

**AGREEMENT BY AND BETWEEN THE COUNTY OF CHAMPAIGN, ILLINOIS AND
PESOTUM FIRE PROTECTION DISTRICT REGARDING THE USE OF OPIOID SETTLEMENT
FUNDING FOR FIRST RESPONDER EQUIPMENT**

This **Agreement** is entered into by and between the County of Champaign, Illinois ("County"); and Pesotum Fire Protection District ("PFPD") hereinafter collectively referred to as "the Parties", regarding funding for first responder equipment effective on the last date signed by a Party hereto.

WITNESSETH:

WHEREAS, units of local government had conferred upon them the following powers by Article VII, Section 10, of the 1970 Illinois Constitution:

"(A) Units of local government and school districts may contract or otherwise associate themselves, with the State, with other States and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or ordinance. Units of local government and school districts may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues and other resources to pay costs and to service debt related to intergovernmental activities"; and

WHEREAS, the County is a unit of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 and is authorized to enter into contracts with other public agencies and organizations in furtherance of public health and safety interventions; and

WHEREAS, the County has received opioid settlement funds and desires to utilize those funds to support evidence-based and high-impact strategies in response to the opioid crisis, including public safety interventions; and

WHEREAS, the PFPD provides emergency response services to opioid-impacted communities in Champaign County; and

WHEREAS, the PFPD seeks to purchase one automated chest compression device for use at its fire station to improve cardiac resuscitation capacity during opioid overdose response and related medical emergencies; and

WHEREAS, automated chest compression devices reduce the physical burden placed on first responder volunteers during overdose response and other cardiac emergencies, particularly in rural areas where extended transport times may require continuous compressions for thirty (30) to forty (40) minutes; and

WHEREAS, the PFPD relies on a dedicated team of volunteer responders, and current Illinois law prohibits interruption of chest compressions once initiated, making automated devices a critical support tool to preserve responder capacity, safety, and performance in high-stress medical calls; and

WHEREAS, the County recognizes the importance of timely and effective first responder interventions in overdose scenarios and wishes to allocate a portion of its opioid settlement funds to support the District's acquisition of this lifesaving device; and

WHEREAS, such provision of opioid settlement funding shall be construed as a subaward, with PFPD as the subrecipient, and this Agreement construed as a subrecipient agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the Parties agree as follows:

Section 1. PREAMBLE

The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2. COUNTY agrees to the following:

- a. COUNTY shall provide PFPD a one-time contribution of one automated chest compression device, purchased with Champaign County opioid settlement funding, for the district to support Champaign County opioid-impacted individuals and the first responders acting. PFPD acknowledges that this is a one-time equipment contribution, and that future funding must be formally requested.
- b. COUNTY shall complete a single bulk purchase, in compliance with the Champaign County Purchasing Policy, directly to the vendor to ensure the best pricing, free shipping directly to each district, and consistency in equipment throughout the County. County will make no representations about the equipment and PFPD agrees to defend and indemnify County for any claims about its use.
- c. COUNTY shall provide PFPD a copy of Final Distributor Settlement Agreement (Schedules A and B of Exhibit E of the Opioid Settlement Agreement, attached hereto and) incorporated by reference herein as Attachment C and/or D, and shall provide PFPD with updates as to any additional terms, conditions, or related communications from the Illinois Department of

Human Services and by the Illinois Office of Opioid Settlement Administration within.

Section 3. PFPD agrees to the following:

- a. PFPD agrees to utilize the medical first responder equipment, specifically automated chest compression device, to serve their district.
- b. PFPD agrees not to resell, transfer, trade, lease, loan or otherwise misuse the equipment. Equipment shall not be used for any purpose outside the scope of harm reduction services and the approved uses outlined in Attachment D of this agreement.
- c. PFPD agrees to comply with all applicable federal, state, and local statutes, rules, regulations, and guidelines governing the use, management, and reporting of opioid settlement funds, including all requirements set forth in Attachments C and D by the Illinois Department of Human Services and by the Illinois Office of Opioid Settlement Administration within.
- d. PFPD agrees to make reasonable efforts to provide Champaign County with feedback, usage information, and any relevant data related to the equipment upon request. This may include basic information such as frequency of use, operational impact, or service outcomes. The County will only request such information occasionally and for purposes of evaluating program effectiveness, informing future funding decisions, or fulfilling County reporting obligations. No routine or scheduled reports are required.
- e. PFPD certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in the award as set forth in Attachments C and D or in this Agreement by any federal department or agency, or by the State of Illinois.

Section 4. Terms & Conditions:

a) Compliance

PFPD shall comply with all applicable federal, state, and local laws and regulations related to harm reduction and first responder services.

b) Independent Status

PFPD acknowledges that it is acting as an independent entity and not as an agent, employee, or representative of Champaign County Government. This AGREEMENT does not create any legal partnership or joint venture between the parties.

c) Amendments

This AGREEMENT may be amended only by writing signed by both parties.

d) Duration; Termination

The AGREEMENT shall remain in effect for one year from the date of payment. The County reserves the right to terminate this Agreement if PFPD fails to meet its obligations.

e) Repayment and Misuse of Funds

If PFPD is found to have misused the equipment, fails to provide the required report, or ceases to provide harm reduction services, the County reserves the right to request repayment of original equipment cost paid by County in whole or in part.

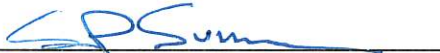
f) Indemnification

PFPD acknowledges and agrees that the County's only role in this matter is to purchase and provide equipment as detailed herein. PFPD acknowledges and agrees that the County has not selected the equipment to be purchased, reviewed its suitability for any purpose, and will have no role in the use of the devices and treatment of individuals. PFPD shall indemnify and hold harmless the County and its affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever or from the breach of this Agreement by PFPD. This indemnification and hold harmless obligation shall remain in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date(s) below.

The County of Champaign, Illinois

Approved: 
Steve Summers
County Executive
Champaign County

Date: 02/10/2026

Approved: President Robert Wood
PFPD CONTACT AND TITLE

Date: 1-27-26