



**WELCOMING CERTIFICATION AGREEMENT**  
between  
Welcoming America  
And  
Lexington-Fayette Urban County Government

This Agreement, effective as of execution (the “effective Date”), is by and between Welcoming America (“Welcoming America” or “WA”) established and registered in the state of Georgia, and the Lexington-Fayette Urban County Government (“Client”), whose place of business is in Kentucky, United States.

**1. OBLIGATIONS OF THE CLIENT**

1.1 The Client will perform all actions required to receive and maintain Certified Welcoming, as determined in good faith by WA. This includes compliance with the Welcoming Standard that WA has established and that it may modify from time to time, a current copy is included as part of this Agreement as an attachment.

1.2 The Client agrees that WA will have the right upon notice to audit Client for its compliance with Welcoming Standards, and in that process, WA may use contractors or other third parties.

1.3 The Client will not in any event make use of its Certification or lack thereof in such a manner as to bring Welcoming America into disrepute, and will not make any statement regarding its Certification or lack thereof, which is misleading or unauthorized, nor make any statement or other communication that is disparaging of WA or could place WA in a negative light.

1.4 The Client will only refer to or promote its Certification in accordance with the guidelines outlined in Welcoming Standards and the Certified Welcoming [Standard Operating Procedure](#), as provided by WA from time to time.

**2. CERTIFICATION FEES AND PAYMENT**

2.1 The Client will pay the Certification Fees of \$8,400, which are non-refundable. Non-payment of fees is grounds for immediate termination of this Agreement at any time by WA and withdrawal of the Certificate of the Client. The Lexington-Fayette Urban County Government is receiving a 30% discount on their \$12,000 Certified Welcoming fees for being a member of the Welcoming Network.



### **3. OBLIGATIONS OF WELCOMING AMERICA**

3.1 The Certified Welcoming program of Welcoming America will provide Clients who are successful in their Certification with a Certificate designating that they have received and maintain Certification.

3.2 WA will license to Client the use of WA's Welcoming Certification mark and logo for use in compliance with this Agreement on a non-exclusive basis.

3.3 Without disclosing Client's "Confidential Information," Welcoming America will promote certified client communities on a regional, local, and international scale in its discretion.

### **4. CONFIDENTIAL INFORMATION AND OWNERSHIP OF MARKS**

4.1 Both Parties agree to maintain each other's non-public Confidential Information on a confidential basis, subject to disclosures required by law, regulation.

4.2 As between WA and Client, WA has and shall retain all right, title and interest, including any intellectual property rights, to any trademarks, trade names, logos, designs and other identifying or proprietary materials associated with WA or the Welcoming Certification.

### **5. DURATION AND TERMINATION OF CONTRACT**

5.1 This contract will be valid from the Effective Date and will continue in force for four years and may renew for additional periods subject to agreement by Client and Welcoming America and approval by Lexington-Fayette Urban County Council

5.2 Client may terminate this contract upon 30 days written notice to Welcoming America.

5.3 Welcoming America may terminate this contract upon notice with immediate effect if:

(a) the Client makes incorrect references to the Certification system, uses Certificates or the Welcoming America Certification Mark in an inaccurate or unauthorized way;

(b) the Client fails to pay Certification Fees;

(c) the Client is decertified;



(d) a breach of any provision of this contract by the Client where, in case of remedial breach, the Client has failed to remedy the breach within 30 days of receiving notice of the breach from Welcoming America. This includes nonpayment of Certification Fees; or

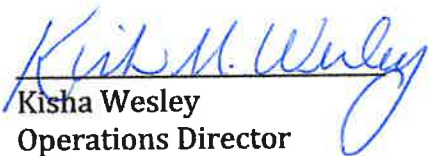
(e) if Client fails to comply with the then current Welcoming Standards or Certified Welcoming [Standard Operating Procedure](#).

## 6. SEVERABILITY; GOVERNING LAW


6.1 Should any individual provisions of this contract be or become invalid in part or in whole, or should there be an omission in the present contract, the remaining provisions of the Agreement will remain valid.

6.2 This Agreement shall be governed by the internal laws of the State of Georgia, without regard to conflict or choice of law principles. Exclusive jurisdiction and venue for any disputes or claims shall be within the state and federal courts of the State of Georgia.

Agreed and Signed on 04/01/2020

  
Kisha Wesley  
Operations Director  
Welcoming America

Agreed and Signed on 4/14/20

  
Linda Gorton, Mayor  
Lexington-Fayette Urban  
County Government

ATTEST:

WITNESS: 

DATE: 1 April 2020



**Continuum of Care (CoC) Grant Closeout Agreement**

**Recipient Name:** LEXINGTON-FAYETTE URBAN CNTY GOVT  
**Grant Number:** KY0315L4I022300  
**Grant Expiration Date:** 12-31-2025

HUD agrees to close out the above referenced grant, subject to the Recipient's certifications and obligations under this Grant Closeout Agreement.

The Recipient certifies that: (1) the grant has been performed in accordance with the terms and conditions of the executed Grant Agreement, including any Grant Agreement Amendments, the McKinney-Vento Homeless Assistance Act (42 USC 11301 et seq.), the Continuum of Care Program regulation at 24 CFR part 578, and the Recipient's approved application; (2) there are no known outstanding programmatic or financial issues; and (3) all data provided in the table below accurately reflects the exact amounts as shown in the eLOCCS financial system, this grant's Annual Performance Report (APR) as entered in the HUD-designated reporting system, and the Recipient's records

Description	Amount
<b>1. Total grant amount authorized</b>	<b>\$118,885.00</b>
<b>2. Grant funds disbursed</b>	<b>\$96,268.70</b>
<b>3. Closeout costs or contingent liabilities to be paid with grant funds after the closeout agreement is signed</b>	
<b>4. Unused grant funds to be deobligated by HUD</b>	<b>\$22,616.30</b>
<b>5. Program income on deposit in financial institutions at the time the closeout agreement is signed</b>	

The Recipient agrees to comply with applicable requirements and continuing responsibilities identified in the Continuum of Care Program regulation at 24 CFR part 578, including the program income requirements at 24 CFR 578.97 and the recordkeeping requirements at 24 CFR 578.103. The Recipient also agrees to comply with applicable requirements and continuing responsibilities in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200, including the Post-Closeout Adjustment and Continuing Responsibilities at 2 CFR part 200, subpart F, except where inconsistent with the McKinney-Vento Homeless Assistance Act or the Continuum of Care Program regulations at 24 CFR part 578, in which case the provisions of the McKinney-Vento Homeless Assistance Act and Continuum of Care Program regulations govern. These requirements and continuing responsibilities include those related to the management and disposition of property purchased with Federal funds, retention of and access to records, disallowances of grant payments, and collection of amounts due after closeout. The Recipient agrees, if applicable, that any costs paid with funds under this grant that were not audited previously shall be subject to coverage in the recipient's next single audit, performed in accordance with Single Audit Requirements (2 CFR Part 200 Subpart F). The Recipient acknowledges that it may be required to pay HUD any disallowed costs based on the results of the audit, or upon additional HUD reviews.

HUD reserves the right to conduct future monitoring of projects funded under this grant, either on-site or by review of information or copies of documents requested from the Recipient. The Recipient acknowledges that a finding of non-compliance resulting from such review and failure to take appropriate corrective actions satisfactory to HUD may be taken into account by HUD, as evidence of unsatisfactory performance, in consideration of future grant awards.

Recipients that received grant funds for new construction, acquisition, or rehabilitation are required by law to continue for a specified period to operate the housing or provide supportive services in accordance with the requirements of the program under which the grant funds for new construction, acquisition, or rehabilitation were originally awarded. The housing or supportive services provided by recipients of grants originally awarded under the Supportive Housing Program must continue to comply with the requirements of 24 CFR part 583 for a period of 20 years from the date of initial occupancy or date of initial service provision, even if the grant was subsequently renewed in the CoC program. The housing or supportive services provided by recipients of grants awarded under the Continuum of Care Program must continue to comply with the requirements of 24 CFR part 578 for a period of 15 years from the date of initial occupancy or date of initial service provision. In addition, Recipients must continue to submit an Annual Performance Report (APR) to HUD each year of the use restriction.

**Continuum of Care (CoC) Grant Closeout Agreement**

Recipient Name: LEXINGTON-FAYETTTE URBAN CNTY GOVT  
Grant Number: KY0315L4I022300  
Grant Expiration Date: 12-31-2025

Y \_\_ N \_X\_ This Grant Closeout Agreement incorporates the attached Special Conditions.

*Linda Gorton*  
Date 4/14/26  
\_\_\_\_\_  
Recipient Authorized  
Representative Signature  
Linda Gorton  
\_\_\_\_\_  
Printed Name of Signatory  
Mayor  
\_\_\_\_\_  
Title

SHARLEN  
ABBOTT  
\_\_\_\_\_  
CPD Director Signature                      Date  
  
Sharlen Abbott  
\_\_\_\_\_  
Printed Name of Signatory  
Acting CPD Director  
\_\_\_\_\_  
Title

Digitally signed by: SHARLEN ABBOTT  
DN: CN = SHARLEN ABBOTT C = US O = U.S.  
Government OU = Department of Housing and  
Urban Development, Office of Administration  
Date: 2025.04.09 18:43:46 -0400