

# Aspen Fire Protection District Board of Directors Regular Monthly Meeting

MEETING DATE:

February 14, 2023

LOCATION: 420 E Hopkins

**MEETING TIME:** 

3:00pm

The public is welcome to join this meeting virtually through Zoom. To join, please go to:

https://us02web.zoom.us/j/81866250163?pwd=eVEvSkRrdDZNYW9BZ0dwY0dUSkphdz 09 Meeting ID: 818 6625 0163 Passcode: 365443. Please contact Nikki Lapin, District Administrator at <a href="mailto:nikki.lapin@aspenfire.com">nikki.lapin@aspenfire.com</a> if you need additional information.

### **AGENDA**

- I. Meeting called to order
- II. Roll Call
- III. Approval of Minutes
  - a) Motion to approve minutes from Regular Meeting held January 10, 2023.
- IV. Public Comment
- V. AVFD Inc.
- VI. North 40 Housing Project Update-Rick/Sebastian
  - a) Project Budget Update
  - b) Project Contingency
  - c) Allowance Reconciliation
- VII. Wildfire Community Action Fund Ali Hager Hammond
  - a) Project & Funding Update
- VIII. Financials
  - a) Monthly Financial Review
  - IX. Board Member Comments & Action Items
    - a) Adopt Resolution 2023-02-01 Terminating the District's Local Disaster Emergency Declaration
  - X. Staff Report
    - a) Fire Marshal/Prevention Jan Legersky
    - b) Operations Overview Deputy Chief Andersen
    - c) Training
    - d) Recruiting
    - e) Strategic Plan Update

- XI. CEO/Fire Chief & Good of District
  - a) Roaring Fork Wildfire Collaborative (RFVWC) Agencies FINAL MOU
  - b) Aspen Institute/RFVWC DRAFT MOU COLLABORATION AGREEMENT
  - c) PANO AI Update
  - d) 2023 Elected Volunteer FF Officers: Adam Cohen, Mike Tracey, Ryan Warren
- XII. Old Business
  - a) Woody Creek Project Update
- XIII. New Business



## Board of Directors Regular Meeting January 10<sup>th</sup>, 2023

The Board of Directors of the Aspen Fire Protection District met for their regular meeting. The meeting was open to the public in person and virtually via Zoom.

### Meeting called to order by Parker at 5:04pm

#### Roll Call:

- Board of Directors Present: Parker Lathrop, Dave "Wabs" Walbert, Emily Taylor (via Zoom), Steve Wertheimer
- Board of Directors Absent: John Ward
- Staff/Volunteers Present: Rick Balentine, Jake Andersen, Nikki Lapin, Jan Schubert, Jake Spaulding, Drew Barr, Will Shoesmith. Via Zoom: Charlie Curtis, Ryan Warren, Arnold Nimmo, Ali Hager, Ben Smith, Scott Arthur
- Public/Others: Richard Peterson, Sebastian Wanatowicz (via Zoom)

### **Approval of Minutes:**

**MOTION:** 

Motion by Wabs to approve minutes from regular meeting held on December 13th,

2022. Steve second. Discussion: None Vote: All approved.

**AVFD Inc.:** None

### North 40 Housing Project Update: Sebastian Wanatowicz

- Project Budget: Payout Application #22 has been paid and approved for \$362,325.65. This was partial payment of the retainage held on FCI. There is an outstanding balance of \$350,292 to be approved, which will be Payout Application #23 and final payout for the job. This will take the total construction cost to \$14, 252, 352.82. There is \$4,903 remaining in the contingency reconciliation from the deduct on lighting package. This will help pay for snow fencing. There will be \$4,900 left in allowance after that will go back into contingency with remaining balance of \$504,985.58.
- The C.O.R.E. grant was received for the full amount of \$50,000.
- The engineer has looked at installing heating in the bathroom by fitness room. There might be a couple thousand dollars of invoicing from consultants that will come out of contingency. The outstanding repairs to guardrails are covered under the original contract. There was discussion about grills and whether to put up a canopy. Repairs on the overflow roof drains is continuing.
- In regard to the window warranty, FCI will write a letter standing behind how the warranty is going to operate to meet the specifications of the level of energy compliance that this project is to achieve the energy compliance and the standpoint of Pella.
- FCI is confident they have completed punch list and final walk through will happen by end of the week. Final documents and electronic documents will be turned over. There was discussion of final payment of retainage. Sebastian will meet with Cody to review and see what funds can be released.

### Wildfire Community Action Fund Project - Ali Hager

- Fundraiser at St. Regis is currently on hold. The hope is to reschedule for the summer.
- Roaring Fork Collaborative. Chief Balentine gave an update on the status of MOU. Also working on the MOU with Aspen Institute. They will be hiring someone for Roaring Fork Collaborative that will work on Aspen Institute. This position will be going out soon.
- Grants: Currently waiting on paperwork from the BLM in regards to grant for the 33 acre fire break project on Willoughby Way. Expecting to hear about the FRWRM grant in March and looking to put in for a partnership grant with Open Space through the Laura Jane Musser Foundation that will open in February.
- Received \$100,000 last week through a GMQS application.

#### **Financials**

- Monthly financials were included in the board packet. As of now, 2022 will come in approximately \$275,000 in the positive.
- Last year's average monthly rate at ColoTrust was 0.4%, now it is 4.2%

### **Board Comments & Action Items: None**

MOTION: Motion by Steve to Adopt Resolution 2023-01-01: Posting of Meetings. Wabs second.

Discussion: None Vote: All approved

MOTION: Motion by Steve to Adopt Resolution 2023-01-02 Mail Ballot Election with the

change to second whereas paragraph to make it consistent the word "three" to be

changed to "four". Wabs second.

Discussion: None Vote: All approved

MOTION: Motion by Steve to Adopt Resolution 2023-01-03 Appointing of Designated Election

Official and Authorizing Designated Election Official to Cancel Election. Wabs second.

Discussion: None Vote: All approved

MOTION: Motion by Steve to accept Chief's contract and move forward with President, John

Ward signing it. Wabs second.

Discussion: Board would like to see that the review is not forgotten.

Vote: All approved

### **Staff Report:**

- Fire Marshal and Prevention: 2022 was busy. There were more tent permits this past year compared to previous years during COVID. No significant issues during the holidays to report. Ben Smith thanked Aspen Police and the Pitkin County Sheriff's department for their help with overpacked restaurants on New Year's Eve. The Fire Prevention team will be out during X-Games.
- Operations Overview:
  - SCBA's are in-service and staff is currently working on donating the old ones. Most members have received training.
  - o A working group has been formed to address false alarms.
  - o Several members will be participating on the IMT for X-Games.
  - Letter from citizen received recognizing exceptional service Aspen Fire provided alongside folks from law enforcement and ambulance on a response to fire incident. It was mentioned in the newspaper. Another citizen gave a donation of \$2,400 in honor of a friend that passed away in December.

### • Training Update:

- A list of trainings in December and upcoming training January was presented in the staff report as part of the board packet. SCBA Confidence training started this week. All hot zone firefighters will be required to complete. Medical training this upcoming month will be high performance CPR and cardiology. There were three different cardiac saves in 2022.
- New recruits have started working in station prior to starting academy January 17<sup>th</sup>. Two recruits will not be able to commit to spring class but will stay active in-house until they go to training in the fall.
- Working with City Parks Department to practice ice rescue at the golf course.
- Large number of members working through outside trainings around medical and officer/leadership.
- There are a number of opportunities to work with neighboring agencies this year. Intent is to have something on a quarterly basis.

**Public Comment:** The newly elected Pitkin County Sheriff, Michael Buglione, stopped in. He looks forward to working with everyone at Aspen Fire.

### **CEO/Fire Chief and Good of the District:**

- Members will be receiving City Market gift cards on behalf of the board for holiday gift.
- Dick Merritt will be recognized for the Molly Cambell award at the ACRA Winterskol Luncheon.
- Discussion of getting a working group together over the next month to review housing fund balance and what options it may be used for.
- There will be a French Intern from Bordeaux, France coming to work with Aspen Fire in April.
- The Executive Administrative Assistant position has been posted internally and will go out externally in the next day or two.
- Roaring Fork Valley Chiefs are starting to meet once a month.
- The Western Slopes Fire Marshal group is being revived.

### **Old Business:**

Woody Creek Project Update: No movement since last update.

### **New Business:**

• February Meeting: After discussion, it was decided to move it back from February 9th to February 14th and start the meeting at 3:00pm.

MOTION:

Motion by Parker to adjourn at 6:20pm. Wabs second.

Vote: All approved.

\*\*\* A full recording of this meeting can be requested by contacting the District Administrator at <a href="mailto:nikki.lapin@aspenfire.com">nikki.lapin@aspenfire.com</a> or by calling 970-925-5532.

AFPD - North 40 Housing - "Fire Place"

Monthly Budget Update - February 14, 2023

Description	Current	Spent To	Balance To	Clarifications & Remarks
Scope of Work	Budget	Date 02/14/23	Complete	
	Soft Co	st Budget		
Architect Selection process		-	-	
Harry Teague	5,000.00	5,000.00	-	Conceptual drawings
Stryker/Brown	5,050.50	5,050.50	-	Conceptual drawings
Consultants		-	-	
BendonAdams - Land Consultant	20,000.00	18,810.48	1,189.52	
		-	-	
Type Five - Owners Rep.	245,087.24	270,346.74	(25,259.50)	Increased for Type Five
Stryker/Brown - Architects	862,151.49	882,970.35	(20,818.86)	655,067.4
KL&A Structural Engineer		-	-	78,000.0
BG Works - MEP		-	-	121,800.0
Confluence Architecture		-	-	7,284.0
Fee adjustment based on GMP cost of				
construction @ 4.4%	42,311.54	-	42,311.54	42,311.5
SGM	90,000.00	118,968.45	(28,968.45)	Allowance
Civil Design		-	-	Cost included above
Traffic Study		-		Cost included above
Surveying		-	-	Prior to construction
Final Plat	5,000.00	-	5,000.00	Allowance
		-	-	
Land Design 39 - WELS permit	5,500.00	4,490.00	1,010.00	Need to update drawings
Hines Irrigation - WELS permit	2,650.00	4,600.00	(1,950.00)	Complete
		-	-	
Kubed - Fire sprinkler design	1,750.00	1,750.00	-	Complete
Special Inspections		-	-	
Kumar - Geo-Engineers	29,500.00	21,975.41	7,524.59	Allowance
Soils report		-	-	Budget included above
Soils testing		_	-	Budget included above
Materials testing		-	-	Budget included above
Special inspections			_	Budget included above
Waterproofing special inspections	12,400.00	23,655.00	(11,255.00)	\$17,748.62 Allowance
Miscellaneous fees		-	-	
Aspen Reprographics	3,500.00	2,829.84	670.16	Allowance
Aspen Times	1,500.00	1,409.29	90.71	Allowance
Stewart Title	300.00	300.00	-	Complete
Pitkin County	2,654.00	2,654.00	_	Complete
City of Aspen development review	37,604.20	37,604.20	-	Complete

AFPD - North 40 Housing - "Fire Place"

Monthly Budget Update - February 14, 2023

Description	Current	Spent To	Balance To	Clarifications & Remarks	
Scope of Work	Budget	Date 02/14/23	Complete		
Utilities		_	-		
Water tap fees	330,021.60	334,414.80	(4,393.20)	Complete	
Sewer tap fees	145,621.59	145,621.59	-	Complete	
Holy Cross deposit	30,500.00	30,500.00	-	Complete	
Holy Cross, return deposit	(28,500.00)	(28,500.00)	_	Complete	
Holy Cross construction cost	28,500.00	30,928.23	(2,428.23)	Complete	
Phone	5,000.00	5,000.00	-	Allowance	
CTV + [Misc Ongoing Utilities]	5,000.00	9,966.65	(4,966.65)	Allowance	
Black Hills - gas line re-location	1,000.00	3,970.19	(2,970.19)	Complete	
Permit Fees		-	-		
Building permit & plan check fees	243,025.00	243,025.00	-	Complete	
Permit intake fee	60,750.00	60,750.00	-	Complete	
Access permit	675.75	675.75	-	Complete	
Use tax		-	-	NIC	
GIS fee	200.00	200.00	-	Complete	
Road impact fees	60,530.13	60,530.13	-	Complete	
Building permit change order fees	24,985.00	1,118.62	23,866.38	Allowance	
Change order # 1 - Trash enclosure		-	-		
FF & E	5,000.00		5,000.00	Allowance	
Bike racks	,	_	-		
Benches		-	-		
Insurances		_	_		
Builders Risk		-	-	In construction budget	
Performance & payment Bond		-	-	In construction budget	
General Liability insurance		-	-	In construction budget	
Legal Fees	_	-	_		
Karp.Neu.Hanlon	20,000.00	7,940.00	12,060.00	Allowance	
Staging Area		_	-		
Lease & insurance	20,000.00	-	20,000.00	Allowance	
AFPD Contingencies	500,000.00		500,000.00	Allowance	
Increase for Type Five (Owners Rep)	(55,087.24)	-	(55,087.24)		
SBA & KLA Fire Station Roof PV Structural	(,,,		(/		
Design & BLDG 4 Closets	(6,300.00)	_	(6,300.00)		
BGBW Low Voltage Submittal Review	(3,250.00)	-	(3,250.00)		

AFPD - North 40 Housing - "Fire Place"

Monthly Budget Update - February 14, 2023

Description Scope of Work	Current Budget	Spent To Date 02/14/23	Balance To Complete	Clarifications & Remarks
Nork completed by AFPD		-	-	
Re-locate water line	65,931.80	65,931.80	-	Complete
Re-locate gas line	16,931.01	16,931.01	-	Complete
Lower electric vault	8,915.25	8,915.25	_	Complete
CORE Grant			50,000.00	Approved
Soft Cost Total	2,851,408.86	2,400,333.28	501,075.58	
Soft Cost Total	2,865,919.00	2,400,555.26	301,073.38	200
		uction Budget		
CI's GMP contract budget	14,208,446.00	-	14 208 446 00	Executed contract
PA # 1	11,200,110.00	172,412.70		Approved_03.23.21
PA # 2		261,922.60		Approved_04.15.21
PA # 3		512,340.70		Approved_05.05.21
PA#4		377,720.95		Approved_06.07.21
PA # 5		604,975.15		Approved_07.12.21
PA # 6		540,510.10		Approved_08.12.21
PA # 7		782,648.95		Approved_09.10.21
PA # 8		1,007,517.75		Approved_10.06.21
PA#9		1,174,010.95		Approved_11.04.22
PA # 10		958,823.60		Approval_12.10.21
PA # 11		585,040.40		Approval_01.11.22
PA #12		921,101.95		Approval_02.14.22
PA #13		864,518.05		Approval_03.10.22
PA #14		1,143,405.75		Approval_04.08.22
PA #15		894,724.25		Approval_05.23.22
PA #16		871,141.45		Approval_06.24.22
PA #17		645,703.60		Approval_07.18.22
PA #18		612,225.74		Approval_08.18.22
PA #19		504,879.27		Approval_09.14.22
PA #20		92,998.34		Approval_10.18.22
PA #21		11,112.92		Approval_12.14.22
PA #22	_	362,325.65		Approval 12.27.22
PA #23		350,292.00		Approval TBD
Change Orders			(223)22230)	
PCCO #1	40,378.00	-	40.378.00	Approved_04.21.21
PCCO #2	29,878.82	_		Approved 06.15.21
PCCO - Reconciliation	(26,350.00)		(26,350.00)	
Construction Cost Total	14,252,352.82	14,252,352.82	0.00	
A STATE OF THE STA				
Grand Total	17,103,761.68	16,652,686.10	501,075.58	

Grand total 3/9/21

17,074,362.00

# AFPD - North 40 Housing - "Fire Place" Contingency Reconciliation Update - February 10, 2023

Current	Change to	Balance To
Budget	Contract Amounts	Complete
Soft Cost Budget		
500,000.00		
	1 189 52	
	1,103.32	
	(55.087.24)	
	(33)337.2.1)	
	(20,818.86)	
	(3,250.00)	
	-	
	42,311.54	
	(28,968.45)	
	5,000.00	
	1,010.00	
	(1,950.00)	
	-	
	_	
	(11,255.00)	
	670.46	
	90.71	
	(4 303 30)	
	(4,393.20)	
	(2 428 23)	
	(2,720.23)	
	(4.966.65)	
	(2,3,3,13)	
	Budget  Soft Cost Budget	Soft Cost Budget

### AFPD - North 40 Housing - "Fire Place"

Contingency Reconciliation Update - February 10, 2023

Description	Current	Change to	Balance To
Scope of Work	Budget	Contract Amounts	Complete
Building permit change order fees			
Change order # 1 - Trash enclosure		23,866.38	
FF & E		5,000.00	
Bike racks			
Benches			
Insurances			
Legal Fees			
Karp.Neu.Hanlon		12,060.00	
Staging Area			
Lease & insurance		20,000.00	
Work completed by AFPD			
Re-locate water line		-	
Re-locate gas line		-	
Lower electric vault		-	
CORE Grant		50,000.00	
Soft Cost Total	•		501,075.58
FC	Cl Construction Budg	et	
FCI's GMP contract budget			
Allowance #022		4,903.00	
Construction Contingency		*	- 12
Balance to Complete		0.00	
Construction Cost Total		4,903.00	-
Grand Total		4,903.00	505,978.58

Cost code	Description	Original Estimate	Approved Estimated Changes	Pending Estimate Changes	Amount Remaining
	Misc Site Demo/Foundation Drain				
01 600001 OTH	Drywell	18,575.00	18,575.00	-	5 <del>7</del> .5
01 600002 OTH	Winter Conditions - Concrete Add Mix	36,656.00	18,328.00	18,328.00	<b>:</b>
01 600003 OTH	Winter Conditions - Concrete Heat	37,840.00	18,920.00	18,920.00	=
01 600004 OTH	Reshoring of Concrete Deck	15,000.00	15,000.00	-	150
01 600005 OTH	Misc Metals	28,024.00	823.00	27,201.00	
01 600006 OTH	Stair Canopy - Structural Design	2,500.00	2,500.00	-	( <u>#</u> )
01 600007 OTH	Stair Canopy Structure (Steel)	35,000.00	35,000.00	-	(3)
01 600008 OTH	Trash Enclosure Structure & Roof	37,127.00	37,127.00	*	590
01 600009 OTH	Composite Balcony/Walkway Slats	43,205.00	43,205.00	2	-
	Cost Impacts - Added Laundry Area				
01 600010 OTH	Cabinets	5,000.00	5,000.00	8	5 <del>e</del> 3
01 600011 OTH	Misc Flashing	25,000.00	-	25,000.00	*
01 600012 OTH	WIndow & Sliding Door Package	85,000.00	85,000.00	-	120
01 600013 OTH	Temp Heating	52,500.00	33,716.00	18,784.00	5.00
01 600014 OTH	Signage	2,915.00	2,915.00		842
01 600015 OTH	Photovoltaic System	240,000.00	-	240,000.00	3
01 600016 OTH	Plumbing Fixture Package	125,000.00	125,000.00	-	5.75
	Snow Removal & Earthwork Winter	·			
01 600017 OTH	Conditions	138,600.00	95,170.00	43,430.00	
01 600018 OTH	Rock Removal	35,000.00	35,000.00	-	95
01 600019 OTH	Dewatering	20,420.00	20,420.00		:
	Irrigation System Design &				
01 600020 OTH	Construction	45,000.00	45,000.00	-	
01 600021	Wood Material Cost Increase	_	95,729.00	95,729.00	
01 600022	Supplementry Funds - Project Credits	_	130,782.00	125,879.00	4,903.00
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				,
		1,028,362.00	863,210.00	613,271.00	4,903.00

Gross Fundraising Total (Oct. '21 - Jan. '23):

Gross Income (2023): Net Income (2023): \$467,485 \$106.164.49 \$97,805.26



<b>Grant Name</b>	Due	\$ Ask	\$ Received	Match/ other info	Status
IAFC Chipper Program	4/17/22	\$10,480.00	\$10,480.00	238yd^3 chips sent to landfill	Approved, closed out.
AIM/ CO-CO grant for Capacity Building	7/15/22	\$20,000	\$0	Grant request denied due to lack of local support & long term sustainability	Unfunded
Bureau of Land Management CO Fuels Management & Community Fire Assistance	8/17/22	\$28,498.20	Tbd - mid October	For Willoughby/ 33-acre Fire Break Project.	Approved!
AFPD - FRWRM (Forest Restoration and Wildfire Risk Mitigation Grant) CSFS	10/19/22	\$97,163.00 total (\$48,581.50 match for 1 year)	Tbd - March '23	100% Match Required (50% of total project cost). Highly Competitive, historically front range capacity grants. Asked for more specificity and encouraged reapplication.	Unfunded
Starwood - FRWRM (Forest Restoration and Wildfire Risk Mitigation Grant) CSFS	10/19/22	\$487,600 total project cost (\$243,800 over 5 years)	Tbd - March '23	100% Match Required (50% of total project cost). Highly Competitive, historically front range grants. (\$48,760/yr) for project support	Submitted & Pending
Colorado Watershed Restoration Program	Rolling	TBD	TBD	25%-50% match required; half cash, the other half can be in-kind. "for watershed restoration and flood mitigation grants to restore, mitigate, and protect stream channels and riparian areas susceptible to flood hazards and sediment erosion and deposition after wildfire, including expenditures for the design and implementation of projects intended to mitigate increased flows,	TBD - working with grant contact

### WCAF Board Meeting Update - 1.10.23

				sediment, and debris, with federal and local matching requirements."	
Laura Jane Musser Foundation	3/15/23	(up to \$35k)	TBD	Environmental preservation and sustainable use of public open spaces projects. Match not required but accepted. – possible collab with Pitkin OST	Working on it with OST

#### Outreach & Education:

- RFV Wildfire Collaborative
  - 2023 projects meeting in January
  - Previously treated mapping completed/ discussed in February
  - Rapid detection conversation in March
- Ambassador Program with RFV Partners
- Self-education:
  - Public Safety Leadership Development course
  - S-215: Fire operations in the Wildland Urban Interface

### Projects

- Ongoing:
  - PODS Mapping & Prioritization with Jake Andersen & Jake Spaulding
- Planning Phase:
  - Expanded Chipping Program 2023 with City of Aspen and Pitkin County
  - Willoughby Implementation with BLM Spring?
  - Collaboration with Pitkin Open Space & Trails for Sky Mountain Park
- Future Projects:
  - 2025 Red Mountain Burn USFS, Pitkin County, ACES
  - Possible grant opportunity with Rocky Mountain Elk Foundation for West Buttermilk area

### • Fundraising

- Additional round of BLM funding opening Spring 2023
- St. Regis Fundraiser TBD

### **Aspen Fire Protection District Balance Sheet**

As of January 31, 2023

Jan 31, 23

5,334,444.95

### **ASSETS**

### **Current Assets**

### Check

Total Checking/Savings

nt Assets	
hecking/Savings	
GENERAL FUND BANK ACCTS	
10100 · Alpine Bank-GF Checking	220,804.71
10401 · ColoTrust-GF General	1,317,322.29
10406 · ColoTrust-GF Emerg Reserve	308,354.71
10407 · ColoTrustGF Operations Resrv	1,237,591.99
10409 · ColoTrustGF FPPA	11,574.71
10545 · Grand Junction Fed Credit Union	73.80
Total GENERAL FUND BANK ACCTS	3,095,722.21
CAPITAL ACQ. FUND BANK ACCTS	
10700 · Alpine BankCap Acq. Checking	50.80
10801 · ColoTrustCap Acq	387.59
Total CAPITAL ACQ. FUND BANK ACCTS	438.39
HOUSING FUND BANK ACCOUNTS	
10890 · Alpine Checking-Housing	5,390.93
10901 · ColoTrust-Housing	843,304.69
Total HOUSING FUND BANK ACCOUNTS	848,695.62
WILDFIRE C.A. FUND BANK ACCTS	
10950 · Alpine BankWCAF Checking	19,622.21
10951 · ColoTrust-WCAF Reserves	275,493.96
Total WILDFIRE C.A. FUND BANK ACCTS	295,116.17
DEBT SERVICE FUND BANK ACCTS	
11201 · ColoTrust-Debt Service	1,094,472.56
Total DEBT SERVICE FUND BANK ACCTS	1,094,472.56

# Aspen Fire Protection District Balance Sheet

As of January 31, 2023

	Jan 31, 23
Accounts Receivable	
ACCTS RECEIVABLE-by Fund	
Accts Receivable-General Fund	
12235 · Receivable due - Pitkin County	11,714.67
12252 · Receivable due - AFPD Staff	13,624.01
12254 · Receivable due - Fire Place Ops	1,332.19
12255 · Receivable due - Other	2,518.00
Total Accts ReceivableGeneral Fund	29,188.87
Accts Receivable-Housing Fund	197,952.33
Total ACCTS RECEIVABLE—by Fund	227,141.20
Total Accounts Receivable	227,141.20
Other Current Assets	
GENERAL FUND (Asset)	
10450 · Property Tax Receivable	10,600.29
Total GENERAL FUND (Asset)	10,600.29
BOND DEBT SERVICE FUND (Asset)	
10750 · Property Tax Receivable	1,940.60
Total BOND DEBT SERVICE FUND (Asset)	1,940.60
10671 · Prepaid Expenses-General Fund	18,300.58
Total Other Current Assets	30,841.47
Total Current Assets	5,592,427.62
Fixed Assets	
GENERAL FIXED ASSET GROUP	
10600 · Fire Trucks & Equip	4,409,454.67
10610 · Building Improvements	1,330,603.73
10615 · Buildings	13,398,373.00
10640 · Firefighting Equipment	350,515.19
10650 · Administrative	374,807.41
10660 · Construction in Progress	9,620,393.90
10665 · Land - North 40	1,700,000.00
10669 · Accumulated Depreciation	-8,211,685.11
Total GENERAL FIXED ASSET GROUP	22,972,462.79
Total Fixed Assets	22,972,462.79

# Aspen Fire Protection District Balance Sheet

As of January 31, 2023

,	Jan 31, 23
Other Assets	
10593 · Deferred Refunding Cost	1,574,234.68
10594 · Deferred Refunding Costs-Accum.	-1,388,693.62
90101 · VPF-Def Oflow-Pens Exper Diff	11,435.00
90103 · VPF-Def Oflow-Pens Inv Ret Diff	72,196.00
90105 · VPF-Def Oflow-Pens Contr After	795,000.00
90111 · SWDB-Def Oflow-Pens Exper Diff	129,462.34
90112 · SWDB-Def Oflow-Pens Chg Assum	64,923.24
90113 · SWDB-Def Oflow-Pens Inv Ret Dif	0.07
90114 · SWDB-Def Oflow-Pens Act/Rep Dif	14.00
90115 · SWDB-Def Oflow-Pens Chg Propor	18,161.00
90116 · SWDB-Def Oflow-Pens Contr After	88,856.92
Total Other Assets	1,365,589.63
TOTAL ASSETS	29,930,480.04
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
ACCOUNTS PAYABLE-by Fund	
2000 · Accts PayableGeneral Fund	51,701.70
2002 · Accts Payable-CA Fund	36,925.00
2004 · Accts PayableHousing Fund	17,278.19
2006 · Accts Payable-WCAF	350.00
Total ACCOUNTS PAYABLE-by Fund	106,254.89
Total Accounts Payable	106,254.89
Other Current Liabilities	
CURRENT LIABILITIES	
20125 · State Unemployment Accrual	266.17
20135 · HSAs Accrual	4,289.00
20162 · Vol FFs Insurances Accrual	3,530.38
20317 · AVFD T-shirt Sales (+) Accrual	57.75
20318 · Stn Tenants' Deposits/Last Rent	3,100.00
21000 · Deferred RevenueProp. Tax	10,600.29
21020 · Retainage Payable-Housing	350,292.00
Total CURRENT LIABILITIES	372,135.59
23050 · Accrued Int. PayableBond Debt	41,537.90
<b>Total Other Current Liabilities</b>	413,673.49
Total Current Liabilities	519,928.38

# Aspen Fire Protection District Balance Sheet

As of January 31, 2023

Jan 31, 23 **Long Term Liabilities** FP HOUSING DEBT SERVICE (Liab.) 22902 · COPs Payable 12,740,000.00 22903 · Current Portion - COPs Payable 565,000.00 22904 · COPs Premium 1,836,645.45 22905 · COPs Premium Amortization -174.304.56 Total FP HOUSING DEBT SERVICE (Liab.) 14,967,340.89 G.O.BOND DEBT SERV FUND (Liab.) 22000 · Deferred Revenue-Prop.Tax 1,940.60 22900 · Bond Premium 1.100.512.25 22901 - Bond Premium- Accumulate Amort. -1,002,622.27 23000 · Bonds Payable 3,945,000.00 23010 · Current Portion - Bonds Payable 905,000.00 Total G.O.BOND DEBT SERV FUND (Liab.) 4,949,830.58 90200 · VPF-Net Pension Liability 422,124.00 90202 · VPF--Def Iflow--Pens Chg Assum 251,680.00 90210 · SWDB-Net Pension Liability -152,646.42 90211 · SWDB-Def Iflow-Pens Exp Diff 607.29 90213 · SWDB-Def Iflow-Pens Inv Ret Dif 156,790.00 90214 · SWDB-Def Iflow-Pens Act/Rep Dif -9,643.24 90215 · SWDB-Def Iflow-Pens Chg Propor 175,904.97 90220 · Compensated Absences / PTO 196,382.39 **Total Long Term Liabilities** 20,958,370.46 **Total Liabilities** 21,478,298.84 **Equity FUND BALANCES** 30005 · LT Assets minus LT Debt 3,950,199.41 30015 · Capital Acq. Fund Balance 1,808,322.00 30020 · Bond Debt Svc Fund Balance 1,081,430.00 30025 · FP Housing Fund Balance 7,856,990.00 30030 · WildfireCommAction Fund Balance 150,537.00 30300 · Net Pension Liab. & Deferrals -860,120.00 30600 · Contingency Reserve (TABOR) 186,000.00 37500 - GF - Unrestricted Fund Balance 2,927,951.00 **Total FUND BALANCES** 17,101,309.41 3900 · Retained Earnings -8,054,738.90 Net income -594,389.31 **Total Equity** 8,452,181.20 **TOTAL LIABILITIES & EQUITY** 29,930,480.04

	Jan 23	Jan 23	YTD Budget	Annual Budget
Income				
GENERAL (Income)				
31100 · General Property Tax				
31102 · Allocationto Cap Acq Fund	0.00	0.00	50,000.00	600,000.00
31103 · Allocation-to FP Housing Fund	0.00	0.00	91,666.74	1,100,000.00
31104 · Allocation-to GF General	0.00	0.00	357,446.75	4,289,361.00
31105 · Allocation-to GF Emerg Reserve	0.00	0.00	4,166.74	50,000.00
31107 · Allocation-to GF FPPA Annual	0.00	0.00	12,500.00	150,000.00
31109 · Allocation-for Treasurer Fee	0.00	0.00	27,146.37	325,756.00
Total 31100 · General Property Tax	0.00	0.00	542,926.60	6,515,117.00
31200 · Specific Ownership Taxes	0.00	0.00	20,833.37	250,000.00
36100 · Interest EarnedProp. Taxes	0.00	0.00	1,500.00	18,000.00
36200 · Interest on Investments	12,085.79	12,085.79	12,083.37	145,000.00
37100 · Delinquent Taxes	0.00	0.00	-333.37	-4,000.00
38000 · North 40 Lease to County	4,388.27	4,388.27	4,583.37	55,000.00
38010 - County Share of Expenses @N40	0.00	0.00	3,000.00	36,000.00
38015 · Tenants' Rent & Utilities @Stwd	1,765.00	1,765.00	1,333.37	16,000.00
38020 · Tenants' Rent @ N40 & Woody Crk	1,100.00	1,100.00	1,100.00	13,200.00
38051 · Pano Al Cost-Sharing	0.00	0.00	6,666.74	80,000.00
38101 · Grants	0.00	0.00	12,500.00	150,000.00
38110 · Sprinkler Permit Fees(PlansChk)	0.00	0.00	5,416.74	65,000.00
Total GENERAL (Income)	19,339.06	19,339.06	611,610.19	7,339,317.0
Total Income	19,339.06	19,339.06	611,610.19	7,339,317.00
ss Profit	19,339.06	19,339.06	611,610.19	7,339,317.00

	Jan 23	Jan 23	YTD Budget	Annual Budget
pense				
PERSONNEL - District Staff				
41110 · Wages & HolidayPay-Career FFs	80,256.73	80,256.73	111,747.00	1,340,964.0
41115 · Overtime - Career FFs	4,801.26	4,801.26	3,333.37	40,000.0
41111 · Salaries & Wages-All Other Paid	49,211.74	49,211.74	75,967.62	911,611.0
41120 · Misc. Payroll Expenses	270.00	270.00	166.74	2,000.0
41125 · Employer SUIStaff	255.70	255.70	392.37	4,708.0
41130 · Retirement Plan401(a)	8,410.47	8,410.47	11,999.49	143,993.0
41132 · Pension PlanFPPA SWDB	10,157.20	10,157.20	14,734.74	176,816.0
41135 · Employer MedicareStaff	1,891.83	1,891.83	2,844.50	34,134.0
41140 · All Insurances & HSA Contrib.	48,582.32	48,582.32	37,278.87	447,346.0
41141 · Board Match-457(b) Plan	2,615.18	2,615.18	3,765.37	45,184:0
41142 · Fit/Wellness Allowance-Staff	0.00	0.00	2,750.00	33,000.0
41143 · Health InsurStaff Dependents	6,987.98	6,987.98	8,102.24	97,226.0
41144 · Benefits Contingency - PTO Cash	1,368.25	1,368.25	2,374.99	28,499.0
Total PERSONNEL - District Staff	214,808.66	214,808.66	275,457.30	3,305,481.0
ADMINISTRATION				
41149 · County Treasurer Fee	0.00	0.00	27,146.37	325,756.0
41150 · Employer Medicare-AVFD+	0.00	0.00	62.50	750.0
41155 · Employer Social SecurityAVFD+	336.18	336.18	833.37	10,000.
41160 · Employer SUI-AVFD+	0.00	0.00	29.24	350.
41180 · Employee Wellness & PeerSupport	0.00	0.00	1,250.00	15,000.
41208 · RFV Wildfire Collaborative	160.00	160.00	833.37	10,000.
41210 · Contr Labor/ Special Projects	0.00	0.00	1,666.74	20,000.
41211 · Supplies & Expenses	2,653.28	2,653.28	2,267.74	27,212.
41212 · Telephone Expense	3,235.17	3,235.17	3,333.37	40,000.
41214 · Info. Systems & Support	1,905.00	1,905.00	3,333.37	40,000.
41500 - Audit & Budget	0.00	0.00	1,833.37	22,000.
41510 · Insurance				
Gen Liability/Accident & Other	0.00	0.00	4,583.37	55,000.
Workers' Comp	8,599.58	8,599.58	9,166.74	110,000.
Total 41510 · Insurance	8,599.58	8,599.58	13,750.11	165,000.
41520 · Legal	0.00	0.00	2,500.00	30,000.
41770 · Equip Repair/Replace	234.72	234.72	416.74	5,000.
41810 · Election	0.00	0.00	1,541.74	18,500.
41820 · Staff Vehicle Expense	0.00	0.00	1,250.00	15,000.
41840 · Administrative	1,412.24	1,412.24	3,750.00	45,000.
41920 · Capital Outlay - Computers +	0.00	0.00	1,250.00	15,000.
Total ADMINISTRATION	18,536.17	18,536.17	67,048.03	804,568.
PERSONNEL - Volunteer Staff				
41860 · Vol. Fit/Wellness Allowance	0.00	0.00	4,125.00	49,500.
41861 · Volunteer Health Insur/HSA/HRA	28,247.43	28,247.43	24,330.74	291,968
41870 · Volunteer Health Screenings	0.00	0.00	125.00	1,500
41875 · LOSAP(Length-of-Service Awards)	0.00	0.00	3,333.37	40,000
41892 · Volunteer Incentive Programs	0.00	0.00	1,500.00	18,000.
Total PERSONNEL - Volunteer Staff	28,247.43	28,247.43	33,414.11	400,968

	Jan 23	Jan 23	YTD Budget	Annual Budget
FIRE FIGHTING				
42205 · Firefighters' Logistics/Support	864.53	864.53	2,083.37	25,000.00
42206 · Uniforms	12.91	12.91	2,000.00	24,000.00
42211 · Operational Supplies & Expenses	2,299.00	2,299.00	10,000.00	120,000.00
42212 · Rescue Supplies & Expenses	186.74	186.74	416.74	5,000.00
42213 · EMS Supplies & Expenses	6,239.25	6,239.25	1,250.00	15,000.00
42214 · Wildfire Supplies & Expenses	4,827.15	4,827.15	1,250.00	15,000.00
42220 - Pano Al Project	0.00	0.00	10,000.00	120,000.00
42300 · Fuel	0.00	0.00	2,083.37	25,000.00
42400 · Subscriptions & Dues	0.00	0.00	250.00	3,000.00
42402 · Honor Guard	130.00	130.00	416.74	5,000.00
Total FIRE FIGHTING	14,559.58	14,559.58	29,750.22	357,000.00
TRAINING				
44102 · EMS Training & Records	1,402.50	1,402.50	2,000.00	24,000.00
44103 · FF Training & Records	13,135.00	13,135.00	3,333.37	40,000.00
44105 · Career FF Training Compensation	328.79	328.79	3,333.37	40,000.00
44211 · Supplies & Expenses	1,612.38	1,612.38	1,000.00	12,000.00
Total TRAINING	16,478.67	16,478.67	9,666.74	116,000.00
FIRE PREVENTION				
43200 · Training	95.00	95.00	250.00	3,000.00
43211 · Supplies & Expenses	145.00	145.00	416.74	5,000.00
43212 · Public Fire Education	0.00	0.00	500.00	6,000.00
43213 · Outsourced Plans Checks	0.00	0.00	166.74	2,000.00
43214 · Advertising-Public Education	503.40	503.40	833.37	10,000.00
Total FIRE PREVENTION	743.40	743.40	2,166.85	26,000.00
COMMUNICATIONS				
45211 · Supplies & Expenses	135.00	135.00	333.37	4,000.00
45300 · Administration				
County Dispatch Services	0.00	0.00	5,000.00	60,000.00
County Radio Services	0.00	0.00	2,500.00	30,000.00
Total 45300 · Administration	0.00	0.00	7,500.00	90,000.00
45910 · Radio Capital Outlay	0.00	0.00	1,666.74	20,000.00
Total COMMUNICATIONS	135.00	135.00	9,500.11	114,000.00
REPAIR SERVICES (Fleet & Equip)		•		•
46200 · Pump & Equipment Testing	0.00	0.00	1,666.74	20,000.00
46211 · Supplies & Expenses & Parts	2,397.95	2,397.95	2,333.37	28,000.00
46212 · Out-source Maint& Repair	0.00	0.00	4,750.00	57,000.00
Total REPAIR SERVICES (Fleet & Equip)	2,397.95	2,397.95	8,750.11	105,000.00

Net Income

	Jan 23	Jan 23	YTD Budget	Annual Budget
STATIONS, BUILDINGS & GROUNDS				
Headquarters Station				
48209 · Alarm Monitoring and T&IHQ	0.00	0.00	145.87	1,750.00
48210 · Repairs & Maint Headquarters	125.00	125.00	1,666.74	20,000.00
48211 · Supplies & Exp Headquarters	939.21	939.21	1,000.00	12,000.00
48214 · Utilities - Headquarters	7,598.19	7,598.19	3,500.00	42,000.00
48215 · Cleaning - Headquarters	567.00	567.00	666.74	8,000.00
Total Headquarters Station	9,229.40	9,229.40	6,979.35	83,750.00
North 40 Station				
48299 · Residential Apartment -N40	0.00	0.00	41.74	500.00
48309 · Alarm Monitoring and T&IN40	0.00	0.00	100.00	1,200.00
48311 · Repairs & Maint. • North 40	8,849.54	8,849.54	1,833.37	22,000.00
48315 · Supplies & Expenses - North 40	860.50	860.50	833.37	10,000.00
48320 · Utilities - North 40	5,536.74	5,536.74	3,750.00	45,000.00
Total North 40 Station	15,246.78	15,246.78	6,558.48	78,700.00
Aspen Village Substation				
48016 · Supplies & Exp Aspen Village	0.00	0.00	62.50	750.00
48400 · Utilities - Aspen Village	1,115.67	1,115.67	583.37	7,000.00
48409 · Alarm Monitoring and T&I-AV	0.00	0.00	83.37	1,000.00
48410 · Repairs & Maint Aspen Village	730.00	730.00	250.00	3,000.00
Total Aspen Village Substation	1,845.67	1,845.67	979.24	11,750.00
Starwood Substation				
48411 · Tenants' Rent · Starwood	2,647.50	2,647.50	883.37	10,600.00
48412 · Utilities & Expenses - Starwood	1,630.64	1,630.64	833.37	10,000.00
Total Starwood Substation	4,278.14	4,278.14	1,716.74	20,600.00
Woody Creek Substation				
47299 · Residential ApartmentWC	0.00	0.00	41.74	500.00
47301 · Supplies & Exp Woody Creek	0.00	0.00	41.74	500.00
47302 · Utilities - Woody Creek	1,359.13	1,359.13	916.74	11,000.00
47309 · Alarm Monitoring and T&I-WC	0.00	0.00	83.37	1,000.00
47310 - Repairs & Maint Woody Creek	520.00	520.00	208.37	2,500.00
Total Woody Creek Substation	1,879.13	1,879.13	1,291.96	15,500.00
Total STATIONS, BUILDINGS & GROUNDS	32,479.12	32,479.12	17,525.77	210,300.00
TRANSFER TO OTHER FUNDS				
49502 · Transfer to CapAcquisition Fund	0.00	0.00	50,000.00	600,000.00
49503 · Transfer to Housing Fund	0.00	0.00	91,666.74	1,100,000.00
49507 · Xfer to Emergency Reserve Fund	0.00	0.00	4,166.74	50,000.00
49509 · Xfer to FPPA Annual Accrual Fnd	0.00	0.00	12,500.00	150,000.00
Total TRANSFER TO OTHER FUNDS	0.00	0.00	158,333.48	1,900,000.00
al Expense	328,385.98	328,385.98	611,612.72	7,339,317.00
·	-309,046.92	-309,046.92	-2.53	0.00

	Jan 23	Jan 23	YTD Budget	Annual Budget
Income				
CAPITAL ACQUISITION (Income)				
30075 · General Property Tax Allocation	0.00	0.00	50,000.00	600,000.00
30100 · Sale of Apparatus	0.00	0.00	833 37	10,000.00
60100 · Interest on Investments	1,366.03	1,366.03	416.74	5,000.00
Total CAPITAL ACQUISITION (Income)	1,366.03	1,366.03	51,250.11	615,000.00
Total Income	1,366.03	1,366.03	51,250.11	615,000.00
Gross Profit	1,366.03	1,366.03	51,250.11	615,000.00
Expense				
CAPITAL ACQ. Fund (Expenses)				
60110 · Cap. Outlay/Equipment/Projects				
replacement SCBA equipment	388,242.00	388,242.00	31,353.50	376,242.00
fire ext. training simulator	0.00	0.00	1,166.74	14,000.00
EV replacement for DFM truck	0.00	0.00	2,916.74	35,000.00
North 40 Stn asphalt resealing	0.00	0.00	833.37	10,000.00
61+62 station alerting systems	0.00	0.00	9,583.37	115,000.00
camera upgrades	0.00	0.00	985.12	11,821.00
Total 60110 · Cap. Outlay/Equipment/Projects	388,242.00	388,242.00	46,838.84	562,063.00
Total CAPITAL ACQ. Fund (Expenses)	388,242.00	388,242.00	46,838.84	562,063.00
Total Expense	388,242.00	388,242.00	46,838.84	562,063.00
Net Income	-386,875.97	-386,875.97	4,411.27	52,937.00

	Jan 23	Jan 23	YTD Budget	Annual Budget
Income				
WILDFIRE COMM. ACTION (Income)				
31575 · Contributions Received	5,193.90	5,193.90	16,666.74	200,000.00
31576 · Contributions (WCAF-Assigned)	100,000.00	100,000.00		
31590 · Interest on Investments	970.59	970.59	250.00	3,000.00
Total WILDFIRE COMM. ACTION (Income)	106,164.49	106,164.49	16,916.74	203,000.00
Total Income	106,164.49	106,164.49	16,916.74	203,000.00
Gross Profit	106,164.49	106,164.49	16,916.74	203,000.00
Expense				
WILDFIRE C.A. Fund (Expenses)				
80100 · Operating Expenses				
80101 · Administrative Expenses	350.00	350.00	208.37	2,500.00
80103 · Consultant Fees	0.00	0.00	2,083.37	25,000.00
80105 · Personnel				
Wages	5,288.43	5,288.43	7,638.87	91,666.00
Benefits	2,632.90	2,632.90	2,730.24	32,762.00
<b>Employer Taxes</b>	87.90	87.90	128.12	1,537.00
Total 80105 · Personnel	8,009.23	8,009.23	10,497.23	125,965.00
80109 · Marketing	0.00	0.00	500.00	6,000.00
80111 · Other / Unanticipated	0.00	0.00	291.74	3,500.00
Total 80100 · Operating Expenses	8,359.23	8,359.23	13,580.71	162,965.00
80200 · Project Expenses	0.00	0.00	8,333.37	100,000.00
Total WILDFIRE C.A. Fund (Expenses)	8,359.23	8,359.23	21,914.08	262,965.00
Total Expense	8,359.23	8,359.23	21,914.08	262,965.00
let Income	97,805.26	97,805.26	-4,997.34	-59,965.00

	Jan 23	Jan 23	YTD Budget	Annual Budget
Income				
<b>BOND DEBT SERVICE FUND (Income)</b>				
35100 · General Property Tax	0.00	0.00	89,379.75	1,072,557.00
35200 · Specific Ownership Taxes	0.00	0.00	3,333.37	40,000.00
35210 · Interest EarnedProp. Taxes	0.00	0.00	166.74	2,000.00
35250 · Interest on Investments	4,227.09	4,227.09	1,416.74	17,000.00
35700 · Delinquent Taxes	0.00	0.00	-83.37	-1,000.00
Total BOND DEBT SERVICE FUND (Income)	4,227.09	4,227.09	94,213.23	1,130,557.00
Total Income	4,227.09	4,227.09	94,213.23	1,130,557.00
Gross Profit	4,227.09	4,227.09	94,213.23	1,130,557.00
Expense				
BOND DEBT SERVICE Fund (Expns.)				
50005 · County Treasurer Fee	0.00	0.00	4,469.00	53,628.00
50010 · Interest Payments	0.00	0.00	0.00	138,075.00
50011 · Principal Payments	0.00	0.00	0.00	935,000.00
50020 · Fees & Expenses	0.00	0.00	183.37	2,200.00
Total BOND DEBT SERVICE Fund (Expns.)	0.00	0.00	4,652.37	1,128,903.00
Total Expense	0.00	0.00	4,652.37	1,128,903.00
Net Income	4,227.09	4,227.09	89,560.86	1,654.00

8:56 AM 02/09/23 Accrual Basis

	Jan 23	Jan 23	YTD Budget	Annual Budget
Income				
HOUSING (Income)				
31175 · General Property Tax Allocation	0.00	0.00	91,666.74	1,100,000.00
31190 · Interest on Investments	3,268.71	3,268.71	833.37	10,000.00
31195 · Fire Place—Total Income	0.00	0.00	20,405.00	244,860.00
Total HOUSING (Income)	3,268.71	3,268.71	112,905.11	1,354,860.00
Total Income	3,268.71	3,268.71	112,905.11	1,354,860.00
Gross Profit	3,268.71	3,268.71	112,905.11	1,354,860.00
Expense				
HOUSING Fund (Expenses)				
70100 · North 40 Project-Soft Costs				
Construction Mgmt. Services	12,734.63	12,734.63		
Total 70100 · North 40 Project-Soft Costs	12,734.63	12,734.63		
70201 · Fire Place—Total Expenses	0.00	0.00	9,623.75	115,485.00
70205 · Fire PlaceTransfer toReserves	0.00	0.00	9,817.50	117,810.00
70300 · FP COPs-Lease Payments				
70301 · Interest Payments	0.00	0.00	0.00	509,600.00
70302 · Principal Payments	0.00	0.00	0.00	585,000.00
Total 70300 · FP COPsLease Payments	0.00	0.00	0.00	1,094,600.00
Total HOUSING Fund (Expenses)	12,734.63	12,734.63	19,441.25	1,327,895.00
Total Expense	12,734.63	12,734.63	19,441.25	1,327,895.00
Net Income	-9,465.92	-9,465.92	93,463.86	26,965.00

Financial Reports

for Fire Place Housing

from the Romero Group

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2022 Year-End Balance Sheet and P&L for July-December 2022

(received 1/9/2023)

Note: Starting with January financials, the Romero Group will provide an actual vs. budget comparison on a monthly basis. Financials will be delivered by the 20<sup>th</sup> of the following month.

### --> Balance Sheet

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Properties: Aspen Fire Protection District - 62 Front Way Aspen, CO

As of: 12/31/2022
Accounting Basis: Accrual
Level of Detail: Detail View

Include Zero Balance GL Accounts: No

Account Number	Account Name ASSETS Cash	Balance
1150	Operating Checking	87,391
1160	Security Deposit Cash	500
	Total Cash	87,891
	OTHER CURRENT ASSETS	
1301	Accounts Receivable	7,274
1510	Prepaid Insurance	5,642
	Total OTHER CURRENT ASSETS	12,916
	TOTAL ASSETS	100,807
	LIABILITIES & CAPITAL Liabilities SECURITY DEPOSITS	
2101	Tenant Deposits	16,000
2104	Last Month's Rent	20,600
2106	Pet Damage Deposit	8,000
	Total SECURITY DEPOSITS	44,600
	CURRENT LIABILITIES	,
2201	Accounts Payable	5,907
	Total CURRENT LIABILITIES	5,907
	OTHER CURRENT LIABILITIES	,,,,
2301	Prepaid Assessments/Rent	12,300
	Total OTHER CURRENT LIABILITIES	12,300
	Total Liabilities	62,807
	Capital	
	Calculated Retained Earnings	37,999
	Total Capital	37,999
	TOTAL LIABILITIES & CAPITAL	100,807

Annual Budget - Comparative Exported On: 01/09/2023 10:57 AM

Properties: Aspen Fire Protection District - 62 Front Way Aspen, CO 81611

As of: Dec 2022

Additional Account Types: None
Accounting Basis: Accrual
Level of Detail: Detail View

<b>Account Number</b>	Account Name	YTD Actual
	Income	
4000	RENTAL	
4010	Rental Revenue	74,348
	Total RENTAL	74,348
4500	FEES	
4530	Application Fee Revenue	650
	Total FEES	650
4600	OTHER REVENUE	
4710	Operating Interest Revenue	1
	Total OTHER REVENUE	1
	Total Operating Income	74,999
	Expense	
6000	OFFICE & ADMINISTRATION EXPENSES	
6010	Office Supply & Admin	84
6025	Technology & Website	120
	<b>Total OFFICE &amp; ADMINISTRATION EXPENSES</b>	204
6050	PROFESSIONAL FEES	
6060	Tenant Screening	300
	Total PROFESSIONAL FEES	300
6100	MANAGEMENT SERVICES	
6110	Management Services - TRG	13,261
	Total MANAGEMENT SERVICES	13,261
6150	INSURANCE	
6155	Property/Building Insurance	5,642
	Total INSURANCE	5,642

6300	CLEANING & GENERAL MAINTENANCE	
6312	Unit Repair & Maintenance - TRG	112
6314	Contractor Warranty	342
6315	Repairs & Maintenance	455
6320	HVAC - Heat, Ventilation, Air - TRG	220
6340	Garage Repairs & Maintenance	205
6350	On-Call Services	1,800
	Total CLEANING & GENERAL MAINTENANCE	3,134
6400	LANDSCAPE & IRRIGATION	
6401	Landscaping & Irrigation - TRG	412
6402	Landscaping & Irrigation - OC	892
	Total LANDSCAPE & IRRIGATION	1,304
6850	UTILITIES	
6855	Electricity	2,910
6857	Garage Electricity	2,568
6865	Water	2,234
6866	Sewer	1,262
6870	Trash & Recycling	1,640
6882	Telephone-Fire AlarmMonitoring	2,540
	Total UTILITIES	13,155
•	Total Operating Expense	37,000
	Total Operating Income	74,999
	Total Operating Expense	37,000
I	NOI - Net Operating Income	37,999
	Total Income	74,999
	Total Expense	37,000
	Net Income	37,999

#### **RESOLUTION 2023-02-01**

A RESOLUTION OF THE ASPEN FIRE PROTECTION DISTRICT BOARD OF DIRECTORS TERMINATING THE DISTRICT'S LOCAL DISASTER EMERGENCY DECLARATION.

WHEREAS, the Aspen Fire Protection District, Pitkin County, Colorado (the "District"), is a duly organized, and validly existing special district, quasi-municipal corporation, and political subdivision of the State of Colorado (the "State") pursuant to Section 32-1-1002, Colorado Revised Statutes; and

WHEREAS, the World Health Organization declared the Novel Coronavirus/COVID-19 disease ("COVID-19") a global pandemic and the United States, State of Colorado, Pitkin County, City of Aspen, all declared states of emergency or local disaster emergencies; and

WHEREAS, pursuant to Section 24-33.5-709, Colorado Revised Statutes, the District Board by Resolution No. 2022-01-04 ratified and declared an extension of a local disaster emergency in order to activate the response and recovery aspects of any and all applicable local and interjurisdictional disaster emergency plans and to authorize the furnishing of aid and assistance under such plans; and

WHEREAS, conditions relating to the COVID-19 pandemic have improved to the extent that the virus has become endemic and all levels of government are terminating disaster declarations; and

WHEREAS, the Board of Directors of the Aspen Fire Protection District finds that it is no longer necessary to maintain a local disaster emergency.

NOW, THEREFORE, IT IS RESOLVED BY THE ASPEN FIRE PROTECTION DISTRICT BOARD OF DIRECTORS, THAT:

<u>Section 1.</u> The above recitals are hereby incorporated as findings by the Aspen Fire Protection District Board of Directors.

<u>Section 2.</u> The Board of Directors of the Aspen Fire Protection District hereby terminates the disaster declaration made and extended by Resolution No. 2022-01-04.

PASSED AND ADOPTED THIS 14<sup>TH</sup> DAY OF FEBRUARY 2023.

ATTEST:	John Ward, Board President
Nikki Lapin, Clerk	

ASPEN FIRE PROTECTION DISTRICT



## **OPERATIONAL RESPONSE REPORT:**

TOTAL CALLS FOR JANUARY	189
(100) Fire (i.e. structure, cooking fire, dumpster, wildland)	2
(200) Overpressure Rupture, Explosion, Overheat (No Fire) (i.e. rupture from steam, overpressure rupture from air or gas, chemical reaction, explosion, excessive heat/scorch burns)	2
(300) Rescue & Emergency Medical (i.e. medical assist, vehicle accidents, removal from elevator, extrications, water/ice rescue)	38
(400) Hazardous Condition (i.e. gas leak, chemical spill, electrical/wiring problem, carbon monoxide, aircraft standby, vehicle accident clean up)	6
(500) Service Call (i.e. smoke/odor removal, assist other agency, person in distress, water problem, animal problem)	10
(600) Good Intent Call (i.e. dispatched and cancelled enroute, authorized controlled burning, steam/vapor/dust thought to be smoke, hazmat release with no hazmat)	68
(700) False Alarm, False Call (i.e. alarms due to malfunction, unintentional alarms, pull station alarm activated maliciously or by accident)	63
(800) Severe Weather & Natural Disaster (i.e. flood, windstorm, lighting strike with no fire, earthquake)	0
(900) Special Incident Type (calls mistakenly paged out, informational pages, alarm tests)	0



## Training Report (Report #1625)

Type of Class	# Classes	Total Class Hours	Total # Members Attended	Total Combined Member Hours
In House - Aerial Ops	1	1:00	3	3:00
In House - DO Driving	1	1:00	3	3:00
In House – DO Pumping				
In House - EMS	3	6:00	25	50:00
In House – Fire Officer / Command				
In House - Firefighter	6	16:30	43	126:00
In House – Monthly Training	2	6:00	6	18:00
In House – Tech Rescue				
In House – Wildland FF	1	1:30	3	4:30
Miscellaneous	3	4:30	3	4:30
Outside Training	1	1:00	6	6:00
TOTAL	18	37:30	92	215:00



The January fire training was the required annual SCBA recertification for all hot zone firefighters and the medical training was High Performance CPR and Basic Cardiology





The February fire training will be on Hotel/High Rise Firefighting considerations. The medical training will be Splinting and Bandaging

The Recruit Class of 2023 have started their instruction through the Rifle CMC program. Due to the large number of participants from Aspen and Roaring Fork Fire most of the classes are being held in Carbondale rather than in Rifle. As they get into their practical exercise days, they will be going to Dotsero and Rifle as well to work at those training towers. The Aspen Fire recruits make up 3 of the 4 "officer" positions in the class engine teams. They are having a great time and the reports coming back from the instructors are very encouraging. Two members of the initial group had family/work issues that came up that precluded them from attending the Rifle course and are continuing to work through their task books here until the fall Carbondale CMC class where they will be part of the first group in that program.

We have a large number of firefighters who are advancing themselves through multiple outside training programs. Here is listing of the classes that we have firefighters enrolled in over the next few months:

- EKG interpretation 2 firefighters
- IV certification = 3 more firefighters (2 week class) 3 recently graduated
- Anatomy & Physiology = 1 firefighter, 1 Lieutenant (4 month class)
- Biology = 1 firefighter (4 month class)
- Fire Officer I = 3 firefighters, 1 Lieutenant
- Fire Instructor I 1 firefighter
- Roaring Fork Leadership 1 Battalion Chief (9 month class)
- Our Community Listens 1 firefighter



- Colorado Public Manager 1 firefighter (1 year class)
- Public Safety Leadership Development 1 Battalion Chief (2 week class)

## **Wildfire Report**

45-80-100-100-100-100-100-100-100-100-100-	# Completed for Month	Year-to-date	
Wildfire Risk Assessments	0	67	
Wildfire Risk Map Curbside Assessments	0	1967	

## **Fire Marshal Report**

# Plan Reviews	# Inspections	# Site Visits	Fire & Life Safety	Fire Investigations	Fire Education Outreach
30	25	34	2		1

- Fire education & outreach: Ben conducted a tour of the Wheeler Opera House with the AShift, and they had a great tour. The prevention firefighters are working on pre-planning the Wheeler. B and C Shift will be doing the Wheeler tour in February.
- Ben is continuing his outreach to the schools, and is proving to be a very valuable resource and liaison for them. Ben deserves kudos for everything he has done, and the school as well for bringing him in their discussions and planning.
- We did our regular walk-thru/inspections for X-Games with the building department officials. In addition, Ben did another site visit with the Vail Fire Marshal and Deputy Fire Marshal. They had asked about coming over to see how we deal with large events. Per Ben, they were very appreciative of seeing how our inspections are done for these large scale events. I look forward to us having the same opportunity to make a visit to Vail so we can observe how they deal with things.
- Among upcoming, larger events we have:
  - The Palm Tree Festival, which is a Belly Up concert event. A fireworks permit has been issued for their stage pyrotechnics show. We will be conducting an inspection once everything is set up for that one. The event is happening at the Rio Grande Park February 24.
  - Aspen World Cup is happening March 3-5. There have been the usual planning meetings for this event.
- We had our first quarterly meeting of the Roaring Fork Valley Fire Marshals, to discuss concerns, share information, brainstorm, etc. Our agenda hit the highlights of a few of the issues with which we all deal:



- Sprinkler system antifreeze status,
- o Electric vehicle charging stations,
- o Care & feeding of single- and double-wide manufactured homes, including inspections & sprinkler systems,
- o Trainings,
- o Joint fire investigations,
- o Inspections of food trucks,
- o Fire Marshal's Association of Colorado

## **MISCELLANEOUS:**



# Rescue Gear Dunated TO UKRAINE



# KREMENTIS UKRAINE Fine Chief







Strategic Plan Completions					Status:
Objectives	Critical	Short	Mid	Long	
Identify Knowledge, Skills, & Abilities & Create Policy		12mo			Complete
Create Officer's Qualification Training Program			18mo		Complete
Review/Revise Officer Selection Program			18mo		Complete
Update Organizational Chart	3 mo				Complete
Define Chain-of-Command Structure		6то			Complete
Develop Command Structure and COC Training Program			18mo		Complete
Review/Update Volunteer Job Descriptions		12mo			Complete
Review/Update Career Job Descriptions		12mo			Complete
Review/Update Administrative/Prevention Job Descriptions		12mo			Complete
Develop Evaluation/Appraisal Program for All Personnel			24mo		Complete
Update Community Outreach Education Program			18mo		In progress
Review/Update Wildfire Mitigation Assessment Program			30mo		Complete
Revise Seasonal Staffing Program		3mo			Complete
Develop First 48 Incident Action Plan		6mo			Complete
Develop Out-of-District Response Program			24mo		Complete
Create Firefighter Training Matrix			18mo		Complete
Identify Firefighter Knowledge, Skills, & Abilities & Create Policy		12mo			Complete
Develop Programs For At-Risk Groups			24mo		
Review/Revise School Education Program			24mo		In progress
Develop Life-Safety Educational Program			24mo		In progress
Develop Community Risk Reduction Program			24mo		In progress
Evaluate EMS Equipment/Supplies		12mo			Complete
Evaluate EMS Response Policy			18mo		Complete
Review/Revise Internal EMS Training Program			24mo		Complete
Conduct EMS Gap Analysis			24mo		Complete
Develop Internal EMS Team		12mo			Complete
Develop Peer Support Program			24mo		In Progress
Develop Cancer Prevention Initiative			24mo		In Progress
Create Health and Wellness Committee			24mo		In Progress
Identify Fitness/Wellness Partners			24mo		In progress
Perform Gan Analysis for Occupational Physical Standards				36mo	In Progress

Danielan Americal Employee Horstonian Drotonal		24mo		In Propress
15	1200			Complete
Develop Functional Physical Fitness Program	TTILLO	6		Complete
Evaluate/Enhance Mental Health Program		18mo		Complete
Develop Apparatus/Support Vehicle Replacement Criteria		24mo		In progress
Review/Revise Apparatus Truck-Check Program	12mo			Complete
Develop Maintenance Reporting Program	12mo			Complete
Identify Long-Term Maintenance Needs			60mo	In Progress
Develop Facility Master Plan		24mo		In Progress
Identify Property Manager Needs for Internal Housing Project	12mo			Complete
Develop a Small Equipment Inventory Schedule		18mo		In progress
Develop a Small Equipment Maintenance Plan		18mo		In progress
Develop an IT Inventory Schedule	12mo			Complete
Evaluate Staffing Needs for IT Services		24mo		Complete
Evaluate Internal/External Communications Equipment Needs		24mo		In Progress
Conduct Salary Survey for All Positions	12mo			Complete
Develop Recruitment/Retention Analysis		18mo		In Progress
Consider Options for Implementing Fire Explorer Post Program	12mo			Complete
Define Support Roles, Responsibilities, and Workflows (Administrative)		24mo		In Progress
Conduct Needs Assessment for Administration, Prevention, and Support Services		30mo		In Progress
Identify Shared Administrative Service Opportunities			60mo	
Define Operational Roles, Responsibilities, and Workflows (Operational)		24mo		Complete
Evaluate Operational Needs Based on Standards of Cover		36mo		In Progress
Conduct Volunteer Firefighter Optimization Study	12mo			In Progress
Evaluate Local/Regional Training Opportunities	12mo			Complete
Increase Participation in Local and Regional Incident Management Teams	еше еше			Complete
Explore Service Delivery Options with Aspen Ambulance District	12mo			Complete
Evaluate Service Delivery Options			60mo	
Evaluate Regional Special Team Participation			60mo	
Review/Enhance Mutual and Auto-Aid Agreements	12mo			Complete
Define Statutory Requirements		18mo		Complete
Identify Community Needs/Expectations	H	24mo		In Progress
Identify Organizational Needs/Expectations		24mo		In Progress
Identify Available Fireground Incident Command System Models	12mo			Complete
Develor Training Program for the use of ICS		24mo		In Progress

Identify Future Organizational Needs/Expectations (ICS)		24mo		In Progress
Develop Internal Communications Plan	6mo			Complete
Develop External Communications Plan	12mo			Complete
Establish Media Relations Protocol	12mo			Complete
Perform Community Risk Assessment (COMBINE WITH SOC)			48mo	In Progress
Conduct a Standards-of-Cover Assessment (Duplicate Proposal - IMPORTANT!)			24mo	In Progress
Review/Revise Current SOPs/SOGs		24mo		In Progress
Develop Training Policies, Procedures, and Guidelines			36mo	In Progress
Create Training Manual			60mo	In Progress
List Advantages of Current Volunteer Organizational Structure		18mo		In Progress
List Advantages of Current Career Organizational Structure		18mo		In Progress
Define Advantages of Combination Organization Model		30mo		In Progress
Perform Cost-Benefit Analysis			36mo	In Progress



FS Agreement No. 23-MU-11021500-004

Cooperator Agreement No.

## MEMORANDUM OF UNDERSTANDING

Between

**PITKIN COUNTY** 

AND

**EAGLE COUNTY** 

AND

**GARFIELD COUNTY** 

AND

**GUNNISON COUNTY** 

AND

THE CITY OF ASPEN

AND

THE TOWN OF SNOWMASS VILLAGE

AND

THE TOWN OF BASALT

AND

THE TOWN OF CARBONDALE

AND

THE CITY OF GLENWOOD SPRINGS

AND

THE TOWN OF MARBLE

AND

ASPEN FIRE PROTECTION DISTRICT

AND

ROARING FORK FIRE RESCUE AUTHORITY

AND

CARBONDALE AND RURAL FIRE PROTECTION DISTRICT

AND

GLENWOOD SPRINGS RURAL FIRE PROTECTION DISTRICT

AND

**COLORADO STATE FOREST SERVICE** 

**AND** 

**COLORADO PARKS AND WILDLIFE** 

AND

USDI, BUREAU OF LAND MANAGEMENT, COLORADO RIVER VALLEY FIELD OFFICE, UPPER COLORADO RIVER DISTRICT

**And The** 

**USDA, FOREST SERVICE** 

WHITE RIVER NATIONAL FOREST, ASPEN-SOPRIS RANGER DISTRICT

UAS

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Pitkin County, Eagle County, Garfield County, Gunnison County, The City of Aspen, The Town of Snowmass Village, The Town of Basalt, The Town of Carbondale, The City of Glenwood Springs, Aspen Fire Protection District, Roaring Fork Fire Rescue Authority, Carbondale and Rural Fire Protection District, Glenwood Springs Rural Fire Protection District, Colorado State Forest Service, Colorado Parks and Wildlife, and The Bureau of Land Management Colorado River Field Office, hereinafter referred to as "Parties, Members, or Cooperators," and the United States Department of Agriculture (USDA), Forest Service, White River National Forest, Aspen-Sopris Ranger District, hereinafter referred to as the "U.S. Forest Service."

<u>Background</u>: The Roaring Fork Valley Wildfire Collaborative works to empower all people to take action to reduce risk in their communities to protect people, property, and places from wildfire loss. The Parties recognize, accept, and respect the differences in missions, goals, and objectives of each other. However, wildfire does not recognize or respect jurisdictional boundaries. The Parties therefore will work collaboratively and in a coordinated fashion to achieve the shared goals and objectives of the MOU.

Title: Roaring Fork Valley Wildfire Collaborative

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to establish the Collaborative as an informal, unincorporated collaborative organization, in which the members set mutual goals and priorities, utilize existing forest management tools and legal authorities, and align their decisions on where to make the investments needed to achieve the mission and objectives set forth for the Roaring Fork Valley Wildfire Collaborative and in accordance with the following provisions.

### II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Roaring Fork Valley Wildfire Collaborative works to reduce wildfire risk by identifying, prioritizing, and implementing strategic cross-boundary plans and projects aimed at creating fire resilient landscapes and fire-adapted communities while focusing on community engagement, education, and inclusion.

In entering into this MOU, the Cooperators and the U.S. Forest Service recognize that the parties share certain common interests and goals, which include the following:

- Meaningful and ongoing engagement of stakeholders located in the forest and downstream in the development of strategies to achieve the outcomes and foster support for the implementation of those strategies.
- A regional network of resilient forests that are better able to absorb and recover from current and future stressors and disturbances.
- A collaboratively developed and supported fire management strategy



- (wildland and prescribed) so that wildfires are safely and effectively extinguished when and where needed, but also in the right circumstances, permits wildland fire to be more flexibly managed in order to reduce future risks to life, property, and wildlife habitat.
- Resilient landscapes that support water quality and quantity needs, habitat for robust and healthy flora and fauna, livestock grazing, as well as recreation opportunities for residents and visitors to enjoy now and in the future.
- Active management to enhance forest health and reduce wildfire risk based on the best available data and contemporary science to inform the development and application of on-the-ground activities including landscape scale and cross boundary projects where needed. This includes the use of the best available science that will help stakeholders understand how a changing climate will impact our landscapes and ecosystems, while also looking for opportunities to improve understanding through local research.
- Promoting the personal responsibility of residents who live in wildfire
  risk areas to prepare as follows: homes are built or improved to best
  resist wildfire, defensible space around homes is created and
  maintained, insurance policies are regularly updated, emergency alerts
  are receivable and acted upon, evacuation plans are learned and
  understood, community mitigation initiatives are engaged in and are
  sought

To accomplish the above goals, each party commits to:

- Work within their own statutory and regulatory authorities, including planning and decision-making requirements where applicable.
- Collaborate and coordinate to implement this MOU to achieve the mission and objectives expressed herein.

In consideration of the above premises, the parties agree as follows:

## **III.THE COOPERATORS SHALL:**

- A. Provide a liaison to link the parties of this MOU together.
- B. Coordinate with the U.S. Forest Service, non-profit organizations, for-profit organizations, institutions of higher education, federal, state, local, and Native American tribe governments, and individuals.

#### IV. THE COOPERATORS SHALL:

(For Non-Profits and Non-Governmental Organizations Only)

A. Provide a liaison to link the parties of this MOU together.



- B. Coordinate with the U.S. Forest Service, non-profit organizations, for-profit organizations, institutions of higher education, federal, state, local, and Native American tribe governments, and individuals.
- C. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Cooperators acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If Cooperators fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Cooperators has expended in violation of sections 433 and 434.

#### V. THE U.S. FOREST SERVICE SHALL:

- A. Provide a liaison to link the parties of this MOU together.
- B. Ensure that all planning and site-based data collection activities comply with forest plans, National Environmental Policy Act (NEPA) documents, and all applicable laws and regulations.
- C. Coordinate with the Parties to this MOU, non-profit organizations, for-profit organizations, institutions of higher education, federal, state, local, and Native American tribe governments, and individuals.
- D. Execute necessary instrument(s) to allow Cooperator(s) to complete mutually agreed to activities and projects on National Forest System lands, which includes but is not limited to, providing Cooperator(s) and its agents access to federal lands to perform project implementation, maintenance, and monitoring activities at project sites.
- E. Following completion of project implementation and the achievement of all required performance standards for given sites, act as the long-term steward of project sites, conducting any required maintenance.

## VI. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. The Parties recognize, accept, and respect the differences in missions, goals, and objectives of each other. However, wildfire does not recognize or respect jurisdictional boundaries. The Parties therefore agree to work collaboratively and in a coordinated fashion to achieve the mission and objectives sought and described in this MOU.
- B. The Parties acknowledge that any Party to this MOU may participate in local activities or implement decisions related to forestry management as part of their site-specific obligations, responsibilities, and authorities. This MOU is not meant to supplant any Party's discretionary authority to make decisions about forest management or wildfire response associated with their individual jurisdictions.
- C. This MOU is non-binding and does not obligate any funds of the Parties. As funding and resources are available and authorized (as determined in each Party's sole discretion), the Parties will provide technical, human, and/or financial support to the Partnership under an appropriate authority, as applicable, and by separate instrument(s).
- D. <u>PRINCIPAL CONTACTS</u>. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

## **Principal Cooperator Contacts:**

Pitkin County Program Contact	Pitkin County Administrative Contact
Valerie MacDonald	Valerie MacDonald
530 Main Street	530 Main Street
Aspen, CO 81611	Aspen, CO 81611
Telephone: 970-379-6748	Telephone: 970-379-6748
Email:	Email:
valerie.macdonald@pitkinsheriff.com	valerie.macdonald@pitkinsheriff.com

<b>Eagle County Program Contact</b>	Eagle County Administrative Contact
Eric Lovgren	Anna Earl
PO Box 850	PO Box 850
Eagle, CO 81631	Eagle, CO 81631
Telephone: 970-471-2288	Telephone: 970-328-3514
Email: eric.lovgren@eaglecounty.us	Email: anna.earl@eaglecounty.us
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Garfield County Program Contact	Garfield County Administrative Contact
John Martin	Bentley Henderson
Garfield County Commissioner	Deputy County Manager
108 8th Street, Suite 101	108 8th Street, Suite 101
Glenwood Springs, CO 81601	Glenwood Springs, CO 81601
Telephone: 970-309-2362	Telephone: 970-456-8160
Email: jmartin@garfield-county.com	Email: bhenderson@garfield-county.com

<b>Gunnison County Program Contact</b>	Gunnison County Admin. Contact
Scott Morill	Jonathan Houck
200 E. Virginia Ave	200 E. Virginia Ave
Gunnison, CO 81230	Gunnison, CO 81230
Telephone: 970-275-1370	Telephone: 970-641-0248
Email: smorrill@gunnisoncounty.org	Email: jhouck@gunnisoncounty.org

City of Aspen Program Contact	City of Aspen Administrative Contact
John Spiess	Teresa Hackbarth
585 Cemetery Lane	585 Cemetery Lane
Aspen, CO 81611	Aspen, CO 81611
Telephone: 970-429-2028	Telephone: 970-429-2028
Email: john.spiess@aspen.gov	Email: teresa.hackbarth@aspen.gov

Town of Snowmass Village	Town of Snowmass Village
Program Contact	Administrative Contact
Greg LeBlanc	Barb Peckler
130 Kearns Rd	130 Kearns Rd
Snowmass Village, CO 81615	Snowmass Village, CO 81615
Telephone: 970-922-2275	Telephone: 970-923-3777
Email: gleblanc@tosv.com	Email: bpeckler@tosv.com
	-



Ryan Mahoney	Dyon Mohonov
	Ryan Mahoney
101 Midland Avenue	101 Midland Avenue
Basalt, CO 81621	Basalt, CO 81621
Telephone: 970-279-4378	Telephone: 970-279-4378
Email: ryan.mahoney@basalt.net	Email: ryan.mahoney@basalt.net

Lauren Gister
511 Colorado Avenue
Carbondale, CO 81623
Геlephone: 970-510-1217
Email: lgister@carbondaleco.net
I

City of Glenwood Springs
Administrative Contact
Mina Bolton
101 W 8th Street
Glenwood Springs, CO 81601
Telephone: 970-384-6436
Email: mina.bolton@cogs.us

Town of Marble Program Contact	Town of Marble Administrative Contact
Ron Leach	Ron Leach
322 West Park Street	322 West Park Street
Marble, CO 81623	Marble, CO 81623
Telephone: 970-963-1938	Telephone: 970-963-1938
Email: leach@townofmarble.com	Email: leach@townofmarble.com

Aspen Fire Protection District
Administrative Contact
Nikki Lapin
420 E. Hopkins
Aspen, CO 81611
Telephone: 970-925-5532
Email: nikki.lapin@aspenfire.com

Roaring Fork Fire Rescue Authority
Administrative Contact
Jennifer Diamond
1089 JW Drive
Carbondale, CO 81623
Telephone: 970-309-9119
Email:jdiamond@roaringforkfire.org

Carbondale and Rural Fire Protection	Carbondale and Rural Fire Protection
District Program Contact	District Administrative Contact
Rob Goodwin	Jenny Cutright
300 Meadowood Drive	300 Meadowood Drive
Carbondale, CO 81623	Carbondale, CO 81623
Telephone: 970-963-2491	Telephone: 970-963-2491
Email: rgoodwin@carbondalefire.org	Email: cutright@carbondalefire.org
III II	10.5

Glenwood Springs Rural Fire	Glenwood Springs Rural Fire Protection
<b>Protection District Contact</b>	District Administrative Contact
Gary Tillotson	Mina Bolton
101 W 8th Street	101 W 8th Street
Glenwood Springs, CO 81601	Glenwood Springs, CO 81601
Telephone: 970-384-6480	Telephone: 970-384-6436
Email: gary.tillotson@cogs.us	Email:mina.bolton@cogs.us



Colorado State Forest Service	Colorado State Forest Service
Program Contact	Administrative Contact
Kamie Long	Scott Woods
3170 B ½ Road	9769 W 119th Drive, Suite 12
Grand Junction, CO 81503	Broomfield, CO 80021
Telephone: 970-248-7325	Telephone: 303-404-9057
Email: kamie.long@colostate.edu	Email:scott.woods@colostate.edu

Colorado Parks and Wildlife	Colorado Parks and Wildlife
Program Contact	Administrative Contact
Darren Chacon	Darren Chacon
0088 Wildlife Way	0088 Wildlife Way
Glenwood Springs, CO 81601	Glenwood Springs, CO 81601
Telephone: 970-948-3405	Telephone: 970-948-3405
Email: darren.chacon@state.co.us	Email: darren.chacon@state.co.us

Bureau of Land Management, Colorado River Valley Field Office Program Contact	Bureau of Land Management, Colorado River Valley Field Office Administrative Contact
Chad Sewell	Larry Sandoval
2300 River Frontage Road	2300 River Frontage Road
Silt, CO 81652	Silt, CO 81652
Telephone: 970-876-9030	Telephone: 970-876-9002
Email: csewell@blm.gov	Email: lsandoval@blm.gov
Email: csewell@blm.gov	Email: Isandoval@blm.gov

## **Principal U.S. Forest Service Contacts:**

U.S. Forest Service	U.S. Forest Service
Program Manager Contact	Administrative Contact
Kevin Warner, District Ranger	Alex Specht, Grants Management Specialist
620 Main Street	900 Grand Ave
Carbondale, CO 81623	Glenwood Springs, CO 81601
Telephone: 970-404-3157	Telephone: 605-515-8812
Email: kevin.warner@usda.gov	Email: alex.specht@usda.gov
Clark Woolley, Partnership Coordinator 900 Grand Avenue Glenwood Springs, CO Telephone: 970-948-9803 Email: clark.woolley@usda.gov	



E. <u>NOTICES</u>. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cooperators is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Cooperators, at Cooperator's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- F. <u>PARTICIPATION IN SIMILAR ACTIVITIES</u>. This MOU in no way restricts the U.S. Forest Service or Cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. <u>ENDORSEMENT</u>. Any of Cooperator's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperators' products or activities.
- H. <u>NONBINDING AGREEMENT</u>. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.



Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- I. <u>USE OF U.S. FOREST SERVICE INSIGNIA</u>. In order for Cooperators to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- J. <u>MEMBERS OF U.S. CONGRESS</u>. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- K. <u>FREEDOM OF INFORMATION ACT (FOIA)</u>. Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- L. <u>TEXT MESSAGING WHILE DRIVING</u>. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- M. <u>TERMINATION</u>. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- N. <u>DEBARMENT AND SUSPENSION.</u> Cooperators shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Cooperators or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- O. <u>MODIFICATIONS</u>. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being



performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

- P. <u>COMMENCEMENT/EXPIRATION DATE</u>. This MOU is executed as of the date of the last signature and is effective through November 15, 2027 at which time it will expire.
- Q. <u>AUTHORIZED REPRESENTATIVES</u>. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

Patti Clapper

Dec-01-2022

PATTI CLAPPER, BOCC Chair Pitkin County, Colorado



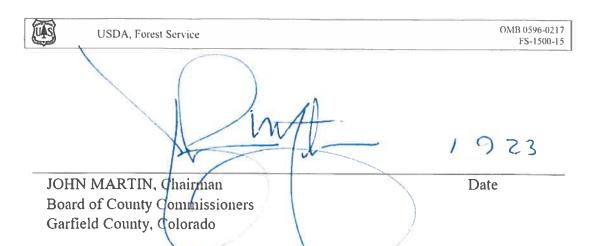
USDA, Forest Service

OMB 0596-0217 FS-1500-15

Jeanne McQuency

11/29/2022

JEANNE MCQUEENEY, BOCC Chair Eagle County, Colorado





JONATHAN HOUCK, BOCC Chair Gunnison County, Colorado



USDA, Forest Service

OMB 0596-0217 FS-1500-15

-DocuSigned by:

12/1/2022 | 12:37:44 PM PST

Sara G. Off
2DA4D214EE1942B

SARA OTT, City Manager The City of Aspen, Colorado

Gate A George

Digitally signed by Clinton M. Kinney Date: 2022.11.14 17:50:08 -07'00'

CLINT KINNEY, Town Manager

Date

The Town of Snowmass Village, Colorado



RYAN MAHONEY. Town Manager

The Town of Basalt, Colorado

11-9-2022 Date



BEN BOHMFALK, Mayor

The Town of Carbondale, Colorado



Por Socies

11/15/2022

JONATHAN GODES, Mayor The City of Glenwood Springs, Colorado



RYAN VINCIGUERRA, Mayor The Town of Marble, Colorado 12/2/22



KICK BALENTING Tire Chief Aspen Fire Protection District 18 Nuv 22 Date UAS

# Scott Thompson Digitally signed by Scott Thompson Date: 2022.11.09 08:51:50 -07'00'

SCOTT THOMPSON, Fire Chief Roaring Fork Fire Rescue Authority

14/4/2022 Date



ROB GOODWIN, Fire Chief

Carbondale and Rural Fire Protection District

Page 25 of 30



ory fillotion

2022.11.09 16:49:55 -07'00'

GARY TILLOTSON, Fire Chief Glenwood Springs Rural Fire Protection District



DARREN CHACON

Assistant Area Wildlife Manager Area 8

Colorado Parks and Wildlife



## Ron Cousineau

Digitally signed by Ron Cousineau Date: 2022.11.18 09:45:23 -07'00'

Date

RON COUSINEAU Northwest Colorado Area Manager Colorado State Forest Service



LARRY SANDOVAL Digitally signed by LARRY SANDOVAL Date: 2022.11.21 07:58:49 -07'00'

LARRY SANDOVAL, Field Manager Bureau of Land Management Colorado River Valley Field Office

## SCOTT FITZWILLIAMS

Digitally signed by SCOTT FITZWILLIAMS Date: 2022.12.13 10:29:56 -07'00'

SCOTT G. FITZWILLIAMS, Forest Supervisor U.S. Forest Service, White River National Forest

Date

The authority and format of this agreement have been reviewed and approved for signature.

# AMANDA MARR Digitally signed by AMANDA MARR Date: 2022.11.07 15:58:13 -07'00'

**AMANDA MARR** 

Date

U.S. Forest Service, Grants Management Specialist

#### **Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

ASPEN Institute/ (RFUWC) MOU



## Fiscal Sponsorship and Collaboration Agreement

#### As Between

Aspen Institute Energy and Environment Program and the Roaring Fork Valley Wildfire Collaborative

This Agreement is between the Aspen Institute Energy and Environment Program ("Institute" or "Fiscal Sponsor") and the Roaring Fork Valley Wildfire Collaborative ("The Collaborative" or "RFVWC" or the "Sponsored Organization") (and collectively, the Parties), who hereby agree to enter into a fiscal sponsorship and collaboration agreement ("Agreement") whereby the Institute shall act as fiscal sponsor for the RFVWC as RFVWC seeks to obtain its own 501(c)3 tax exempt status while also allowing the Parties to collaborate on strategic plans and projects aimed at creating fire resilient landscapes and fire-adapted communities.

Whereas, the Energy and Environment Program ("EEP") is a program of the Aspen Institute that addresses critical energy, environmental, and climate change issues through non-partisan, non-ideological convenings and policy initiatives that seek to reverse climate change; and

Whereas, RFVWC works to reduce wildfire risk by identifying, prioritizing, and implementing strategic cross-boundary plans and projects aimed at creating fire resilient landscapes and fire-adapted communities while focusing on community engagement, education, and inclusion; and

Whereas, the Institute is a Colorado 501(c)(3) nonprofit organization and RFVWC is a newly formed organization, with the intent to be a registered Colorado entity that seeks to apply for and obtain its own 501(c)(3) tax exempt status.

Therefore, the Parties agree to enter into this Agreement to (1) permit the Institute to act as fiscal sponsor of RFVWC until such time as RFVWC's 501(c)(3) status is granted by the Internal Revenue Service, (2) collaborate on strategic cross-boundary plans and projects, prioritized by the RFVWC, aimed at creating fire resilient landscapes and fire-adapted communities, and (3)

Commented [LJ I]: Understand not currently registered but I assume this will be a Colorado organization?

the Institute shall be responsible for the management and daily supervision of one individual, hired with recommendation of the RFVWC, to help support the collaboration. As such, the Parties agree as follows:

### 1. FISCAL SPONSORSHIP, FUNDING AND EXPENSES

- a. The Institute is a Colorado nonprofit corporation, tax exempt under Internal Revenue Code Section 501(c)(3). The Institute's charitable purpose and mission is to drive change through dialogue, leadership and action to help solve the most important challenges facing the United States and the world. The Institute enters into this Agreement to further this tax- exempt purpose.
- b. Until such time as RFVWC obtains its Internal Revenue Code Section 501(c)(3) tax-exempt status, RFVWC needs a fiscal sponsor to receive grants, tax-deductible contributions, and other revenues on its behalf for use in carrying out their objectives. RFVWC desires that the Institute serve as its fiscal sponsor, and the Institute is willing to do so and is committed to working with RFVWC on this collaboration.
- c. The following persons are authorized to represent RFVWC:

Chairs: Ali Hager, Rick Balentine

Vice Chair: Ryan Mahoney

Treasurer: Eric Lovgren

Secretary: Gary Tillotsen, Mina Bolton

Commented [LJ2]: Added from your comment

RFVWC may change its representatives with prior written notice to the Institute.

Greg Gershuny, Executive Director of the Institute's Energy & Environment

Program, or his designee, is authorized to represent the Institute for the

purposes of working on this collaboration. Additionally, Dan Porterfield,

President and CEO, Elliot Gerson, Executive Vice President Policies & Programs

and Andrew Axlerod, Executive Vice President Finance and Enterprise Business Development are authorized to represent the Institute.

- d. The Institute will initially receive and administer funds that the Institute and RFVWC will use to carry out their objectives ("Collaboration" and "Collaboration Funds"). The Institute will send all required acknowledgments to donors of taxdeductible contributions and will submit all required grant reports. The Institute will include Collaboration Funds on all required reporting and tax returns. RFVWC will assist the Institute by providing the information and reports that the Institute requests.
- e. For any funds already raised and in hand by one of the RFVWC member organizations for this purpose, RFVWC, in collaboration with Eagle County Wildfire Collaborative, shall ensure the funds are reassigned or reissued to the Institute with approval of the prime grantor/funders and appropriate transparency. Upon receipt by the Institute of such funds, the Institute shall be responsible for all reporting, etc. as required under the prime grant, if any.
- f. The Parties intend that funds raised for the Collaboration shall be deposited into a designated account at the Institute under the Institute's 501(c)(3) status. All funds raised to support the Collaboration will be used exclusively for approved expenses as detailed in the budget the Parties will jointly create and will not be diverted to other uses. If, upon the issuance of RFVWC's 501(c)(3) tax-exempt status, there are Collaboration Funds unobligated and unspent at the conclusion of the Agreement, the Institute shall re-grant appropriate Collaboration Funds, as permissible under the terms of the respective grant and/or upon approval of the grantor, minus a 4% (four percent) fee deducted from all re-granted Collaboration Funds by the Institute, to RFCWC's 501(c)(3) tax-exempt organization within 60 (sixty) calendar days following the final day of the

Agreement terms. The re-granting fee and any fees charged by the Institute under its standard operating procedures are subject to change based on decisions by Aspen Institute senior management and Board of Trustees.

- g. For the term of this MOU (and any renewal periods agreed to by the parties), to cover staff time and expertise to support the Collaboration, EEP will retain the following percentage of the Collaboration funds and the remaining will be regranted to RFVWC:
  - i. 0% on the first \$200k raised, 5% of the next 200-500k raised, and 2% of anything above 500k
- h. The Institute will maintain Collaboration Funds in one or more bank accounts and will keep and maintain accurate, complete, and separate Project records in accordance with generally accepted accounting principles. The Institute will prepare a quarterly financial statement of the Collaboration Funds and related expenses which shall be shared with RFVWC on a quarterly basis.
- i. At all times during the term of this Agreement, the Collaboration shall be considered a project of the Institute, albeit in collaboration with RFVWC. As such, the Board of Directors of the Aspen Institute has the final authority, consistent with its fiduciary responsibility, concerning fund solicitation and the use of funds received for the Collaboration. All policies of the Institute shall apply to the management and use of the Collaboration Funds, including applicable overhead costs.

## 2. ROLES AND RESPONSIBILITIES OF THE COLLABORATION

- a. The Institute shall have the following roles and responsibilities with regard to the Collaboration:
  - 1. Contribute EEP staff time and expertise to support the Collaboration.

Deleted: To

Deleted: (annually)

Commented [3]: This would just be for the length of time of the MOU/period of time that the Aspen Institute is serving as the fiscal sponsor and employer of whoever is hired to work for the collaborative.

Commented [LJ4R3]: Correct. Edited for clarity.

- Hire, supervise and provide related human resources management one employee to support the Collaboration, including but not limited to, write grant proposals, manage/facilitate the RFVWC, coordinate and track meetings, and help streamline fuels reduction activities in the Roaring Fork and Eagle/Vail Valleys.
- assist in fundraising efforts and help to identify potential funders to support the RFVWC.
- b. RFVWC shall have the following roles and responsibilities with regard to the Collaboration:
  - Provide support and direction for the Collaboration, including to help set goals and objectives, and management of the employee
  - Assist in fundraising efforts and/or to identify potential funders to support the RFVWC.

### 3. INSTITUTE-HOUSED POSITION

- a) The Institute will select (with input and collaboration from RFVWC), employ, and supervise all persons who perform compensated services for the Aspen Institute and the RFVWC on the Collaboration, if any, on such terms and conditions as the Institute shall determine. The Institute shall be responsible for applicable income and payroll tax withholding.
  - RFVWC will provide with the initial funding for the employee position in the amount of \$159,000 which will cover the employee position for a period of 12 months, after overhead and related costs have been deducted. EEP will be responsible for hiring (with input from RFVWC), management and supervision and termination of the employee. RFVWC will assist with the setting of goals, objectives and milestones to help the Institute manage effectively the position. RFVWC and the Institute shall agree on the payment terms for the funding of the employee position with an initial payment to cover six (6) months of the employee salary provided to the Institute upon the execution of this

Commented [5]: This is the amount in total that RFVWC will be providing to the Institute to fund this position, however, we will not be invoicing it from them in one lump sum, all at one time. Do we need to include additional information about how many invoices, from who, in what amounts, etc.? Or OK To leave this total amount in?

Commented [LJ6R5]: I added additional language here; fine for the parties to agree on exact procedures, but I would ask for at least 6 months up front to ensure enough funds up-front. MOU and/or prior to the hiring of the individual for this position by the Institute.

ii. See addendum for position description

### 4. TERM AND TERMINATION

- a) This Agreement shall commence on the date last signed below and shall continue for an initial one-year term, subject to renewal for another one-year term OR until (i) it is terminated upon RFVWC providing written notice to the Institute that RFVWC has successfully obtained recognition of its 501(c)(3) tax-exempt status. Additionally, either Party may terminate this Agreement upon sixty (60) dates written notice to the other. If the Agreement is terminated upon RFVWC's receipt of its tax-exempt status and there are Project funds unobligated and unspent, the Institute shall regrant said Project funds, as permissible under the terms of the respective grant and/or upon approval of the grantor to RFVWCs 501(c)(3) tax-exempt organization minus the re-grant fee described in Section A Paragraph 5. If terminated prior to the issuance of RFVWC's 501(c)(3) tax-exempt status, the Institute shall retain the remaining funds obtained (less any non-refundable cost commitments and/or obligated expenses) unless otherwise mutually agreed to by the Parties or required by the terms of a contribution or grant.
- b) This Agreement provides an initial understanding of the Parties' strategic collaboration. The Parties agree to amend this Agreement to further develop the roles and responsibilities for Project implementation and execution, as well as additional issues that may arise and/or to negotiate in good faith to a subsequent collaboration agreement, as necessary.

### 5. INTELLECTUAL PROPERTY AND TRADEMARKS

Parties agree that each Party shall remain the sole and exclusive owner of all right,
 title and interest in any and all pre-existing intellectual property, including, but not

Commented [7]: Is everyone ok with this sentence? Al is not a fly-by night kind of organization, but I am concerned that maybe some of the organizations contributing funds would not be stoked if for some reason the non-profit status didn't come through and A kept the \$\$. I have a lot of trust that this would work or just fine, but it puts the control of the \$\$ with AI more than I would have thought....

Commented [LJ9R8]: Its not really about who terminates the MOU; Once the Institute receives charitable funds fron donors, it becomes the fiduciary of those funds. As such it can only regrant charitable funds to non-profit organizatio and if the 501c3 status is not obtained, the Institute won't be able to regrant the funds it has been granted for this purpose. Is there another organization in the Roaring Fork Valley we could agree to regrant the funds (in the event th 501c3 is not issued) that would make the group more comfortable?

limited to any data, models, analysis, content, materials, resources, documents, templates, tools or frameworks owned, trademarks, logos, servicemarks, copyrights, used, owned or developed by either Party prior to or independently from this Agreement.

- b) In each instance in which the Parties create new work product during or in connection with this Collaboration ("Collaboration IP"), including but not limited to, publications, reports, content, materials, analysis, data, such Project IP shall be owned by the Institute with a world-wide, exclusive, perpetual and royalty free license provided to RFVWC for non-commercial activities. Upon RFVWC's issuance of its 501(C)(3) exempt status, the Collaboration IP shall be owned fully by RFVWC and RFVWC shall provide a license to the Institute for its non-commercial use..

  Notwithstanding the foregoing, RFVWC shall remain the sole and exclusive over of any non-Collaboration IP that RFVWC may develop after the execution of this Agreement for use by RFVWC generally that is not specific to this Collaboration, including but not limited to, RFVWC logo, RFVWC trademark(s), RFVWC website, etc.
- c) This Agreement does not transfer any ownership rights of any kind for any intellectual property (including, but not limited to, patents, trademarks, servicemarks and copyrights) created or owned by either Party prior to execution of this Agreement or intellectual property created by RFVWC for its use in general use in non-Collaboration initiatives. The Parties shall not use, reproduce, or market any logo, trademark, servicemark or copyrighted work or material owned by the other Party without prior written approval from the other Party.

# 6. CONFIDENTIALITY

a) In the course of the Collaboration under this Agreement, a Party ("Receiving Party") may learn about or come into possession of "Confidential Information" (as defined below) about the other Party or its affiliated organizations or individuals ("Disclosing Party"). The Institute and RFVWC agree not to disclose any Confidential Information and promise to take all reasonable precautions to prevent its unauthorized

dissemination, both during the term of this Agreement and thereafter. The Receiving Party agrees to limit disclosure of any Confidential Information to only those employees and agents of the Institute or RFVWC who have a need to know the information. The Receiving Party also agrees not to use any Confidential Information for its own benefit or for the benefit of anyone other than the Disclosing Party. The Parties acknowledge that all Confidential Information is and remains the property of its owner and that no license or rights in the Confidential Information has been or is granted under this Agreement. Receiving Party agrees to return all Confidential Information to the Disclosing Party upon request.

b) For purposes of this Agreement, "Confidential Information" includes, but is not limited to, all information relating to business plans, financial data and budgets, funding, donors, personnel data, employee compensation and benefits information, trade secrets, details of contracts, pricing policies, operational methods, and marketing or public relations plans or strategies related to the business or affairs of the Institute and RFVWC, and/or their affiliated organizations or individuals. "Confidential Information" also means any information that derives economic value from not being known to the general public or to others who could obtain economic value from its disclosure or use, which the owner takes reasonable efforts to protect the secrecy of, and any information that could be embarrassing or detrimental to the owner if disclosed publicly.

### 8. INDEMNIFICATION

a) Each Party shall indemnify, defend and hold harmless the other party, its affiliates and its respective employees, members, officers, directors and representatives, from and against any losses, damages, liabilities and related costs and expenses (including without limitation, reasonable attorneys' fees, defense costs, investigative expenses, discovery costs and court costs)(each a "Claim") arising from or related to any third-party claim, demand or action based on (a) breach of any representation or warranty by the Indemnifying Party contained in this Agreement, (b) breach of any applicable law by such Indemnifying Party, or (c) any claim that the trademarks or materials provided by that Party to the other knowingly infringe or otherwise violate the intellectual property of any third party (d) negligence, gross negligence, or intentional misconduct by such Indemnifying Party, its affiliates, or their respective employees, contractors, or agents. The obligations arising under this paragraph shall survive any termination or expiration of the Term of this Agreement.

### 9. INSURANCE

- a) The Parties are responsible for their own insurance coverage.
- 10. <u>Community Agreement</u>. When engaging with the Institute community, RVFWC acknowledges and agrees to abide by the Institute's Community Agreement, which may be referenced using the following link: <u>www.aspeninstitute.org/communityagreement.</u>

### 11. MISCELLANEOUS TERMS

- a) Assignment. Neither Party may assign, delegate or subcontract any portion of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party.
- b) Dispute Resolution. This Agreement shall be governed by the laws of the District of Columbia. The Parties agree that any controversy, claim or dispute of whatever nature arising between the Parties shall be resolved exclusively through binding arbitration in Washington, DC before a single arbitrator, pursuant to the American Arbitration Association's then-in-effect National Rules for the Resolution of Commercial Disputes.
- c) Entire Agreement. This Agreement is the entire agreement between the Institute and RFVWC with regard to the fiscal sponsorship and collaboration and subject

matter described herein and supersedes all prior oral and written agreements and representations relating to such subject matter. This Agreement can be changed or extended only by another written agreement (or amendment) signed by both parties, and cannot be orally modified.

# Agreed to by:

Elliot Gerson	
Executive Vice President, Policy & Public	Roaring Fork Valley Wildfire Collaborative
Programs	
Aspen Institute	
·	Roaring Fork Valley Wildfire Collaborative
Jennifer Jones	
Executive Vice President, Chief Financial	
Officer & Corporate Treasurer	
Aspen Institute	Roaring Fork Valley Wildfire Collaborative
-	
Greg Gershuny	Roaring Fork Valley Wildfire Collaborative
Executive Director	× ×
Energy & Environment Program	
Aspen Institute	
Date	Date

# Appendix I

### **ASPEN INSTITUTE OVERHEAD POLICY**

#### STANDARD OVERHEAD

The Standard overhead rate is 18%.

Overhead is charged on all expenses except:

- Occupancy Object codes 6510, 6515, 6520,6630
- Bad Debt Expense Object code 6650
- In-Kind Expense Object code 6065
- Internal Expenses Object codes 9xxx except 93xx
- Object codes identified below that have overhead rate reductions 93xx and 68xx codes

All programs of the institute pay overhead.

# Internal transfers and overhead impact:

- Salary Transfers
  - When staff salary transfers are done between two programs that are both charged overhead you may use codes 8118 and 9118-Internal Staff Support.
  - o When the salary is being transferred from a department that isn't charged overhead object code 5198-Wage Allocation/Chargeback MUST be used. This ensures that the program that is supposed to pay overhead is charged overhead on all appropriate costs. Departments not charged overhead are listed below.
    - Any code in the following Lines of Business
      - 12, 20, 25, 30, 60, 65 and 70

## (APPLICABLE) REDUCED OVERHEAD

### Charged at 4%

- 6851 Grant Funds Disbursed
  - Official re-grants made from prime awards. The funder's terms and conditions and period of performance are passed down to the sub-awardee
  - o Sub must comply with all restrictions of prime award
  - o Reporting is required to funder via AI
  - o Usually limited to non-profit or individual
  - o Al responsible to funder for use of the funds
  - o Must be reported on AI 990
- 6852 Returned Grant Funds
  - o Sub recipient return of funds granted in a prior year using object code 6851 or 6853
    - Refunds in the same year it was awarded can be credited to 6851 or 6853
- 6853 Cost Reimburse/Contingent Grant Funds Disbursed

- For use when prime awards are established with contingent funding aspects and/or when sub-award agreements are structured as cost-reimbursable/fixed rate payments.
- Official re-grants made from prime awards. The funder's terms and conditions and period of performance are passed down to the sub-awardee
- Sub must comply with all restrictions of prime award
- o Reporting is required to funder via Al
- Usually limited to non-profit or individual
- o Al responsible to funder for use of the funds
- o Must be reported on Al 990

### • 6855 - Partner Transfers

- o Revenue Sharing with a collaborating organization to do work toward a common objective
- o No formal grant agreement
- o Generally a fixed cost agreement

#### • 6856 - Prizes & Other Awards

- o Grant-like agreements, prizes, stipends, not from a specific prime award, *nor from internal Aspen scholarship funds*
- Stipends or honoraria are typically at a flat amount, and are not reimbursements of specific expenses
  - Travel reimbursements are not stipends they are program expenses charge overhead at full 18%
- Awards using this account are not bound by the terms and conditions, or periods of performance like 6851 and 6853 would be

# • 6857 – Chapter Payments

- transfer made to ANDE Chapters, from non-grant funds
  - Sub-grants made to chapter can still receive the 4% rate on that portion of the total payment

## Charged at 5%

### • 6858 - Federal Regrants

- Sub-grants (not subcontracts) made on federally funded projects
- This rate also applies to non-federal sources of funding, that issue sub-grants associated with the federally funded activity.

# **AUTHORIZED SIGNATORIES / PROCESSES**

All 68xx agreements require CFO signature and an OFAC check regardless of the dollar amount. They are all saved in a directory maintained by FSU. Michael Jean should be cc'd on all awards. Programs can also be an additional signatory if they so desire.

Agreements that fall under the 6851 and 6853 - Regrant definition must meet the requirements set forth in FSU guidance about grants vs contracts and cannot be consulting type arrangements. Prime award agreements must be included with the submission of 6853 agreements at the time of submission to Due Diligence Review.

Aspen does not award to a sub-grantee the full amount of a prime award. The associated fee must be taken paid, as well as the program must incur direct program oversight of the award of at least 1% of the grant budget.

# Dear Firefighters,

We are both excited and energized to begin the new year as your elected representatives. We thank you for this opportunity and we three know it is just that — an opportunity for us. We know you have given us significant responsibility and trust. We look forward to and are ready to serve you, both the Aspen Fire Volunteers and the department as a whole. The Aspen Fire Department and all its members are a passion for each of us. We hope we make that crystal clear in the way we serve you and *our* department this year.

The three of us are strongly committed to communicating with you and earning your trust. We are unified in our belief that communication and trust are indispensable components of effective groups. As the volunteer officers in this department, we are here for you and for *your* voices to be heard. You can expect dogged, intelligent (for the most part), and reasoned participation by us within the department's officer corps and all matters affecting you and your participation within this department. That is our commitment to you.

Be assured, we will make mistakes, miss things, and fall behind. But also, be assured we volunteer officers are committed to the success of this department in its current form. Aspen Fire's all-volunteer days are behind us whether we like it or not. But this department and the community it serves still lean heavily on its volunteers, unlike other departments in this valley. That means we three will push ourselves and each of you to maintain high standards and quality of service to our public. Our joy at being a member of this organization is secondary to our mission of service. Therefore, expect the three of us to pay close attention to the standards of excellence for all, and as we commit ourselves to you, we ask that you commit yourselves to this department. We understand each volunteer can only give so much. But when you are acting on behalf of this department, whether in training, during community events, or during someone's worst day, we ask from both ourselves and you that the Aspen Fire Department be represented to the best of each of our abilities.

The success of this department also hinges on us *all* acting as a team, whether career or volunteer. We three are also fully committed to making certain this team works well together.

Your expectations of us and our expectations of you are nothing new or outside the reason you are all here in the first place, service. We must all be a volunteer that serves the community to the best of our ability through effective time management (work/life balance), continual learning (knowledge/skill/ability improvement), and safe execution of your duties as a firefighter (being awesome).

Welcome to this new year of serving our community!

In appreciation,

Mike Tracey, Adam Cohen, and Ryan Warren