

**STANDARD ASSURANCES BY TOWN ASSISTED
AGENCIES AND/OR ORGANIZATIONS**

I. PURPOSE

- A. For each fiscal year, any "non-departmental" (non-direct or "outside") agency or organization requesting Town assistance funds must submit an original signed copy of this document with their budget package request.
- B. These assurances shall act to hold the Town of Apex harmless from any liability that the agency or organization may incur.

II. ASSURANCES AFFIDAVIT

The authorized official of the agency or organization given below hereby swears and affirms:

- A. The agency/organization is a legal entity under Federal and State laws and is authorized to provide services being proposed for financial assistance from the Town.
- B. The agency/organization has the legal authority and the institutional, managerial, and financial capacity to ensure the proper planning, management and completion of the project(s) proposed for Town financial assistance.
- C. The agency/organization will establish safeguards to forestall the appearance of or actual conflicts of interest or personal gain.
- D. The agency/organization will comply with all Federal, State, and local laws and regulations.
- E. The agency/organization will comply with Federal and State laws and regulations related to Workplace Drug Abuse and Treatment, workplace health and safety, workers compensation, and other applicable workplace requirements.
- F. The agency/organization will comply with Federal and State laws and regulations related to the Fair Labor Standards Act, Hatch Act, Private Employer Verification Act (e-verify), taxes and other personnel requirements.
- G. The agency/organization will comply with applicable program/project services standards, contracts and regulations for any program/project services assisted by the Town.
- H. The agency/organization will comply with Federal and State laws and regulations, including but not limited to the Iran Divestment Act, related to financial and compliance audits and will submit a copy of each audit report to the Town Manager within 60 days after issued.
- I. To the extent permitted by law, the agency/organization will defend, pay on behalf of, indemnify and hold the Town of Apex, its elected and appointed officials, employees, and agents harmless against any and all claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Apex that may arise or result from the operation of any program/project service(s) conducted by the agency/organization.
- J. The agency/organization will submit promptly to the Town Manager any information requested related to any program/project services assisted by the Town.
- K. The agency/organization will comply with any Town ordinance or policy applicable to any program/project service assisted by the Town.

- L. All Town funding shall be utilized strictly for the operation, maintenance and capital needs of each agency/organization and in accordance with Subsection N of this Affidavit.
- M. The agency/organization will submit a semiannual report of its uses of Town funding and the tangible benefits of the funded activities to Town residents.
- N. The agency/organization will only use Town funds for the purpose in which the funds were appropriated and approval of the funding requested based. The agency/organization will repay any funds that are in violation of the stated purpose for receiving the appropriation within 60 days of notification.

Certification

The above assurances will be complied with for the financial fiscal year starting on July 1, _____ and ending June 30, _____.

Agency/Organization _____

Box/Street/Route _____

Town/State/Zip _____

Federal Tax ID Number _____

By (Signature) _____

Typed Name _____

Title _____

Date Submitted _____

NORTH CAROLINA
 _____ COUNTY

I, a Notary Public of the County and State aforesaid, certify that _____, personally appeared before me this day and acknowledged that he/she is a director/manager of _____, and that by authority duly given as a director/manager of the company, the foregoing instrument was signed and sealed by him/her on behalf of the company and acknowledged said writing to be the act of said company.

Witness my hand and official stamp or seal, this ___ day of _____, 20__.

 [Signature of Notary Public]

My Commission Expires: _____