

**CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF)
BENEFICIARY AGREEMENT**
American Rescue Plan Act of 2021 (ARPA)

Town of Hamden, CT

This AGREEMENT is effective as of the date of signature by and between the Town of Hamden, The in referred to as the "Town") and Styles By Kimberly LLC 239 Hawthorne Avenue Hamden, CT 06518 (herein referred to as the "Beneficiary").

Legal Name of Beneficiary:	Styles By Kimberly LLC
Organization Type	Small Business
Unique Entity Identifier# (UEI):	M17IE XM4LM 9
Federal Employer/fax ID (EIN): #:	45-4725623
Mailing Address:	2389 Whitney Avenue Hamden, CT 06518
SLFRF (CFDA #):	21.027
Dollar Award:	\$8,750
Project Completed:	June 30, 2025

WHEREAS, on March 11, 2021, the American Rescue Plan Act ("ARPA") was signed into law and established the coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program; and

WHEREAS the SLFRF program is to provide support to state, territorial, local, and tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and

WHEREAS the Beneficiary applied in May 2024 to the Town for ARPA SLFRF relief funds pursuant to the Hamden ARPA Small Business Grant Program for support due to the adverse financial impacts of the COVID-19 pandemic to its organization, and, based upon said application, meets the U.S. Department of Treasury's ("USDT") definition of a SLFRF "beneficiary"; and

WHEREAS the Town wishes to provide the Beneficiary with funding to mitigate adverse impacts to its organization because of the COVID-19 pandemic; with project activities and expenses not to occur prior to March 3, 2021, and not after June 30, 2025; and,

WHEREAS the Beneficiary is willing to execute this Agreement obligating itself to comply with its terms and conditions in exchange for receipt of the funds described herein; and

NOW, THEREFORE, it is agreed between the parties hereto as follows:

t. Statement of Work and Grant Award Funding

The Town shall provide coronavirus relief assistance funding to the Beneficiary for the purpose of response, mitigation or recovery from the adverse health and economic impacts to the organization as a result of the COVID-19 pandemic, The Beneficiary shall use the funds as fully described in the attached Detailed Budget (**Exhibit A**).

Initials LS
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Upon receiving any DOB proceeds, the Beneficiary agrees to immediately notify the Town. If some or all the proceeds are determined to be a DOB, the portion that is a DOB shall be repaid to the Town within thirty (30) days of that determination.

7. Events of Default and Pursuit of Remedies

The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

- a. Any breach or non-compliance by the Beneficiary with the conditions, provisions, obligations, duties, agreements, covenants, representations, and warranties made and set forth in this Agreement and in applicable SLFRF Rules and Regulations, USDT requirements, local, state, and federal laws, 2 CFR Part 200, and USDT and/or Town of Hamden policy memos, regulations, communications, or guidelines as the same may be amended from time to time, as determined by the Town in *its* sole discretion; or
- b. Any representation or warranty made herein or in the Beneficiary's application, addenda, exhibits, amendments, reports, supporting documentation, and/or other instruments provided or executed in connection with this Agreement is false or misleading in any respect, whether through commission or omission.

Upon the occurrence of an Event of Default, the Town may, at its option, send the Beneficiary a notice of default stating that the Beneficiary has thirty (30) days to cure said default. In the event the Beneficiary fails to cure said default within thirty (30) days, the Town may, upon ten (10) days' notice, terminate or suspend this Agreement and may demand partial or full repayment of the funding amount provided or paid to the Beneficiary hereunder, to be repaid to the Town by the Beneficiary within thirty (30) days, without further presentment, demand, protest, notice, or process of any kind, all of which are expressly waived by the Beneficiary. The Beneficiary agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by the Town in collection of the monies due hereunder or in the exercise or defense of its rights and powers under this Agreement. In addition, the Town may pursue any other remedies, legal or equitable, available to it in the event of the Beneficiary's default, fraud, or misrepresentation, whether through commission or omission.

8. Religious Activities

The Beneficiary agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200G, such as worship, religious instruction, or proselytization.

9. Indemnification

The Beneficiary shall defend, indemnify, and hold harmless the Town, its officials, employees, agents, and assigns, from and against all claims, losses, expenses, costs, and/or damages of any kind (including, without limitation, out-of-pocket expenses, reasonable attorneys' fees and costs, and other related expenses) associated with activities funded under this Agreement or arising out of or related to the performance of this Agreement. The Beneficiary further agrees to defend, indemnify, and hold harmless the Town, its officials, employees, agents, and assigns, from and against any third party claiming that a third-party beneficiary relationship has been established between the Town and such third party, it being the intention of the parties hereto that no such relationship be created or established.

10. Waiver

The Town's failure to act with respect to a breach by the Beneficiary does not waive its right to act with respect to subsequent or similar breaches. The failure of the Town to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

11. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

12. Non-Assignment; Successors and Assigns; Nature of Relationship

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall inure to the benefit of and shall be binding upon the parties, their successors, and permitted assigns. Nothing in this agreement shall create a partnership, joint venture, trust, employment, or other fiduciary relationship between the Town and the Beneficiary.

13. Amendment

The terms of the Agreement may be changed by executing a writing signed by both parties; provided, however, that the Town may, in its sole discretion, amend this Agreement to conform with federal, state, or local governmental laws, guidelines, policies, and available funding amounts. If such amendment results in a change in funding, statement of work, or timeline for expenditure, such modifications shall be incorporated by a written amendment signed by both the Town and the Beneficiary.

14. Entire Agreement

This Agreement constitutes the entire agreement between the Town and the Beneficiary for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Town and the Beneficiary with respect to this Agreement.

15. Governing Law

This Agreement shall be governed by the laws of the State of Connecticut, without regard to conflicts of law principles.

16. Notices

Any notice or other communication having a material effect on this Agreement shall be served by U.S. mail at the addresses set forth below.

To the Town of Hamden:

Economic and Community Development
2750 Dixwell Avenue
Hamden, CT 06518

A-1-1-N: Carol Hazen

To the Beneficiary:

2389 Whitney Avenue
Hamden, CT 06518

17. Section Headings and Subheadings

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

18. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to be one and the same instrument.

Town of Hamden

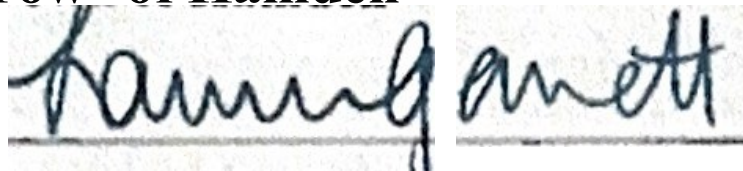
19. Exhibits

The following exhibits are incorporated herein, provided, however, that said exhibits shall not be deemed to modify the express provisions provided herein.

- Exhibit A-Detailed Budget
- Exhibit 8 - Draw Down Request Form
- Exhibit C • Expense Ledger Form
- Exhibit D- Duplication of Benefits Certification for Federal ARPA Funds Form

IN WITNESS WHEREOF the Town of Hamden and Beneficiary agree to the conditions contained herein and all exhibits hereto and have executed this Agreement as of the date first written above:

Town of Hamden

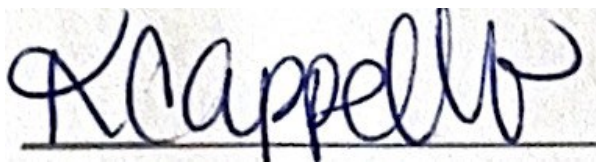


Signature [Name/title]

9/30/2024

Date

Beneficiary



Signature (Name/title)

10/11/24

Date