VILLAGE OF KENMORE, NEW YORK

Office of the Clerk

At a meeting of the Board of Trustees of the Village of Kenmore, New York, held on the 3rd day of November, 2026 the following Resolution was adopted:

WHEREAS, The Village of Kenmore occasionally needs to perform maintenance, public works, and/or utility repairs on or near New York State highways, and

WHEREAS, the New York State Department of Transportation (NYSDOT) requires municipalities to sign a standard Undertaking Agreement before issuing work permits for these state roads.

NOW, THEREFORE, BE IT

RESOLVED that the Village of Kenmore Board of Trustees hereby approves the standard NYSDOT Undertaking Agreement for municipal highway work, and

BE IT FURTHER

RESOLVED that the Village Clerk/Treasurer is authorized to execute said agreement on behalf of the Village of Kenmore.

Motion by Trustee

Second by Trustee

Trustee Catalano
Trustee Jones
Trustee Genesky
Trustee Ring

PASSED AND ADOPTED: November 3, 2026

State of New York)
County of Erie) ss:
Village of Kenmore)

I, KATHLEEN P. JOHNSON, Clerk of the Village of Kenmore, New York, do hereby certify that I have compared the foregoing with the original minutes of the regular meeting of the Board of Trustees of said Village held on the 3rd day of November 2026 and that the resolution duly adopted by the Board of Trustees is on file in my office, and that the foregoing is a true and correct transcript from said original minutes and in part thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and Seal of said Village this 4th day of November, 2026.

_____

Village Clerk

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2026, between the Village of Kenmore, a municipal corporation of the State of New York, with principal offices located at 2919 Delaware Avenue, Kenmore, New York 14217, (hereinafter referred to as "The Village"), and CHILD AND FAMILY SERVICES OF ERIE COUNTY, a private, not-for-profit corporation incorporated under the laws of New York State, with principal offices located at 330 Delaware Avenue, Buffalo, NY 14202 (hereinafter referred to as "Child & Family Services").

WITNESSETH

WHEREAS, Child & Family Services, through their Haven House Program, would like to provide a part-time domestic violence advocate located at the Kenmore Police Department to assist with the primary needs of domestic violence survivors in the Village of Kenmore; and

WHEREAS, it is an eligible activity under the Community Development Block Grant awarded to the Town of Tonawanda and then sub-awarded to The Village, under the Housing and Community Development Act of 1974, as amended, to provide public services to Battered and Abused Spouses and Abused and Neglected Children;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. DEFINITIONS.

a. "**Village**" shall mean the Village of Kenmore.

b. "**Subrecipient**" shall mean Child and Family Services of Erie County.

c. "**HUD**" shall mean the United States Department of Housing and Urban Development.

d. "**Act**" shall mean the Housing and Community Development Act of 1974, and as amended.

e. "**Federal Government**" shall mean the Government of the United States and all departments thereof heretofore or hereinafter created, including "HUD".

f. "**Project**" shall mean the approved work described in Exhibit "A" to be performed by the Subrecipient under the terms of the Housing and Community Development Act of 1974 and as amended, all implementing present and future federal government regulations, and this contract.

g. "**Supervisor of Insurance**" shall mean the Village Clerk of the Village of Kenmore.

2. EXHIBITS INCORPORATED.

The following exhibits are attached to this Agreement and made a part hereof.

a. Exhibit "A" - Project Description

The following exhibits are not attached but are included by reference.

b. Exhibit "B" - 2 CFR Ch. I and II, Parts 200, 215, 220, 225, and 230 sets forth accounting rules and regulations for federal awards.

c. Exhibit "C" – 24 CFR Part 570 sets forth Community Development Block Grant Program Regulations.

d. Exhibit "D" - Certificate of Insurance

CHILD AND FAMILY SERVICES OF ERIE COUNTY
CONTRACT CONDITIONS

1. Time of Performance: The services of the Subrecipient shall begin April 1, 2026 and end March 31, 2027. A grant extension of up to one year may be made if a mutually agreeable arrangement can be made between the Village and the Subrecipient.

2. Compensation for Services: The Subrecipient represents and agrees that the FY 26 Community Development Block Grant in the amount of $10,000 includes substantially all costs needed by the Subrecipient to undertake the activities as described in Exhibit "A" of this agreement. The Village shall pay the amount of approved actual expenditures NOT TO EXCEED the budget listed in Exhibit "A". All funds paid by the Village shall be used by Child & Family Services for services for domestic violence survivors as described in Exhibit "A" attached hereto and incorporated herein.

3. Method of Payment: The Village will pay the Subrecipient the stated $10,000 upon receipt of a voucher for payment of services rendered together with the information detailed in Exhibit "A", Paragraph 3, Budget. In each instance the Subrecipient shall specify that he/she has performed the work under this Agreement in conformance with the Agreement and that he/she is entitled to receive the amount requisitioned under the terms of the Agreement.

4. Termination of Contract for Cause: If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the Village shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and

reports or other material prepared by the Subrecipient under this Agreement, shall, at the option of the Village, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

5. Termination for Convenience of Village: The Village may terminate this Agreement at any time by giving written notice to the Subrecipient of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in this Agreement, shall at the option of the Village, become its property. If the Agreement is terminated by the Village, as provided herein, the same ratio to the total compensation as the services actually performed bear to the total services of the Subrecipient covered by this Agreement, less payments of compensation previously made.

6. Remedies for Non-Compliance: If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the Village shall thereupon have the right to impose one or any combination of the following remedies for non-compliance: (1) Temporarily withholding cash payments pending correction of the deficiency; (2) Disallowing all or part of the cost of the activity or action not in compliance; (3) Wholly or partly suspending or terminating the current award; (4) Withholding further awards; and (5) Taking other remedies that may be legally available.

7. Civil Rights: The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 14173.

8. Interest of Members of Child & Family Services: No officer, member, or employee of Child & Family Services and no member of its governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking of this project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly interested or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

9. Assignability: The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Village thereto: Provided however, that claims for money due or to become due to the Subrecipient from the Village under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Village.

10. Interest of Subrecipient: The Subrecipient covenants that he/she presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner or

degree with the performance of services required to be performed under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having any such interest shall be employed.

11. Findings Confidential: Any reports, information, data, etc., given to or prepared or assembled by the Subrecipient under this Agreement which the Village requests to be kept confidential shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the Village.

12. Officials not to Benefit: No members of or Delegates to the Congress of the United States of America, Resident Commissioner, or Village of Kenmore officials or employees engaged in the administration of the grant shall be admitted to any share or part thereof or to any benefit to arise herefrom.

13. Publication, Reproduction, and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Village shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.

14. Audits and Inspections: At any time during normal business hours and as often as the Village may deem necessary, there shall be made available to the Village for examination all of Subrecipient's records with respect to all matters covered by the Agreement and the Subrecipient will permit the Village to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel conditions of employment and other data relating to all matters covered by this Agreement. The Subrecipient shall commission an audit of the CDBG award to be performed either on an annual or fiscal year basis as is appropriate.

15. Refusal to Testify, Grounds for Cancellation, Disqualification: Upon refusal by the Subrecipient, or if the Subrecipient is a firm, partnership, or corporation, upon refusal of a person who is a member, partner, director, or officer of any firm, partnership or corporation of which the Subrecipient is also a member, partner, officer or director, when called before a Grand Jury to testify concerning any transaction or Contract with the State, any political subdivision thereof, a public authority or with any public department, agency, or official of the State or any political subdivision thereof, or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, the contractor, such other person, and any firm, partnership, director or officer, shall be disqualified after such refusal from selling to or submitting bids to or receiving awards from or entering into any contracts with the Village for goods, work or services for a period of five (5) years and this agreement at the option of the Village may be cancelled or terminated without incurring any penalty or damages on account of such cancellation or termination, provided, however, that any monies owing hereunder for goods delivered or work done prior to such cancellation or termination shall be paid.

16. Program Income: Program income received by the Subrecipient may be retained by the Subrecipient and shall be used to undertake eligible activity as described in Section 570.504 Program Income of the CDBG regulations which is incorporated by reference, and that all the provisions of the written agreement shall apply to such activities. The Subrecipient agrees that program income generated from repayments to, or interest earned on, a revolving fund shall be substantially disbursed before additional cash withdrawals are made from the U.S. Treasury.

17. Reversion of Assets: Upon the expiration of the Agreement the Subrecipient agrees to transfer to the Village any Community Development Block Grant (CDBG) funds on hand at the time of expiration and any accounts receivable attributed to the use of CDBG funds. Any property acquired or improved in whole or in part with CDBG funds in excess of $25,000 by the Subrecipient will be used by the Subrecipient to meet one of the national objectives as described in Section 570.503(b)(8) of the CDBG regulations which is incorporated by reference, until five (5) years after expiration of the Agreement or will be disposed of in a manner comparable to that described in Section 570.505(b) of the CDBG rules and regulations which is incorporated by reference.

18. Private Contractors: The Subrecipient agrees that in the event it contracts with private contractors for any project or part of the project undertaken pursuant to this Agreement, it will observe the Laws of New York and Federal Government requirements as detailed in Section 110; §570.603; 40 USC, Chapter 3, Section 276a-276a-5; 29 CFR Part 1, 3, 5, 6 and 7; 40 USC, Chapter 3 Section 276c; 18 USC, Part 1, Chapter 41, Section 874; 29 CFR Part 3; 40 USC Chapter 5, Sections 326-332; 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240 which is incorporated by reference., regarding bidding requirements and the letting of private contracts.

19. Federal and State Requirements: The Subrecipient agrees to abide by all present and future applicable New York State and Federal Government requirements in performing the project described in Exhibit "A" attached hereto and made a part hereof. Federal Labor Standards and Prevailing Wage Rates are to be observed as required. 2 CFR Part 200-230 shall be observed as required and is incorporated by reference.

20. Hold Harmless and Indemnification: To the fullest extent permitted by law, Subrecipient shall defend, indemnify, and hold harmless the Town of Tonawanda, its Town Board, Officials, Employees and Agents and the Village of Kenmore, its Village Trustees, Officials, Employees and Agents from and against all claims, damages, losses and expenses including but not limited to, attorneys' fees arising out of, in connection with, and/or incident to Subrecipient's performance of the work, including work performed by any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from.

In any and all claims against the Town of Tonawanda, its Town Board, Officials, Employees and Agents and the Village of Kenmore, its Village Trustees, Officials, Employees and

Agents by an employee of Subrecipient, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the foregoing indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation acts, disability benefit acts or other employee benefit acts.

21. Insurance Requirements: The Subrecipient shall provide the Village with a certificate of insurance which shall show the types of all insurance and insurance limits (i.e. property, general liability, auto, worker's comp, etc), name of the insurance carrier, policy number, effective and expiration dates and shall be signed by an authorized representative of the carrier.

22. Records and Reports: The Subrecipient agrees to begin work within a reasonable time after execution of the Agreement. It further agrees to maintain specific records which are in compliance with 24 CFR 570.506 Records of the CDBG rules and regulations which is incorporated by reference, in order to assist the recipient in meeting its record keeping requirements. Records will be maintained by the Subrecipient for a minimum of six years. The Subrecipient further agrees to submit to the recipient certain reports which are in compliance with 24 CFR 570.507 Reports of the CDBG rules and regulations which is incorporated by reference, in order to assist the recipient in meeting reporting requirements. At a bare minimum the Subrecipient will provide a narrative summary of their services to domestic violence survivors along with records of the number, race, and ethnicity of beneficiaries who participated in the program. Reports on project information and beneficiaries must be submitted to the Village upon request by the Village, but no later than April 30, 2027 and within one month of completion of the project.

23. Compliance: The Subrecipient agrees to carry out each activity in compliance with all Federal laws and regulations described in 24 CFR 570 Subpart K of the regulations which is incorporated by reference, except that: the Subrecipient does not have to assume the Town of Tonawanda's responsibility for environment as described in 570.640 or the responsibility for initiating the review process under Executive Order 12372, as described in 570.612.

24. Appropriations under the Act: This Agreement shall be valid only to the extent that the Federal Government appropriates monies for the project under the Act.

25. Amendment: This contract may be amended only by written instruments executed by the parties to this Agreement except that Exhibit "A" may be amended to add, delete and/or modify projects and project budgets within the amount of funding allocated for the Subrecipient's projects by notification in writing to the Village accompanied by a copy of a resolution approved by the Subrecipient's Board at a duly called meeting authorizing such additions, deletions and/or modifications. Such amendment shall be in conformity with applicable federal requirements including those found at 24 CFR 570.305.

26. Notice and Communication: Any notice, request or other communication required or permitted to be gives hereunder shall be in writing and delivered personally or sent registered or certified mail, return receipt requested, to the recipient at the address designated for such party in the Agreement or to such other address as such recipient may have last designated

by notice similarly given.

27. Obligations of Subrecipient With Respect to Certain Third Party Relationships: Child & Family Services shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of this Agreement. Child & Family Services shall, by contractual requirement, covenant, or other binding commitment assure the compliance on the part of any contractor, subcontractor, transferee, successor in interest or other participant in the activities pursuant to this Agreement, with the lawful requirements of The Village necessary to insure that activities pursuant to this Agreement are carried out in accordance with The Village's assurances and certifications pursuant to the Community Development Block Grant Program.

28. This Agreement shall be executory only to the extent that funds are made available to the Town of Tonawanda pursuant to the Housing and Community Development Act of 1974, as amended, as applied for by the Town for purposes of this Agreement.

29. Anti-Lobbying: To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

30. Proselytization: The Subrecipient will not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by these CDBG funds. If the Subrecipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded by these CDBG funds, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

31. Child & Family Services will include the Section 3 Compliance regulations in contracts funded with CDBG funds that require the Section 3 Compliance.

SECTION "3" COMPLIANCE

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and

employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

32. The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Investment Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

33. Additional Federal Policy Requirements per U.S. Department of HUD Office of Community Planning and Development Federal Award Agreement

A. The subrecipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.

B. The subrecipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

C. The subrecipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.

D. The subrecipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment.

E. This Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or any requirements implementing Executive Orders that have been revoked.

F. The subrecipient must administer this project in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

G. No state or unit of general local government that receives funding under the CDBG grant (and therefore none of their subrecipients or contractors) may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that

materially impede enforcement of federal immigration statutes and regulations.

H. The subrecipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

I. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

J. Awards to subrecipients made under, relating to or arising out of the Federal Award will not be used to engage in illegal racial discrimination, including racial preferences.

K. Awards to subrecipients made under, relating to, or arising out of the Federal Award will not be distributed in a way that violates or otherwise is used to interfere with constitutional protections guaranteed for speech and religious beliefs and the free exercise of religion.

L. Awards made under, relating to, or arising out of the Federal Award will not be used to fund any project, service provider, or organization that operates illegal drug injection sites or "safe consumption sites" in violation of 21 U.S.C. § 856, knowingly permits the use or distribution of illicit drugs on property under their control in violation of 21 U.S.C. 856(a)(2), or knowingly distributes drug paraphernalia in violation of 21 USC 863. This is not a requirement that program participants must be sober in order to receive assistance, participate in treatment in order to receive assistance, or be evicted or exited from assistance for a first-time violation of a drug-related program policy or lease requirement.

M. All agreements or contracts made under, relating to, or arising out of the Federal Award must contain the same terms and conditions as those in the grant agreement issued by HUD. Any conflicting terms and conditions must be approved by HUD.

N. Subrecipient shall comply with all applicable workforce management requirements, regulations and statutes, including, without limitation, Title VII of the Civil Rights Act of 1964, 8 U.S.C. § 1324a, the Copeland "Anti-Kickback" Act, and the Drug-Free Workplace Act of 1988, as they may apply.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

S E A L

CHILD & FAMILY SERVICES OF ERIE COUNTY

BY: _____
Julie Loesch, Chief Community Program Officer
Child & Family Services of Erie County

S E A L

VILLAGE OF KENMORE

BY: _____
Patrick Mang, Mayor
Village of Kenmore

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this _____ day of _____, 2026, before me personally came JULIE LOESCH to me known, who, being by me duly sworn, did depose and say that she resides in _____, _____ that she is the Chief Community Program Officer of Child and Family Services of Erie County, the corporation described in and which executed the within instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that she signed her name thereto by like order.

_____
Notary Public

MUNICIPAL ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this _____ day of _____, 2026, before me personally came PATRICK MANG, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Village of Kenmore, New York; that he is the Mayor of the Village of Kenmore, the corporation described in and who executed the within instrument; that he knows the seal of corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Village Board; and that he signed his name thereto by like order.

_____
Notary Public

EXHIBIT "A"

Child and Family Services of Erie County
Haven House Domestic Violence Advocate Program

1. Description

Child and Family Services of Erie County requests CDBG funding from the Village of Kenmore to provide a part-time domestic violence advocate located at the Kenmore Police Department to assist with the primary needs of domestic violence survivors in the Village of Kenmore.

Activities to be Performed with CDBG funds

The Domestic Violence Advocate will assist with the primary needs of domestic violence survivors, including safety planning, supportive counseling, linkages and referrals, legal advocacy, support with child needs, and support with economic needs. The Advocate will also assist victims of domestic violence with completing applications to the Office of Victim Services (OVS), which offers monetary relief to victims of crime and their families by offering reimbursement for crime-related expenses, as well as serve as a liaison between the court and the police and provide necessary referrals, based on individual needs, to community partners. The Advocate will provide these services to victims wherever it is safest for the victim, with the ability to meet victims at the Police Department, at the Court, or at another safe community location.

Measurable Results of the Program

Provide Legal and Court Advocacy- 25 domestic violence victims
Provide Safety Planning- 35 domestic violence victims
Provide Supportive Counseling- 25 domestic violence victims
Provide Referrals for Information or Other Services- 30 domestic violence victims
Provide Assistance with Obtaining an Order of Protection- 5 domestic violence victims

The above goals will be achieved by the Domestic Violence Advocate working directly, one-on-one with identified domestic violence victims referred through the Village of Kenmore Court and Police Department, and providing services and activities including court accompaniment, individualized safety planning and support, referral to services and supports that meet the victim's identified needs, and supportive listening and counseling.

Reporting to the Village

Child and Family Services of Erie County will submit quarterly reports to the Village, summarizing both qualitative and quantitative efforts, as well as future projections. These reports will provide a comprehensive overview of the program's progress and effectiveness, ensuring transparency and accountability.

2. Schedule

Child and Family Services of Erie County will complete this activity by March 31, 2027.

3. Budget

Child and Family Services of Erie County will be reimbursed up to $10,000 for services provided to domestic violence survivors.

Program Cost

Preliminary cost estimates for the program include personnel salary and fringe for the domestic violence advocate.

For personnel salary and fringe costs, the following information will be submitted with each voucher cost reimbursement request: (1) Cover letter on Child & Family Services letterhead (including address) describing what the invoice is covering (staffing during what time period) and requesting $X in reimbursement. (2) A copy of the payrolls. (3) An explanation of fringe rates. (4) Narrative describing accomplishments to date.

Reimbursement requests with full backup documentation must be submitted to the Village within 45 days of the end of the quarter as outlined below:

- Invoice and backup documentation for April 1, 2026 to June 30, 2026 to be provided to the Village as soon as possible after contract signing.
- Invoice and backup documentation for July 1, 2026 to September 30, 2026 to be provided to the Village no later than November 16, 2026.
- Invoice and backup documentation for October 1, 2026 to December 31, 2026 to be provided to the Village no later than February 15, 2027.
- Invoice and backup documentation for January 1, 2027 to March 31, 2027 to be provided to the Village no later than May 14, 2027.

At the Village's discretion, failure to meet these above timelines may result in non-reimbursement for the request.

4. Records

Child and Family Services of Erie County will maintain sufficient detail so that the Village may determine whether or not the Community Development Block Grant funds are being used for the benefit of low and moderate income domestic violence survivors located within the Village of Kenmore.

Who - Ana Beck, Domestic Violence Advocate
What - Files on all clientele served during the contract period so that the

Village may determine the number, race, ethnicity, and household income level of beneficiaries who participated in the program.

Where - Files will be stored electronically in our EmpowerDB database

When - Beginning with the execution of the Agreement with the Village of Kenmore and for the period stated herein.

Child and Family Services of Erie County will maintain financial records on the expenditure of CDBG funds for personnel salary and fringe.

Who - Dawn Starbuck, Staff Accountant

What - Budgeted, Obligated and Expended Funds for the personnel salary and fringe (i.e. backup as described in the "Program Cost" section above).

Where - Files will be stored electronically on our Business & Finance internal drive. Hard copies of invoices and supporting documents will be physically stored by Robin Hopcia on 2nd floor of 3901 Genesee Street, Suite 300 for one year and then destroyed after our annual audit. These documents are also saved electronically when paid so we can retain them indefinitely.

When - Beginning with the execution of the Agreement with the Village of Kenmore and for the period stated herein.

Child and Family Services of Erie County will maintain sufficient detail so that the Village can report on the measurable outcomes and accomplishments of the program.

Who - Sara Gartland, Grants and Contracts Manager

What - Child & Family Services will complete the quarterly reporting documentation and provide back-up documentation as required by HUD and the Village of Kenmore.

Where - Program reports will be stored in our Microsoft Teams internal drive specific to this contract. Programmatic data is derived from client files stored in our electronic database, EmpowerDB.

When - Beginning with the execution of the Agreement with the Village of Kenmore and for the period stated herein.

Child and Family Services of Erie County agrees to periodic site visits by the Town of Tonawanda and/or Village of Kenmore Administrator of Community Development to review and verify Child & Family Services' records supporting the services provided.

The contract between the Village of Kenmore and Child and Family Services of Erie County is for the period April 1, 2026 to March 31, 2027.