

Our vision of Coeur d'Alene is of a beautiful safe city that promotes a high quality of life and sound economy through excellence in government

#### GENERAL SERVICES/PUBLIC WORKS COMMITTEE

with

Council Members Wood, Evans, English April 11, 2022, 12:00 p.m. Library Community Room 702 Front Avenue

#### **AGENDA**

#### \*\*\*ITEMS LISTED BELOW ARE CONSIDERED TO BE ACTION ITEMS

- Item 1 Request Approval of a Personnel Rule Update to the Classification/Compensation Plan in Regard to the Department Specialist Classification—Director Melissa Tosi, Human Resources Department
- Item 2 Request Approval of the Sick Leave Bank Policy Update- Director Melissa Tosi, Human Resources Department
- Item 3 Request Approval of the Professional Services Agreement with Otocast, LLC, for the Creation and Hosting of an Audio Guide Mobile App City Accountant Stephanie Padilla, Arts Commission Liaison

The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Juanita Knight, Senior Legal Assistant, at (208) 769-2348 at least 24 hours in advance of the meeting date and time.



**Date:** April 11, 2022

**To:** General Services/Public Works

From: Melissa Tosi; Human Resources Director

**Re:** Personnel Rule Amendment – Classification and Compensation Plan

**Decision Point:** Should the City Council approve an amendment to the City's current Classification and Compensation Plan, specifically the Department Specialist classification?

**History:** The Department Specialist is currently leveled at a pay grade 5. The recommendation from staff and Ameriben, Human Resource Consulting, is to amend the job description and leveling to a pay grade 6, based on the added duties of the position.

Ameriben reviewed the internal alignment and compared the position to other classifications at both a pay grade 5 and a pay grade 6. Ameriben recommended the position of Department Specialist be changed to a pay grade 6 because of the added duties including preparing routine correspondence letters relating to City Council contracts and agreements, using Microsoft tools to create City communications and newsletters, announcements, slide decks, and processing parking ticket appeals. The duties that were added to the position are more complex, and require more skill, effort, and independent judgment.

As a result, due to the added duties and internal alignment, it is recommended to change the Department Specialist classification to a pay grade 6. If approved, this would be effective immediately. The proposed Personnel Rule amendment was posted a minimum of ten (10) consecutive days before the City Council meeting.

**Financial Analysis:** The change of leveling from a pay grade 5 to a pay grade 6 results in a 6% increase. The current employee would receive a 6% increase and the position will be amended in the staffing budget. The Municipal Services Department has savings in its overall budget to cover the increased cost in the current fiscal year of \$1,072.

- $\rightarrow$  Current annual base range for Department Specialist (pay grade 5) = \$32,406 \$45,593
- → Proposed annual base range for Department Specialist (pay grade 6) = \$34,320 \$48,380

**Performance Analysis:** Authorizing the above noted amendment will provide an updated leveling for the duties and responsibilities needed for the Department Specialist classification.

**Recommendation:** The City Council should approve the amendment to the City's Classification and Compensation Plan, specifically the Department Specialist classification.



### Department Specialist

Department: Municipal Services Reports to: Admin. Assistant Pay Grade: 5

Date Established: 1/2017 Date Revised: 4/2022 FLSA Status: Covered

#### **CLASSIFICATION SUMMARY**

A Department Specialist provides administrative, secretarial and clerical duties and may be assigned as a specialist in the services offered by the assigned department. Employees in this class perform a wide range of office support functions using independent judgment in applying existing policies and procedures to complete assignments. This involves knowledge of multiple procedures and program guidelines to make decisions. Employees are often the first point of contact for the Department and respond to mostly routine inquiries and explain department services, policies, procedures and rationale for decisions to customers. Employees typically utilize a variety of computer operations and/or specialized software to complete daily assignments. The classification's primary duties include providing customer service via telephone or in person, creating, reviewing and processing documents and records, identifying and correcting errors and omissions on documents received from staff, and/or public, performing data entry, maintaining records, making arrangements for meetings, maintaining office inventories, distributing mail, and other related duties. Work is usually performed in or near a front counter or office where customers can easily be accommodated.

#### ESSENTIAL DUTIES AND RESPONSIBILITIES (illustrative only and may vary by assignment)

- Performs customer service in-person or via telephone; refers calls to others as needed;
- Provides assistant by answering questions or directing customers to appropriate personnel;
- Sorts and distributes in-coming and processes outgoing mail;
- Types reports and distributes electronically or via hard copy;
- Copies, scans and e-mails appropriate documents to requestor or files appropriate forms;
- Takes payments, enters payments into appropriate database and sends to Finance Department;
- Prepares and reviews correspondence for supervisor or other staff;
- Prepares correspondence letters for city council contracts and agreements.
- Processes department documents in accordance with established procedures;
- Creates various department documents for crews or administrative employees
- Prepares the City's Municipal Milestones newsletter for distribution internally and externally;
- Prepares the monthly calendar for City wide distribution;
- Maintains accurate files and records such as insurance/bond and workers' compensation files;
- Issues permits, certificates and responds to requests per specific department protocols;
- Opens and sets up files for specific cases or projects; maintains accurate and up to date files;
- Creates and Uploads announcements to F-facebook and T+witter;
- Design slides for CDA TV and City Hall lobby: includes weekly calendar schedules, city events, road closures and various department notices
- Create brochures for various departments

Classification Title: Department Specialist Page 1

- Process parking ticket appeals;
- Reconcile monthly bills for the Finance Department;
- Responds to voice mail messages left on the department's phone system;
- Assists with special projects as assigned;
- Performs routine data entry and may generate reports;
- May process invoices or pcards;
- Responds to management's, supervisor's, co-workers' and citizens' questions and comments in a courteous, thorough and timely manner;
- Performs time management and scheduling functions, meets deadlines, and sets project priorities;
- Maintains strict confidentiality of all matters;
- Assists other department and City employees as needed or requested.
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices.
- Proficiently operate computers, software programs such as Microsoft Word, Excel, PowerPoint, or similar office software to create documents and other materials, maintain information, and generate reports;
- Work independently and exercise initiative, with general guidance and supervision;
- Maintains and overseas multiple conference room calendars daily.

#### **SECONDARY DUTIES AND RESPONSIBILITIES:**

- Provides backup to other administrative staff as needed;
- May make travel arrangements and reconcile travel expenses;
- Performs other duties as assigned.

#### **CLASSIFICATION REQUIREMENTS:**

The requirements listed below are representative of the minimum knowledge, skill, and/or ability required for an individual to satisfactorily perform each essential duty satisfactorily and be successful in the position.

#### **Knowledge of:**

- Modern office equipment and procedures;
- PC operating systems;
- Basic internet operations;
- Customer service techniques;
- Time management and organizational methods;
- Records and file management including copying, scanning and indexing;
- Basic math and bookkeeping skills.

#### Skill and Ability to:

- Provide effective and professional customer service;
- Ability to enter computer data quickly and accurately;
- Accurately classify, file, and retrieve materials;
- Operate a computer with demonstrated proficiency using contemporary and related database, word processing, and spreadsheet software applications at an appropriate level for efficient job performance;
- Read and understand complex laws and other written documents;
- Operate 10-key by touch;
- Apply basic math, as well as spelling and grammatical skills;
- Receive, comprehend and follow verbal instructions;

- Display an attitude of cooperation and work harmoniously with all levels of City employees, the general public and other organizations;
- Use English and speak clearly for understanding;
- Listen carefully to, understand, and effectively communicate through verbal, written, and electronic communication channels;
- Perform duties to supervisor's expectations;
- Follow verbal and written instructions;
- Work independently and exercise initiative, with general guidance and supervision;
- Maintain a professional demeanor at all times;
- Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Demonstrate integrity and ingenuity the performance of assigned tasks and solving problems;
- Perform all duties in accordance with City policies and procedures with regard for personal safety and that of other
  employees and the public.

#### **ACCEPTABLE EXPERIENCE AND TRAINING:**

- High school diploma or GED;
- Prefer one to two (1-2) years' experience in administrative work, preferably in a governmental setting; or
- An equivalent combination of education and experience that provides the required skills, knowledge and abilities to successfully perform the essential functions of the position may be considered.

#### **PHYSICAL DEMANDS & WORK ENVIRONMENT:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this classification. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this classification, the employee is frequently required to stand, walk, sit, stoop, kneel, bend, use hands to keyboard or type, handle materials, or manipulate tools used in performing the essential functions of the classification, and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this classification include close vision, distance vision, color vision peripheral vision, depth perception and ability to adjust focus. Sufficient clarity of speech and hearing abilities required by this classification includes those which permit the employee to discern verbal instructions and communicate effectively in person, by telephone. While performing the duties of this classification, the employee works in an office setting where the noise level in the work environment is usually moderate.

Classification Title: Department Specialist Page 3



**Date:** April 11, 2022

**To:** General Services/Public Works Committee

From: Melissa Tosi; Human Resources Director

**Re:** Sick Leave Bank Policy Amendments

**Decision Point:** Should the City Council approve the amendments to the Sick Leave Bank Policy?

**History:** The current policy was approved by Council in 1992 and has not since been updated. The purpose of the Sick Leave Bank Policy is to provide employees who are enrolled members an opportunity to request paid hours of leave when they have exhausted all of their own personal leave balances due to a non-work-related illness/disability. Also, this policy, written almost 30 years ago, does not account for the importance of protecting private health information and the necessary records retention.

The majority of the policy amendments are housekeeping changes and provide clarity to outdated language. As a result, the substance of the policy will remain the same (summary of amendments attached). However, below are the more detailed amendments that add and/or change the current process:

- Section 2. Administration: Amends "Sick Leave Council" to "Sick Leave Committee." Better defines who the volunteer members are and how they are appointed. Removes term limits for committee members with exception of the chair. Adds HR Director for policy amendments.
- *F. Maximum Capacity*: Deletes maximum capacity language; bank should be accessible equally to all benefitted employees.
- *G. Special Assessment*: Deletes all special assessment language; the committee shall work with hours available.
- Section 11. Employee Privacy: Adds language to ensure committee members are following privacy rules specific to confidential medical information being discussed. Documentation shall remain in employee's personnel file in HR.

These proposed amendments have been reviewed by the Sick Leave Council which represent each of the three bargaining groups, as well as a City Council member.

Financial Analysis: There are no hard costs associated with the Sick Leave Bank Policy amendments.

**Performance Analysis:** Authorizing the amendments will provide an updated policy necessary for the Committee to move forward with, and better guide employees on how to utilize the sick leave bank. Additionally, employees can be assured that Human Resources will continue to manage and protect their private medical information.

**Recommendation:** The City Council should approve the amendments to the Sick Leave Bank Policy.

#### PROPOSED CHANGES TO SICK LEAVE BANK POLICY

Section 1. Purpose	Punctuation updates.
Section 2. Administration	Amends Sick Leave Council to Sick Leave Committee. Better defines who the volunteer members are and how they are appointed. Removes term limits for committee members with exception of the chair. Adds HR Director for policy amendments.
Section 3. Eligibility for Membership	Clarifies language, but the substance remains the same.
Section 4. Membership	Clarifies language, but the substance remains the same.
Section 5. Donation	Clarifies language, but the substance remains the same.
F. Maximum Capacity	Delete maximum capacity language, bank should be accessible equally to all employees.
G. Special Assessment	Delete all special assessment language, the committee shall work with hours available.
Section 6.  Maximum Withdrawal from Bank	Clarifies language, but the substance remains the same.
Section 7. Employee Use of the Sick Leave Bank	Clarifies language, but the substance remains the same.
Section 8. Applying for Sick Leave Bank Benefits	Clarifies how to apply for benefits and what is needed in the 3 sections of the application process.
Section 9. Consideration of Benefits	Clarifies language, but the substance remains the same. Adds the HR Directors role in convening the committee.

Section 10.  Maximum Eligibility	Clarifies language, but the substance remains the same.
Section 11. Employee Privacy	Add language to ensure committee members are following privacy rules specific to confidential medical information being discussed. Documentation shall remain in employee's personnel file in HR.
Section 12. Long-Term Disability	Clarifies language, but the substance remains the same.
Membership Application	Add to policy



City Hall, 710 E. Mullan Avenue Coeur d'Alene, Idaho 83814 208-769-2205

#### CITY OF COEUR D'ALENE SICK LEAVE BANK POLICY

#### Section 1A. PURPOSE

The purpose of the Sick Leave Bank shall be to provide employees who qualify by membership in the Bank with the additional sick leave days needed to recover from a temporary non-occupational illness/disability. The Bank shall not be used as a reserve for time lost due to short term illness/accident of less than ten (10) working days, for time lost due to illness in the family, for bereavement, for occupational illness/disability, or for any purpose other than the personal illness of the employee.

#### Section 2.B. ADMINISTRATION

The Sick Leave Bank shall be governed by the Sick Leave <u>CommitteeCouncil</u> in conformance with the regulations set forth in this policy. The Sick Leave <u>CommitteeCouncil</u> shall be composed of <u>the following</u> six volunteer members <u>who are current employees and current member of the City Council</u>, of the City of Coeur d'Alene.

- 1 Department Head;
- 1 Employee either Exempt or Unrepresented;
- 1 Employee representing Firefighters Local No. 710
- 1 Employee representing Lake City's Employee Association;
- 1 Employee representing Police Association;
- 1 Councilmember.

two (2) administrators; three (3) employees, one representing each bargaining unit; and one City Council Member.

The <u>City Administrator will</u> appoint the <u>Department Head and Exempt/Unrepresented</u> employee, the <u>President of each bargaining unit will appoint the employee representing such bargaining unit, and the Council-members will be appointed by the City Council. <u>All members and-will serve as a committee member until a replacement is appointed three (3) year rotating terms.</u> Any member may be removed as a committee member by majority vote of the Sick Leave Committee or by the appointing power as described above. <del>as follows:</del></u>

MEMRER	FYPIR ATION
WIEWIEEK	LAI III III
One employee	00/30/03
One employee	07130173
One amployee One Administrator	00/30/04
One employee, One Authinistrator	<del>07130177</del>
One amployee One Administrator	00/30/05
One employee, One Hammistrator	07130173

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Mid-term vacancies shall be filled by appointment of the City Council, with members representing each bargaining unit nominated by the President of that bargaining unit, and the appointee shall serve for the remainder of the unexpired term.

The Sick Leave <u>CommitteeCouncil</u> will elect a chairperson <u>from among its members</u>, <u>which chairperson shall serve in that position for three (3) years and may serve consecutive terms</u>.

The <u>Human Resources Director, in consultation with the Sick Leave Committee Council</u>, shall <u>annually</u> review and/or revise this policy <u>as needed</u>. Any Changes, additions, or deletions to the Sick Leave Bank Policy shall be <u>brought forward by the Human Resources Director and</u> approved by the City Council.

#### Section 3C. ELIGIBILITY FOR MEMBERSHIP

Membership in the Sick Leave Bank shall be extended is available to any employee of the City of Cocur d'Alene as follows: who has donated one (1) day of personal sick leave at the formation of the Sick Leave Bank.

Thereafter, membership shall be extended as follows:

- a) Membership in the Sick Leave Bank will be <u>available\_extended</u> to new <u>benefitted</u> employees within thirty (30) calendar days after initial employment by the City and upon the donation of one (1) day of sick leave within sixty (60) days of employment.
- b) Open enrollment in the Sick Leave Bank will be extended available annually to any benefited employee, who has previously waived enrollment and is currently accruing full benefits, in the month of June each year. Eligibility for Bank benefits will be effective July 1st of that same year.

The enrollment form, a copy <u>of which is</u> attached and incorporated herein, authorizing the transfer of a personal sick leave day to the Bank <u>fund</u>-must be signed and returned to the <u>Personnel-Human Resources</u> Department <u>in a timely manner</u> before the employee becomes a member of the Sick Leave Bank.

#### Section 4D. MEMBERSHIP

Employees who donate one (1) day of accumulated personal sick leave to the Sick Leave Bank upon formation of the Bank or during the enrollment period, as specified in Section C, shall be members of the Bank and eligible for its benefits.—A list of current Sick Leave Bank members shall be provided when requested published—by the Personnel—Human Resources Department to the Sick Leave Bank Committee—and given to the Sick Leave Council on a monthly basis unless no changes have occurred. This list shall be considered the official Membership Role.

#### Section 5E. DONATION

Donations to the Sick Leave Bank shall conform to the following regulations:

- a) 1.—An employee donating one (1) day (eight hours for 40 hour employees, 12 hours for firefighters) of accumulated personal sick leave at the formation of the Sick Leave Bank, during the open enrollment period, or within sixty (60) days of initial employment with the City shall be a current member and shall continue as a current member until it is necessary to call for a special assessment (One "day" for firefighters is equivalent to 12 hours.)
- b) 2. Days dDonated hours to the Bank shall be non-returnable to the donor as personal sick leave in the event of termination of Bank membership or separation from eCity employment.

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#### F. MAXIMUM CAPACITY

The Sick Leave Bank shall accumulate unused Bank days from year to year to a maximum capacity which shall not exceed double the number of the members on the official Membership Role as defined in Section C and D.

#### G. SPECIAL ASSESSMENT

If the Bank's accumulated unused days drops to one half (1/2) the Bank's currently enrolled members, the Personnel Department will notify the Sick Leave Council that a special assessment, consisting of one (1) personal sick leave day per current member, needs to be made. The Sick Leave Council will then distribute and collect donation forms. Upon return of the donation forms, the Personnel Department will deduct the sick leave day from the donor's personal account.

An employee may donate only one (1) day and the special assessment shall be for only one (1) day. Any current member not donating a day to the special assessment shall be dropped form the Sick Leave Bank. Current members who have no accumulated personal sick leave shall continue as current members without penalty, but upon accumulating one (1) day of personal sick leave, that day will be transferred to the Sick Leave Bank.

#### Section 6H. MAXIMUM WITHDRAWAL FROM BANK

The maximum number of hours that shall be approved for withdrawal shall not exceed the Bank's total available hours, subject to the provisions of Section 10 hereof.

#### Section 74. EMPLOYEE USE OF THE SICK LEAVE BANK

The following shall apply to Mmembers of the Sick Leave Bank shall conform to the following regulations when requesting the use of Bank days:

- a) 1.—To qualify for Sick Leave Bank usage an employee must first satisfy the following three (3) requirements:
  - 1) The employee is a member of the Sick Leave Bank.
  - A. Time lost due to illness/disability must exceed ten (10) days (six shifts for firefighters).

<sup>&</sup>lt;sup>1</sup> One day shall be 8 hours for a 40 hour a week employee and 12 hours for a 56 hour a week employee.

- 3) B.—All accrued vacation, compensated time and personal sick leave must be exhausted.
- 4) C. Documentation that illness/injury did not exist prior to initial Sick Leave Bank enrollment.
- Leave is needed to recover from a temporary non-occupational illness/disability,
- 6) Leave is needed for the personal illness of the employee.

The transfer of Sick Leave Bank hours will occur beginning on the eleventh (11th) day (seventh shift for firefighters) following the onset of the illness/disability or upon the exhaustion of all accumulated vacation, compensated time and personal sick leave, whichever occurs last.

#### Section 8. APPLYING FOR SICK LEAVE BANK BENEFITS

2. To request donated hours from the Sick Leave Committee, a completed Sick Leave
Bank Application must be submitted to the Human Resources Director. The Sick
Leave Bank Application consists of the following:

#### a) Section One. Employee Section:

The employee, or <u>designee family member</u> when the employee is physically incapable, shall <u>complete the employee section of the application which details the employee's contact information, date of injury and projected absence, a written statement from the employee of the reason for the request, and the approximate hours requested.</u>

#### b) Section Two. Physician's Section:

The employee shall have their physician complete the physician's section of the application which verifies the onset of illness and primary diagnosis, treatment plan and prognosis, projected recovery period, and expected dates for returning to work. Medical updates must be provided to Human Resources in 30-day intervals and will be forward to the Sick Leave Bank Committee within five (5) working days. Use of Sick Leave Bank benefits will run concurrently with Family Medical Leave. secure a written statement of illness from the employee's physician to protect the Sick Leave Bank and the City of Coeur d'Alene from malingering and false claims of illness. Said statement shall include: verification of the illness/disability; date of onset of illness/disability; projected recovery period; estimated date of return to work, and next scheduled visit with doctor. An update must be given to the Personnel Department in intervals of thirty (30) calendar days; the Personnel Department will then forward the updated information to the Sick Leave Council within five (5) working days.

#### c) Section Three. Employee Supervisor's Section:

3. The physician's statement must be attached to the "EMPLOYEE APPLICATION TO THE SICK LEAVE BANK", a copy attached and incorporated herein, and given to the employee's supervisor. The Department Head, or designee, supervisor shall complete the final section remainder of the application, provide any important historical information of sick use, obtain the required verification from the Personnel Department, and make a recommendation to the Sick Leave Committee

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on the requested hours. , and The Department Head, or designee, shall submit the completed application and physician's statement to the Human Resources Director Sick Leave Council Chairman (or Sick Leave Council Secretary in the Chairman's absence) within five (5) working days.

#### Section 9. CONSIDERATION OF BENEFITS

- 4. The Human Resources Director will convene the Sick Leave Committee Council for review and discussion of submitted application. The Sick Leave Committee Chairman will provide the Human Resources Director with the Committee's shall forward its decision to approve or deny disapprove the employee request to the Personnel Department within five (5) working days of receipt of the completed application described above. The Human Resources Personnel Department will immediately notify the employee and the employee's Department hHead.
- 5. If the employee's request is approved, transfer of the approved number of days hours from the Sick Leave Bank to the employee shall be made as used during each pay period through the timecard system, as used during the pay period.

If an employee's request is denied, the employee does have the option to apply for disability insurance benefits.

Any vacation, compensated time and personal sick leave hours accrued by an employee, while being compensated through the Sick Leave Bank, shall be used in the next pay period prior to the transfer of any additional Sick Leave Bank hours.

#### Section 10. MAXIMUM ELIGIBILITY

- 6. <u>Below are The maximum number of Sick Leave Bank hoursdays</u> available to an employee, for any one illness/disability:
  - a) 40 hour a week employee: 520 hours
  - b) 56 hour a week employee: 720 hours

; is the equivalent of sixty five (65) working days (30 shifts for firefighters) which is a maximum of 520 Sick Leave Bank hours (720 hours for firefighters).

#### Section 11. EMPLOYEE PRIVACY

The Sick Leave Committee shall follow all privacy rules to assure the individuals' health information is properly protected while allowing the flow of health information needed to determine eligibility for the Bank. All medical documentation provided to the Committee will be kept in the employee's medical file in Human Resources.

#### Section 12. 7. LONG-TERM DISABILITY

The Sick Leave Bank benefits can assist an employee to bridge the gap to long-term disability benefits. Employees should not rely only on Bank donations, but will need to complete a long-term disability application for possible eligibility if Tthe continued-illness/Ddisability will extend of an employee beyond the sixty (60) calendar days. If approved for long-term disability benefits, the elimination period

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required for City disability insurance benefits is sixty (60) days and the disability benefit pays 60% of the employees' wages. As a result, the employees shall result in sick leave Bank benefits shall being pro-rated at 40% of normal pay to maintain normal wagessalary, up to the maximum Bank hours allowed.



Sick Leave Bank Application for Membership	Formatted: Font: 14 pt
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I hereby authorized the transfer of one day (8 hours for 40-hour employees, 12 hours for 56-hour employees) of accumulated sick leave from my sick leave balance to the Sick Leave Bank. I understand this donation shall be non-returnable as personal sick leave.	Formatted: Centered
Print Name:	
Signature:	
Department:	
Date:	
<u>HR use only</u>	Formatted: Font: Italic
Date HR Received Sick Leave Bank Application:	
□ New Employee	
□ Open Enrollment ←	Formatted: Indent: Left: 0.5", No bullets or  Formatted: Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"
Date Donation Withdrawn from Employees Sick Leave Balance:	

# Sick Leave Bank Policy

History
Amendments
Analysis
Recommendation

1





# History

- Current policy adopted by Resolution No. 92-172
- Purpose: Provide employees who are members an opportunity to request paid hours when they have exhausted personal leave due to non-work related illness/disability.
- Membership:
  - 1. New Employee (first 30 days)
  - 2. Open Enrollment (June of each year)

# Sick Bank Stats

Sick Leave Bank	Stat
Current Bank Balance	2887 hours
Average Approvals Per Year*	2.27
Total Approved Hours Donated*	1837 hours
Average Hours Donated* (per approval)	153 hours ←
Average employee wage = \$33 per hour	\$5,049

\*over last 11 years

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# **Amendments**



#### **Section 2. Administration**

- Amends Sick Leave Council to Sick Leave Committee
- Adds HR Director for policy amendments
- Removes term limits since the committee only meets on an as needed basis
- Defines volunteer members and how they are appointed

# **6 Volunteer Members**

#### Current designation of members



5

# **6 Volunteer Members**

### Amended designation of members

Department Head	$\rightarrow$	Appointed by City Administrator
Exempt/Unrepresented Employee	$\rightarrow$	Appointed by City Administrator
FF Local No. 710 Employee	$\rightarrow$	Appointed by Fire Union President
LCEA Employee	$\rightarrow$	Appointed by LCEA Employee President
Police Association Employee	$\rightarrow$	Appointed by Police Association President
Councilmember	$\rightarrow$	Appointed by City Council

# **Amendments**

## **Maximum Capacity**

- Current language:
  - · Limits membership
  - Maximum capacity shall not exceed double the number of the members
- · Amendment:
  - Delete language, bank should be accessible equally to all benefited employees that chose to be members

7

# **Amendments**

# **Special Assessment**

- · Current language:
  - Due to limited membership, special assessment allows already enrolled members to donate additional day if bank runs low in hours.
  - If member does not donate under special assessment, member shall be dropped from bank.
- · Amendment:
  - Delete language, committee shall work with hours available in the bank.

# **Amendments**

Section 11. Employee Privacy

- New section added to insure privacy rules are followed for medical documentation.
- Documentation will remain in employees medical file in HR.

c



Amendments have been reviewed and approved by the Sick Leave Committee.

Amendments allow for HR to continue to manage and retain employees private medical information.

Authorizing amendments will provide for a better policy to better guide both employees and the committee.

#### **Recommendation:**

The City Council should approve the amendments to the Sick Leave Bank Policy.

#### GENERAL SERVICES/PUBLIC WORKS COMMITTEE STAFF REPORT

**DATE:** APRIL 11, 2022

FROM: STEPHANIE PADILLA, ACCOUNTANT, ARTS COMMISSION LIAISON

SUBJECT: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH

OTOCAST, LLC, FOR THE CREATION AND HOSTING OF AN AUDIO GUIDE

**MOBILE APP** 

\_\_\_\_\_

#### **DECISION POINT:**

Should Council approve a Professional Services Agreement with Otocast, LLC, for the creation and hosting of an Audio Guide Mobile App in the amount of \$5,000, plus annual maintenance fees as agreed?

#### **HISTORY:**

In December 2021, the City of Coeur d'Alene Arts Commission received a proposal to develop an Otocast audio guide for the City's public art collection. Otocast is a mobile app which is designed to be used with self-guided tours. The app is available for Android or Apple devices, and contains a variety of GPS based points of interests. At each point of interest, the guide provides an audio and text narrative, photos, and a web link. The public art collection includes approximately 90 points of interest which would be included in the guide. The Arts Commission approved the purchase of an Audio Guide Mobile App from Otocast LLC, at its meeting held on February 22, 2022.

#### **FINANCIAL:**

The cost of initial setup of the Audio Guide is Five-thousand dollars (\$5,000.00), which includes up to 90 points of interest. After the first year, there is a maintenance fee of Twenty-eight dollars (\$28.00) per point of interest which equals approximately Two-thousand, Five hundred Twenty dollars (\$2,520.00) annually. New points of interest may be added after initial setup and would be subject to a fee of Fifty-six dollars (\$56.00). Thereafter, each new point of interest would be subject to the annual maintenance fee. Funding for this project will come from the Public Art Fund – Lake District URD. Ignite cda annually provides a percentage of its budget to the City for public art within the Urban Renewal Districts.

#### **DECISION POINT/RECOMMENDATION:**

Council should approve the Professional Services Agreement with Otocast, LLC, for the creation and hosting of an Audio Guide Mobile App, in the amount of Five-thousand dollars (\$5,000.00) for the initial setup, together with an agreed fee for additional points of interest and an annual maintenance fee as agreed.

#### PROFESSIONAL SERVICES AGREEMENT

#### between

#### CITY OF COEUR D'ALENE

and

#### OTOCAST, LLC

for

#### COEUR D'ALENE ARTS COMMISSION AUDIO GUIDE MOBILE APP

	THIS	Agreement is made and entered into this day of, 2022,
	n the C	CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation
_		existing under the laws of the state of Idaho, hereinafter referred to as the "City,"
		T, LLC, a New York Limited Liability Company, with its principal place of business
น		hereinafter referred to as the "Consultant."
	WIT	NESSETH:
	Section	1. <u>Definitions</u> . In this Agreement:
Idaho 8	A. 83814.	"City" means the City of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene,
	B.	"Commission" means the Coeur d'Alene Arts Commission.
	C.	"Consultant" means Otocast, LLC,
Comm	D. ission.	"Location" means an individual artwork or other site designated by the
	E.	"Mayor" means the mayor of the City of Coeur d'Alene or his designee.
Consul	Section ltant and	12. <u>Employment of Consultant</u> . The City hereby agrees to engage the d the Consultant hereby agrees to perform the services hereinafter set forth.
	Section	a 3. <u>Scope of Services</u> .
-		The Consultant shall perform the services generally described in the Audio Guide shed hereto and incorporated herein by reference as Exhibit "A," pertaining to the n of mobile services associated with interactive audio guides for the Commission.
	B.	Specifically, the Consultant shall:

Create an audio guide or guides (hereinafter referred to as the "Guide") in

the existing Otocast app for Locations and tours specified by the Commission, which may include a "Welcome" entry for each Guide created by the Commission to be used as an

introduction to the Guide's content;

- 2. Collaborate with the City to determine the best presentation for the City's collection (e.g., number of guides, suggested paths, push-pin color, etc.) and produce the content required for the Guide, including for each Location:
  - a. Name;
  - b. Identification by longitude/latitude or address;
  - c. One (1) to five (5) photos;
  - d. Informational text including associated websites, if any; and
  - e. Audio commentary as designated by the Commission;
- 3. Host and manage the server-side data used to provide content to the mobile app;
- 4. Assist the City with changes and updates to the Locations, including updates to text, audio, photos, and identification; and
- 5. Add Locations to the Guide as requested by the City or Commission, subject to an additional fee as set forth herein.

#### Section 4. <u>Personnel</u>.

- A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the services required hereunder will be performed by the Consultant or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.
- C. The Consultant agrees to maintain Worker's Compensation coverage on all employees, including employees of subconsultants, during the term of this Agreement if and to the extent required by Idaho Code §§ 72-101 through 72-806. Should the Consultant fail to maintain required insurance during the entire term hereof, the Consultant shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Consultant shall furnish to the City, prior to commencement of the work, such evidence as the City may require regarding existence of or exemption from coverage.
- Section 5. <u>Time of Performance; Term.</u> The initial services of the Consultant shall commence upon execution of this Agreement by the Mayor and shall be completed within \_\_\_\_\_ (\_\_\_) days thereafter.

The term of this Agreement shall be two (2) years, unless terminated as provided herein. The Agreement shall automatically renew for successive one-year terms thereafter unless a party gives notice of its intent not to renew at least sixty (60) days before the end of the current term.

#### Section 6. <u>Compensation</u>.

- A. Subject to the provisions of this Agreement, the City shall pay the Consultant as follows:
  - 1. An initial fee of Five thousand and no/100 dollars (\$5,000.00), which includes up to ninety (90) Locations, regardless of the number of distinct tours, which fee is associated with the creation and implementation of the Guide;
  - 2. After the first year, a maintenance fee of Twenty-eight and no/100 dollars (\$28.00) for each Location; and
  - 3. A fee of Fifty-six and no/100 dollars (\$56.00) for each new Location added to the Guide after initial set-up.
  - 4. Payment shall be due as follows; PROVIDED, any fees after the initial project fee, including maintenance fees, shall be paid within thirty (30) days after the submission of an invoice by the Consultant:

Deliverable	Projected Delivery Date	Price	e	Comments
Signed MOA	Month, Day, 20xx	\$	TBD	50% of total project fee
Complete CUSTOMER guide(s) publicly available in Otocast app. Setup and configuration	Month, Day,	\$	TBD	Balance of project fee
Maintenance	Month, Day, 20xx	\$	TBD	Due one year after guide is published (if applicable)

- B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service, or other thing of value to the Consultant in connection with performance of its duties. The Parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.
- C. This Agreement is expressly made contingent upon funding being provided by ignite cda through its Public Art Fund. Should ignite cda funding be unavailable, in whole or in part, this Agreement may be terminated by the City at its sole option in a writing delivered to the Consultant. In that event, all finished or unfinished documents and other materials as described in Section 7 shall, at the option of the City, become its property. The Consultant shall be entitled to receive compensation not to exceed the contract amount for work actually done prior to the date of the notice; PROVIDED, the City, without its written consent, shall not be liable for any payment to the Consultant beyond the funding provided by ignite cda.

- Section 7. <u>Termination for Cause</u>. If, through any cause within the Consultant's reasonable control, the Consultant fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall, after providing the Consultant reasonable time to remedy the deficiency, which shall not exceed fourteen (14) days, have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other materials prepared by the Consultant under this Agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed in preparing such documents and materials. Equitable compensation shall not exceed the contract amount for work actually done.
- Section 8. <u>Termination for Convenience of the City</u>. The City may terminate this Agreement at any time by giving thirty (30) days' written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 7 above shall, at the option of the City, become its property. The Consultant shall be entitled to receive compensation not to exceed the contract amount for work actually done prior to the date of the notice.
- Section 9. Equal Employment Opportunity. In accordance with Chapter 9.56, Coeur d'Alene Municipal Code, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, sexual orientation, and/or gender identity/expression. Such actions shall include, but are not limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant shall assure compliance with this Section by each sub-consultant, with the exception of contracts or subcontracts for standard commercial supplies or raw materials.

#### Section 10. Assignability.

- A. The Consultant shall not assign any interest or duty in this Agreement and shall not transfer any interest or duty in the same (whether by assignment or novation) without the prior written consent of the City; PROVIDED, claims for money due or to become due to the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- Section 11. <u>Publication, Reproduction and Use of Materials</u>. No material created or produced, in whole or in part, pursuant to this Agreement shall be subject to copyright in the United States or in any other country by the Consultant. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data electronic

files, or other materials prepared under this Agreement. The Consultant shall provide copies of such work products to the City upon request.

- Section 12. <u>Jurisdiction; Choice of Law</u>. Any civil action arising under this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The laws of the state of Idaho shall govern the rights and obligations of the parties.
- Section 13. <u>Relationship of the Parties</u>. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement, but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.
- Section 14. <u>Integration</u>. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

#### Section 15. Hold Harmless.

- A. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents and employees from and against any and all damages or liability arising out of the Consultant's wrongful acts or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from the Consultant's performance of this Agreement and not arising from the Consultant's professional services. To this end, the Consultant shall maintain general liability insurance in at least the amounts set forth in Section 21(A).
- B. The Consultant shall save, hold harmless and indemnify the City, its officers, agents, and employees from and against damages or liability arising out of the Consultant's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from the Consultant's negligent performance of this Agreement, including but not limited to the Consultant's professional services. To this end, the Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 21(B).
- Section 16. <u>Notification</u>. Any notice under this Agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

#### Section 17. <u>Insurance</u>.

A. The Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that

the minimum limits shall be those provided for by Idaho Code § 6-924.

- B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultant's employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of five hundred thousand dollars (\$500,000.00).
- C. Prior to work under this Agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty (30) days' notice prior to cancellation of the policy for any reason in which case the Consultant shall promptly notify the City.
- Section 18. <u>Non-Discrimination</u>. With regard to the work performed by it during the term of this Agreement, the Consultant shall not discriminate on the grounds of race, color, sex, national origin, sexual orientation, and/or gender identity/expression as provided by Coeur d'Alene Municipal Code Chapter 9.56.
- Section 19. <u>Confidentiality</u>. The terms and provisions of this Agreement, the existence or substance of any discussions with regard to the subject matter herein, and any information which a Party provided or may provide to the other Party shall be deemed confidential information of the disclosing Party and shall be kept confidential by the receiving Party to the greatest extent allowed by law. The Consultant acknowledges and agrees that the City is a public entity and that its records are public records, subject to disclosure upon request except as specifically provide in Title 74, Chapter 1, Idaho Code.

IN WITNESS WHEREOF, this Agreement executed the day and year first written above.

CITY OF COEUR D'ALENE	OTOCAST, LLC
	By
James Hammond, Mayor	Its
ATTEST:	
Renata McLeod, City Clerk	

# **Coeur d'Alene Arts Commission**

**Audio Guide Proposal** 

December, 2021

### **Prepared by:**

Eric Feinstein eric.feinstein@otocast.com (914) 923-4626





### 1 Introduction

Otocast is pleased to present our mobile app solution for activities and self-guided tours associated with the Coeur d'Alene art collection.

The overall scope of the Otocast solution is presented in a separate document, but in brief summary:

Otocast is a mobile application platform (Android or Apple) that contains a variety of GPS-based, audio-centric guides. Each guide contains a variety of "points-of-interest" with each point of interest providing:

- Textual information (including, if desired, web links, embedded videos, etc.)
- Photos
- Door-to-door directions
- Audio narrative

As a location-aware application, upon opening Otocast the end-user is immediately shown the closest content, with directions provided from their current location. That said, the content will always be accessible to anyone using the app, regardless of where they are in the world.

Otocast offers a consistent interface and user experience to ensure ease of use and consistency. We provide the ability to allow you to embed guide content in your (or partner) websites to increase visibility and raise awareness of the experiences. We utilized the same tools to create a mobile website version of the guide, which will be available early 2022, and will expand the reach of the platform to people who are app-wary, hesitant to load something new, or simply don't have a smartphone.

We strive to provide an application that is easy to use, while incorporating features to allow increased engagement and appreciation of your points of interest. We don't require you to learn a new system of a variety of processes to prepare you guide. We do all the production for you – and just ask that you share access to your content. We will reformat, edit and manage all aspects of the content preparation.

We know that there are other solution providers, and to help differentiate ourselves, the following pages highlight some of the features that make Otocast unique. But beyond that, we pride ourselves on the relationship that we build with our customers - one of partnership and trust. We know that you have deadlines to meet, and frankly have other jobs to get done, so we work hard to make sure you can focus on your primary responsibilities and leave the bulk of the work to us.



## 2 Otocast Products / Services

The following summarizes the various features included with the Otocast application and are available to any tour/guide in the platform.

- No / Low learning curve: Otocast creates the guide for you. There is no need to learn a new system or workflow. Simply provide access (e.g., via dropbox, google drive, email, etc.) to your content and we will manage the formatting, editing, creation, and management
- **Unlimited revisions / updates** The guide is not done until you are satisfied with it. Content can always be changes and adjusted as needed. Any changes will typically appear within 24 hours and appear instantly in the app.
- **Proximity notifications**: Alerts a user when they are within a pre-specified radius (determined by you) of any point-of-interest
- **Easy discovery**: The app sorts all content by proximity, so anyone opening the app in your area will see your guide at the top of the list. Similarly, people using the app in other Otocast cities can easily discover your guide. Guides can also be sorted alphabetically by city, and all content is completely searchable
- Auto-play: Automatically play audio when within a pre-specified radius (determined by you) of any point-of-interest (feature is configurable by end-user)
- Audio transition 1: Prompts the user for what to do if they auto-play while listening to another track (i.e., switch or stay)
- Audio transition 1a: Provides override option (configurable by you) to automatically transition to new audio track
- Multiple Points-of-interest: Provides a variety of tour stops to engage visitors. These stops can be
  associated with a single category or can be combined with other points-of-interest related to a
  different genre or tour sponsor. Color-coding the route markers and info panels provides
  immediate identification to the app user.
- Layered content: Facilitates discovery of different points-of-interest in a guide, allowing pushpins to be temporarily hidden based on their color / theme
- **API support:** An application interface that allows tour content to be extracted from the Otocast data repository and included on your website.
- **Audio Commentary**: Provides insight to the tour, deepens engagement and fosters a longer, more meaningful experience with the point-of-interest and its surroundings. For art pieces, we work with the artists to get a first-person narrative.
- **Info Panel:** For each point-of-interest, the app provides a photo gallery, descriptive, rich text and mapped directions from the user's current location
- **Custom content**: The text panel can incorporate active links that facilitate access to a website, initiate a call, embed a video, or solicit customer feedback.
- Self-guided: Points-of-interest may be accessed in any manner that best suits the end user
- · Suggested route: Points can be connected via a route line to provide a suggested route
- · Social media integration: Allows users to share photos via social media, text, email, etc.



- · Selfies: Allows users to access their camera from within the app to share photos
- **Embedded advertising**: Allows non-tour points (e.g., local advertisers or sponsors) to be included in the tour(s) –differentiated from points-of-interest by color and cannot be hidden by layer
- Splash page: Static graphic image before accessing the guide provides ability to promote events or sponsorships
- Google Analytics: Provides access to a variety of usage statistics including number of times the app was accessed, time of day, which locations were the most popular, across any time period
- · Bluetooth beacon support: For more elegant indoor and multi-floor navigation
- Bluetooth beacon support: Optionally allows content to be 'hidden' until approached by an enduser
- **Gamification**: Provides increased ability to engage end-users through awards of virtual badges and potential real-world prizes.
- **iOS / Android platform support:** Allows the app to be run on iPhone, iPad and Android-based smartphones and tablets.
- **Dial-up audio** For non-smart phones, provide a phone number that can be dialed to hear associated audio
- Mobile web interface: Coming soon to allow access to core guide content via a web browser, in addition to the app

We are constantly enhancing and updating features / functionality within the application and can discuss roadmap items at your request.



### 3 Pricing

The following information is our general fee structure and represents the maximum pricing for the core services of the application. We also acknowledge that additional features may be required, specific to your needs, and we are more than happy to discuss additional details at your request.

#### Initial setup/configuration

This includes everything needed to put the guide(s) together and support it for 1 year after it goes "live". It is typically priced per "point-of-interest" (i.e., tour stop). We also recommend an "introduction" entry for each guide – this has no additional fee, but is useful to establish the context and tone for the guide.

This fee covers any/all changes to the points throughout the first year after the guide is published to the app -- whether it is updating text, audio, photos, temporarily removing a point, or adding some new ones. The setup fee has varied for different customers depending on additional features, requirements, bundling, and other factors, but to have a starting point of a conversation, consider a maximum of \$125 per point. This lowers to \$100 per point for implementations with more than 50 locations.

The minimum annual fee is \$500.

#### **Annual Maintenance**

This begins one year after the guide is "published" / made available to the public, and applies to any points that remain beyond the initial1-year period. As before, you can make as many updates as you need. The annual fee has a maximum of \$60 per point (\$50 for implementations with more than 50 locations).

The minimum annual fee is \$500.

#### Local Advertisers / Sponsorship

As a rule, Otocast does not solicit advertisers, nor include them in the app. However, if you are interested in including advertisers/sponsors in your guide, and charging them a fee, there are a few ways to include them – and a portion of the monies received can be used to offset your charges.

For example, they could also be included on an initial, non-interactive "splash page" before the guide launches — a more traditional banner placement that is guaranteed to be seen. A sponsor location could also be marked in the map (using a different pushpin color to differentiate them from your content), and they will receive the same set of features (audio, photos, etc.) as any "themed" point of interest. This "embedded sponsorship" allows the sponsors to directly reach out to the app users with promotional messages and other enticements (e.g., "mention the app for a free glass of wine"). 50% of the sponsorship revenue is credited against your fee.

\* With an estimated 90 piece/points-of-interest for your collection, we typically discuss a mutually agreeable rate, since the initial cost can be prohibitive. For collections of similar size in other cities (84 in one case, and 106 in another), we have created guides for the flat fee of \$5,000. For Coeur d'Alene, this would translate to a per-location fee of \$55.55.

The annual maintenance would similarly reduce to \$2,500.



# **4 Implementation Timelines**

The Otocast platform is essentially a collection of guides, and each guide is a collection of "points-of-interest".

Each point-of-interest has five required attributes:

- <u>Name of the location</u> This is typically something very simple, such as "City Hall", "Mayo Hotel", or "Prairie Schooners". The name can also have an optional sub-title, such as a building address, or an artist attribution.
- <u>Descriptive Text</u> This text has no length limit, and can contain web links, phone numbers, and even embedded videos.
- <u>Photo</u> Although there is no limit to the number of photos that can be associated with the pointof-interest, one photo is required and is used as a representative thumbnail image for the location.
- <u>Location</u> Otocast uses latitude and longitude to place the associated pin location on the map. If
  you have a street address, we can derive the coordinates from Google Maps or a comparable
  service
- <u>Audio</u> As with the text and photos, there is no limit to the length of this audio. We utilize MP3
  audio files, but can convert from whatever format is convenient for you. We can also provide
  instructions to help record on a variety of devices, and can edit the files as necessary.

Once we have the content for each of the points-of-interest, the guide will be available in the Otocast app within one business day. Any updates and modifications to the guide are typically accomplished in the same day.

If you need the guide to be publicly available before we have all the necessary content, we can also include temporary 'placeholder' content (e.g., logos instead of site photos). Any/all content can be easily replaced and will be available the next time someone looks at the guide – no re-downloading of the app is required.

Although Otocast is a free download, consumers still expect it to work correctly and bug-free. Anything other than that will reflect poorly on you and your patrons.

Otocast has provided hundreds of guides over the years to users from nearly every state in the nation, and more than 105 countries, for both major mobile operating environments. We have done this without the need for paid technical support. Nevertheless our technical team monitors app performance for the slightest indication of technical issues so that we can address them and continue to offer a solid service. The advantage to you of our extremely large set of guides is that if a technical issue is ever identified by one guide, the issue is corrected for all guides.



## **5 Client Examples**

The flexibility if the Otocast platform has allowed it to be used in a variety of applications, for a diverse audience of clientele. As of this writing, there are over 200 active Otocast guides, some of which are also in languages other than English (e.g., Spanish, German, Italian).

#### Some examples are:

#### **Historic**

- Preservation Austin (Texas) 84 locations throughout the city
- Historic Medora (North Dakota) 35 locations related to Theodore Roosevelt as well as the founding of the city
- Old Prairie Town (Topeka, KS) A replica 1800s town, with schoolhouse, blacksmith and botanic gardens
- Forest Home Farms Historic Park (San Ramon, CA) Early 1900s farm and homestead
- Historic Cortlandt various sites and locations throughout the Town of Cortlandt

#### Sculpture

- Pyramid Hill Sculpture Park (Hamilton, OH) Over 100 sculptures as well as an ancient artifact museum. Otocast also provides a guide for their Christmas-themed drive-through experience.
- Sculpture in the Orchard an annual sculpture exhibition located at an orchard in Easthampton, MA
- SculptureNow at the Mount an annual exhibition at Edith Wharton's estate in the Berkshires
- Bethany Arts Community (Ossining, NY) 4 locations of temporary and permanent art

#### Arts / Culture

- Quirky Kansas City a guide to 16 locations, across 16 cities in the KS metro area
- Culver City (CA) notable buildings, murals and art pieces throughout the city

#### **Nature**

- Columbia (MO) a guide to 10 historically notable trees
- Fundy Nature Trail (New Brunswick, Canada) lookout spots, vistas and natural formations along a 5 mile trail
- Chicago Tree Project bringing awareness to the blight caused by the emerald ash borer

#### Architecture

 Seaside (FL) – historic homes and pavilions highlighting the development of the new urbanism movement

#### **Tourism / Economic Development / Other**

- Seaside (FL) historic homes and pavilions highlighting the development of the new urbanism movement
- Brooklyn (NY) in conjunction with the Brooklyn Public Library, a literary walking tour



#### 5.1 References

Please feel free to contact any of the following if you would like to learn more about the way we work with our customers.

#### **Colorado Springs**

Temporary and public art guides First project – 2016

Contact: Claire Swinford

Executive Director, Downtown Ventures

Downtown Partnership of Colorado Springs

O: 719-886-0088 | C: 719-201-1630

Claire@downtowncs.com

#### Merriam, KS

Historic guide and also KC area tourism First project – 2019

Contact: Karen Crane, Director Merriam Visitors Bureau // City of Merriam 913.403.8999 kcrane@merriam.org

#### **Old Prairie Town**

Replica 1800s town First project – 2021

Contact: John Bell

Recreation Program Supervisor

Great Overland Station & Old Prairie Town at Ward-Meade Historic Site

Direct: 785-251-6991 John.Bell@snco.us