

VERSION 1.0
August 20, 2025



BOARD OF DIRECTORS MEETING

August 20, 2025

SUPERSTITION FIRE & MEDICAL DISTRICT BOARD

KATHLEEN CHAMBERLAIN, BOARD CHAIRMAN

CONNIE VAN DRIEL, BOARD CLERK

JEFF CROSS, BOARD DIRECTOR

JASON MOELLER, BOARD DIRECTOR

SHAWN KURIAN, BOARD DIRECTOR



Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

BOARD OF DIRECTORS MEETING AGENDA FOR AUGUST 20, 2025

Dial in Phone Number: 1-689-206-0397

Phone Conference ID: 575 587 553#

The Board will convene on Wednesday, August 20, 2025, at the Superstition Fire & Medical District's Administrative Office, located at 565 N. Idaho Road, Apache Junction, Arizona. The meeting room will open to the public at 5:00 p.m., with the meeting commencing at 5:30 p.m. local time.

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call

The following agenda items are scheduled for discussion at the board meeting. The Governing Board may or may not decide to take action on any or all items. The order of the agenda items may or may not be taken in the order listed.

- 1. Review and approval of the July 2025 financial reports and bank reconciliations.**
- 2. Recognition of employee performance, achievements, and special recognition for community members.**
- 3. Call to the Public.**

A.R.S. §38-431.01(I) A public body may make an open call to the public during a public meeting, subject to reasonable time, place, and manner restrictions, to all individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

- 4. Consideration and possible approval of all consent agenda items listed below:**

- A. Board Meeting Minutes from July 22, 2025
- B. Operative IQ Rebate Program
- C. Purchase of Motorola Portable Radios
- D. Stryker Lifepak Service Agreement

- 5. Discussion, review and status update on Bond Proposition 494.**

Administration Office
565 North Idaho Road
Apache Junction, AZ 85119

Regional Training Center
3700 East 16th Avenue
Apache Junction, AZ 85119

Fleet Services
1455 East 18th Avenue
Apache Junction, AZ 85119

6. Reports

Senior Leadership Team (SLT):

Fire Chief John Whitney

Assistant Chief Brian Read

Transportation Services Director Billy Warren

Assistant Chief Richard Mooney

Administrative Services Director Anna Butel

President Colt Weddell

7. New Business / Future Agenda Items

8. Announcements & Document Signing

9. Adjourn

NOTICE: The Governing Board may go into executive session for the purpose of obtaining legal advice from the Fire District's attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).

One or more members of the Governing Board may attend the meeting telephonically.

Governing Board meeting agenda dated and posted (at least 24-hours before the scheduled meeting date and time).

Posted on: August 13, 2025

At: 1645 Hours

By: Tanya Anderson

The Superstition Fire & Medical District (SFMD) Administrative Office Board Meeting Room is accessible to the handicapped. In compliance with the American with Disabilities Act (ADA), those with special needs, such as large-type face print or other reasonable accommodations may request those through the SFMD Administration Office (480-982-4440) at least 24-hours before the Board Meeting.

Agenda Item Title

Review and approval of the July 2025 financial reports and bank reconciliations.

Submitted By

James Vincent Group

Background/Discussion

The James Vincent Group prepares the monthly financial reports. The District’s annual budget, which is adopted by the Board each June for the following fiscal year (July 1 – June 30), is formatted to mirror the monthly financial statements. The financial reports provide the Board with a monthly recap of expenditures and revenues, along with year-to-date account balance information.

In compliance with A.R.S. §48-807(O), the following reports have been added to the monthly financial statements packet:

1. Cash Flow – All Governmental Funds.
 - a. The Cash Flow report consists of the combined cash balances of all District Funds. These balances include the General (100), Transport Services (150), Capital Projects (200), Special Revenue (400), Debt Principal (500), Debt Interest (600) and Certificates of Participation (700) Funds. The Cash Flow report is updated monthly with the actual revenues deposited into and actual expenditures disbursed from the District’s cash accounts. It is important to note the revenues and expenditures are reported on a Cash Basis. This report is generated to demonstrate that the fire District maintains sufficient cash available to satisfy the projected expenditures budgeted over the course of the fiscal year.

2. Fund Account Bank Reconciliations.

The reconciliation of each of the District’s Fund Cash Accounts (General (100), Transport Services (150), Capital Projects (200), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds) between the Pinal County Treasurer’s monthly bank statement and the District’s Fund balance sheet report is provided. To signify Board approval of the monthly financial statements and bank reconciliations, the Board Chairman is requested to sign the attached Letter of Acceptance which will be kept on file at the District.

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

*Monthly Financials provided under separate cover

Recommended Motion
“Motion to approve the July 2025 financial reports and bank reconciliations.”



Superstition Fire & Medical District
Governing Board Acceptance of Fire District's
Financial Statements and Bank Reconciliations

Pursuant to A.R.S. §48-807, by the signature(s) below, the Governing Board of the Superstition Fire & Medical District attests to the review and approval of the following financial report(s) of the fire district for the month of **July 2025**:

1. Financial Statement
2. Bank Reconciliations
 - a. General (100) Fund
 - b. Transport Services (150) Fund
 - c. Capital Projects (200) Fund
 - d. Special Projects (400) Fund
 - e. Debt Principle (500) Fund
 - f. Debt Interest (600) Fund
 - g. Certificates of Participation (700) Fund

Kathleen Chamberlain, Board Chair

Date



August 2025

Agenda Item Title

Recognition of employee performance, achievements, and special recognition for community members.

Submitted By

Fire Chief John Whitney

Assistant Chief Brian Read

Assistant Chief Richard Mooney

Background/Discussion

This is a recurring monthly item to provide the Board with information concerning superior employee performance, achievements, and special recognition for community members.

August Service Anniversaries

Retirement Recognition

25 Years of Service

Captain **Joe Garcia**

24 Years of Service

Firefighter **Paul Gruetzmacher**

Firefighter **Mark Widick**

21 Years of Service

Captain **Jon Williamson**

18 Years of Service

Administrative Specialist, Training & EMS **Kelly Bartz**

10 Years of Service

Transportation Services Director **Billy Warren**



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4 Years of Service

Firefighter **Steve Hammer**

Firefighter Paramedic **Chase Thompson**

3 Years of Service

Firefighter **Apolo Ta'ase**

Firefighter **Alex Avakian**

Firefighter **Chase Andrews**

2 Years of Service

Firefighter **Matt Hansen**

Firefighter **Brock Doolen**



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Governing Board Meeting – August 20, 2025

Agenda Item: 3

Agenda Item Title

Call to the Public

A.R.S. §38-431.01(I)

A public body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the public body.

At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda.

However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

Background / Discussion

Call to the Public is provided so citizens may address the public body (Governing Board) with matters concerning the fire district. Arizona public meeting law provides that the public body may discuss, consider, or decide only matters listed on the agenda and other matters related thereto. Since the public body will generally not know what specific matters may be raised at call to the public, they will be unable to act until the matter is placed on a subsequent meeting agenda (at the Board's discretion). The Board may also direct staff to follow up on the issue with the citizen.

Scheduled

None



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Governing Board Meeting – August 20, 2025

Agenda Item: 4

Agenda Item Title

Consideration and possible approval of all consent agenda items as listed below:

- A. Board Meeting Minutes from July 22, 2025 – **Appendix A**
- B. Operative IQ Rebate- **Appendix B**
- C. Purchase of Motorola Portable Radios- **Appendix C**
- D. Stryker Lifepak Service Agreement - **Appendix D**

Background/Discussion

The consent agenda allows the Board of Directors (BOD) to consider contracts, purchases, and other routine administrative matters having authorized funding within the current fiscal year budget as a single decision. Items may be withdrawn from the consent agenda and discussed separately upon request by any member of the BOD or staff. Information for each consent agenda item and corresponding supporting document is within the packet.

Recommended Motion

“Motion to approve the consent agenda items for August 20, 2025.”



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Governing Board Meeting – August 20, 2025

Agenda Item: 5

Agenda Item Title

2025 Bond Election Update

Submitted By

Anna Butel, Administrative Services Director

Background/Discussion

The Superstition Fire & Medical District (SFMD) is committed to providing the highest level of fire protection, emergency services, and community support. To continue this mission and meet the growing needs of our community, we are proposing a bond measure that will allow us to invest in essential infrastructure, equipment, and services.

This is an update regarding the progress that has occurred thus far.

Financial Impact(s)/Budget Line Item

n/a

Enclosure(s)

n/a

Recommended Motion

N/A



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Governing Board Meeting – August 20, 2025

Agenda Item: 6

Agenda Item Title

Reports

Background / Discussion

This item is for the fire chief and his staff to share information with the Board of items occurring within, or related to, the fire district. Any item shared is for information only. Upon request of the Board, any item shared during this agenda item may be moved to the agenda for future meetings. Board discussion, other than clarifying questions, cannot occur and no action, position, or direction may occur until the specific item is placed on the agenda.

- Senior Leadership Team
- Labor

Recommended Motion:

N/A



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Governing Board Meeting – August 20, 2025

Agenda Item: 7

Agenda Item Title

New Business / Future Agenda Items

Financial Impact

N/A

Enclosure(s)

N/A

Recommended Motion:

"TBD"



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Governing Board Meeting – August 20, 2025

Agenda Item: 8

Agenda Item Title

Announcements and Document Signing

Background / Discussion

The BOD and staff may share and discuss items to be placed on future BOD agendas.

Recommended Motion:

N/A



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Governing Board Meeting – August 20, 2025

Agenda Item: 9

Agenda Item Title

Adjournment

Recommended Motion:

“Motion to adjourn the Board meeting.”



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Appendix A

A. Board Meeting Minutes from July 22, 2025

Submitted By

Board Secretary Tanya Anderson

Background / Discussion

The board meeting minutes of the previous meeting(s) are provided for the BOD to approve. If the BOD would like to discuss the minutes, they may be removed from the consent agenda. After approval, minutes are signed by the Clerk of the Board and kept as the official public record.

Financial Impact/Budget Line Item

N/A

Enclosure(s)

July 22, 2025, Board Meeting Minutes





Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

Governing Board Meeting Minutes

JULY 22, 2025

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUPERSTITION FIRE & MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON TUESDAY, JULY 22, 2025. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA.

[THIS MEETING WAS OPEN TO THE GENERAL PUBLIC AND BEGAN AT 5:30 PM.](#)

A. Call to Order

Chairman Chamberlain called the meeting to order at 5:30 PM.

B. Pledge of Allegiance

The Pledge of Allegiance led by Captain Wes Fimbrez.

C. Roll Call

Board Members in attendance were Chairman Kathleen Chamberlain, Director Jeff Cross, and Director Jason Moeller. Clerk Connie Van Driel attended via conference phone. Director Shawn Kurian was not in attendance.

Senior Leadership Team in attendance were Fire Chief John Whitney, Deputy Chief Dave Pohlmann, Transportation Services Director Billy Warren, Battalion Chief Tanner Fox, Administrative Services Director Anna Butel, Captain Ryan Ledbetter, and Sarah Simonton with James Vincent Group. Also in attendance was Tanya Anderson, Administrative Specialist / Board Secretary. Attorney William Whittington attended via conference phone.

1. Review and approval of the June 2025 financial reports and bank reconciliations.

Motion by Director Cross to approve the June 2025 financial reports and bank reconciliations.

Seconded by Director Moeller

Vote 4 ayes, 0 nays, MOTION PASSED.

Administration Office
565 North Idaho Road
Apache Junction, AZ 85119

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3700 East 16th Avenue
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1455 East 18th Avenue
Apache Junction, AZ 85119

2. Recognition of employee performance, achievements, and special recognition for community members.

July Anniversaries

29 Years of Service

Captain Brian Logsdon

25 Years of Service

Captain Joe Garcia

24 Years of Service

Captain Mark Castaneda

4 Years of Service

Firefighter David Spidle

Firefighter Zach Rodenberg

2 Years of Service

Firefighter Christian Gomez

Firefighter Matt Hansen

Firefighter Jaren Johnson

Promotions

Michael Gallagher – Engineer

Joe Potter – Engineer

Wes Fimbres – Captain

Brian Garten – Captain

Matt Leon - Captain

3. Call to the Public.

None

4. Consideration and possible approval of all consent agenda items listed below:

A. Board Meeting Minutes from June 18, 2025

B. 2026 Gold Canyon Arts Festival: Medical Staffing Agreement

C. Purchase of a Rebel Striker Type 6 Brush Truck

Motion by Director Moeller to approve all consent agenda items for July 22, 2025.

Seconded by Director Cross

Vote 4 ayes, 0 nays, **MOTION PASSED**

5. Discussion, review and status update on Bond Proposition 494.

- Ballot Language
- Voter Information Pamphlet
- For/Against Arguments
- HighGround Contract

Upcoming Events:

- Superstition Mountain Rotary Club
- VFW Town Hall – August 6, 2025, at 6 PM
- Open Houses:
 - FS 261 – September 16 (Tentative)
 - FS 263 – September 23 (Tentative)
 - FS 264 – September 30 (Tentative)

6. Senior Leadership Team Reports

Fire Chief Report

- Bond Meetings
 - AJ City Council
- Legislative Discussions
- Labor/Management
- Personnel
- Fire Chief Forum
- Helmet(s) & Shield(s) Presentations
- Professional Development Series
 - Discrimination & Harassment
 - Ethics
- SRP Community Engagement
- AFDA/AFCA Conference
- AFDA Executive Board Meeting
- AFDA Area 4 Meeting
- Fire & Frost Event at Blossom Rock

Emergency Services

District

- Labor Management
- Unified Command City of Apache Junction July 4th Celebration
- Helmet Presentations
- Shield Presentations
- Coordinating with AJHS for varsity football EMS Standby (home games)
- Instructor for Leadership Classes – Communication and Conflict Resolution

Regional Partners

- Attended ROCC
- Researching Pre-Emergency Plan Program with MRDC

Significant Incidents:

Working Fire:

Date: 06.18.25

Location: E. Decatur St.

Response: E261, E217, E213, LT263, E263, E262, L209, U208, BC261, BC202

Report: Neighbors reporting obvious fire at address. Crews on scene reporting smoke from both ends of the roof. Quick fire attack and knockdown. Main body of fire in master bedroom with some extension into the attic.

No civilian or FF injuries.

Working Fire:

Date: 06.21.25

Location: S. Saguaro Dr.

Response: E261, E263, LT263, E262, BC261, BC202, M261, E213, E212, L264, U208, M263

Report: Structure fire with report of resident trapped. Crews on scene discovered patient trapped in back bedroom. Crews gained access extricated patient and extinguished fire. Fire isolated to bedroom.

Patient transported for burns and cardiac arrest.

No FF injuries reported. 1 civilian fatality.

2n1 Medical:

Date: 06.25.25

Location: Hackamore & N. Apache Trl.

Response: LT263, E262, E261, M261, Bc261, M262

Report: Single vehicle loss of control, rolled several times. 2 passengers, one ejected and one trapped.

One patient deceased, and one was transported to Banner Desert. Both under 18.

2n1 Medical:

Date: 07.17.25

Location: US-60

Response: L264, E261, M263, M262

Report: Single vehicle into a power pole, lines down on top of both vehicles. No injuries.

Passengers were kept in the vehicle until SRP secured power.

No civilian or FF injuries.

High Stress Incident:

Date: 07.17.25

Location: S. Phelps

Response: BC261, E263, LT263, M262

Report: Drowning. 1-year-old was found at the bottom of the pool. Crews treated and transported to Banner Children's. The patient was breathing prior to transport.

2n1 Medical:

Date: 07.19.25

Location: Buena Vista & 12th Ave

Response: E263, M262, E261, BC261, M263

Date: 07.19.25

Location: Buena Vista & 12th Ave

Response: E263, M262, E261, BC261, M263

Report: Single vehicle into a wall. 2 immediate trauma patients, with driver needing mechanical extrication. 1 patient transported to Four Peaks and on to Banner Goldfield.

2n1 Medical:

Date: 07.18.25

Location: US-60/Westbound Goldfield Overpass

Response: L264, E263, E261, M263, M262

Report: Reports of a wrong-way driver, a head-on collision with heavy damage. Two patients, both requiring mechanical extrication.

Both patients were transported immediately to Banner Desert.

Training

District

- July 4 Incident Command
- Labor Management
- Bond Meetings
- Personnel Work

Regional Partners

- LG Plant Tour
- C-Suite Meeting with Banner
- AFDA/AFCA Conference
- Public Land Managers Meeting

EMS

District

- Tactics Tuesday- Commercial Strip Malls
- Professional Development Series
 - Leadership, Conflict Resolution, HR, and Assumptions and Bias
 - Captain's Tactics
- Fire Chief Forum
- Tactical Sets and Reps Day (Salt River Fire CTC)
- Training Committee Meeting – Goals, General Training Discussion
- 25-2 Regional Training Academy Prep

Regional Partners

- EV Command – Managing Tactical Objectives
- Mid-Rise Training (Gilbert Fire & Rescue)
- TRT Quarterly – Swiftwater
- EVLT – Water/Canal Rescue
- AFCA/AFDA Conference

Training

- East Valley Ladder Training
- Ventilator Trials
- Infection Control Officer Training Class

- New Hire Training

Transportation Services

- EMS ROCC
- AEMS
 - Board of Governors Meeting
 - Education Committee Meeting
- Meeting with Gilbert Fire and Chandler Regional on HL7
- Labor Management Meeting
- New Hire EMT Training (Jared Anderson & Jorge Salazar)
- Meeting with Banner Baywood CEO and CNO
- Meeting with Contexture
- Final Inspection of New Ambulance (Ambo #2)

Support Services

- Annual City Stormwater Training
- Monthly Special Events Meeting
- Site Fire Assess Review – Mosaic at Apache Trails
- City of Apache Junction July 4th Event
- Labor Management
- AFCA/AFDA Conference
- Central Arizona Life Safety Council

Resource

- Investigator “Shadow” DC Cranmer attending AzIAAI Annual Arson Training Conference
 - July 22-25 Prescott, AZ
 - Representing SFMD
- Training on Fire Investigations and Documentation
- Annex updates
 - Continue to keep the frontline and reserve apparatus repaired and mission-ready
 - Facility PM
 - PM and repair station dispatch communication G2 and Comms Room Equipment as needed.
- Recent AC and Plumbing work at facilities. Good to go!
- Safety Committee
 - Turnout Replacements getting quotes from United Fire and SeaWestern
 - ASU Hydration Study
- Uniform Committee Report
 - Turned on annual allowance
 - Looking at future vendors and supplies
 - Meeting with Skaggs about purchasing and invoicing
- Starting this budget year’s priority Bills and Purchases
 - Uniforms
 - Promotions
 - Personal Protective Equipment PPE
- Attended Labor/ Management
 - Captain Rivera Co-Chair presented Uniform Committee update

- Attended 2025 AFCA/AFDA Fire & EMS Leadership Conference and Expo

Administrative Services

- Bond Update - Ballot Language Sign Off & Postings For and Against Arguments
- PSPRS Transition Completed – Working on EDI Feed
- AFCA/AFDA Conference
- Labor Management
- Fire Chief Forum

7. New Business / Future Agenda Items

None

8. Announcements / Document Signing

9. Adjourn

Motion by Director Cross to adjourn the board meeting at 6:32 p.m.

Seconded by Director Moeller

Vote 4 ayes, 0 nays, MOTION PASSED

Governing Board Approval:

Board Clerk Connie Van Driel

Appendix B

B. Operative IQ Rebate

Submitted By

Battalion Chief Tanner Fox

Background/Discussion

This is a rebate program with Boundtree medical supply. They rebate the cost of use of the Operative IQ software, due to the amount of product we purchase with them. This document renews the rebate for the next 3 years.

Financial Impact(s)/Budget Line Item

\$0.00

Enclosure(s)

BTM Operative IQ Customer Rebate Agreement



Operative IQ Licensing Agreement

Customer

Name: Superstition Fire and Medical District
Address: 565 N Idaho Road
Apache Junction, AZ 85119

Company

Bound Tree Medical, LLC
5000 Tuttle Crossing Blvd.
Dublin, OH 43016

This Licensing Agreement (the "Agreement") is hereby entered **this 1st day of January, 2025** (the "Effective Date") by and between Company and Customer (referred to herein as the "Parties" or "Party").

1. **Scope.** The terms and conditions below represent the terms and conditions under which Company will grant a license to Customer for the Operative IQ Mobile Inventory Management System for Emergency Medical Services (the "Software").
2. **Term.** The term of this Agreement shall become effective as of the Effective Date and shall remain in full force and effective for 3 year(s) after the Effective Date unless otherwise terminated in accordance with the provisions set forth herein. If, after the Initial Term, Customer is unable to renew this Agreement due to not receiving appropriation, it may cancel this Agreement and pay a prorated fee for the amount of time it had use of the license.
3. **Grant of Non-Exclusive License.** Subject to the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive irrevocable license to the Software during the Term (the "License").
4. **Licensing Fee.** The fee for each License shall be as specified on Exhibit A, per Contract Year, payable as of the respective Contract Year. For this purpose a "Contract Year" is the twelve (12) consecutive month period beginning on the Effective Date, and each succeeding Twelve (12) month consecutive 12 month period during the Term. If this Agreement ends prior to the end of a Contract Year, the annual License fee will be pro-rated to reflect the number of months in the final Contract Year. The number of Licenses issued under this Agreement is as specified in Exhibit A.
5. **Software Accessories.** Customer may purchase Software Accessories needed to operate the software at the prices specified on Exhibit A and shall be payable at the time of purchase.
6. **Set Up and Training.** Set up of the Software shall be performed by the software developer at the price specified on Exhibit A.
7. **Warranties.** The Software and Software Accessories carry only those warranties made for them by their manufacturers. The duration of the warranty shall extend for the length of time set by the manufacturer. THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. **Limitation of Liability.** COMPANY SHALL NOT BE LIABLE FOR PUNITIVE, SPECIAL, PROXIMATE,

INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DAMAGES OR NONCONFORMITY OF THE SOFTWARE AND SOFTWARE ACCESSORIES.

9. **Force Majeure.** In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the Party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.
10. **Confidentiality.** Neither Party may disclose the terms and conditions of this Agreement to a third party without the prior written consent of the other, except as required by law or as necessary to perform its obligations under this Agreement. Notwithstanding the foregoing, Company may use certain Customer information as input data in a database where Customer's identity shall be kept anonymous. Neither party will make any press release nor other public announcement regarding this Agreement without the other party's prior written consent except as required under applicable law or by any governmental agency.
11. **Termination.** Each Party reserves the right to terminate the Agreement if: (a) the other Party ceases to function as a going concern in the normal course of business; (b) the other Party commits or suffers any act of bankruptcy or insolvency; (c) upon notice of termination after notice of a material breach has been given and such breach is not cured within thirty (30) days following the notice of breach. Company may terminate this agreement at any time upon written notice to the Customer.
12. **Relationship of Parties.** Each Party is an independent contractor of the other. Neither Party shall be the legal agent of the other for any purpose whatsoever and therefore has no right or authority to make or underwrite any promise, warranty, or representation, to execute any Agreement, or otherwise to assume any obligation or responsibility in the name of or on behalf of the other party, except to the extent specifically authorized in writing by the other Party.
13. **Assignment.** This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided that no Assignment, sale or other assignment of this Agreement can occur



Operative IQ Licensing Agreement

unless either (a) the transfer occurs by way of merger, reorganization, consolidation, amalgamation, or as part of a transfer of all or substantially all of the assigning party's assets, or (b) then non-transferring Party consents to the transfer. In the event of such a transfer, the transferring Party agrees to secure consent from the transferee that it will assume and perform all obligations of the transferring Party under this Agreement. Supplier or Company shall give the other written notice of any anticipated assignment of the Agreement as soon as administratively practicable after such information may first be made public.

- 14. **Notices.** All notices or other communications that are required or permitted hereunder shall be in writing and delivered personally, sent by facsimile (and such facsimile must be promptly confirmed by personal delivery, registered or certified mail or overnight courier as provided herein), sent by nationally-recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, to the addresses first specified hereinabove, or to such other address as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith, to the attention of the Chief Executive Officer. In addition, a copy of any notice to Company must be sent to General Counsel, Bound Tree Medical, LLC, 5000 Tuttle Crossing Blvd., Dublin, OH 43016 (such copy shall not constitute legal notice).
- 15. **Headings.** The headings of this Agreement are for convenience only and shall not affect the meaning of the terms of this Agreement.
- 16. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Each party irrevocably agrees that

any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in Columbus, Ohio.

- 17. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of either Party under this Agreement will not be materially and adversely affected thereby such provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by applicable law, each Party hereby waives any provision of law that would render any provision prohibited or unenforceable in any respect.
- 18. **Waiver of Jury Trial.** CUSTOMER AGREES TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT.
- 19. **Miscellaneous.** Both Parties shall comply with all laws, rules, and regulations applicable to this Agreement. All purchases under this Agreement are for Customer's "own use" as such term is defined in judicial or legislative interpretation. This Agreement is the entire agreement between the parties with regard to the subject matter of this Agreement. No amendment of the terms of this Agreement will be binding on either party unless reduced to writing and signed by an authorized employee of the party to be bound.
- 20. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Company Agreement as of this 20th day of August, 2025

Customer

Bound Tree Medical, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

*To the extent any item is provided at no charge, it is deemed to be provided at a discount on the full price of such item. These discounts are governed by the terms of a separate rebate agreement between the Parties. The parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.



Exhibit A*

Customer Name: Superstition Fire And Medical District
BTM Customer Number: 104987
BTM Account Manager: Annie Bryant
Rebate Period: 3 Years

Bound Tree Pricing Summary	Year 1	Year 2	Year 3	TOTAL
Inventory & Asset Management Licenses (Qty: 9)	\$3,564	\$3,564	\$3,564	\$10,692
Total Fees Before Rebate	\$3,564	\$3,564	\$3,564	\$10,692

*To the extent any item is provided at no charge, it is deemed to be provided at a discount on the full price of such item. These discounts are governed by the terms of a separate rebate agreement between the Parties. The parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.



Customer Rebate Agreement

Customer

Name: Superstition Fire and Medical District
Address: 565 N Idaho Road
Apache Junction, AZ 85119

Company

Bound Tree Medical, LLC
5000 Tuttle Crossing Blvd.
Dublin, OH 43016

This Rebate Agreement (the "Agreement") is hereby entered **this 1st day of January, 2025** (the "Effective Date") by and between Customer and Company (referred to herein as the "Parties" or "Party").

- 1. Scope.** The terms and conditions below represent the terms and conditions under which Company will pay a rebate to Customer. The terms and conditions of any supply or similar contract executed, between the Parties shall apply to and govern this Agreement, to the extent the terms of that agreement do not conflict with the terms set forth herein. This Agreement shall include Exhibit A hereto, which is incorporated herein by reference.
- 2. Eligibility for Rebate.** If the volume of products purchased by Customer from Company during the period of time set forth in Exhibit A (the "Rebate Period") satisfies or exceeds the minimum purchase targets specified in Exhibit A, Customer shall be eligible for a rebate in the amount specified in Exhibit A.
- 3. Payment of Rebate.** The rebate is payable (as soon as practicable after the close of the Rebate Period) by credit memo upon calculation and approval of the rebate by Company.
- 4. Compliance with Safe Harbor Requirements.** The Parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.
- 5. Term.** This Agreement shall commence on the Effective Date and continue for a period of three years unless otherwise terminated in accordance with the provisions set forth herein. If, after the Initial Term, Customer is unable to renew this Agreement due to not receiving appropriations, it may cancel this Agreement and pay a pro-rated fee for the amount of time it had use of the license.
- 6. Confidentiality.** Neither Party may disclose the terms and conditions of this Agreement to a third Party without the prior written consent of the other, except as required by law or as necessary to perform its obligations under this Agreement. Notwithstanding the foregoing, Company may use certain Customer information as input data in a database where Customer's identity shall be kept anonymous.
- 7. Warranties.** THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING PRODUCTS PURCHASED FROM COMPANY AND/OR THE REBATE.
- 8. Limitation of Liability.** COMPANY SHALL NOT BE LIABLE FOR PUNITIVE, SPECIAL, PROXIMATE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES.
- 9. Force Majeure.** In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the Party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.
- 10. Termination.** Each Party reserves the right to terminate the Agreement if: (a) the other Party ceases to function as a going concern in the normal course of business; (b) the other Party commits or suffers any act of bankruptcy or insolvency; (c) upon notice of termination after notice of a material breach has been given and such breach is not cured within thirty (30) days following the notice of breach. Company may terminate this agreement at any time upon written notice to the Customer.
- 11. Assignment.** This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided that no Assignment, sale or other assignment of this Agreement can occur unless either (a) the transfer occurs by way of merger, reorganization, consolidation, amalgamation, or as part of a transfer of all or substantially all of the assigning party's assets, or (b) then non-transferring Party consents to the transfer. In the event of such a transfer, the transferring Party agrees to secure consent from the transferee that it will assume and perform all obligations of the transferring Party under this Agreement. Supplier or Company shall give the other written notice of any anticipated assignment of the Agreement as soon as administratively practicable after such information may first be made public.
- 12. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding any conflicts or choice of law



Customer Rebate Agreement

rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in Columbus, Ohio.

13. **Waiver of Jury Trial.** CUSTOMER AGREES TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING OUT OF,

CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT.

14. **Miscellaneous.** Both Parties shall comply with all laws, rules, and regulations applicable to this Agreement. All purchases under this Agreement are for Customer's "own use" as such term is defined in judicial or legislative interpretation. This Agreement is the entire agreement between the parties with regard to the subject matter of this Agreement. No amendment of the terms of this Agreement will be binding on either party unless reduced to writing and signed by an authorized employee of the party to be bound.

15. **Counterparts.** Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Company Agreement as of this 20th day of August, 2025

Customer

Bound Tree Medical, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



Exhibit A*

Customer Name: Superstition Fire And Medical District
BTM Customer Number: 104987
BTM Account Manager: Annie Bryant
Rebate Period: 3 Years

Bound Tree Pricing Summary	Year 1	Year 2	Year 3	TOTAL
Inventory & Asset Management Licenses (Qty: 9)	\$3,564	\$3,564	\$3,564	\$10,692
Total Fees Before Rebate	\$3,564	\$3,564	\$3,564	\$10,692

Bound Tree Discount Pricing Summary	Year 1	Year 2	Year 3	TOTAL
Rebate Percentage for Licenses	100%	100%	100%	
Inventory & Asset Management Licenses (Qty: 9)	\$0	\$0	\$0	\$0
Total Fees After Rebate	\$0	\$0	\$0	\$0

Rebate Calculation	Year 1	Year 2	Year 3	TOTAL
Rebate Percentage	100%	100%	100%	
Minimum Purchase Commitment for Rebate	\$208,000	\$208,000	\$208,000	
Rebate Amount	\$3,564	\$3,564	\$3,564	\$10,692

*To the extent any item is provided at no charge, it is deemed to be provided at a discount on the full price of such item. These discounts are governed by the terms of a separate rebate agreement between the Parties. The parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.

Appendix C

C. Purchase of Motorola Portable Radios

Submitted By

Assistant Chief Richard Mooney

Background/Discussion

SFMD is purchasing five portable radios with the required software and accessories as part of the portable radio replacement schedule.

Financial Impact(s)/Budget Line Item

The financial impact is \$59,864.97 from the capital line item.

Enclosure(s)

The original and new radio quotes.

Billing Address:
 SUPERSTITION FIRE AND
 MEDICAL DISTRICT
 3955 E SUPERSTITION
 APACHE JUNCTION, AZ 85119
 US

Quote Date:08/05/2025
 Expiration Date:10/04/2025
 Quote Created By:
 JARED ZYGOWICZ
 Sr Account Executive
 JARED.ZYGOWICZ@
 motorolasolutions.com
 480-604-5122

End Customer:
 SUPERSTITION FIRE AND MEDICAL
 DISTRICT
 Jennifer Burke
 jennifer.burke@sfmd.az.gov
 (602) 694-9950

Contract: 21069 - CTR046830-STATE OF
 AZ

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000HXE					
1	H91TGD9PW4AN	APX 8000H ALL BAND PORTABLE MODEL 1.5	5	\$8,906.00	27.0%	\$6,501.38	\$32,506.90
1a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	5	\$607.00	27.0%	\$443.11	\$2,215.55
1b	Q361AN	ADD: P25 9600 BAUD TRUNKING	5	\$353.00	27.0%	\$257.69	\$1,288.45
1c	QA02006AD	PORTABLE RADIO ENH: APX8000HXE RUGGED RADIO	5	\$942.00	27.0%	\$687.66	\$3,438.30
1d	QA05509AA	DEL: DELETE UHF BAND	5	-\$800.00	0.0%	-\$584.00	-\$2,920.00
1e	Q887AU	ADD: 5Y ESSENTIAL SERVICE	5	\$306.00	0.0%	\$306.00	\$1,530.00
1f	Q498AU	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	5	\$871.00	27.0%	\$635.83	\$3,179.15
1g	H38BS	ADD: SMARTZONE OPERATION	5	\$1,766.00	27.0%	\$1,289.18	\$6,445.90
1h	QA09113AB	ADD: BASELINE RELEASE SW	5	\$0.00	0.0%	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
1i	Q629AH	SOFTWARE LICENSE ENH: AES ENCRYPTION AND ADP	5	\$560.00	27.0%	\$408.80	\$2,044.00
1j	QA01427AG	ALT: APX8000/XE HOUSING GREEN	5	\$30.00	27.0%	\$21.90	\$109.50
1k	QA00580AA	ADD: TDMA OPERATION	5	\$530.00	27.0%	\$386.90	\$1,934.50
2	PMNN4547A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION TIA4950 R IP68 3100T	5	\$213.15	27.0%	\$155.60	\$778.00
3	PMMN4107C	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITHOUT CHANNEL KNOB, HIGH IMPACT GREEN	5	\$636.00	27.0%	\$464.28	\$2,321.40
Subtotal						\$54,871.65	
Estimated Tax						\$4,993.32	
Grand Total						\$59,864.97(USD)	

Notes:


Appendix D

D. Service Agreement for Stryker Lifepak 15 Cardiac Monitor

Submitted By

Battalion Chief Tanner Fox

Background / Discussion

This is a service agreement on a new monitor purchased last year. This will provide service to this monitor until the tri annual contract is renewed and all the monitors will be under one contract.

Financial Impact/Budget Line Item

The financial impact is \$1,601.10.

Enclosure(s)

Service Contract/Quote from Stryker





Superstition Fire 2 Yr Annual

Quote Number: 11153811
 Version: 1
 Prepared For: SUPERSTITION FIRE AND MED DISTRICT
 Attn:

Rep:
 Email:
 Phone Number:

GPO: CUSTOMER CONTRACT
 Quote Date: 07/25/2025
 Expiration Date: 08/24/2025
 Contract Start: 07/01/2025
 Contract End: 06/30/2027

SMR Service Rep Name: Alex Chavez
 SMR Service Rep Email:

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	SUPERSTITION FIRE AND MED DISTRICT	Name:	SUPERSTITION FIRE AND MED DISTRICT	Name:	SUPERSTITION FIRE AND MED DISTRICT
Account #:	20120650	Account #:	20120650	Account #:	20120650
Address:	3700 E 16TH AVE APACHE JUNCTION Arizona 85119-4544	Address:	3700 E 16TH AVE APACHE JUNCTION Arizona 85119-4544	Address:	3700 E 16TH AVE APACHE JUNCTION Arizona 85119-4544

ProCare Products:

#	Product	Description	Months	Qt y	List Price	Discount %	Sell Price	Total
1.0	LIFEPK-DEP-PROCARE	PROCARE-SVC-LIFEPK-DEPOT-REPAIR Parts, Labor, Travel Preventative Maintenance Batteries Service	24	1	\$1,779.00	10.0%	\$3,202.20	\$3,202.20

ProCare Total: \$3,202.20

ProCare Annual Payment: \$1,601.10

Price Totals:

 Authorized Customer Signer (Printed) Date

 Stryker Authorized Signature (Printed) Date

Payment Schedule

Starting Balance:

\$3,202.20

Date	Payment	Balance
07/01/2025	\$1,601.10	\$1,601.10
07/01/2026	\$1,601.10	\$ -

Equipment Service Plan

Line Item #	Model	ProCare Materials	Serial #
1.0	99577-001 957	PROCARE-SVC-LIFEPAK-DEPOT-REPAIR	50964597

Purchase Order Form



Account Manager _____
 Cell Phone _____

Purchase Order Date _____
 Expected Delivery Date _____
 Stryker Quote Number _____

Check box if Billing same as Shipping

BILL TO		CUSTOMER #
Billing Account Num		
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num		
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name _____
 Email _____
 Phone _____

Stryker Terms and Conditions
www.stryker.com/stnc

Authorized Customer Signature

Printed Name _____
 Title _____
 Signature _____
 Date _____

Attachment Stryker Quote Number

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - o If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - o Stryker will continue to offer contractual service on a yearly basis only
 - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.