



## **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 **Red Feather Lakes Community Library**, 71 Firehouse Lane, Red Feather Lakes, CO 80545 (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 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.cvlisites.org) or sub-directory (cvlisites.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 training 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.
- Help PARTNER address accessibility issues related to the CMS platform, and provide basic training in accessibility principles for PARTNER staff.



- 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 CSL.
- 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.

#### **ACCESSIBILITY**

The website will be, to the fullest extent possible, compliant with WCAG Guidelines as required of local governmental entities by Colorado State law ([HB21-1110](#)). CSL will address in a timely manner any accessibility issues it is notified about by the PARTNER that relate to the CMS and notify the PARTNER of any accessibility issues with the CMS that CSL cannot rectify. The PARTNER is responsible for making fully accessible all of the content on the site and noncompliance could be subject to the following penalties: a court order requiring compliance, monetary damages, attorney's fees, or a statutory fine of \$3,500 for each violation. CSL is not responsible for the content of the PARTNER site, and not obligated to address accessibility problems with content that should be addressed by PARTNER staff, beyond providing training and advice.

#### **PRIMARY CONTACTS.**

CSL: Babi Hammond, [Hammond\\_B@cde.state.co.us](mailto:Hammond_B@cde.state.co.us), (720) 446-9847  
PARTNER: Darlene Kilpatrick [darlene@redfeatherlibrary.org](mailto:darlene@redfeatherlibrary.org) 970-881-2664

#### **TERMS AND CONDITIONS.**

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

1. This MOU may be revised 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 [redfeather.colibraries.org](http://redfeather.colibraries.org), 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 days 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. Commercial advertisements (such as Google AdSense) are not permitted.



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.

**RED FEATHER LAKES COMMUNITY LIBRARY**

\_\_\_\_\_  
**Creed Kidd**  
**Director**  
**Red Feather Lakes Community Library**

\_\_\_\_\_  
**DATE**

**COLORADO STATE LIBRARY**

\_\_\_\_\_  
**Regan Harper**  
**Director, Networking and Resource Sharing**

\_\_\_\_\_  
**DATE**