
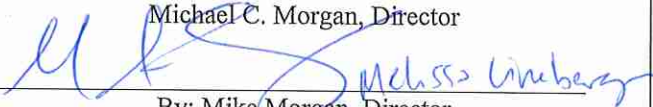
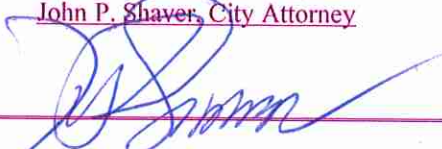
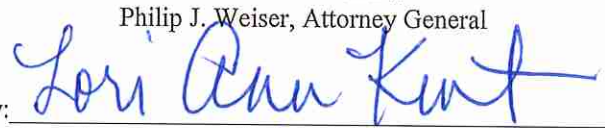


STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT WITH GRAND JUNCTION FIRE DEPARTMENT

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS INTERGOVERNMENTAL AGREEMENT

Each person signing this Intergovernmental Agreement represents and warrants that the signer is duly authorized to execute this Intergovernmental Agreement and to bind the Party authorizing such signature.

<p style="text-align: center;">FIRE DEPARTMENT Grand Junction Fire Department</p> <div style="text-align: center; margin-top: 20px;">  <hr style="border: 0.5px solid black;"/> </div> <p>By: Ken Watkins <u>Gus Hendricks</u>, Deputy Fire Chief</p> <p>Date: <u>09/18/19</u></p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Public Safety Division of Fire Prevention and Control Michael C. Morgan, Director</p> <div style="text-align: center; margin-top: 20px;">  <hr style="border: 0.5px solid black;"/> </div> <p>By: Mike Morgan, Director</p> <p>Date: <u>9/20/19</u></p>
<p style="text-align: center;">LEGAL REVIEW <u>John P. Shaver, City Attorney</u></p> <div style="text-align: center; margin-top: 20px;">  <hr style="border: 0.5px solid black;"/> </div> <p>By: _____</p> <p>Date: <u>18 Sept. 2019</u></p>	<p style="text-align: center;">LEGAL REVIEW Philip J. Weiser, Attorney General</p> <div style="text-align: center; margin-top: 20px;">  <hr style="border: 0.5px solid black;"/> </div> <p>By: _____</p> <p>Date: <u>09/24/2019</u></p>

1. PARTIES

This Intergovernmental Agreement (the “Agreement”) is entered into by and between the State of Colorado acting by and through the Department of Public Safety, Division of Fire Prevention and Control (the “State” or “DFPC”) and the Grand Junction Fire Department (the “Fire Department” or “GJFD”). GJFD and DFPC agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the last of the signatures on the Signature Page has been signed and dated (the “Effective Date”). The Parties shall not be bound by any provision of this Agreement before the Effective Date.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Effective Date and shall terminate on June 30, 2024, unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Early Termination in the Public Interest

The Parties are entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, Courts or Grand Junction City Council. If this Agreement ceases to further the public interest of the Parties, either Party, in its discretion, may terminate this Agreement in whole or in part.

i. Method and Content

The Party terminating in the public interest shall notify the other Party of such termination in accordance with §9. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

3. **DEFINITIONS**

The following terms shall be construed and interpreted as follows:

- A. **“Agreement”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **“Breach of Agreement”** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner.
- C. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- D. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- E. **“Exhibits”** means the exhibits and attachments included with this Agreement.
- F. **“Party”** means the State/DFPC or GJFD, and **“Parties”** means both the State/DFPC and GJFD.
- G. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. **STATEMENT OF WORK**

DFPC and GJFD will comply with the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate GJFD for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. **INSURANCE**

GJFD shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the state.

A. Fire Department Insurance

The GJFD is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

GJFD shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. GJFD shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all GJFD or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent GJFDs, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any one fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

v. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction Agreements require additional insured coverage for completed operations) required of GJFD and Subcontractors.

D. Primacy of Coverage

Coverage required of GJFD and each Subcontractor shall be primary over any insurance or self-insurance program carried by GJFD or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days' prior notice to GJFD and GJFD shall forward such notice to the State in accordance with §9 within seven days of GJFD's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by GJFD or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against GJFD or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by GJFD under this Agreement, GJFD shall provide to the State certificates evidencing GJFD's insurance coverage required in this Agreement within seven Business Days following the Effective Date. GJFD shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if GJFD's subcontract is not in effect as of the Effective Date, GJFD shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following GJFD's execution of the subcontract. No later than 15 days before the expiration date of GJFD's or any Subcontractor's coverage, GJFD shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, GJFD shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §5.

6. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Agreement, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §7 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State.

7. REMEDIES

A. State's Remedies

If GJFD is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §6, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of GJFD's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. GJFD shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, GJFD shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, GJFD shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, GJFD shall assign to the State all of GJFD's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, GJFD shall take timely, reasonable and necessary action to protect and preserve property in the possession of GJFD but in which the State has an interest. At the State's request, GJFD shall return materials owned by the State in GJFD's possession at the time of any termination. GJFD shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Damages and Withholding

Notwithstanding any other remedial action by the State, GJFD shall remain liable to the State for any damages sustained by the State in connection with any breach by GJFD, and the State may withhold payment to GJFD for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from GJFD is determined. The State may withhold any amount that may be due GJFD as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties' replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend GJFD's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling GJFD to an adjustment in price or cost or an adjustment in the performance schedule. GJFD shall promptly cease performing Work and incurring costs in accordance with the

State's directive, and the State shall not be liable for costs incurred by GJFD after the suspension of performance.

b. Withhold Payment

Withhold payment to GJFD until GJFD corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to GJFD's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of GJFD's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, GJFD shall, as approved by the State (i) secure that right to use such Work for the State and GJFD; (ii) replace the Work with non-infringing Work or modify the Work so that it becomes non-infringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. GJFD's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, GJFD, following the notice and cure period in §6 and the dispute resolution process in §8 shall have all remedies available at law and equity.

8. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by GJFD for resolution.

B. Resolution of Controversies

If the initial resolution described in §8(A) fails to resolve the dispute within 10 Business Days, GJFD shall submit any alleged breach of this Agreement by the State to the Department of Public Safety's Director of the Division of Fire Prevention and Control. Thereafter, DFPC's Director and the Fire Chief of GJFD will work collaboratively to resolve any issues between the DFPC and GJFD.

9. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Agreement.

10. GENERAL PROVISIONS

A. Assignment

GJFD's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of GJFD's rights and obligations approved by the State shall be subject to the provisions of this Agreement

B. Subcontracts

GJFD shall not enter into any subcontracts in connection with its obligations under this Agreement without the prior, written approval of the State. GJFD shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by GJFD in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in §10(A), all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Agreement, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

L. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on GJFD. GJFD shall be solely responsible for

any exemptions from the collection of excise, sales or use taxes that GJFD may wish to have in place in connection with this Agreement.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §10(A), this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under § 24-106-107, C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

GJFD shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in GJFD's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations.

GJFD shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

11. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all Agreements except where noted in italics.

A. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

B. INDEPENDENT CONTRACTOR

GJFD shall perform its duties hereunder as an independent contractor and not as an employee. Neither GJFD nor any agent or employee of GJFD shall be deemed to be an agent or

employee of the State. GJFD shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **GJFD and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for GJFD or any of its agents or employees. GJFD shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. GJFD shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

C. COMPLIANCE WITH LAW.

GJFD shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

D. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

E. PROHIBITED TERMS.

Any term included in this Agreement that requires the State to indemnify or hold GJFD harmless; requires the State to agree to binding arbitration; limits GJFD's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Agreement that limits GJFD's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Agreement, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Agreement.

F. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. GJFD hereby certifies and warrants that, during the term of this Agreement and any extensions, GJFD has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that GJFD is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

G. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. GJFD has no interest and shall not acquire any interest, direct or indirect, that would conflict in any

manner or degree with the performance of GJFD's services and GJFD shall not employ any person having such known interests.

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EXHIBIT A, STATEMENT OF WORK

In order to ensure that firefighters on the Western Slope have an opportunity to develop and enhance their firefighting skills, the DFPC and GJFD will jointly operate and maintain the Live Fire Training Facility (LFTF) at The Whitewater campus of Colorado Mesa University.

Accordingly, DFPC and GJFD agree to the following:

1. GENERAL CONDITION

1.1. GJFD will manage and operate the LFTF..

2. LIVE FIRE TRAINING FACILITY

2.1. GJFD will construct the foundation for the LFTF; DFPC has reviewed and approved the design and specifications ("specifications") as of the date the IGA is signed..

2.2. GJFD will pay for electricity, water, heat, ventilation, cooling, for the LFTF and its users.

2.3. GJFD will provide electric power as supplied by the local utility company.

2.4. GJFD will, as reasonably determined to be necessary to allow access to the LFTF, provide snow removal, trash removal, and road maintenance.

2.5. DFPC and GJFD shall enforce the terms and conditions set forth in the Reservation Policy for the GJFD/DFPCLFTF.

2.6. DFPC and GJFD shall enforce the terms and conditions set forth in the GJFD/DFPC LFTF Operations Policy, which policies are attached and incorporated by reference.

2.7. Prior to using or participating in any training or other activity at the LFTF, DFPC and GJFD shall require (i) each and every Student/Participant of the LFTF to review and sign the Waiver of Liability and also ensure that (ii) the Student/Participant's Fire Chief reviews and signs the Waiver of Liability.

2.8. In the event that GJFD does not enforce the policies, DFPC shall have the right to enforce the terms and condition of all applicable policies. , When the LFTF is not used or reserved according to policy DFPC and GJFD may allow the LFTF to be used for non-fire related training programs as DFPC and GJFD determine in their sole discretion. Any such use(s) shall be conducted solely under the supervision and direction of the DFPC and/or the GJFD.

3. MAINTENANCE OF LIVE FIRE TRAINING FACILITY

3.1. GJFD will operate, and as necessary replace or replace props and/or other equipment, instruments, or improvements that are a part of or integral to the proper operation of theLFTF.