

RESOLUTION NO. 100-22

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY AND ITS
FIRE DEPARTMENT AND THE CLIFTON FIRE PROTECTION DISTRICT FOR
INTERIM MANAGEMENT AND SERVICES**

Recitals:

Clifton and Grand Junction have agreed to enter into an interim agreement by which Grand Junction will provide a deputy fire chief to act as the Fire Chief for Clifton.

The Clifton Fire Protection District Board has concluded that temporarily assigning Grand Junction Fire Department Deputy Chief Chris Angermuller to manage, operate and administer the daily operations of the Clifton Fire Protection District is in the best interest of the citizens of Clifton, Grand Junction, and the greater Grand Valley.

Grand Junction and Clifton have further agreed that other Grand Junction Fire Department employees together with other City staff, will be assisting Clifton to advance the interests of both Departments as they continue to evaluate and determine if a merger or other permanent relationship between the Grand Junction and Clifton may be accomplished to the long-term mutual benefit of Clifton and Grand Junction.

Grand Junction has agreed to assign Deputy Chief Angermuller because his service will benefit Clifton and he may personally and professionally benefit from the assignment, and such assignment will allow Clifton and Grand Junction to continue to evaluate and determine if a merger or other permanent relationship between the departments may be accomplished to the long-term mutual benefit of Clifton and Grand Junction.

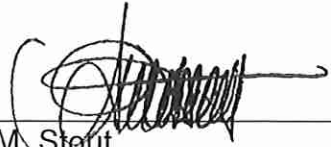
The assignment of Deputy Chief Angermuller will begin January 1, 2023 and continue until the agreement is terminated or through July 1, 2023, whichever occurs first.

Grand Junction and Clifton have negotiated the attached agreement and the City Council having been advised in the premise deems it appropriate that the City enter into the agreement for those purposes of and on the understandings stated therein.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
GRAND JUNCTION, COLORADO:**

The City Manager is hereby authorized and directed to sign the attached agreement for the purposes established and provided therein.

PASSED and ADOPTED this 21st day of December 2022.



Anna M. Stout
President of the City Council

Attest:



Amy Phillips
City Clerk



1 INTERGOVERNMENTAL AGREEMENT

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4 THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 4th day of
5 January 2023 by and between the CITY OF GRAND JUNCTION, COLORADO, hereinafter
6 referred to as "Grand Junction" and the CLIFTON FIRE PROTECTION DISTRICT, hereinafter
7 referred to as "CFPD". Grand Junction and CFPD are referred to collectively as the "Parties" and
8 individually as a "Party"

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10 **RECITALS**

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12 The Parties have agreed to enter into an interim agreement by which Grand Junction will provide
13 a deputy fire chief to act as the Fire Chief for CFPD. The CFPD Board has approved the
14 agreement by a vote of the CFPD Board and has concluded that temporarily assigning Deputy
15 Chief Chris Angermuller from Grand Junction to manage, operate and administer the daily
16 operations of CFPD is in the best interest of the citizens of CFPD, Grand Junction, and the
17 greater Grand Valley.

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19 The Parties have further agreed that other Grand Junction Fire Department ("GJFD") employees,
20 together with other City staff, will be assisting CFPD to advance the interests of both
21 Departments as they continue to evaluate and determine if a merger or other permanent
22 relationship between the GJFD and the CFPD may be accomplished to the long-term mutual
23 benefit of the Parties.

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25 By the terms hereof and the signatures affixed hereto, the Parties represent that each is ready,
26 willing and able to perform the services set forth in this agreement.

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28 NOW, THEREFORE, and in consideration of the premises and other good and valuable
29 consideration, the Parties agree as follows:

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31 **SCOPE OF SERVICES**

- 32
33 1. Grand Junction shall provide GJFD Deputy Chief Chris Angermuller (referred to as "the
34 GJFD Personnel") to CFPD for the purpose of serving as CFPD's interim fire chief for the
35 daily management, operation, and administration of CFPD.
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37 2. Grand Junction has agreed to assign the GJFD Personnel because his service will benefit
38 CFPD and the GJFD Personnel may personally and professionally benefit from the
39 assignment, and such assignment will allow the Parties to continue to evaluate and determine
40 if a merger or other permanent relationship between GJFD and CFPD may be accomplished
41 to the long-term mutual benefit of the Parties.
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43 3. The assignment of the GJFD Personnel shall begin January 1, 2023 and continue until this

44 agreement is terminated or through July 1, 2023, whichever occurs first. At all times the
45 GJFD Personnel's duties shall be as defined by Grand Junction in accordance with CFPD's
46 operating standards; however, the GJFD Personnel shall be under the command and control
47 of GJFD Chief Ken Watkins or his designee.
48

- 49 4. Generally, the GJFD Personnel's activities and the services, which will be provided in
50 accordance with this agreement, may include, but are not necessarily, limited to:
- 51 a. acting as the interim fire chief of CFPD; and,
 - 52 b. overseeing, supervising, guiding, and directing the staff of CFPD; and,
 - 53 c. acting as liaison to the CFPD Board and the community; and,
 - 54 d. serving as a member of the CFPD management/leadership team; and,
 - 55 e. evaluating, assessing, and observing the operations of CFPD and its equipment and
56 capabilities in anticipation of determining if a merger or other permanent relationship
57 between the GJFD and CFPD may be accomplished to the long-term mutual benefit
58 of the Parties; and,
 - 59 f. other duties as assigned.
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- 61 5. Grand Junction, by and through the GJFD Chief Ken Watkins or his designee(s) ("Fire
62 Chief") is responsible for authorizing, approving, and supervising the work performed by the
63 GJFD Personnel under this agreement. The Fire Chief shall consult with and direct the GJFD
64 Personnel as necessary or reasonably required to perform the duties of the GJFD Personnel
65 arising out of or under this agreement.
66
- 67 6. By signing this agreement, CFPD shall be deemed to have consented to the skills,
68 professionalism and training of the GJFD Personnel and the services that he will provide
69 under or in accordance with this agreement, knowing that the services the GJFD Personnel
70 performs shall be in accordance with standards of care, skill, training, diligence and judgment
71 provided by command officers and fire and emergency medical service organizations and
72 providers who perform work of a similar nature to the work described in this agreement.
73

74 Consistent with his experience and training the GJFD Personnel shall use his individual best
75 professional judgment when directing any tactical, operational or functional decision,
76 including making or recommending changes to CFPD. The GJFD Personnel shall meet
77 regularly with the CFPD Boards regarding the operation and function of CFPD. If the GJFD
78 Personnel determines that any tactical, operational or functional practice of CFPD is at
79 variance with best practices of the GJFD and/or that direction of/from the GJFD Personnel is
80 substantially at variance with operational practice of CFPD, then the GJFD Personnel and/or
81 the Fire Chief shall specifically meet and confer about the tactical, operational or functional
82 decision or direction given by the GJFD Personnel and/or the manner that CFPD is or is not
83 discharging the same. If the GJFD Personnel and CFPD have irreconcilable differences, then
84 Grand Junction and/or CFPD may terminate this Agreement in accordance with the
85 TERMINATION provisions hereof.
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- 87 7. Grand Junction shall equip the GJFD Personnel in accordance with its standard departmental
88 practices.
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- 90 8. CFPD shall provide the GJFD Personnel with secure office space, including telephone
91 connections, a telephone, internet/computer connection(s), heating, cooling, lighting, parking
92 and any and all reasonably necessary or required physical facilities, including, but not limited
93 to, desks, chairs and filing cabinets. CFPD shall provide keys, access code(s) or
94 combination(s) to the offices and any other space provided or reasonably required by the
95 GJFD Personnel.
96
- 97 9. CFPD shall provide the GJFD Personnel access to all records kept or maintained by CFPD
98 for the operation and administration of CFPD and evaluation of CFPD, consistent with the
99 terms of this agreement.

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101 **COMPENSATION**
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103 Clifton agrees to pay Grand Junction \$85,000.00 for the services set forth in this agreement for
104 the term of this agreement. The \$85,000.00 ("Fee") will a) compensate Grand Junction for a
105 portion of the 2023 cost of regular salary and benefits for the GJFD Personnel and b) for
106 additional management overhead provided by Grand Junction. The Fee will be paid monthly in
107 installments of \$14,166.66 to Grand Junction by CFPD. In the event of termination of the
108 agreement prior to July 1, 2023, monthly payments will be prorated on a bi-weekly basis in
109 accord with the Termination provision hereof.
110

111 Notwithstanding that the value of the compensation of the GJFD Personnel will be paid by
112 CFPD, the GJFD Personnel is and shall continue to be an employee of Grand Junction and Grand
113 Junction shall compensate the GJFD Personnel and provide health, general liability and workers
114 compensation insurance and other customary benefits. Under no circumstance shall the GJFD
115 Personnel be considered an employee or volunteer of CFPD; nor shall CFPD be considered to be
116 a co-employer of the GJFD Personnel.
117

118 The consideration of the payment of the Fee by CFPD and the performance of the services by
119 Grand Junction is adequate and mutually acceptable to the Parties and those considerations,
120 together with other good and valuable consideration, shall be the basis for the formation of this
121 agreement.
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123 **TERMINATION**
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125 If the GJFD Personnel fails to perform to the satisfaction of CFPD or the GJFD Personnel and/or
126 Grand Junction are not satisfied, then either CFPD or Grand Junction may terminate this
127 Agreement for convenience on fourteen (14) days prior written notice.
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130 **NOTICES**

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132 Notices concerning this agreement shall be made in writing by CFPD to the Grand Junction City
133 Manager at 250 North 5th Street, Grand Junction, Colorado 81501 with a copy to the Office of
134 the City Attorney at 250 North 5th Street, Grand Junction, Colorado 81501, by prepaid United
135 States mail, return receipt requested. Notices concerning this agreement shall be made in writing
136 by Grand Junction to CFPD at P.O. Box 386, Clifton, Colorado 81520 by prepaid United States
137 mail, return receipt requested.

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139 Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service.

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141 **NO THIRD-PARTY BENEFICIARIES**

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143 The enforcement of the terms and conditions of this agreement and all rights of action relating to
144 such enforcement shall be strictly reserved to the Parties and nothing contained in this agreement
145 shall give or allow any such claim or right of action by any other or third person. It is the
146 express intention of the Parties that any other person, including the GJFD Personnel, other than
147 Grand Junction and/or CFPD receiving any benefit(s) from this agreement shall be deemed to be
148 incidental beneficiaries only.

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150 **GOVERNMENTAL IMMUNITY**

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152 Notwithstanding any other provision of this agreement to the contrary, no term or condition of
153 this agreement shall be construed or interpreted as a waiver of any provision of the Colorado
154 Governmental Immunity Act 24-10-101 *et. seq.*, C.R.S., as now or hereafter amended. The
155 Parties understand and agree that liability for claims for injuries to persons or property and other
156 injuries which lie in tort or could lie in tort that arise out of the negligence of Grand Junction/the
157 GJFD Personnel and/or their respective officers, agents and employees is controlled and limited
158 by the provisions of 24-10-101 *et. seq.*, C.R.S., as now or hereafter amended.

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160 **INTERGOVERNMENTAL AGREEMENT**

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162 For all purposes under this agreement, the GJFD Personnel shall be assigned to CFPD to perform
163 professional services. The assignment of the GJFD Personnel is generally authorized by C.R.S.
164 29-5-105 and/or C.R.S. 32-1-1001.

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166 The services provided hereunder by the GJFD Personnel are during the term of this agreement
167 intended to be principally for the use and benefit of CFPD; however, such services are not
168 exclusive to CFPD and accordingly Grand Junction has the right to assign/reassign specific
169 personnel to provide services. During such assignment(s) of the GJFD Personnel that
170 assignment(s) will be the principal assignment(s) of any Officer so assigned.

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172 The Parties acknowledge and agree that the assigned GJFD Personnel may, with the lawful and

173 proper invocation of a mutual aid request, respond to other locations, situations, or emergencies
174 other than those directly arising from or related to the provision of services under or pursuant to
175 this agreement to CFPD.

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177 **HEADINGS**

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179 The headings contained in this agreement are for reference purposes only and shall not in any
180 way affect the meaning or interpretation of this agreement.

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183 **ENTIRE AGREEMENT**

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185 The Parties acknowledge and agree that the provisions contained herein constitute their best
186 understanding of the circumstances giving rise to this agreement; however, each Party further
187 acknowledges and agrees that alteration(s), amendment(s), change(s) or modification(s) to this
188 agreement may be made but the same shall be valid only if they are contained in an instrument,
189 which is executed by both Parties with the same formality as this agreement. Course of dealing,
190 no matter how long, is not intended, and shall not be construed, as an alteration(s),
191 amendment(s), change(s) or modification(s) to this agreement.

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193 **VENUE AND JURISDICTION**

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195 1. This agreement shall be construed and interpreted in accordance with the laws of the State of
196 Colorado and the laws of Grand Junction; provided, that if there is a conflict between the laws,
197 the laws of the State of Colorado shall govern.

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199 2. Any legal action shall be brought in the Mesa County District Court, which shall have
200 exclusive jurisdiction.

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202 **DISCRIMINATION**

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204 During the performance of this agreement, Grand Junction agrees that it will neither discriminate
205 nor expect or require the GJFD Personnel to discriminate against any person based on race,
206 creed, color, ancestry, hair texture, hair type or protective hairstyles commonly associated with
207 race, religion, national origin, ancestry, gender, sex, pregnancy, marital status, military status,
208 age, genetic information, family responsibilities, disability, sexual preference or orientation,
209 transgender status, membership or other status in any other group protected by applicable law.

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211 In the event of Grand Junction's discrimination or violation of any such rules, regulations or
212 orders, this agreement may be canceled, terminated, or suspended in whole or in part by CFPD.

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215 **GENERAL**

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1. At all times during the performance of this agreement, the GJFD shall strictly adhere to all applicable federal and state laws, rules and regulations that have been or may hereafter be established.
2. The persons signing this agreement are authorized to sign and bind the entity for which they sign.
3. The provisions of this agreement are not mere recitals but are contractual in nature.
4. This agreement may be executed in counterparts and by facsimile or electronic pdf, all of which shall constitute one valid and binding instrument.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed as of the day and year first written above.


CLIFTON FIRE PROTECTION DISTRICT

by: 
Robert Thomason, Board President

ATTEST:

by: 
David Britto, Board Secretary

CITY OF GRAND JUNCTION

by: 
Greg Caton, City Manager

RECOMMENDED AND APPROVED

by: 
Ken Watkins, Fire Chief

ATTEST:

by: 
Amy Phillips City Clerk