



AGREEMENT BETWEEN

COUNTY OF SUSSEX, One Spring Street, Newton, NJ 07860

AND

{Organization name}

{Organization Address}

FOR VOLUNTEER FIRE AND EMERGENCY MEDICAL SERVICES GRANT  
PROGRAM

CSLFRF Assistance Listing #21.027

Project ID 13023237

This Agreement made and executed in three (3) original copies on this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the County of Sussex (“County”), a local unit in the State of New Jersey, and an approved grantee, {Name of Organization} (hereinafter, “Beneficiary”).

As a beneficiary of equipment and/or supplies funded through the American Rescue Plan Coronavirus State and Local Fiscal Recovery Funds (“CSLFRF”), this Agreement outlines the title, use, management and disposition of the equipment in compliance with Title 2, US Code of Federal Regulations, Part 200.

I. DEFINITIONS

The definitions in 2 CFR 200.1 are incorporated into this Agreement as if fully set forth herein. Notwithstanding, the County specifically sets forth the following Definitions:

**(A) Equipment:** tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000.

**(B) Personal property:** property other than real property. It may be tangible, having physical existence, or intangible.

**(C) Property:** real property or personal property.

**(D) Supplies:** all tangible personal property other than those described in the definition of equipment in this section. A computing device is a supply if the acquisition cost is less than \$5,000, regardless of the length of its useful life. See also the definitions of computing devices and equipment in this section.

## II. EQUIPMENT

- A. Title to Equipment:** In accordance with 2 C.F.R. 200.313(a), title to any equipment that is purchased with CSLFRF funds and provided to the Beneficiary under the County's Volunteer Fire and Emergency Medical Services Grant program is vested with the County. At all times, the County shall retain title and ownership of the equipment.
- B. Use of Equipment:** Pursuant to 2 C.F.R. 200.313(a), the Beneficiary must use equipment acquired with CSLFRF funds for the project for which it was acquired as long as needed, whether or not the project continues to be supported by the CSLFRF award, and the Beneficiary must not encumber the property without prior approval of the County and United States Department of the Treasury.
- C. Management of Equipment:** The Beneficiary will manage equipment (including replacement equipment) acquired in whole or in part with CSLFRF funds according to the following requirements.
1. The Beneficiary will maintain sufficient records (to be provided by the County) that include:
    - a) a description of the property,
    - b) a serial number or other identification number,
    - c) the source of funding for the property (including the Federal Award Identification Number (FAIN)),
    - d) who holds title,
    - e) the acquisition date,
    - f) cost of the property,
    - g) percentage of Federal participation in the project costs for the Federal award under which the property was acquired,
    - h) the location, use and condition of the property, and
    - i) any ultimate disposition data including the date of disposal and sale price of the property.

The Beneficiary will keep this information within the records retention period for the federal grant.

2. The County will conduct a physical inventory of the property and reconcile results with its property records at least once every two years. The Beneficiary will allow a representative of the County on its premises to inspect the equipment.

3. The Beneficiary will develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft will be reported to the County and then investigated by the County. The Beneficiary shall cooperate with any investigation.
4. The County will develop and implement adequate maintenance procedures to keep the property in good condition.

**D. Insurance of Equipment:** The Beneficiary must provide insurance coverage for the equipment acquired or improved with CSLFRF funds.. The Beneficiary shall provide evidence of such coverage prior to taking possession of the equipment.

**E. Disposition of Equipment:** When the equipment is no longer needed for its original CSLFRF purpose, the Beneficiary must notify and return the equipment to the County for proper disposal. If the Beneficiary ceases to operate as a volunteer organization, the Beneficiary must notify the County and transfer the equipment (if within the useful life of the equipment) to another volunteer organization within the County. . 2 CFR 200.313(e).

### III. SUPPLIES

**A. Title to Supplies.** Pursuant to 2 C.F.R. 200.314(a), title to supplies that are purchased with CSLFRF funds and provided to the Beneficiary under the County's Volunteer Fire and Emergency Medical Services Grant program is vested with the County upon acquisition. At all times, the County shall retain title and ownership of the supplies.

**B. Insurance of Supplies.** The Beneficiary must provide insurance coverage for the supplies acquired or improved with CSLFRF funds. The Beneficiary shall provide evidence of such coverage prior to taking possession of the supplies.

**C. Use and Disposition of Supplies:** Pursuant to 2 C.F.R. 200.314(a), if the supplies are no longer needed for its original CSLFRF purpose, the Beneficiary must notify the County. If the Beneficiary ceases to operate as a volunteer organization, the Beneficiary must notify the County and transfer the supplies to another volunteer organization within the County.

### IV. Indemnification

The Beneficiary, to the fullest extent permitted by law, agrees to defend, indemnify and hold the County and its respective officers, employees, servants, agents, assigns, and affiliates ("Indemnified Parties") harmless from and against any and all suits, actions, liabilities, losses, claims, damages, and expenses including, without limitation, costs of investigation and defense, costs for medical treatment, expert witness fees, legal fees, whether or not involving a third-party claim, arising out of or in any manner connected with the Beneficiary's use of equipment and/or supplies to be provided under this Agreement, and in any way related to the acts or omissions of the Beneficiary, its agents,

servants, employees, subcontractors, or anyone directly or indirectly employed by them or anyone for who acts or omissions they may be legally liable (“Covered Parties”) to the extent that such suits, actions, liabilities, losses, claims, damages and expenses are caused by the Covered Parties.

V. Termination

The County may, at any time, terminate this Agreement if the Beneficiary fails to comply with the terms and conditions contained herein. Upon termination, the Beneficiary shall have five (5) days to return the Equipment and/or Supplies to the County.

I, the undersigned, agree to the terms and conditions in the above agreement.

\_\_\_\_\_  
Board of County Commissioners, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer of Volunteer Organization

\_\_\_\_\_  
Date

SAMPLE