



City of Chicago



O2020-2241

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	4/22/2020
Sponsor(s):	Lightfoot (Mayor)
Type:	Ordinance
Title:	License Agreement with the American Heart Association ("AHA") for installation, operation and maintenance of an interactive hands-only CPR kiosk at Chicago Midway International Airport
Committee(s) Assignment:	Committee on Aviation

AVIA



OFFICE OF THE MAYOR
CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

April 22, 2020

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the execution of an agreement with the American Heart Association for the placement of a training kiosk at Midway International Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Lori E. Lightfoot".

Mayor

ORDINANCE

WHEREAS, The City of Chicago (the "City") is a home rule unit of local government as defined in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City owns and operates through the Chicago Department of Aviation ("Aviation") an airport commonly known as Chicago Midway International Airport, ("Airport") and possesses the power and authority to lease premises and facilities and to grant rights and privileges with respect thereto; and

WHEREAS, The Airport provides its employees, airport-tenants' employees, air carrier passengers and members of the travelling public with many amenities such as shopping, dining, safety awareness and information, and other recreational amenities; and

WHEREAS, The American Heart Association ("AHA"), founded in 1924 as the Association for the Prevention and Relief of Heart Disease, is a non-profit organization that funds cardiovascular medical research, educates consumers on healthy living and fosters appropriate cardiac care in an effort to reduce disability and deaths caused by cardiovascular disease and stroke; and

WHEREAS, One of the ways AHA furthers said efforts is to provide training and education concerning Cardiopulmonary Resuscitation ("CPR"), by providing free public-use interactive "Hands-Only CPR Kiosks" ("Kiosks") in several airports; and

WHEREAS, The City and the AHA desire to enter into a License Agreement ("License Agreement") providing for the installation, operation, and maintenance of a Kiosk at the Airport; now therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are incorporated by reference as if fully set forth herein.

SECTION 2. The Commissioner of Aviation ("Commissioner") is hereby authorized to execute a License Agreement with the AHA for the installation, operation, and maintenance of a Kiosk at the Airport in substantially the form attached hereto as Exhibit A.

SECTION 3. The Commissioner, or her designee, is further authorized to enter into and to execute all documents, and perform any and all acts, including promulgation of any standards, rules or regulations, as shall be necessary or advisable to carry out the purpose and intent of this ordinance and the License Agreement.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the City, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall be in full force and effect from the date of its passage and approval.

HANDS-ONLY CPR KIOSK HOST AGREEMENT



American
Heart
Association.

This Hands-Only CPR Kiosk Site Agreement ("Agreement") is entered into and effective as of _____, 2020 ("Effective Date") by and between American Heart Association ("AHA"), a New York not-for-profit corporation with its principal place of business at 7272 Greenville Avenue, Dallas, Texas 75231 and Midway International Airport, having its principal place of business at: 5757 S. Cicero Ave, Chicago, Illinois, 60638 ("Host").

1. Definitions

"Hands-Only CPR Kiosk" means a machine owned by AHA, sponsored by Carpenter's Union and Laborer's Union ("Sponsor"), placed at Host location for the purpose of training the public in Hands-Only CPR. The machine measures approximately 25" wide x 36" deep x 81" high, weighs approximately 310 pounds, and requires 115V AC power as well as an internet connection.

"Location" means an indoor, environmentally controlled, high traffic area within the Host's facilities where Users may access the Hands-Only CPR Kiosk to be trained in Hands-Only CPR. The Location shall be regularly monitored to encourage proper use, reduce vandalism, and promote a long component life.

"Users" means Host's invitees, clients, employees, consultants, contractors, or agents who are authorized to access the Location.

2. Program Description –Hands-Only CPR Kiosk / User interaction

A User approaches the Hands-Only CPR Kiosk and activates the program by touching the computer screen. Music begins playing and a narrator provides a 2 minute introduction to Hands-Only CPR. The User is then asked to participate in a 30-second practice session and a 30-second Hands-Only CPR test. During the practice session, the User receives feedback about the depth and rate of their compressions on the encased manikin torso. After completing the Hands-Only CPR test, the User receives a score indicating the percent of time their compressions and hand placement were correct.

3. Host Requirements

Host agrees to:

- House the Hands-Only CPR Kiosk in the same location for no less than 3 years
- Coordinate move in and set-up of Hands-Only CPR Kiosk with the assigned AHA Program Manager, and AHA's kiosk service vendor.
- Regularly monitor and provide security for the location.
- Use commercially reasonable efforts to preserve and care for the Hands-Only CPR Kiosk.
- Provide daily cleaning, including wiping down the manikin with alcohol wipes.
- Provide AC power and internet connection 24 hours a day, seven days a week.
- Verify on a daily basis the apparent functionality of the machine via a check of the computer screen and encased manikin torso
- Monitor the sanitation station (wipes/gel) levels and order replacements as needed.

- Not move, modify, dispose of, transfer or otherwise devalue the Hands-Only CPR Kiosk without prior written approval by AHA.
- Assign a representative to serve as liaison with the AHA for technical issue resolution and to coordinate access for repairs and hold the outlet cover key and encasement key.

4. Acknowledgement

Host acknowledges that:

- AHA is working with its service provider to provide some or all of the services under this Agreement. This Agreement is only between AHA and Host and all rights and remedies related to the services remain solely between Host and AHA.
- Host does not take title or ownership to any of the Hands-Only CPR Kiosk provided under this Agreement and waives any lien rights it may have concerning the equipment. Software updates (including, but not limited to, educational content and design) are at the discretion of AHA.
- In providing the Hands-Only CPR Kiosk, AHA utilizes (a) the American Heart Association name, the American Heart Association logo, the American Heart Association domain name, and other trademarks and service marks; (b) the Sponsor name, the Sponsor logo, the Sponsor domain name, and other trademarks and service marks; (c) certain audio and visual information, documents, software and other works of authorship; and (d) other technology, software, hardware, designs, and intellectual property ("AHA/Sponsor IP"). Other than as expressly stated in this Agreement, no license or other rights are granted to Host, and all licenses and rights are expressly reserved.

AHA acknowledges that:

- Host is not leasing any portion of its premises.
- Host shall pay all taxes, fees and excises which may be assessed, levied, exacted or imposed on its property.

5. Host Support

In the case of equipment failure, AHA or its service provider will, as far as commercially reasonable and at its own discretion and expense, undertake to repair equipment. Telephone or online support will be available during AHA's business hours.

6. License Grant

AHA grants Host and its Users a worldwide, non-exclusive, non-transferable, non-sublicenseable right to access and use the Hands-Only CPR Kiosk in accordance with the terms of this Agreement. Host shall not: (a) modify, copy or create derivative works based on the content of the Hands-Only CPR Kiosk or AHA/Sponsor IP; (b) disassemble, reverse engineer, or decompile the content of the Hands-Only CPR Kiosk or AHA/Sponsor IP, or access it in order to (i) build a competitive product or service; (ii) build a product or service using similar ideas, features, functions or graphics of the service; or (iii) copy any ideas, features, functions or graphics of the service; or (d) permit any use, removal or changes to any branding marks or logos on any components of the content of the Hands-Only CPR Kiosk or AHA/Sponsor IP that are not authorized by AHA in writing in advance.

7. Warranties and Disclaimers

- A. **General.** Each party represents and warrants that it has the legal power to enter into this Agreement. AHA represents and warrants that it owns or otherwise has sufficient rights to grant the rights and licenses granted in this Agreement.
- B. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AHA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

AHA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. OTHER THAN FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY LOST PROFITS, LOSS OF USE, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED.

8. Indemnification

Subject to this Agreement, AHA shall indemnify and hold Host harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Host by a third party alleging that the use of the Hands-Only CPR Kiosk as contemplated under this Agreement infringes the intellectual property rights of a third party. Each party shall indemnify and hold harmless the other from any and all third party Claims, including judgments, interest, attorneys' fees, and all other costs, to the extent directly caused by the negligence or willful misconduct of the indemnifying party.

To the extent permitted by law, if Host is a governmental entity that, by law, is not permitted to indemnify the AHA, then Host shall be responsible for any claims, damages, liabilities, suits and expenses Host may incur which arise out of or in connection with the acts or omissions of Host and any breach by Host of the terms of this Agreement. Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by the governmental entity or to extend the liability of the governmental entity beyond the limits set forth in state sovereign immunity statutes.

9. Term & Termination

The initial term of this Agreement begins on the Effective Date and continues for 36 months. Unless earlier terminated pursuant to the terms of this Agreement. AHA or Host may terminate this Agreement at any time. A party may terminate this Agreement for cause: (a) upon thirty (30) days written notice of a material breach to the other party if the breach remains uncured at the expiration of the cure period; or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party under this Agreement that has already accrued or that accrues between notice of termination and the effective date of termination. Upon termination of this Agreement, Host shall, in accordance with instructions given by AHA or its service provider, use reasonable care to protect the Hands-Only CPR Kiosk located at the Host's premises and provide reasonable access to allow removal.

10. General Provisions

- This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- All notices under this Agreement shall be in writing and shall be deemed to have been given, unless returned due to delivery problems, upon the earliest of: (a) personal delivery; (b) written confirmation of receipt by the other party; (c) the second business day after mailing; (d) the second business day after sending by confirmed facsimile; or (e) the second business day after sending by email.
- Neither party may issue press releases relating to this Agreement without the other party's prior written consent.
- No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

- Other than as expressly stated in this Agreement, the remedies provided in the Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- Neither party will be in breach of this Agreement as a result of forces beyond the party's reasonable control. Whenever possible, any schedule for performance will be extended as necessary to overcome the effects of such force majeure.
- Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement together with all rights and obligations under this Agreement, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party nor a tobacco company or tobacco company's parent or subsidiary entity. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- This Agreement shall be governed exclusively by the internal laws of the State of Illinois, County of Cook, without regard to its conflicts of laws rules. The state and federal courts located in the City of Chicago, Illinois shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party consents to the exclusive jurisdiction of these courts. Each party also waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.
- This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.
- This Agreement may be executed in counterparts, either in physical or digital form, which, taken together shall form one legal instrument.

AGREED:

AMERICAN HEART ASSOCIATION, INC.

MIDWAY INTERNATIONAL AIRPORT



By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____