



Public Art Advisory Board Regular Meeting

Agenda

September 18, 2023 @ 12:00 pm

City Hall Commission Chambers
401 S. Park Avenue

welcome

Agendas and all backup material supporting each agenda item are accessible via the city's website at cityofwinterpark.org/bpm and include virtual meeting instructions.

assistance & appeals

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office ([407-599-3277](tel:407-599-3277)) at least 48 hours in advance of the meeting.

"If a person decides to appeal any decision made by the Board with respect to any matter considered at this hearing, a record of the proceedings is needed to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F.S. 286.0105).

please note

Times are projected and subject to change.

-
1. **Call to Order**
 2. **Consent Agenda**
 - a. [Approve minutes of the regular meeting August 21, 2023](#) 1 minute
 3. **Public Comments (for items not on the agenda): Three minutes allowed for each speaker**
 4. **Action Items**
 - a. [App for Promotion of City's Public Art Collection](#) 45 minutes
 - Discuss pros and cons of Cuseum app.
 - Discuss pros and cons of Otocast app.
 5. **Non-Action Items**
 6. **Staff Updates**
 - a. [Stained Glass Donation](#) 10 minutes
 - Stained glass peacock has been donated by late Senator Paula and Gene Hawkins' family.
 - Artwork will remain stored in city facility awaiting permanent installation at the Winter Park Events Center.
 7. **Board Comments**
 8. **Upcoming Agenda Items**
 9. **Adjournment**



item type	Consent Agenda	meeting date	September 18, 2023
prepared by	Tatia Ghviniashvili	approved by	
board approval			
strategic objective			

subject

Approve minutes of the regular meeting August 21, 2023

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Draft Minutes.pdf](#)



Public Art Advisory Board Meeting Minutes

August 21, 2023 at 12:00 p.m.

City Hall, Commission Chambers
401 S. Park Avenue | Winter Park, Florida

Present

Danny Humphress, Charles Hamilton, Elizabeth Ingram, Lisa "Tinker" Marsh, and Sara Segal.

Absent

Betsy Gwinn.

Staff Present

Assistant Director of Communications Craig O'Neil; Content and Graphics Specialist Meghan McNeil; Virtually: Board Coordinator Tatia Ghviniashvili.

1) Call to Order

The meeting was called to order at 12:04 p.m.

2) Consent Agenda

- a. Approve minutes of the regular meeting July 17, 2023

In the last paragraph of page one, change the word 'coated' to 'coded'.

Motion made by Sara Segal to approve the minutes with the amendment suggested; seconded by Lisa "Tinker" Marsh. Motion carried unanimously with a 5-0 vote.

3) Public Comments (for items not on the agenda):

There were none.

4) Action Items

- a. App for Promotion of City's Public Art Collection.

Mr. Hamilton presented two additional vendor proposals to comply with the city's procurement policy before the board could decide to move forward with Otocast (as discussed in previous meetings). A brief discussion preceded the presentation, specific to the 82 points of interests (POI) that Otocast would use, and what the total price would be. Each POI will cost \$100.00 upfront, and \$50.00 moving forward on an annual basis for purposes of maintenance and upkeep.

Following the discussion above, Mr. Hamilton talked the board through a proposal submitted by VoiceMap, a medium that connects a voice to a location and creates an

audio guide experience (an audio “walk”). The primary feature that differentiates VoiceMap from Otocast is how defined the path is. The app provides a recommended pathway, created by the publisher, and the user chooses to follow it- or not to follow it. Another difference is that the user needs to pay in order to use the tool, as opposed to Otocast, which would be free to the user (paid for by this board). Overall, it has similar functionality to Otocast, including being GPS centric. Mr. Hamilton spoke in further detail of the product and the board provided feedback and asked questions.

The next vendor, Cuseum, provides a digital engagement platform to its user. Mr. Hamilton spoke in detail about the features of the app and how its similar/different from both Otocast and VoiceMap. Some of the premium features found in Cuseum are data analytics, IBeacon support, image recognition, augmented reality, etc. An important difference between Otocast and Cuseum, is that Cuseum does not charge per POI and instead charges a one-time onboarding fee (\$250.00), which is also the monthly on-going fee. There are various features that could be selected and will be charged for separately and included in the monthly fee.

The board asked numerous questions about Cuseum and its varying features. An at-length discussion ensued about Cuseum, and the board showed interest in moving forward/exploring it further.

Motion made by Elizabeth Ingram to move forward with Cuseum and send it to procurement for approval.

The board briefly discussed the price-point of Cuseum with the addition of various features such as analytics and android accessibility.

Motion failed due to lack of second.

New motion made by Elizabeth Ingram to move forward with Cuseum, with the inclusion of data analytics and android accessibility, and send it to procurement for approval. Seconded by Danny Humphress. Motion carried unanimously with a 5-0 vote.

b. Stained Glass Donation

Mr. O’Neil presented photographs of stained glass that is being offered for donation to the city’s public art collection from the family of late Senator Paula Hawkins and husband Walter Eugene “Gene” Hawkins. The donation is being given on the condition that the city pay for the removal/delivery of the pieces.

Photographs of the stained glass being offered were presented (in the agenda packet)- which included a 9ft. peacock created by a local artist. Staff noted that it would cost \$2,000-\$3,000 to have it removed and packed. Based on some suggestions from city staff, the peacock would be added to the grand staircase of the event center. Mr. O’Neil also shared four circular pieces that staff think could make a great addition to the Commission Chamber.

The board held a discussion about preserving all, some, or none of the pieces, and if the board agrees to allocate funding for those pieces.

Motion made by Danny Humphress to allocate funding to preserve the peacock stained glass; seconded by Elizabeth Ingram. Motion carried unanimously with a 5-0 vote.

A brief discussion followed about the remainder of the stained-glass pieces.

Motion made by Elizabeth Ingram to spend up to \$2,000.00 on the four circular stained-glass pieces and pass on the rest.

Motion failed due to lack of second.

A new motion made by Danny Humphress to decline the remaining pieces other than the peacock piece; seconded by Charles Hamilton. Motion carried unanimously with a 5-0 vote.

5) Non-Action Items

There were none.

6) Staff Updates

There were none.

7) Board Comments

There were none.

8) Upcoming Agenda Items

None were discussed.

9) Adjournment

The meeting adjourned at 1:35 p.m.

Minutes approved by the board on _____.
/s/ Tatia Ghviniashvili, Board Coordinator

item type	Action Items	meeting date	September 18, 2023
prepared by	Craig O'Neil	approved by	Clarissa Howard
board approval	Completed		
strategic objective			

subject

App for Promotion of City's Public Art Collection

item list

- Discuss pros and cons of Cuseum app.
- Discuss pros and cons of Otocast app.

motion / recommendation

- With more time now made available for decision making, the board has the opportunity to discuss further how to best move forward with an app for public art promotion.
- Virtual presentation from Cuseum and follow up Q/A session from Otocast is recommended.

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Cuseum_Deck - Mobile Engagement Guide App.pdf](#)

ATTACHMENTS:

[Cuseum_Pricing Document.pdf](#)

ATTACHMENTS:

[Cuseum Mobile App AGREEMENT 08.25.23.pdf](#)

ATTACHMENTS:

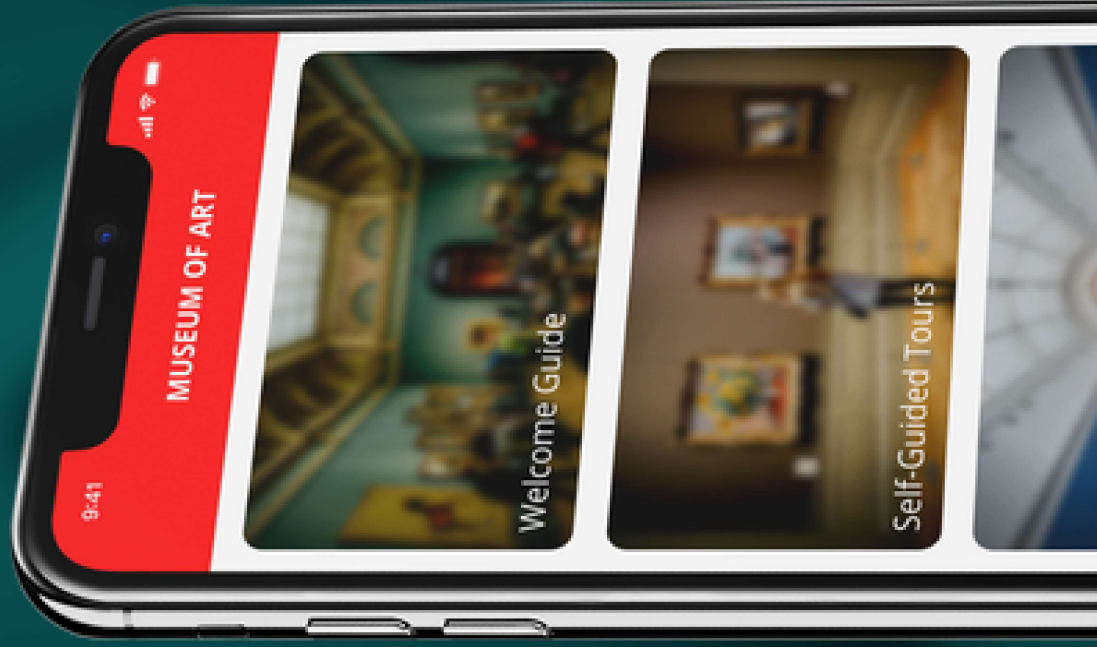
[Otocast Proposal 07.17.23.pdf](#)

ATTACHMENTS:

[OTOCAST WORKSESSION SUMMARY 07.24.23.pdf](#)

ATTACHMENTS:

[Otocast_Invoice_2023.0199.pdf](#)



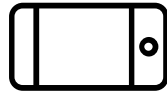
Mobile Engagement

Powered by  CUSEUM

Mobile App Solution

Empowers organizations to boost visitor engagement, elevate educational impact, and increase satisfaction for guests of all kinds.

Unified Engagement for your Visitors & Members.



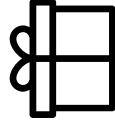
MOBILE GUIDE

Quickly, easily, and affordably power **mobile guide apps** to engage their visitors



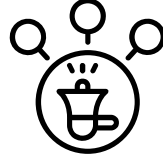
MEMBERSHIP CARDS

Deliver **digital membership** cards and campaigns to their members and patrons



MEMBER PORTAL

Provides your constituents with a **unified portal** for all their membership benefits while increasing loyalty and driving deeper engagement



GUEST PASSES

Leverage existing members to attract new visitors and members using a **referral portal + digital guest pass**



SMS MARKETING

Engage your members and build stronger connections across the entire member experience via **SMS**

Trusted by Hundreds of Leading Organizations.

Expertise that is Dedicated to the Cultural Sector.

Our projects, collaborations, and contributions have been featured internationally.

The New York Times

CNN

TIME



WIRED

FASTCOMPANY

theguardian



Smithsonian



VentureBeat

engadget



TECH Crunch



SLATE

COMPUTERWORLD



artnet® news

The Boston Globe



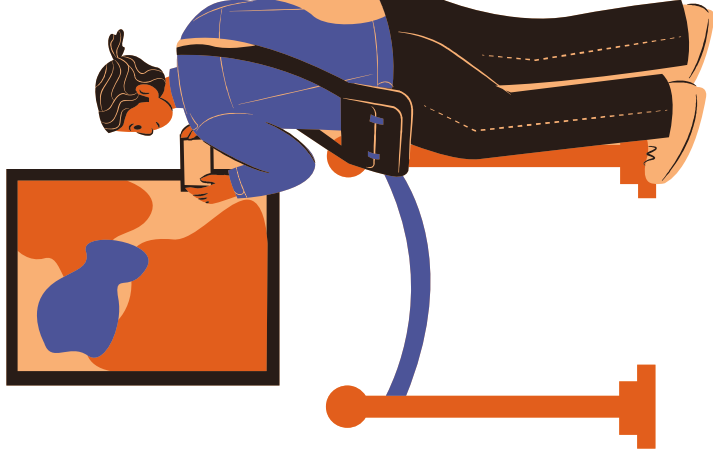
THE ART NEWSPAPER

OBSERVER



Engaging visitors isn't easy.

Consumer expectations are evolving, and building and maintaining technology is hard.





94%

of visitor felt that digital
enhanced and improved
their visit to a museum /
public attraction.

**Now is the time to launch your
Mobile Guide for Visitors.
We've made it easy!**

Quick Overview.

Cuseum provides a **turnkey** and **cost-effective** way for cultural institutions to provide visitors with an **enhanced educational experience**, increase the number of ways they can **engage visitors**, and enable them to be more **inclusive** for those with **accessibility** needs.

Benefits for Your Visitors.



Enhanced Learning Experience

Visitors can dig deeper into the subject matter and interact more dynamically with content.



An experience made for everyone

Connect with visitors of all sorts from around the world. Your content is available in multiple languages and compatible with accessibility options.



Guidance

Visitors can see in real-time where they are located all the time and access maps to all the installations with step-by-step directions.



Comfort & Confidence

Visitors can navigate confidently through the space and be independent to make the most out of their visit.



Convenience

All of the information and in just one place at just one tap!



Ease in Giving

Making donations and becoming a member has never been easier!

Benefits for Your Organization.



More Satisfied Visitors

Deliver a more complete and interactive experience to your visitors.



New Engagement Channels

A place to engage, promote events, send updates, share milestones and important information with your visitors.



Increased Quality of Visit

Provide a more dynamic, inclusive and multidimensional experience to your visitors.



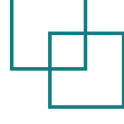
More Revenue

Donations at just one tap away! Create an easy and convenient venue to increase donations.



Insightful Data

Learn about your visitors and how they engage with all aspects of your content.



Consistent Voice

Keep your visitors updated on your latest events and news, leveraging the power of push notifications.

Plus, your IT department will be happy: Easy set-up, no devices, no maintenance, and future-proof.

Why Cuseum?

We've taken a long hard look at the current state of technology in the cultural sector and saw how painful, frustrating, and unsustainable many of the tools were.

Building your own app costs an arm and a leg and can tie up resources. The tools out there are historically clunky, haven't been updated in years, and just aren't up to today's standards.

With Cuseum's ongoing technology updates, your organization becomes future proof.

Proven Process.

Kick-Off

Execute

Launch

Activate & Promote

Measure & Iterate

Guiding you every step of the way, Cuseum can get you up and running in as little as **6-8 weeks**.

Gone are the days of planning, wireframing, designing, tweaking, building, launching, and maintaining.

We've gotten this process down to a science.

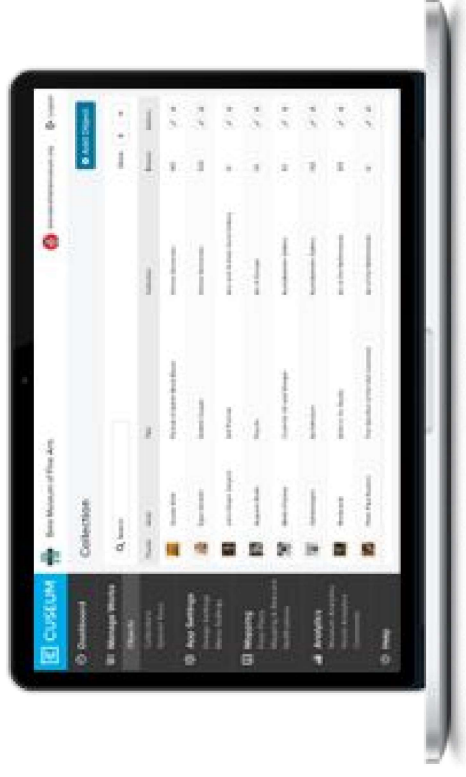
The Tools:



Apps for all kinds of devices.

Let your visitor choose what's best for them.

Apple, Android, app or mobile web... we got you covered.

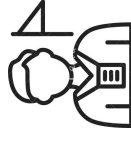
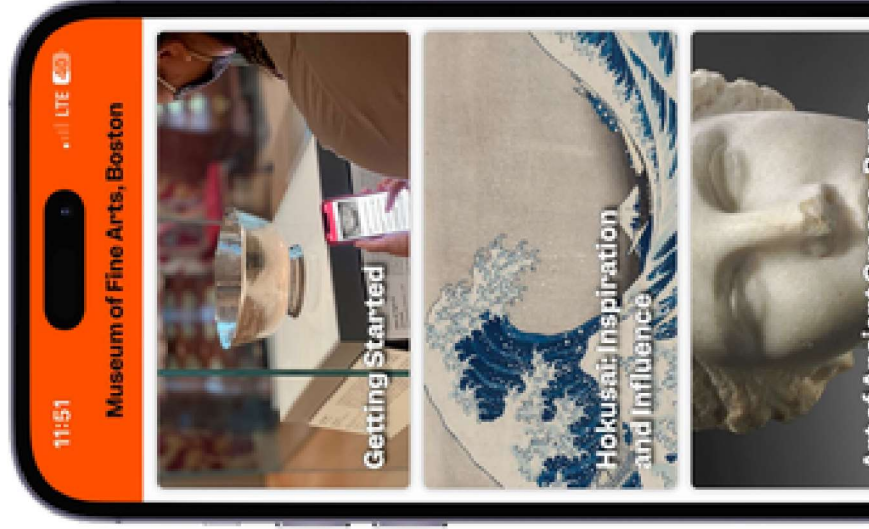


Content Management that is painless.

Quick & easy updates through our cloud-based Content Management System.

Convenience in the palm of their hand.

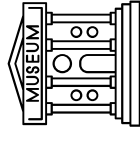
Give your visitors a warm welcome to your venue with your official **Mobile Guide**.



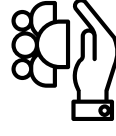
Offer custom self-guided tours.



Inspire with multimedia content.



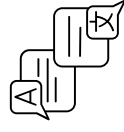
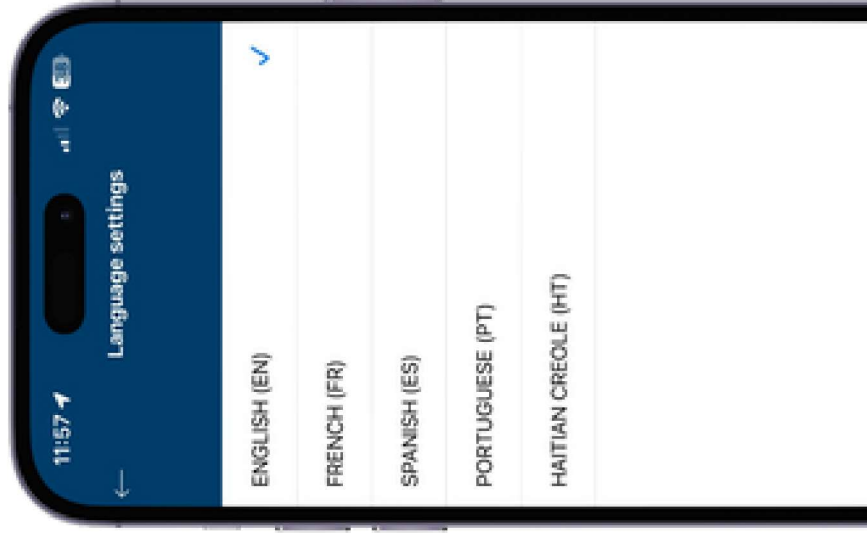
Highlight your exhibitions and special events.



Showcase all of your services and offerings.

Deliver a more inclusive experience.

Welcome diverse audiences with open arms and offer tours and content in **Multiple Languages**.



Multilingual
Support for +10
languages



Easily adapt your
content using AI-
Language translation



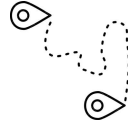
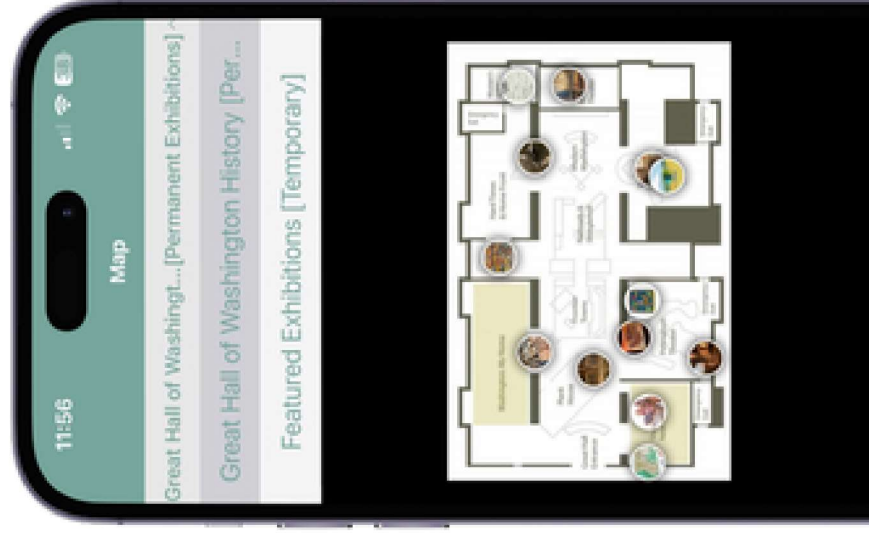
Create content in multiple
languages using our AI
text-to-speech tool.



Connect with all your
visitors using our
accessibility tools.

Provide comfort and confidence.

Make it easy and convenient for your visitors to navigate by offering an **Interactive Map**.



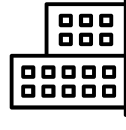
Leverage the power of live wayfinding and step-by-step directions.



Access to more information from just one tap.



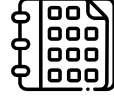
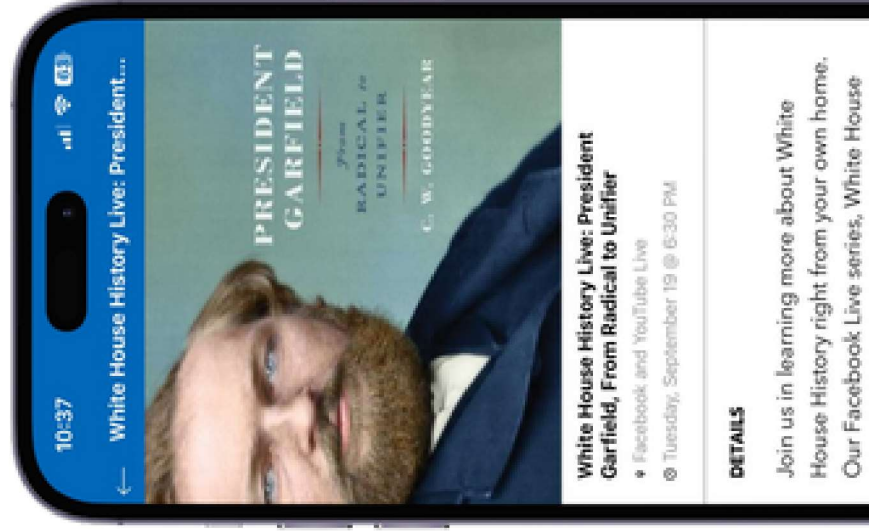
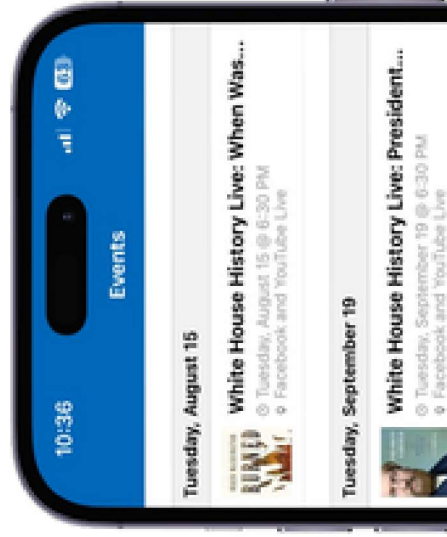
Pinpoint locations, points of interest and accessibility routes.



Provide a complete guide for all your facilities.

Keep visitors in the know.

Promote upcoming events and drive ticket sales with an **Event Calendar**.



Keep your visitors updated on upcoming events.



Increase ticket sales by enabling visitors to easily buy tickets.



Ensure attendance by allowing your visitors to save the date!

Plus, premium features to reach your goals.



Image Recognition



Membership Sign-up



Donation



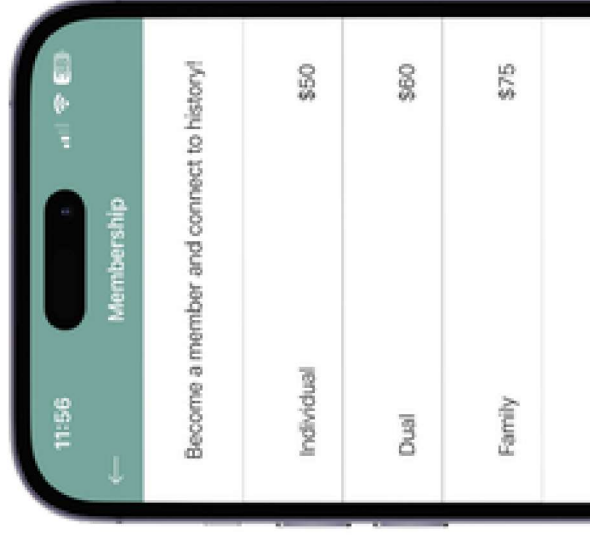
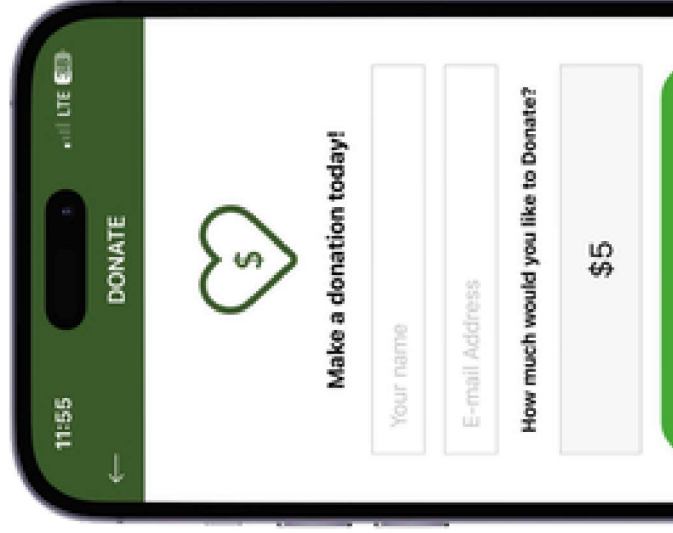
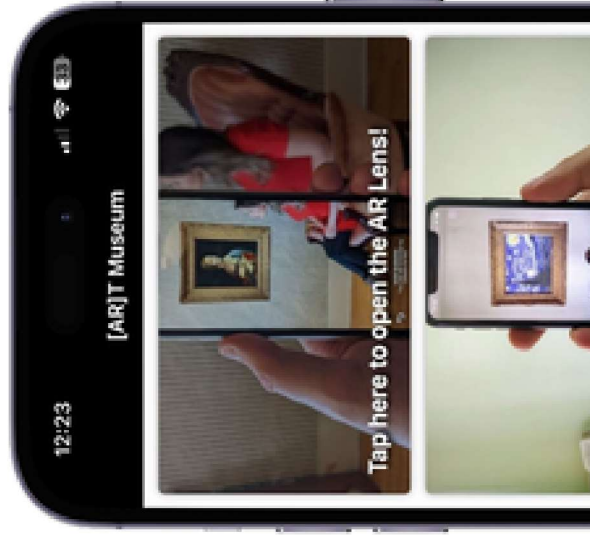
iBeacon Support



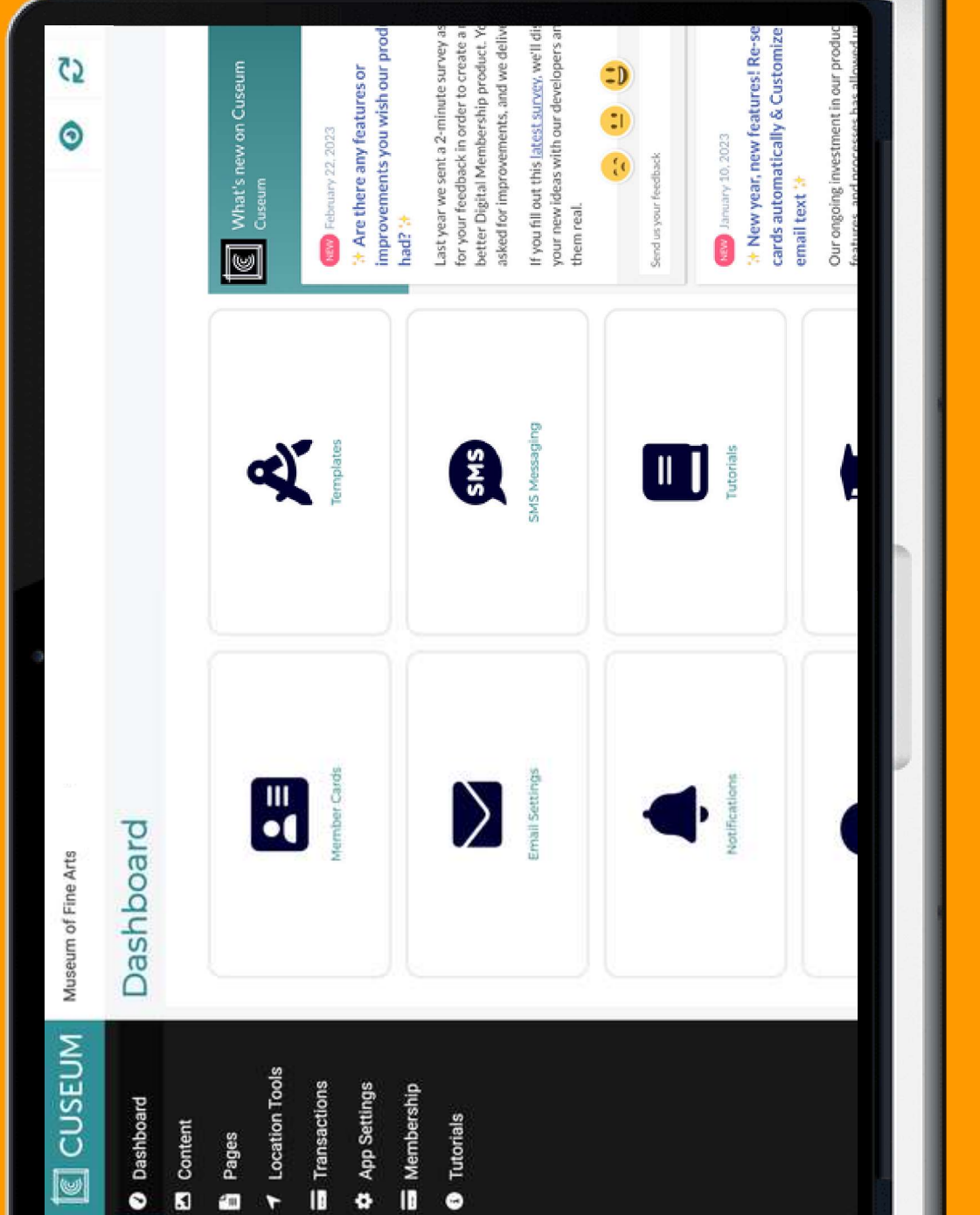
Augmented Reality



Data Analytics



Easy to launch
Easy to use
Easy to update



“

What people are saying.

Cuseum went above and beyond

to showcase the possibilities for what a mobile app could add to our visitor experience. This gets at the personalization and attention we were looking for.

The response rate has been stellar, the service genuine, and I know they want our app to be a success – not just for them, but for us too. Interface was seamless and intuitive.

It is clear to me that Cuseum is following the trends and knows what is happening in the field. Cuseum is a partner that wants to marry its tech savvy with our institution's content and engagement goals.

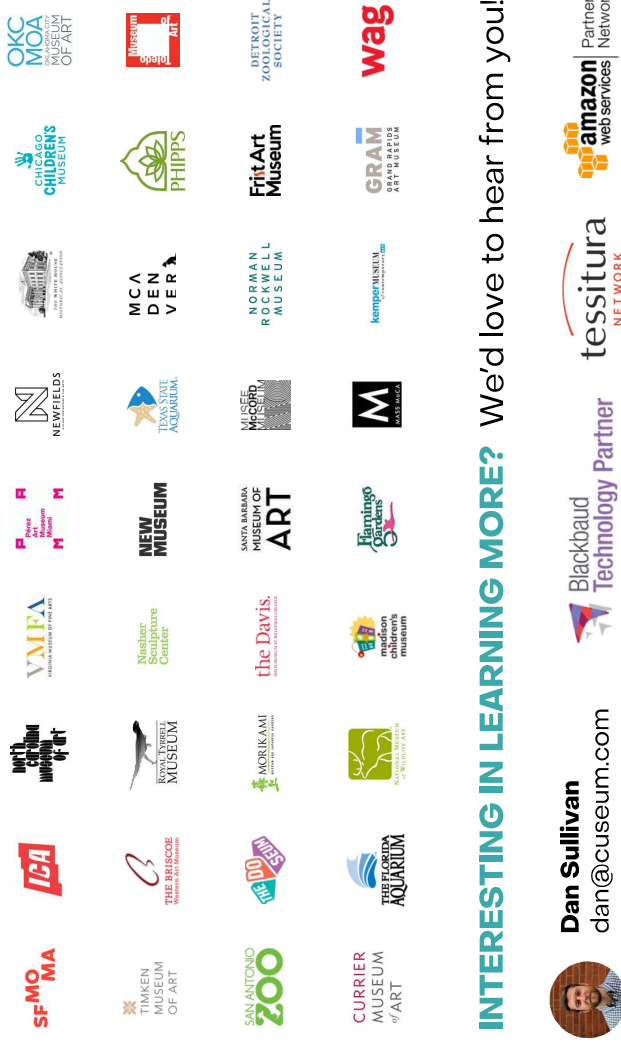
”

ABOUT CUSEUM

Cuseum helps organizations drive visitor, member and patron engagement using digital tools. Cuseum's software platform makes it easy for museums, attractions and nonprofits to publish mobile apps, generate digital membership cards, and leverage data insights.

TRUSTED BY LEADING ORGANIZATIONS

Cuseum's solution are leveraged by world-class organizations around the globe.



INTERESTING IN LEARNING MORE? We'd love to hear from you!



Dan Sullivan
dan@cuseum.com



ENGAGEMENT PLATFORM

Cuseum provides a unified solution.



MOBILE ENGAGEMENT

Quickly, easily, and affordably power **mobile guide apps** to better engage your visitors.



DIGITAL MEMBERSHIP CARDS

Deliver **digital membership cards** and campaigns to your loyal members and patrons.



GUEST PASS REFERRAL

Leverage existing members to attract new visitors and members using a **referral portal + digital guest pass**.



MEMBER PORTAL

Provide your constituents with a unified portal for all their membership benefits, increase loyalty, and drive deeper engagement.



TEXT MESSAGING SOFTWARE

Engage your members and build stronger relationships across the entire membership experience via SMS

Additional Resources.

- [Boosting Membership & Donations Through Your Mobile App](#)
- [5 Best Practices for Creating Content for your Museum's Mobile Guide](#)
- [Software for Museums: Build, Buy, or Platform?](#)
- [Your Museum's App Might Be Too Big](#)
- [Cuseum is Changing the Art Experience with Beacon Technology.](#)
- [6 Tips for Leveraging Beacons in Museums](#)
- [App Examples](#)

PRICING DOCUMENT

Pricing valid for 30 days from today. Pricing is in USD.

Prepared for: Charles Hamilton

8/11/2023

Organization: Winter Park Public Art Advisory Board

BASIC COSTS		Cost	
Oboarding Fee (One-time)	This includes all setup processes, mock up of the app, internal testing on our end, internal testing with you and your staff, training of our system, and the launch itself.	Equal to 1 Month Rate + Premium Features	
Software Solution (monthly rate)	BASE PLAN INCLUDES: • Mobile App (iOS Custom Branded) • Mobile Web App (iOS, Android, Windows, Blackberry) • Cloud-based CMS (Content Management System) PLUS: • Submission to iTunes App Store • Hosting / Unlimited Bandwidth • Launch, Promote, Activation Guide • Staff Training (60 min) • Support & Maintenance (30 min / month) • Lot of future smiles, enthusiasm, and success :)		\$250
			\$100
			\$313
		if Paid in Annual Installments* if only Web App version if Paid in Quarterly Installments*	

OPTIONAL ADD-ON FEATURES		Cost
Events Calendar (monthly cost)	Promote your upcoming events. Users can see special events without leaving the app. Includes: Native Calendar Functionality, CMS extension to Add, Edit, Delete events.	\$50/mo
Interactive Map (monthly cost)	Provide visitors with comfort and confidence by helping them find where they need to go and what they need to see. Includes: Native Map Functionality (Indoor & Outdoor), Interactive Objects Pins, CMS extension to manage mapping system.	\$50/mo
Multiple Language Support (monthly cost)	Improve audience accessibility initiatives to better serve visitors who understand other languages. Includes: Interface Translations. Support for Text and Multimedia in Multiple languages. CMS extension for management.	\$50/month for +1 language \$65/month for +2 language \$75/month for +3 language \$90/month for up to 10
iBeacon Support (monthly cost)	Deliver location-based messages as your visitors walk-up to a highlight, special POI, and much more. Includes: Support of iBeacon on Native App. CMS extension for beacon fleet management and easy-to-use notification builder.	\$100/mo
Image Recognition (monthly cost)	As visitors walk up to a painting or 2D object, they can hold up their phone, and related content will be delivered in a snap. Includes: Support on Native App. Server side processing of images to work with image recognition technology.	\$100
Analytics (monthly cost)	Access your download and session numbers, and learn about your visitors and how they engage with all aspects of your content. Includes: Support on Native & Mobile Web App. Access to Analytics System.	\$50/mo
Augmented Reality (monthly cost)	Enhance your visitors' experience by delivering a new visual layer with augmented reality (AR). Augmented reality can be used to bring static objects to life with overlaid information, animations, and media.	\$500 setup (one-time fee), \$125/month
AI Text-to-Speech (monthly cost)	Aimed at enabling our mobile app customers to effortlessly serve their visitors better and faster, AI-powered Text-to-Speech means that all text-based app content can be instantly converted to a state-of-the-art audio format.	\$25/mo
AI-Powered Translation (monthly cost)	With Cuseum's Multilingual Translation feature, all you need to do is click "Translate," and within seconds you'll receive a fully translated version of your primary text. Must be used in addition to Multiple Language Support.	\$25/mo for one language or \$50/mo for unlimited languages
Membership (one-time cost)	Process membership purchases in-app	\$100
Donations (one-time cost)	Process donations in-app	\$100
Downloadable Android App (monthly cost)	Native downloadable app for Android	\$250 setup (one-time fee), \$50/month

Disclaimer: This pricing is specific to you and your organization. Please note, all pricing provided is based on a 3 year term, paid annually. Any terms shorter than that are subject to higher pricing tiers. All pricing is confidential and should not be shared externally. If CRM integration is be used, customer may be subject to additional fees related to their API from their CRM provider. If your organization is not tax-exempt and/or does not provide a tax exemption certificate, the fees may be subject to sales tax depending on the state's tax laws.



City Of Winter Park

PLAN WILL INCLUDE:

- Mobile App for iOS
- Android/iOS/browser-compatible Mobile Web App
- Cloud-based CMS for easy updates

PLUS:

- Hosting / Unlimited Bandwidth
- Staff Training
- Launch, Promote, Activation Guide
- Support & Maintenance

PREMIUM FEATURES:

☐	Multi-Lingual Support [[(English + French)]]	☒	Downloadable Android App
☐	In-App Membership Sign-Up & Payment Processing	☐	Events Calendar
☐	In-App Donation Form & Payment Processing	☐	iBeacon Support
☒	Interactive Maps	☐	Image Recognition
☒	Advanced Analytics	✓ = Included ☐ = Not Included	

TERMS / FEE:

Software License	\$14,400 USD	3-year contract
Set-up Fee	\$650 USD	One-time

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of _____.

Cuseum, Inc.	City of Winter Park
By: <u>Brendan Ciecko</u>	By: _____
Name: <u>Brendan Ciecko</u>	Name: _____
Title: <u>CEO & Founder</u>	Title: _____
Address: <u>177 Huntington Ave Ste 1703</u>	Address: _____
<u>Boston, MA 02115-3153</u>	_____

SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is entered into as of the last date set forth on the signature page hereto (the “Effective Date”) by and between **City of Winter Park** (the “Customer”), and Cuseum Inc. (“Cuseum”), owner and operator of the website located at <http://www.cuseum.com> (the “Site”) and the mobile application (the “Mobile App” and together with the Site, the “Platform”).

The Platform is a solution that powers mobile apps to enhance the visitor experience at various venues to which Cuseum provides services. In particular, the Platform provides users (the “Users”) with features such as location-specific information and multimedia about the Customer that is being visited by the User and the object that is being viewed; (b) grouping of location-specific information by tours; (c) other features that enable Users to enhance their educational experience, (d) and/or features listed in the associated “overview” outline on the first page of this document.

The Customer and Cuseum desire to enter into this Agreement to set forth the terms and conditions pursuant to which Cuseum will provide the services set forth herein to the Customer, including without limitation including the Customer on the Platform.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Cuseum and the Customer hereby agree as follows:

1. **Services.** During the Term (defined in Section 2) and subject to the terms and conditions set forth in this Agreement, Cuseum shall include the Customer on the Platform. In furtherance of the foregoing, Cuseum shall provide the following services to the Customer (the “Services”) if applicable in their plan:

a. Cuseum shall include venue-specific content on the Platform (the “Content”). The Content shall include the information and images provided by the Customer via Platform. Cuseum may edit the Content as reasonably necessary for inclusion on the Platform.

b. Cuseum shall provide the Customer with data through [online system] regarding the activities of Users at the Customer (the “Data”), including without limitation visit length, objects viewed, length of viewing, and such other information agreed upon by Cuseum and the Customer. The Data shall be aggregated for multiple Users on an anonymous basis.

c. Cuseum shall make reasonable efforts to ensure compatibility on most modern browsers and devices that are no more than 3 years old and/or within 2 most recent operating systems.

2. **Term.** The term of this Agreement (the “Term”) shall commence 30 days after the Effective Date and shall continue for a period of **36 months** thereafter, unless earlier terminated as permitted herein. The Agreement shall automatically renew for subsequent periods equal to the initial Term unless notice of termination is provided by one party to the other party not less than sixty (60) days prior to the expiration of the then-current Initial Term or Renewal Term. Cuseum may terminate this Agreement immediately upon written notice to the Customer in the event of any breach of Sections 5 or 11 of this Agreement by the Customer. Sections 3 through 16 of this Agreement shall survive any termination or expiration. Section 3 shall survive termination or expiration until all amounts required to be paid pursuant to such Section have been paid in full.

3. **Fees:** As consideration for the Services provided by Cuseum to the Customer, the Customer shall pay to Cuseum fees as follows:

a. **Subscription Fee.** The Customer shall pay to Cuseum an annual fee of

\$4,800 (the “Subscription Fee”) in advance annual installments of \$4,800. The first annual installment shall be paid within 15 days of the execution of this agreement, and each subsequent installment shall be paid each 365-day period that follows.

b. **Setup Fee.** The Customer shall pay to Cuseum a one-time setup fee of \$650 (the “Setup Fee”) in advance. The fee shall be paid within 15 days of the execution of this agreement.

c. **Support Rate.** Any general support related to additional rounds of modification to app icons, launch screens, or screenshots will be billed at \$50 per hour.

d. **Additional Features.** Upon request of the Customer, Cuseum may enable additional features (“Add-Ons”) on the Customer’s account. Cuseum will issue an additional prorated invoice for the Add-Ons in advance, and the fee for future terms will be incorporated into future invoices. The fee shall be paid within 15 days of the request for Add-Ons.

If the Customer is not a tax-exempt organization and/or does not provide a tax exemption certificate, the invoices and fees may be subject to sales tax depending on the state's tax laws.

Any payment not received by its due date will accrue interest at 1.5% per month.

Except for the fees due during the Initial Term, all fees and rates shall be subject to an annual increase of 5%.

4. **Pricing Confidentiality:** Quotes and pricing terms are negotiated between Customer and Cuseum and may be unique to the Customer. Therefore, and except as otherwise provided by law, Customer hereby agrees to keep the pricing arrangement confidential for a period of no less than three (3) years from the date of the signed quote.

5. **Ownership of Platform and Data; Limited License.** Cuseum shall retain sole and exclusive right, title, and interest to the Platform, the software and other technology incorporated therein and all components thereof, including all Intellectual Property rights in any of the foregoing. Cuseum shall also retain sole and exclusive right, title, and interest to the Data (i.e. any analytical, location-based, or performance data gathered or aggregated by Cuseum’s software) and hereby grants the Customer a non-exclusive, non-transferable, limited, revocable license to use the Data in accordance with this Agreement. “Intellectual Property” means any and all intellectual property or proprietary rights under any jurisdiction including (a) trademarks and all goodwill associated therewith and symbolized thereby; (b) inventions, discoveries and ideas, whether patentable or not, and all patents, registrations, and applications thereof; (c) published and unpublished works of authorship, whether copyrightable or not (including databases and other compilations of information), copyrights therein and thereto, and registrations and applications thereof; (d) trade secrets; (e) all moral rights in the foregoing (that is, the right to claim authorship of or object to the modification of any work); and (f) all applications, renewals, extensions, restorations and reinstatements of the foregoing. Except as licensed herein, this Agreement does not transfer any Intellectual Property rights between the parties.

6. **Ownership of Content; Limited License.** The Customer shall retain sole and exclusive right, title, and interest to the Content and all Intellectual Property rights therein. The Customer hereby grants Cuseum a non-exclusive, non-transferable (other than in connection with an assignment of this Agreement), limited, revocable license to display the Content and the Customer’s name and logo on the Platform and to otherwise use the Content to carry out its obligations under this Agreement. The Customer represents and warrants that it has the right to grant the license contained herein, and that Cuseum’s use of the Content as described in Section 1 of this Agreement will not violate any intellectual property rights of any third party. The Customer agrees not to provide any Content that: (a) infringes any copyright, trademark, patent, trade secret or other intellectual property right of a third party; (b) is defamatory; (c) knowingly violates the privacy rights or right of

publicity of any third party; (d) violates any applicable law; or (e) is not otherwise in compliance with this Agreement. Cuseum reserves the right (but disclaims any duty, obligation, or responsibility) to review, screen, refuse to link or store, or remove in its entirety, any and all Content, in its absolute and sole discretion.

7. **Prohibition of Sensitive Information.** The Customer agrees not to provide, upload, or otherwise transmit any sensitive financial data, credit card numbers, health or medical records, educational records, or any other information that is subject to protection under applicable law (collectively, "Sensitive Information"). The Customer acknowledges that the provision of Sensitive Information may result in severe consequences, including, but not limited to, identity theft, fraud, and breach of privacy laws. The customer assumes full liability for any consequences that result from their provision of Sensitive Information. If the Customer provides, uploads, or otherwise transmits Sensitive Information in violation of this clause, the Customer shall indemnify and hold harmless the other party from any and all claims, damages, and expenses arising from such violation.

8. **DISCLAIMER OF WARRANTY.** CUSEUM REPRESENTS AND WARRANTS THAT THE PLATFORM DOES NOT INFRINGE UPON THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY, IS FREE FROM DEFECTS, AND WILL PERFORM THE FUNCTIONS DESCRIBED ON THE SITE AND IN ANY OTHER DOCUMENTATION PROVIDED TO CUSTOMER. THE PLATFORM AND THE DATA ARE PROVIDED "AS IS" AND CUSEUM DOES NOT WARRANT THAT THE PLATFORM OR THE DATA (INCLUDING THE AVAILABILITY OR DELIVERY OF DATA TO THE CUSTOMER) WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE. IF NOTIFICATIONS, LOCATION SERVICES, OR ALERTS OF ANY KIND ARE INCLUDED IN THE CUSTOMER'S PLAN, CUSEUM SHALL MAKE REASONABLE EFFORTS TO ENSURE THE SUPPORT OF THESE FUNCTIONALITIES, BUT ONLY WITHIN THE CONFINES OF WHAT IS SUPPORTED BY EACH PLATFORM, THIRD-PARTY SERVICE, DEVICE, OR USER SETTINGS, ALL OF WHICH ARE SUBJECT TO CHANGE. CUSEUM MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SERVICES PROVIDED TO CUSTOMER UNDER THIS AGREEMENT.

9. **LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER CUSTOMER OR CUSEUM OR THEIR AFFILIATES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, COST OF COVER OR THE CLAIMS OF THIRD PARTIES) IN CONNECTION WITH OR ARISING OUT OF THE SERVICES OR THIS AGREEMENT, WHETHER IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), CONTRACT OR OTHERWISE, WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF, SUCH DAMAGES, OTHER THAN DIRECT DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE SERVICES OR THIS AGREEMENT. IF NOTIFICATIONS, LOCATION SERVICES, OR ALERTS OF ANY KIND ARE INCLUDED IN THE CUSTOMER'S PLAN, CUSEUM SHALL MAKE REASONABLE EFFORTS TO ENSURE THE SUPPORT OF THESE FUNCTIONALITIES, BUT ONLY WITHIN THE CONFINES OF WHAT IS SUPPORTED BY EACH PLATFORM, THIRD-PARTY SERVICE, DEVICE, OR USER SETTINGS, ALL OF WHICH ARE SUBJECT TO CHANGE. IF APPLICABLE, CUSEUM SHALL MAKE REASONABLE EFFORTS TO SUBMIT THE APP TO THE APPLE AND GOOGLE APP STORES, BUT IS NOT RESPONSIBLE FOR ANY DELAYS DUE TO REJECTIONS, APP REMOVALS, OR ACTIONS OTHERWISE OUT OF CUSEUM'S CONTROL. IN NO CASE SHALL LIABILITY UNDER THIS AGREEMENT EXCEED, WITH RESPECT TO THE SERVICES GIVING RISE TO THE CLAIMS, THE FEES PAID BY THE CUSTOMER TO CUSEUM HEREUNDER.

10. **INDEMNIFICATION.** EACH PARTY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY, ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, DEMANDS, CAUSES OF ACTION OR LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF ANY BREACH OF ANY OBLIGATION OF THE INDEMNIFYING PARTY UNDER THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, THE CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CUSEUM, ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, DEMANDS, CAUSES OF ACTION OR LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT ANY CLAIM THAT ANY CONTENT OR DATA PROVIDED BY THE CUSTOMER TO CUSEUM INFRINGES THE INTELLECTUAL

11. **Confidentiality.** Each party agrees that during the Term and at all times thereafter, such party shall keep the terms and conditions of this Agreement strictly confidential, and will make no disclosure to any third party of any Confidential Information of the other party, except with the prior written consent of the other party or as otherwise necessary to testify truthfully before or provide information to any court, administrative agency, or government entity if subpoenaed (subject to any efforts by disclosing party to prevent, restrict and/or otherwise limit the disclosure of such Confidential Information), or to comply with applicable law. For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the disclosing party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (a) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (b) plans for products or services; (c) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (d) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (e) any other information that should reasonably be recognized as confidential information. Cuseum's Confidential Information shall include without limitation the Data. For purposes of this Agreement, Confidential Information shall not include information that: (i) is or becomes publicly available through no fault, default or breach of or by the receiving party; (ii) was, prior to the time of disclosure to the receiving party, rightfully acquired by the receiving party from another without restriction or obligation of confidentiality; or (iii) was, prior to the time of disclosure to the receiving party, independently developed by the receiving party.

12. **Miscellaneous.** Any amendments or waivers of this Agreement shall be in writing and shall be signed by both parties. Neither party shall assign this Agreement, or any rights or obligations hereunder without the prior written consent of the other party, which consent may not be unreasonably withheld, provided that a party may assign the Agreement to an affiliate or in connection with any merger, consolidation, reorganization, liquidation, sale or transfer of all or substantially all of the business, assets or equity of such party, provided that any successor agrees in writing to be bound by the Agreement. This Agreement sets forth the entire agreement between the parties regarding the matters set forth herein, and no other representations or agreements shall be effective unless in writing, containing specific reference to this Agreement, and signed by the parties. Each party agrees to comply with all applicable laws in the performance of its obligations hereunder. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance to the laws of the Commonwealth of Massachusetts. Any disputes arising under this Agreement shall likewise be adjudicated in any state or federal court of proper jurisdiction situated in Suffolk County, Massachusetts. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable under applicable law, a valid provision that most closely matches the intent of the original shall be substituted and the remaining provisions of this Agreement shall be interpreted so as best to reasonably effect its original intent. No waiver by a party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising because of any prior or subsequent such occurrence. No delay or omission by a party to exercise any right or power occurring upon any breach or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. Notwithstanding anything to the contrary contained in this Agreement, all provisions of this Agreement which by their nature should survive completion, expiration or termination shall survive the same, including, without limitation, ownership, confidentiality and indemnity provisions. This Agreement may be executed in in any number of counterparts and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall be deemed to constitute a full and original agreement for all purposes. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail, or by any other electronic means shall have the same effect as

original signatures.

13. **Terms of Acceptance.** The Customer agrees to provide various design assets, materials, and data files to Cuseum within 15 days of the effective date. The Customer agrees to provide feedback to Cuseum within 3 business days of receipt of any deliverables and is entitled to one round of revision to their mobile app icons, launch screens, or screenshots. If Cuseum doesn't receive any written feedback from the Customer within the time period indicated, the Parties of this agreement will consider that the Customer doesn't have claims or changes, and that the deliverables are accepted by the Customer. The acceptance of the Services does not depend on third parties acceptance.

14. **Right to Disclose.** Cuseum shall have the right to disclose the existence of this Agreement. The Customer hereby grants Cuseum permission to use the Customer's name and logo on marketing materials including, but limited to, the Cuseum's website, newsletter, and related case studies.

15. **Notices.** Except for communications made in the normal course of business, any notice or other communication required hereunder shall be made in writing and sent to the designated recipient provided below by registered or certified United States mail and/or Canada Post, return receipt requested, sent by fax or electronic mail where an email or fax is provided in the notice addresses herein (with confirmation of receipt) or by a nationwide courier delivery service. Any notice or communication shall be deemed given upon receipt. Notice to Cuseum or Customer shall be sent to the addresses set forth on the signature page. A party may change the name or address of the designated recipient by giving written notice to the other party in accordance with this Section 11.

16. **Language.** The Parties confirm that it is their wish that this Agreement and any other documents delivered or given pursuant to this Agreement, including notices, have been and shall be in the English language only.

[Signature Page to Follow]

In WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Cuseum, Inc.	City of Winter Park
By: <u>Brendan Ciecko</u>	By: _____
Name: <u>Brendan Ciecko</u>	Name: _____
Title: <u>CEO & Founder</u>	Title: _____
Address: <u>177 Huntington Ave Ste 1703</u>	Address: _____
<u>Boston, MA 02115-3153</u>	_____
Dated: _____	Dated: _____

Otocast Fees Explained as of 07.17.23

A discussed, pricing is negotiable and we can discuss in more detail, but the structure is generally as follows:

- Initial setup / configuration – includes all work required to build the guide and launch it in the platform and provide all support for the initial year. For “small” guides, it is \$125 per point-of-interest (POI), for “larger” guides (i.e., more than 50 locations), it is \$100 per POI, for very large guides, we negotiate a number. The minimum annual fee is \$500.
- Ongoing Maintenance – provides an additional year of continued support, analytics for the POI created in year 1. For “small” guides, it is \$60 per point-of-interest (POI), for “larger” guides, it is \$50 per POI, for very large guides, we negotiate a number. The minimum annual fee is \$500.

As a reminder, a POI is a tour “stop” – an entry in the guide with a unique set of:

- Name
- Info text
- Photo
- Location
- Audio

Anything beyond this is negotiable.

-Eric

Public Art Advisory Board

Work Session Summary: 07.24.23

Objective:

The Public Art Advisory Board would like to implement an audio guide app for the city's public art collection (*and possibly include Arts & Culture Alliance members*) which currently includes approximately 85 pieces. Each "Point of Interest" will include artwork title, informative text, photo, location, and audio recording.

Number of Current Public Art Pieces at City Locations:

Library	31
Events Center	15
Welcome Center	7
City Hall Courtyard	1
City Hall Lobby	1
Chapman Room	10
Commission Chambers	9
Central Park	2
Fairbanks and I-4	1
Shady Park	2
MLK Park	3
TOTAL ART PIECES	82

Potential "Points of Interest" for Otocast and **TBD Co.**

- **Library & Events Center**
 - 3 points of interest – Overview/Library/Events Center
 - to include 46 objects
- **Welcome Center**
 - 7 points of interest
- **City Hall**
 - 4 points of Interest – Chambers, Chapman Room, Lobby, Courtyard

- **Central Park**
 - 2 points of Interest – Emily fountain, Tree Whisperers
 - Peacock Fountain in Rose Garden?
- **I-4 Ultimate**
 - 1 point of Interest – Rhythmic Colors
- **Shady Park**
 - 2 points of interest – Molecular Dog and Mural on Community Center
- **Boat Tour?**
- **MLK Park**
 - 3 points of interest – Girl with Doves, Man Carving His Own Destiny, MLK Tribute Corner
- **Arts & Culture Alliance Members**
 - 18 points of interest?
 - <https://cityofwinterpark.org/residents-guests/things-to-enjoy/arts-culture>



Otocast, LLC
72 Underhill Road
Ossining, NY 10562
Tel: 914-923-4626
info@otocast.com

City of Winter Park
401 S. Park Ave
Winter Park, FL 32789

Invoice no. 2023.0199
Date: 25-August, 2023

Mobile Audio Guide for Winter Park Public Art locations

Deliverable	Amount
Estimated 100 locations – @ \$90	\$ 9,000
- Configuration, maintenance, and 1 year support	
- includes setup for locations, associated images, text and audio	
- optional additional language/audio track included no additional charge	
- optional splash page included no additional charge	

Total	\$ 9,000
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Please remit within 30 days



item type	Staff Updates	meeting date	September 18, 2023
prepared by	Craig O'Neil	approved by	Clarissa Howard
board approval	Completed		
strategic objective			

subject

Stained Glass Donation

item list

- Stained glass peacock has been donated by late Senator Paula and Gene Hawkins' family.
- Artwork will remain stored in city facility awaiting permanent installation at the Winter Park Events Center.

motion / recommendation

background

alternatives / other considerations

fiscal impact

- Fee of \$3,000 for removal from home, packing and transport to city property.
- TBD: Fee that will be charged when artwork is permanently installed in Events Center in fiscal year 2023-2024.

ATTACHMENTS:

[Stained Glass.jpg](#)

ATTACHMENTS:

[Stained Glass 2.JPG](#)



