFAST examination (cardiac, RUQ,LUQ, pelvic, right thorax, left thorax)
    - All hospital imaging examinations (e.g. eFAST, chest radiographs, computed tomography scans, etc.)

Patients will be assigned a study identification (ID) number. This study ID number has no bearing on the patient's true identity nor can it be used to derive the patient's identity.The data collection document will only contain the study ID number to reference the patient; no personal identifiers will be included in the data collection document. A patient's protected health information will not be reused or disclosed to any other person or entity and the research involves no more than minimal risk to the privacy of the subjects.

Power Analysis

Monte Carlo based simulations were used for power and sample size calculations. Repeated samples of a population of 31,000 patients with pneumothoraces were fitted to Cox proportional hazards regression models. Following the proposed study design, sampled patients were randomly assigned to intervention and control groups with 50% probability. Those in the intervention group were assumed to have a procedural intervention within 5-15 minutes if they meet the diagnostic accuracy via probability. The overall proportion of valid likelihood ratio test outcomes was used to arrive at final power calculations.

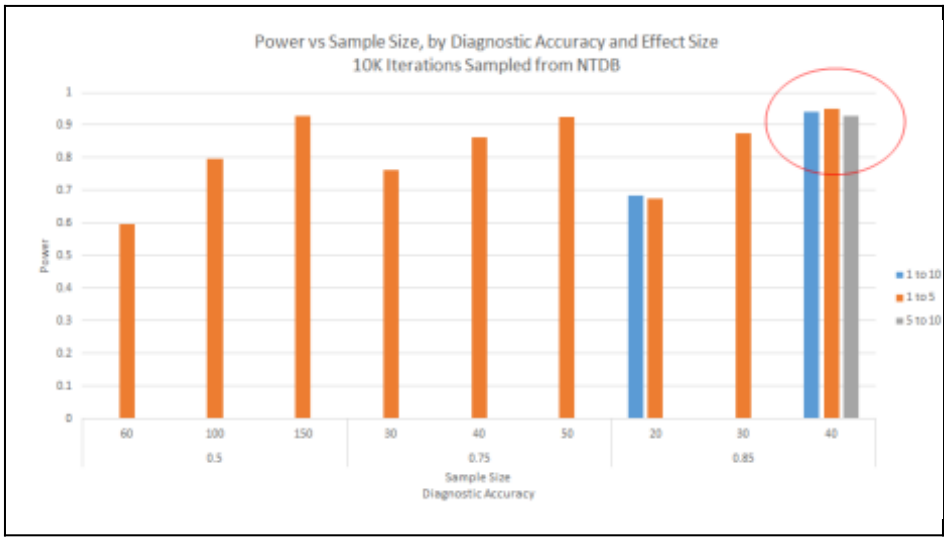

Figure 1: Power analysis performed to determine adequate subject population needed to attain statistical significance of the proposed study population, stratified by sample size and diagnostic accuracy of the proposed intervention (eFAST examination). Procedural intervention time groups (expressed in minutes to therapeutic intervention) are displayed for reference at right.

A total of 40 randomized patients requiring intervention (chest tube placement) will need to be included in each arm (intervention and control groups) of the study to find statistical significance with a power greater than 0.8 (that is, an 80% or greater chance of finding a statistically significant difference when one exists) when diagnostic accuracy of the intervention (or positive predictive value of eFAST to detect a pneumothorax) is 85% or greater.

Cost Benefit Analysis

In 2018, there were 553 patients in the National Trauma Data Bank (NTDB) with isolated pneumothoraces requiring chest tube placement or endotracheal intubation. When controlling for smoking, anticoagulant use, COPD, diabetes, and hypertension, longer times to chest tube placement were associated with disproportionately higher lengths of stay. For each minute the procedure is postponed, we observe a 1.29 minute increase in the time to discharge. Therefore, more rapid intervention led to a 30% reduction in hospital discharge times.

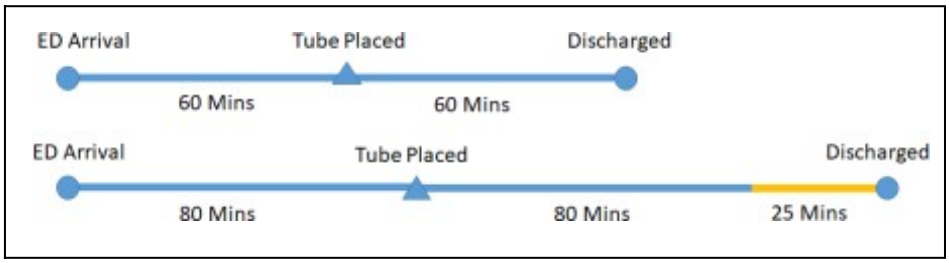

Figure 2: Representative time plot modeling the increased hospital length of stay observed with a delay in therapeutic intervention in patients with traumatic pneumothoraces, for the 2018 NTDB data set.

Separate models looked at hospital complications (ARDS, unplanned return to the operating room, unplanned ICU admission, ventilator associated pneumonia) and foundno significant associations. Similarly, comorbidities did not show a significant relationship with hospital length of stay.

Data Analysis

All study patients will be identified by manual review of all trauma transports arriving from Med-Care EMS ground ambulance service, City of Pharr EMS ground ambulance service,and RGV Angel Flight helicopter ambulance service.

Chi square tests will be used to identify differences in treatment and control populations. Logistic regression will be used to determine probability of finding and diagnosing the condition within the ambulance. The time-to diagnosis and time-to procedure intervals will be examined via Kaplan-Meier curve estimation and subsequently compared for diagnostic efficacy using the cox-proportional hazard model.Mortality rates will be examined using frequency tables. T-tests will determine differences in average ICU and hospital stay.

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EXHIBIT B

RESEARCH SUPPORT AND STUDY TIMELINE

Research Support

COMPANY will provide the following Equipment to EMS according to the following table:

# of Items	Type of Support	Description
7	Loan to Med-Care EMS	Butterfly iQ+ System (including probe, cable, and charger)
8	Loan to City of Pharr EMS	Butterfly iQ+ System (including probe, cable, and charger)

Neither Institution, Investigator, Med-Care EMS or City of Pharr EMS will submit claims to any Study subject or third-party payor for any item, procedure or service that has been paid for or provided without charge by COMPANY.

Study Timeline

Milestone #	Milestone Description
Before Study Initiation	
1	Sign Non-Disclosure Agreement.
2	Sign IIT Agreement.
3	Prepare Institutional Review Board Submission Material: 1. Protocol 2. Informed Consent Form(s) 3. Principal and sub-investigators' CVs and medical license numbers 4. Investigator's IFU 5. Subject-facing material (e.g., advertisements, surveys, brochures)
4	Obtain IRB approval and send proof to COMPANY.
During the Study	
5	Meet with COMPANY before each project (i.e., validation) to review technical and logistical requirements.
During a Project (1-2 weeks):	
6	Collect and save project-required images in assigned Butterfly Cloud Folder.
	Name images per COMPANY's labeling convention.
	Complete a Case Report Form (CRF) for each study case. The CRF must include project-required information.
7	Meet with COMPANY during each project for check-in purposes.
8	Meet with COMPANY at the end of each project to review results.
End of the Study	
9	Submit any unshared data with COMPANY.
10	Return loaned devices to COMPANY within thirty (30) days of End of the Study or such other time as COMPANY may agree to in writing.
11	Close study with the IRB.

12	Store study data for a minimum of 2 years after closure as required by regulatory bodies.