

**EMERGENCY MANAGEMENT AGENCY COVID-19 RELATED SUPPLIES
CAPITAL FUND PARTICIPATION AGREEMENT**

This Emergency Management Agency COVID-19 Related Supplies Capital Fund Participation Agreement (“Agreement”) is made and entered into on the date it is first fully executed by the parties hereto: Champaign County, Illinois, a body corporate and politic (“County”); Village of Rantoul, Illinois, a municipal corporation (“Rantoul”); and Board of Trustees of the University of Illinois, a body corporate and politic (“University”), collectively referred to as “the Parties” and each individually a “Party.”

Recitals

WHEREAS, the County is a unit of local county government, a body corporate and politic, within the State of Illinois; and

WHEREAS, Rantoul, is a municipal corporation, body politic, and home rule unit of government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the University is a body corporate and politic of the State of Illinois; and

WHEREAS, on March 9, 2020, the Governor of the State of Illinois issued a proclamation of disaster related to the COVID-19 pandemic; and

WHEREAS, subsequent COVID-19 related Executive Orders have been issued relating to the pandemic, which has resulted in shortages in COVID-19 related supplies, equipment, and materials, including “personal protective equipment” as defined by the Centers for Disease Control and Protection (collectively “Supplies”); and

WHEREAS, the Champaign County Emergency Management Agency (“EMA”) is a department re-established by County Ordinance No. 740 on April 1, 2005, to prevent, minimize, repair, and alleviate injury or damage resulting from a disaster and to protect the public health and safety in the event of such a disaster; and

WHEREAS, the EMA Director has the responsibility for the organization, administration, training, and operation of EMA, which includes, in the event of a disaster, to: (1) develop mutual aid agreements among units of local government; and (2) enter into contracts to

procure services, supplies, equipment, and material necessary to protect public health and safety without regard to statutory procedures and formalities normally prescribed by law for County contracts, as authorized by Sec. 10(j) of the Illinois Emergency Management Agency Act of 1992 (20 ILCS 3305/1, *et seq.*); and

WHEREAS, the Champaign County/University of Illinois Joint COVID Emergency Operations Center ("EOC") comprises staff and officials from local hospitals and clinics, the Champaign-Urbana Public Health District, the County, Champaign, Urbana, and the University who meet regularly to ensure the delivery of critical police, fire, and emergency dispatch services and the maintenance of public infrastructure; and

WHEREAS, the Parties desire to: (1) establish a fund to facilitate the procurement of Supplies from vendors by the EMA; and (2) manage and account for inventory and distribution of Supplies; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois, 1970, and Section 9 of the Intergovernmental Cooperation Act (5 ILCS 220/1-9) provides authority for units of local governments and other public agencies to contract or otherwise associate among themselves to obtain and share services and exercise, combine or transfer any power or function in any manner not otherwise prohibited by law or ordinance; and

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Terms

Section 1. Recitals. The recitals set forth above are incorporated by reference into this Agreement.

Section 2. Purchasing.

(a) The County Treasurer and Auditor shall establish and maintain a separate fund and bank account for EMA to purchase Supplies for the Parties in accordance with County financial policies and applicable law. The fund shall be initially funded by payment from each

Party according to the funding formula set forth in **Exhibit A** (attached). The Champaign County Deputy Director of Finance shall deposit each Party's payment into the consolidated fund.

(b) The County shall make its initial payment to the fund based upon the allocations in the funding formula in **Exhibit A** within 28 days of the effective date of this Agreement.

(c) The EOC will identify and prioritize the Supplies to be purchased and will forward such requests to the EMA Management Team for approval. The EMA Coordinator will forward procurement information to the Champaign County Deputy Director of Finance.

(d) The Champaign County Deputy Director of Finance will process the respective purchase order, payment, and receipt of revenue transactions

(e) The EOC will manage the delivery and acceptance of Supplies and will forward receipts for delivered Supplies to the Champaign County Deputy Director of Finance.

(f) The EMA will manage the storage of Supplies at the County facility located at 1905 East Main Street, Urbana, IL 61802 ("County Facility") in accordance with County purchasing policies and applicable law.

Section 2. Distribution.

(a) The EMA Director and EOC will manage the distribution and allocation of Supplies to the Parties and to any entity within Champaign County determined to be a priority by the EOC.

(b) The EMA Director will forward billing information for distributed Supplies to the County Deputy Director of Finance.

(c) The Champaign County Deputy Director of Finance shall invoice, at cost, the Party to which the Supplies are distributed.

(d) The Deputy County Administrator of Finance will deposit all payments received into the fund.

Section 3. Rantoul Responsibilities.

(a) Rantoul shall make its initial payment to the fund created by the County based upon the allocations in the funding formula in Exhibit A within 28 days of the effective date of this Agreement.

Section 4. University Responsibilities.

(a) In addition to its role as a member of the EOC, the University shall make its initial payment to the fund created by the County based upon the allocations in the funding formula in Exhibit A within 28 days of the effective date of this Agreement.

Section 5. Indemnification. Each Party agrees to indemnify, hold harmless and defend the EMA and the County in the event of any contract dispute with a vendor.

To the fullest extent permitted by law, each Party (an "Indemnifying Party") shall, at its sole expense, indemnify and defend each other Party from and against all claims for damage to property or injury to persons, including death, to the extent proximately caused by the act or omission of the Indemnifying Party and arising out of or relating directly or indirectly to this Agreement.

Section 6. Term. This Agreement shall terminate upon one or more of the following conditions: (1) agreement of all the Parties in writing; (2) depletion of the fund and inventory of the Supplies; or (3) a Party provides the other Parties notice of termination with 30 days' advance notice. Upon termination, the Deputy County Administrator of Finance shall prepare a final reconciliation report regarding, among other things, initial funds received, invoices issued, payments received, and funds returned.

Section 7. Disposition of Supplies and Funds. All Supplies remaining in inventory at the end of the COVID-19 pandemic will, by agreement of the Parties in writing, will be distributed back to each Party based upon the allocations in the funding formula in Exhibit A or as they otherwise agree in writing.

All monies remaining in the fund at the end of the COVID-19 pandemic will, by agreement of the Parties in writing, either be distributed back to each Party based upon the

allocations in the funding formula in Exhibit A or continue to remain in the fund in the event of a future emergency or disaster.

Section 8. Notices. All notices, demands, and communications required to be given under this Agreement shall be in writing and sent, with receipt confirmed, as follows by electronic mail to:

- (a) The County: Darlene Kloeppel, County Executive, dkloeppel@co.champaign.il.us; and Barb Mann, State's Attorney's Office, bmamm@co.champaign.il.us.
With a copy to: John Dwyer, EMA Director, jdwyer@co.champaign.il.us
- (b) Rantoul: Scott Eisenhauer, Village Administrator, seisenhauer@village.rantoul.il.us; and Ken Beth, Village Attorney, kbeth@elbclaw.com
- (c) The University: Michael DeLorenzo, michaeld@uillinois.edu; and Lisa Power, Campus Legal Counsel, lpower@uillinois.edu

Section 9. Insurance. The County shall procure and maintain, during the term of this Agreement, sufficient property liability insurance to cover the replacement value of the Supplies stored at the County Facility, against all direct loss and damage. The cost of the insurance coverage may be considered a direct cost to be borne by each Party based upon the allocations in the funding formula in Exhibit A.

Section 10. Amendments. This Agreement may be amended in writing by agreement of all Parties. The execution of any amendment shall be authorized by passage of an appropriate ordinance or other lawful corporate action by the corporate authorities of each Party.

Section 11. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, such provision shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other provisions shall remain in effect.

Section 12. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be an original agreement and all of which shall constitute one and the same Agreement. The counterparts may be executed and delivered by facsimile or other electronic signature (including DocuSign) by any Party, and the receiving

Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

WHEREFORE, the Parties, pursuant to authority given by their respective governing bodies, have caused these presents to be executed by their duly authorized signatories, duly attested as required, on the dates set forth below.

EXHIBIT A

FUNDING FORMULA

An initial amount of funding is needed to establish a capital fund to purchase supplies related to the COVID-19 pandemic. The breakdown of each Party's contribution to this pool is as follows:

- County	\$ 18,750
- U of I	\$ 16,250
- Rantoul	\$ 10,000

TOTAL	\$45,000
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COUNTY OF CHAMPAIGN, ILLINOIS

By: Kristine A Kleppel Date: 5-22-2020
County Executive

ATTEST: Daron Ammons
County Clerk

Approved as to form: Barbara J. MA
Assistant State's Attorney

VILLAGE OF RANTOUL, ILLINOIS

By: Charles Smith Date: 5/18/2020

Village President

ATTEST: Ann Brady
Village Clerk

Approved as to form: [Signature]
Village Attorney

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: *Bradley W Henson*
Avijit Ghosh

Bradley W Henson
Director, Purchasing Office

Date: 2020.05.27 09:49:59 -05'00

Avijit Ghosh, Comptroller