

**AGREEMENT BY AND BETWEEN THE COUNTY OF CHAMPAIGN, ILLINOIS AND TOLONO 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 TOLONO FIRE PROTECTION DISTRICT ("TFPD") 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 TFPD provides emergency response services to opioid-impacted communities in Champaign County; and

WHEREAS, the TFPD seeks to purchase an automated chest compression device for use on one of its emergency vehicles 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 TFPD 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 these lifesaving devices; and

WHEREAS, such provision of opioid settlement funding shall be construed as a subaward, with TFPD 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 TFPD a one-time payment of \$11,500.00 in opioid settlement funding to assist with purchasing one automated chest compression device for the district to support Champaign County opioid-impacted individuals and the first responders acting. TFPD acknowledges that this is a one-time payment strictly for the approved equipment and that future funding must be formally requested.
- b. COUNTY shall provide TFPD 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 TFPD 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. TFPD agrees to the following:

- a. TFPD agrees to utilize the \$11,500.00 in opioid settlement funding from the County to purchase medical first responder equipment, specifically one (1) automated chest compression device to serve their district.

- b. TFPD agrees to use the funds exclusively for the purchase of one (1) automated chest compression device within one (1) year from the date this agreement is signed by the final party. 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. TFPD 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. TFPD agrees to provide updates as requested by Champaign County Board for one year from the date the funds are disbursed and provide it to the Opioid Settlement Task Force; 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 during which this equipment has been utilized to be provided by SFPD at any point during the year.
- e. TFPD 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. TFPD agrees that any funds not expended for the purchase of this approved equipment, including amounts remaining due to lower purchase costs, must be returned to the County within sixty (60) days of the date of purchase or upon County request.

Section 4. Terms & Conditions:

a) Compliance

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

b) Record-Keeping

TFPD 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

TFPD 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 TFPD fails to meet its obligations.

f) Repayment and Misuse of Funds

If TFPD 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. TFPD agrees that any funds not expended for the purchase of this approved equipment, including amounts remaining due to lower purchase costs, must be returned to the County within sixty (60) days of the date of purchase or upon County request. Funds not expended by the end of this agreement period must be returned to the County within thirty (30) days of the end of the agreement period.

g) Indemnification

TFPD acknowledges and agrees that the County's only role in this matter is to provide funding as detailed herein. TFPD 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 TFPD. Champaign County makes no warranty as to the quality or abilities of the equipment. Any issues with the equipment should be handled directly with the manufacturer and the vendor, not through Champaign County.

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: 
Kyle Hayden
Deputy Chief
Tolono Fire Protection District

Date: 1-21-26