

RESOLUTION NO. 33
Series of 2018

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE
TOWN OF VAIL AND THE COLORADO STATE LIBRARY; AND SETTING FORTH
DETAILS IN REGARD THERETO.

WHEREAS, the Town of Vail (the "Town"), in the County of Eagle and State of Colorado is a home rule municipal corporation duly organized and existing under the laws of the State of Colorado and the Town Charter (the "Charter");

WHEREAS, the members of the Town Council of the Town (the "Council") have been duly elected and qualified;

WHEREAS, the Colorado State Library (the "CSL") is a division of the Colorado Department of Education;

WHEREAS, the Town operates the Town of Vail public library;

WHEREAS, the CSL helps libraries make it easier for all Coloradoans to access and use materials and information they need for lifelong learning;

WHEREAS, the CSL will provide assistance is setting up and maintaining website creation and hosting services at no charge; and

WHEREAS, the Council's approval of Resolution No. 33, Series 2018, is necessary to enter into the Memorandum of Understanding (the "MOU").

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF VAIL, COLORADO THAT:

Section 1. The Council hereby approves the MOU, in substantially the same form as attached hereto as Exhibit A and in a form approved by the Town Attorney.

Section 2. This Resolution shall take effect immediately upon its passage.

INTRODUCED, PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Vail held this 4th day of September, 2018.

Dave Chapin,
Town Mayor

ATTEST:

Patty McKenny,
Town Clerk



MEMORANDUM OF UNDERSTANDING

Website Creation and Hosting Services

This Memorandum of Understanding (MOU) is made between the **COLORADO STATE LIBRARY**, located at 201 E Colfax Ave, Rm 309, Denver CO 80203 (hereafter referred to as “CSL”) and **Vail Public Library (Town of Vail)**, 292 W Meadow Dr, Vail, CO 81657 (hereafter referred to as “PARTNER”), and describes the responsibilities of both parties for the creation and maintenance of a website through the CSL’s *Website Creation and Hosting Services* program.

TERM.

The duration of this MOU shall be ongoing, unless terminated sooner in accordance with the terms of this agreement (See **TERMS AND CONDITIONS**).

PURPOSE AND SCOPE.

As part of its mission to help deliver information services to the citizens of Colorado, the CSL offers assistance to libraries and other cultural heritage organizations in setting up and maintaining open source content management tools for the delivery of dynamic websites, resources and collections to their communities.

Open Source Content Management Systems (CMS) utilized within this service include: WordPress, Drupal, and Omeka. The choice of CMS will depend on the determined need of the PARTNER, and will be at the discretion of the CSL staff.

CSL RESPONSIBILITIES.

- Designate a CSL Consultant to be the primary support contact to whom any communications related to the site will flow. Any changes in contact information will be promptly communicated to the PARTNER.
- Provide the appropriate CMS platform and web hosting free of charge, and ensure that the PARTNER institution has all necessary administrative privileges to create and manage content.
- Set up and maintain the site’s domain (example.org), sub-domain (example.cvlbsites.org) or sub-directory (cvlbsites.org/example).
- If needed, CSL will assist in one-time mapping of the site to a custom domain URL to be registered and maintained by the PARTNER.
- Provide customized onboarding training for staff from the PARTNER organization - covering the basic operation, maintenance, and customization of the CMS.
- Provide periodic regional trainings for PARTNER organizations as needed to refresh staff skills, introduce a new feature or software update, and to help the transition from PARTNER staff turnover.
- Provide documentation focused on content management.
- Provide access to, and awareness of, related best practices.
- Provide as-needed advice and assistance in using the CMS, but not heavily customized web design and content creation.
- Will retain admin access privileges to the site for ongoing system maintenance and software updates. This admin access may not be revoked by the PARTNER.
- Website customization that includes selection of site colors, PARTNER branding, and ability to opt in/out of available resources and functionality.



- Give prompt notification to the PARTNER's designated contact of any service outages due to unforeseen events, and adequate prior notification of any service outages necessary to maintain the CMS or servers, such as software or hardware upgrades.
- Maintain nightly backups of files and databases on CSL-controlled servers, kept for 30 days.

PARTNER RESPONSIBILITIES.

- Create/provide all content for the site, including images, logos, data, text or other media.
- Develop and maintain any theme or script used by the site that is not part of the standard set of themes and modules maintained by the CLS.
- Assign one or more staff members to learn the CMS editing features and to participate in any training, technical programs, and content development activities that may be made available.
- Ensuring that any user, content, theme, script, or other element of the site, does not compromise the security of CSL servers or other servers or computers, and that authentication credentials for administering the site are kept secure, and used only by authorized PARTNER staff.
- Commit a minimum of one half hour per week for website updates and maintenance.
- Provide the name and contact details of a staff member to be the primary liaison regarding the website and service.

PRIMARY CONTACTS.

CSL: Kieran Hixon hixon_k@cde.state.co.us 720-285-9173
PARTNER: Jo Norris jnorris@vailgov.com 970-479-2184

TERMS AND CONDITIONS.

It is mutually understood and agreed by and between the parties that:

1. This MOU will be reviewed every two years and be revised to reflect any changes in the administration of the site, by mutual agreement of the parties in a written modification signed by both parties.
2. This MOU represents the relationship between CSL and the PARTNER. It does not extend to the relationships that the PARTNER has with 3rd party organizations or subordinate entities.
3. Changes to the MOU may be made at any time, upon written request of either party and the subsequent written concurrence of the other. The site covered by this MOU will be hosted at vaillibrary.com, using the WordPress stand-alone CMS.
4. This MOU may be terminated by mutual agreement of the parties. Either party may terminate its participation in this Memorandum by providing 30 written notice to the other party.
5. The site will be strictly for not-for-profit use, and will not be used for generating revenue for the PARTNER or any other party, excepting fundraising usual to cultural heritage organizations or other non-profit organizations.
6. The site will be actively maintained, not used as storage of out of date content. Any site not modified/maintained for a year will be considered inactive.
7. The site will not contain content that might be in violation of the law, or that is otherwise incendiary or inflammatory, as determined by the CSL.
8. Upon termination of this MOU, assuming its terms have been maintained by the PARTNER, the CSL will help transition the content to a new site, or help the PARTNER preserve the site, by making use of any standard export tool available within the content management system and/or the server file and database management tools in use on the site's server.



9. Providing a URL redirect (if necessary) to the new site for a period of up to one year after the end of this MOU.
10. The CSL will not be obligated to help develop or implement any non-standard export tools, or help set up the new site, except as specified above.
11. The CSL reserves the right to take down the site if it feels that the terms of this MOU are not being met. If it deems such action necessary, and the CSL and the PARTNER cannot agree on remedies to bring the site into compliance with the MOU's terms, the CSL will not be obligated to provide a URL redirect to any new site, nor assist with the export of the site's content save for providing the PARTNER with an archive of the site's files and database.

PRIOR MEMORANDUM SUPERSEDED.

This memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representation, discussions, negotiations, and Memorandums, whether written or oral.

EFFECTIVE DATE AND SIGNATURE.

This Memorandum of Understanding shall be effective upon the date of the last party to sign the MOU below. The parties indicate agreement with this Memorandum of Understanding by their signature below.

Vail Public Library (Town of Vail)

Lori A. Barnes
Director
Vail Public Library

DATE

COLORADO STATE LIBRARY

Regan Harper
Director, Networking and Resource Sharing
Colorado Department of Education

DATE

Return Instructions:

Return signed copy of this document to the Colorado State Library, to the attention of Madison Basch.