

RESOLUTION CITY OF SAINT PAUL, MINNESOTA

Presented by _____

- 1 WHEREAS, the City of Saint Paul, Police Department (SPPD) wishes to enter into a license agreement with
2 Simulation Technologies, Inc. which includes an indemnification clause; and
3
4 WHEREAS, this license agreement will provide for the non-exclusive, non-transferrable licenses to use the
5 EVOC-101 Web program which will allow SPPD trainees, students and employees to access the web based law
6 enforcement software and coursework training program; and
7
8 THEREFORE BE IT RESOLVED, that the council approves entering into and authorizes Chief Thomas Smith to
9 implement the attached agreement, which includes an indemnification clause, with Simulation Technologies, Inc.

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Khaliq (Interim)			
Lantry			
Stark			
Thune			
Tolbert			

Requested by Department of: **POLICE**

By: **Thomas E. Smith, Chief of Police**

Approved by the Office of Financial Services

By: _____

Approved by City Attorney

By: _____

Approved by Mayor for Submission to Council

By: _____

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date _____

By: _____



Annual EVOC-101 Web™ SITE License Agreement

Agreement Start Date: December 1, 2013

Agreement End Date: December 1, 2014

Applied Simulation Technologies, Inc. ("AST") of 4394 Century Dr., Murray, UT 84123, Tel: (801) 506-1340; fax: (801) 506-1345 and Saint Paul Police Department for itself and for the benefit of its subsidiaries and affiliates, hereinafter known as "Client," agree that the following terms and conditions shall govern Client's use of AST's product known as "EVOC-101 Web."

1. Definitions

- 1.1 "EVOC-101 Web" means software and courseware that comprise the set of interactive lessons for the Intersection Analysis curriculum for emergency vehicle driver training and any subsequent versions of EVOC-101 Web used by the Client. See Exhibit C for description.
- 1.2 "Learning Management System" also "LMS" is a term used to describe software tools designed to manage user web based training records management and reporting. It provides a learner self-service (e.g. self-registration) bookmarking, training workflow, user notification, manager observation and tracking.

2. Usage License

- 2.1 AST hereby grants to the Client a non-exclusive, non-transferable license to use the EVOC-101 Web program and to allow students, trainees, and employees (the "End Users") to use EVOC-101 Web with the permission of the Client. This license grant is expressly conditioned upon the Client's compliance with the following:
 - 2.1.1. All End-Users shall first acknowledge acceptance of the license agreement as it appears on the Sign-In page prior to using the lessons.
 - 2.1.2. All End-Users shall enter the EVOC-101 Web program by using a unique Student or User Number assigned by the Client.
- 2.2 The Client may not use, reproduce, sublicense, distribute, or dispose of EVOC-101 Web software or courseware, other than as permitted under this Agreement.

3. Effective Date And Terms

- 3.1 The Effective Date of this Agreement will be December 1, 2013 as long as both parties sign this Agreement and AST's invoice has been accepted for payment. The Agreement is for one (1) year and will automatically terminate on the end date, unless Client chooses the automatic renewal option on the EVOC-101 Web Price, attached as Exhibit A.

4. Consideration

- 4.1 In consideration of the rights granted to Client, Client agrees to pay AST in accordance with the EVOC-101 Web Price, attached as Exhibit A.
- 4.2 Lessons are intended to be taken by only one End-User (student) at a time. The computer screen may not be shared with other End-Users, except with a trainer who may be assisting the End-User.
- 4.3 High-speed lines are recommended for all End-Users, but this is not obligatory. End-Users should be made aware by Client of minimum system requirements, as specified in the attached Exhibit B.
- 4.4 The Client agrees to allow the computers using EVOC-101 Web to connect to AST for the sole purpose of recording driver data, which shall be made constantly available to the Client at no additional charge in the Client's private access to the EVOC-101 Web Learning Management System.
- 4.5 AST shall not use the collected driver data for any purpose other than informing the database, and shall not market or make available such data to any other entity.

5. Disclaimer of Warranty

- 5.1 The information used by AST in preparing these lessons has been obtained from sources believed to be reliable and current, including the US Government and applicable federal and state regulations. Every effort has been made to produce the finest and most reliable emergency vehicle operator lessons available. However, AST cannot guarantee the adequacy, completeness, or appropriateness of the EVOC-101 Web material, and is not responsible for any omissions or inaccuracies obtained from our sources or caused by human error.
- 5.2 AST licenses the EVOC-101 Web software and courseware training program on an "As Is" basis. AST makes no warranties, including the implied warranties of fitness for a particular purpose, regarding the program or its use and operation for training, testing, screening, or other purposes.

6. Limitation of Liability

- 6.1 In no event shall AST be liable for special, incidental or consequential damages arising from the use, sale or distribution of EVOC-101 Web by Client.

7. Indemnification

- 7.1 Client shall indemnify and hold AST harmless from any and all claims, damages, losses, liabilities, and expenses (including reasonable fees of attorneys and other professionals) arising out of or in connection with the use of the EVOC-101 Web program by the Client, except for claims, damages, losses, liabilities, costs, and expenses arising solely from the gross negligence or willful wrongdoing of AST.
- 7.2 Client shall promptly notify AST of any such claim.
- 7.3 AST shall indemnify, defend, and hold harmless the Client from any and all claims, damages, losses, liabilities, and expenses (including reasonable fees of attorneys and other professionals) arising out of any third-party claims of intellectual property infringement.

8. Notices

- 8.1 Any notice required under this Agreement shall be deemed given:
- When delivered personally with a written receipt;
 - When transmitted by confirmed facsimile;
 - Five days after having been sent by registered or certified USPS mail (return receipt requested, postage prepaid) or by overnight carrier, to AST and/or to the Client at the addresses on Page One of this Agreement.

9. Governing Law

- 9.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

10. Complete Understanding

This Agreement, including all Exhibits attached, constitutes the entire Agreement between the parties concerning the use and distribution of AST's EVOC-101 Web interactive training program. Agreement shall be effective only if in writing and signed by an authorized representative of both parties.

The parties, by the actions of their authorized representatives, have executed this Agreement, including the attached exhibit(s), as of the dates indicated below.

ACCEPTED BY

Signature:

Name: Thomas E. Smith

Title: Chief of Police

Organization: City of Saint Paul

Date:

ACCEPTED BY

Signature:

Name: Reginald T. Welles

Title: President & CEO

Organization: Applied Simulation Technologies, Inc.

Date: November 6, 2013

Exhibit A

EVOC-101 Web™ Site License Price

Client: Saint Paul Police Department
Size: 50
Price: \$2,424.00
Duration: One Year

Site License

1. The license holder may assign unlimited access for up to 50 student users to all 5 lessons (see exhibit C for lesson description) for the entire license period.
2. During the active license year, assigned student users may take each lesson in the course as many times as license-holder requires. However, the course must be completed in its entirety before launching a new course.
3. This price is for a single local, municipal, city, county, or regional department only.

Automatic Annual Renewal Option

To automatically renew EVOC-101 Web on an annual basis, please initial here _____. Automatic renewal secures current pricing and Client will be automatically billed on the date of renewal at the current undiscounted rate. If automatic renewal is not selected, Client may be subject to product price increases for subsequent years.

EVOC-101 Web Learning Management System

AST shall provide to the Client a private access to the EVOC-101 Web Learning Management System for documenting and tracking driver training records.

Time Allowed to Complete Lessons

Lessons are considered used once a student starts the lesson. A student may begin a lesson later return to his/her bookmarked page of the lesson to finish. Students must complete the lesson and pass the quiz within 30 days from the date the lesson was started. Timing limitations are for continuity of lesson content. Lessons started with less than 30 days left on the contract will be granted 15 days extension beyond the year to be completed.

Exhibit B

AST EVOC-101 Web™ System Requirements: Flash Player 9

Hardware

Adobe has tested Adobe® Flash® Player 9 extensively on the following minimum hardware configurations:

Windows®	Macintosh	Linux®
Intel® Pentium® II 450MHz or faster processor (or equivalent)	PowerPC® G3 500MHz or faster processor	Modern processor (800MHz or faster)
128MB of RAM	128MB of RAM	512MB of RAM, 128MB of graphics memory

Operating systems and browsers

Flash Player 9 is supported on the following minimum operating systems and browsers:

Windows

Platform	Browser
Microsoft® Windows Vista®	Microsoft Internet Explorer 7, Firefox 2.0, AOL 9
Microsoft Windows XP	Microsoft Internet Explorer 6.0 or later, Firefox 1.x, Firefox 2.x, Mozilla 1.x or later, Netscape 7.x or later, AOL 9, Opera 7.11 or later
Microsoft Windows Server® 2003	Microsoft Internet Explorer 6.0 or later, Firefox 1.x, Firefox 2.x
Microsoft Windows 2000	Microsoft Internet Explorer 5.x, Firefox 1.x, Firefox 2.x, Mozilla 1.x, Netscape 7.x or later, AOL 9, Opera 7.11 or later
Microsoft Windows Millennium Edition	Microsoft Internet Explorer 5.5, Firefox 1.x, Mozilla 1.x, Netscape 7.x or later, AOL 9, Opera 7.11 or later
Microsoft Windows 98	Microsoft Internet Explorer 6.0 or later, Firefox 1.x, Mozilla 1.x, Netscape 7.x or later, Opera 7.11 or later

Macintosh¹

Platform	Browser
Mac OS X v10.1 or later (PowerPC)	Firefox 1.x, Mozilla 1.x, Netscape 7.x or later, AOL for Mac OS X, Opera 6, Safari 1.x or later
Mac OS X v10.4.x or later (Intel)	Firefox 1.5.0.3 or later, Opera 6, Safari 2.x or later

Linux²

Platform	Browser
Red Hat® Enterprise Linux (RHEL) 3 update 8, RHEL 4 update 4 (AS/ES/WS)	Firefox 1.5.0.7 or later, Mozilla 1.7.x or later, SeaMonkey 1.0.5 or later
Novell SUSE™ 9.x or 10.1	Firefox 1.5.0.7 or later, Mozilla 1.7.x or later, SeaMonkey 1.0.5 or later

Solaris™

Platform	Browser
Solaris 10	Firefox 1.5.x or later, Mozilla 1.7.x or later

1. ATI Rage 128 GPU does not support full screen mode with hardware scaling.
2. Only Advanced Linux Sound Architecture (ALSA) is supported (OSS/ESD will not play audio; audio will silently fail). Only GTK2-based browser versions are supported.

Exhibit C

Product Description
EVOC-101 Web™ Intersection Analysis**Course: Emergency Vehicle Operations (EVO) Intersection Analysis**

The course consists of five core lessons which take approximately 20 minutes each to complete. The course is designed to be self-taken (no instructor) online and is accessible 24/7 so that cadets may learn at their own pace and around individual time constraints.

Lessons*:✧ **Lesson #1 - Intersection Approach**

- Identify the primary goals of the Approach stage of intersection navigation,
- Label highway travel lanes with corresponding reference numbers
- List the intersection approach tasks in sequence and link them to appropriate distances
- Select appropriate methods for maximizing vehicle control when approaching intersections
- Recognize the risks associated with improper intersection negotiation

✧ **Lesson #2 - Intersection Assessment**

- Describe how the assessment stage and the approach stage work together in intersection analysis
- Identify all the hazards and potential hazards in a given scenario
- Categorize the hazards as potential or immediate and prioritize them according to their level of danger
- Recognize the risks associated with each hazard

✧ **Lesson #3 - Clearing the Intersection: Basics**

- List basic steps for clearing an intersection
- Select appropriate methods for clearing an intersection
- Recognize the risks associated with improper intersection clearing

✧ **Lesson #4 - Clearing the Intersection: Advanced Skills**

- Recognize the additional hazards associated with clearing a congested intersection
- Recognize the importance of slowing down and giving you additional time to recognize and respond to these hazards
- List the steps for safely clearing a congested intersection
- Know the methods for clearing an intersection when your lanes are blocked
- Identify the most common mistakes made when clearing a congested intersection

✧ **Lesson #5 - Intersection Departure & Course Summary**

- List the steps for safely departing an intersection
- Recognizing the common hazards you might encounter during the departure stage
- Recall all steps and key concepts in the EVO Intersection Analysis process

**It is intended that the course be taken in the order listed.*