



1026 Park Ave · PO Box 99
Grand Lake, CO 80447
970-627-3435
www.townofgrandlake.com

To: Mayor Kudron and the Grand Lake Board of Trustees
From: John Crone, Town Manager
Re: Entering into an MOU with Colorado Aerolab for Use of CivicRec
Date: March 27, 2023

Background

Colorado Aerolab is the nonprofit company that runs the Town's Summer Day Camp and our Afterschool Program out of the Grand Lake Center. Civic Rec is the new scheduling and payment portal that the Town has acquired. Aerolab would like to enter into an MOU with the Town that is similar to the MOU that the Town entered into last meeting with the Rocky Mountain Folk School.

When the Town subscribed to CivicRec, it was anticipated that the platform would also be used by some of our local nonprofits that have a close, trusted relationship with the Town. The Board's decision at the March 13 meeting to enter into an MOU with the Folk School demonstrated how this platform can be beneficial to the citizens and guests of Grand Lake.

The proposed MOU with Aerolab is identical to the one that our Town Attorney drafted for use with the Folk School. It will protect the Town from unforeseen complications with the platform's use, while, at the same time, providing Aerolab with an easy way to register children for its programs.

Motion

If the Board of Trustees desires enter into an MOU with Aerolab for use of the CivicRec platform, it may do so by approving the following motion.

I move to instruct the Manager to sign the MOU with Colorado Aerolab for the use of the Town's CivicRec platform.

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
THE TOWN OF GRAND LAKE AND AEROLAB**

THIS AGREEMENT (“Agreement”) made this ____ day of _____, 2023, by, between the Town of Grand Lake, a Colorado municipal corporation (hereinafter, the “Town”), and Colorado Aerolab (hereinafter “Aerolab”), and hereinafter referred to jointly as “the Parties”; and

WHEREAS, the Town desires to hire Aerolab to provide certain services described herein (the “Programs”) as an independent contractor; and

WHEREAS, Aerolab desires to provide the Programs for the benefit of the Town; and

WHEREAS, the Town also wishes to contract with Aerolab to make available certain services and equipment that would permit Aerolab to operate more effectively and efficiently to provide the Programs; and

WHEREAS, the Town possesses certain services and equipment that would allow online booking and payment (the “Services and Equipment”) for the Programs.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and the recitals as set forth above, the Parties hereby agree as follows:

1. **PURPOSE.** Aerolab will provide Programs for the benefit of the Town as an Independent Contractor, and not as an employee. The Parties agree to permit Aerolab to utilize the Town’s online platform to allow people to make reservations for services offered by Aerolab. Additionally, the Town will permit Aerolab to use the Town’s online platform to receive payment electronically for services offered Aerolab. In consideration for providing the Programs, the Town will make available the funds actually received to Aerolab on a monthly basis. Aerolab may surcharge such online reservations and payments in accordance with C.R.S. § 5-2-212 and the Visa Mastercard and credit card processor guidelines.
2. **COOPERATION.** The Parties agree to work together and cooperate in providing further information or taking other actions as may be requested or required by the State or Federal Government or in order to satisfy the requirements of the Agreement.
3. **OPERATIONS.** The Parties agree that the Services and Equipment shall be used to provide the Programs and in accordance with all Federal, State, County, Grand Lake, website host and/or credit card processing laws, rules, regulations and guidelines. The Programs will be held at times and locations determined by Aerolab. Aerolab will determine the content of the Programs, however, the Town reserves the right to terminate this Agreement if, in the sole discretion of the Town, the Programs are detrimental, injurious to, or not in the best interest of the health, safety and welfare of the residents of the Town.

4. **HOLD HARMLESS.** To the fullest extent permitted by applicable law, the Parties shall indemnify, defend and hold harmless the Town, its employees, Board members, and agents, against any and all claims or actions based upon or arising out of damages or injury to persons or property caused by or sustained in connection with the use of the Facility.
5. **MISCELLANEOUS PROVISIONS**
 - a. The Town will work cooperatively with Aerolab to create, establish, and implement all necessary initial set up, programing, and software to fulfill the purposes of this Agreement (the “Set Up”).
 - b. After the initial Set Up, Aerolab shall be responsible for the administration of their programs through the online platform. Town may, but is not required to, periodically inspect the Set Up as well as its Services and Equipment to ensure it is being used properly and in compliance with this Agreement to provide the Programs.
 - c. As compensation for providing the Programs, the Town shall make available to Aerolab all monies actually received for the Programs on at least a monthly basis.
 - d. Under no circumstance shall the Town be liable for any charge or fee imposed for the processing of electronic payment for benefit of Aerolab.
 - e. Aerolab shall be solely responsible for repayment, resolution, and negotiations involving any disputed charges, chargebacks, or similar disputes.
 - f. In the event the Town overpays Aerolab, any such overpayment will be immediately returned to the Town upon demand, including electronic or telephonic notice of overpayment.
6. **TERMINATION.**
 - a. This Agreement shall terminate December 31, 2023 unless extended by the Parties.
 - b. Either Party may terminate its obligations under this Agreement without cause upon delivery of prior written notice to the other Parties at least thirty days before the effective date of such withdrawal.
 - c. Either Party may immediately terminate their obligations under this Agreement upon written notice to the other Parties if circumstances arise that make it impossible for the terminating Party to carry out its responsibilities under this Agreement.
 - d. Either Party may immediately terminate their obligations under this Agreement upon written notice to the other Parties if all Emergency Declarations having jurisdiction over the Facility’s location are withdrawn.
 - e. This Agreement may terminate at the discretion of the Town if the Services and Equipment or any part thereof is used by Aerolab for any purpose other than those approved by the Town. Such determination as to Non-Permitted Uses which will be at the sole discretion of the Town’s Mayor or his designee.
 - f. Upon termination of this Agreement, the Town shall make available all outstanding amounts received and due to Aerolab within one month.
7. **NOTICE.** Any notice required by this Agreement shall be given, in writing. Any such notice shall be deemed given (a) on the date of delivery, if personally delivered (if a signed receipt is obtained); (b) by electronic transmission, provided electronic or other written confirmation of delivery is obtained; or (c) on the third business day following mailing by registered or certified mail, return receipt requested, provided proper postage was prepaid

and the mail was addressed to the address set forth immediately below or such new address that is given to the other Party in accordance with this Section 4.

A. Town of Grand Lake:
John Crone
1026 Park Avenue
Grand Lake, Colorado 80447
(970) 627-3435

B. Colorado Aerolab:
Elaine Minardi
PO Box 220
Grand Lake, Colorado 80447
(307) 258-0552

8. **INDEPENDENT CONTRACTOR.** Aerolab is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Aerolab to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Independent Contractor for all purposes. Aerolab shall make no representation that it is the employee of the Town for any purposes.

Disclosure: Aerolab is not entitled to workers' compensation benefits, unemployment insurance benefits unless unemployment compensation coverage is provided by Aerolab or some other entity, and Aerolab is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement for Professional Services by Independent Contractor.

9. **APPLICABLE LAW.** The Parties agree to comply with applicable federal, state and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this Agreement is executed and as they may change from time to time. Any disputes arising under this Agreement shall be brought exclusively in Grand County District Court in the State of Colorado.
10. **NON-WAIVER.** The Parties shall not be excused from complying with any provisions of this Agreement by the failure or delay of any Party to insist upon or seek compliance with such provisions.
11. **SEVERABILITY.** Should any provision(s) of this Agreement be determined to be illegal or unenforceable, such provision shall be modified to make it legal and enforceable to the fullest extent of the law. In the event modification would not make the provision legal and enforceable, such provision shall be deleted from this Agreement and all remaining provisions of this Agreement shall remain fully enforceable. Provided, however, with respect to the deleted provision, the Parties shall forthwith enter into good faith negotiations

and proceed with due diligence to draft a term that will achieve the original intent of the Parties hereunder.

12. **AMENDMENT.** This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement executed by all of the Parties hereto.
13. **ASSIGNABILITY.** The Parties shall not assign its rights or delegate its duties under this Agreement without the prior written consent of all other Parties.
14. **HEADINGS FOR CONVENIENCE.** Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.
15. **GOVERNMENTAL IMMUNITY.** The Parties hereto understand and agree that the Parties and their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 to 120, C.R.S., or otherwise available to the Parties.
16. **EXECUTION.** This Agreement may be executed in counterparts.

THEREFORE, IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

TOWN OF GRAND LAKE, COLORADO:

BY: _____

Name: Steve Kudron

Title: Mayor

Date: _____

COLORADO AEROLAB:

BY: _____

Name: Elaine Minardi

Title: Executive Director, Colorado Aerolab

Date: _____