

**AGREEMENT BY AND BETWEEN THE COUNTY OF CHAMPAIGN, ILLINOIS AND
SANGAMON VALLEY 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 Sangamon Valley Fire Protection District ("SVFPD") 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 SVFPD provides emergency response services to opioid-impacted communities in northwest Champaign County; and

WHEREAS, the SVFPD seeks to purchase a cardiac monitor for use on one of its emergency response vehicles to enhance patient assessment, cardiac resuscitation, and clinical decision-making during opioid overdose response and other medical emergencies; and

WHEREAS, cardiac monitors allow first responders to continuously assess heart rhythm, oxygen saturation, blood pressure, and other vital signs, enabling rapid identification of life-

threatening conditions such as cardiac arrest, respiratory failure, and overdose-related complications. Cardiac Monitors also support faster transfer of care; and

WHEREAS, extended transport times in rural service areas require first responder to stabilize and continuously monitor patients for prolonged periods prior to transfer of care; and

WHEREAS, the SVFPD relies on a dedicated team of volunteer responders, and access to advanced cardiac monitoring equipment enhances patient safety, supports effective clinical decision-making, and reduces risk during high-acuity medical responses; 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 these lifesaving devices; and

WHEREAS, such provision of opioid settlement funding shall be construed as a subaward, with SVFPD 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 SVFPD a one-time payment of \$ 29,727.86 in opioid settlement funding to assist with purchasing a cardiac monitor for the district to support Champaign County opioid-impacted individuals and the first responders acting. SVFPD acknowledges that this is a one-time payment strictly for the equipment and that future funding must be formally requested.
- b. COUNTY shall provide SVFPD 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 SVFPD 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. SVFPD agrees to the following:

- a. SVFPD agrees to utilize the \$29,727.86 in opioid settlement funding from the County to purchase medical first responder equipment, specifically a cardiac monitor device to serve their district.
- b. SVFPD agrees to use the funds exclusively for the purchase of a cardiac monitor device. Funds shall not be used for administrative expenses, salaries, lobbying activities, or any other purpose outside the scope of harm reduction services and the approved uses outlined in Attachment D of this agreement.
- c. SVFPD 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. SVFPD agrees to provide an update, as requested by the Opioid Settlement Task Force, for one year from the date the funds are disbursed; should the Task Force cease to exist the reporting form shall be provided to the Champaign County Board Justice and Social Services Committee. The Champaign County Board or any of its committees may request an in-person review of the reporting form and services provided by SVFPD at any point during the year. The update should clarify how the approved equipment served opioid-impacted individuals, the effectiveness of the equipment, and any success stories and/or feedback. Proof of purchase must be provided upon request by Champaign County.
- e. SVFPD 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.
- f. SVFPD will spend these allotted funds on the approved equipment within one (1) year of the date this Agreement takes effect.

Section 4. Terms & Conditions:

a) Compliance

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

b) Record-Keeping

SVFPD shall maintain records of all purchases made with the provided funds for a minimum of 3 years and shall make such records available to the County upon request. The County may conduct a financial or programmatic review to verify the appropriate use of provided funds.

c) Independent Status

SVFPD 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.

d) Amendments

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

e) 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 SVFPD fails to meet its obligations.

f) Repayment and Misuse of Funds

If SVFPD is found to have used funds for unauthorized purposes, fails to provide the required report, or ceases to provide harm reduction services during the AGREEMENT period, the County reserves the right to request repayment of funds in whole or in part.

g) Indemnification

SVFPD acknowledges and agrees that the County's only role in this matter is to provide funding as detailed herein. SVFPD 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. SVFPD 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 for any claim related to the equipment or the circumstances of this Agreement or from the breach of this Agreement by SVFPD. 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.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

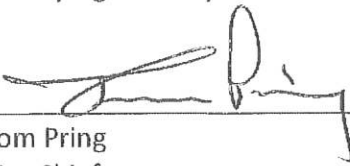
SIGNATURE PAGE

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: 
Tom Pring
Fire Chief
Sangamon Valley Fire Protection District

Date: 1/14/24