

**AGREEMENT BY AND BETWEEN THE COUNTY OF CHAMPAIGN, ILLINOIS AND  
BROADLANDS-LONGVIEW 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 Broadlands-Longview Fire Protection District ("BLFPD") 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 BLFPD provides emergency response services to opioid-impacted communities in southeastern Champaign County; and

**WHEREAS**, the BLFPD seeks to purchase automated chest compression devices for use at each of its two fire stations 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 BLFPD 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 BLFPD 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 BLFPD a one-time payment of \$18,000.00 in opioid settlement funding to assist with purchasing two automated chest compression devices for the district to support Champaign County opioid-impacted individuals and the first responders acting. BLFPD acknowledges that this is a one-time payment strictly for the equipment and that future funding must be formally requested.
- b. COUNTY shall provide BLFPD 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 BLFPD 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. BLFPD agrees to the following:**

- a. BLFPD agrees to utilize the \$18,000.00 in opioid settlement funding from the County to purchase medical first responder equipment, specifically two (2) automated chest

compression devices to serve their district.

- b. BLFPD agrees to use the funds exclusively for the purchase of two (2) automated chest compression devices. 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. The BLFPD may utilize the automated chest compression devices in any instance where in its discretion the equipment would be of use, particularly given that at times it is unknown when aid is first administered the cause of a medical crisis.
- c. BLFPD 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. BLFPD agrees to complete the reporting form attached as Attachment B on a quarterly basis 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 provided by BLFPD at any point during the year.
- e. BLFPD 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**

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

##### **b) Record-Keeping**

BLFPD 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**

BLFPD 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 BLFPD fails to meet its obligations.

### **f) Repayment and Misuse of Funds**

If BLFPD 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**

Each Party agrees to indemnify and hold harmless the other Party 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, to the extent they result from the negligence of the Indemnifying Party or its permitted successors and assigns in connection with the services provided under this Agreement, or to the extent they result from the breach of this Agreement by the Indemnifying Party. 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: August 25, 2025

Approved: 

Jennifer Locke  
Board Chair  
Champaign County

Date: 8/25/25

### Broadlands-Longview Fire Protection District

Approved:   
Clayton Bosch (Aug 25, 2025 12:20:22 CDT)

Clayton Bosch  
Fire Chief  
Broadlands

Date: 25/08/2025