

**COOPERATION AGREEMENT FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT  
AND RELATED FUNDS (HOME, ESG, AHTF, HHAA)**

THIS AGREEMENT, made and entered into by and between Spokane County (hereinafter called the County) and the City of Millwood (hereinafter called the City) this 10th day of October, 2023.

**WITNESSETH**

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 and other applicable laws, Spokane County is entitled to receive Community Development Block Grant (CDBG) funds for federal fiscal years 2024, 2025, and 2026; and

WHEREAS, the amount of CDBG funds to which the County may be entitled is in part dependent upon the population of other CDBG eligible applicant cities and towns which by this Agreement elect to participate in the CDBG, Emergency Solutions Grants (ESG), and HOME Entitlement Programs with the County; and

WHEREAS, the purpose of this Cooperation Agreement, which is entered into pursuant to, and in accordance with the State Interlocal Cooperation Act, RCW 39.34 is to plan for, and administer the CDBG, ESG, and the HOME Investment Partnership Programs (HOME).

NOW, THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

1. The City may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years 2024, 2025, and 2026, the years during which the City is participating in the Spokane County CDBG and HOME Program.
2. The City may participate in a HOME consortium only through Spokane County, regardless of whether Spokane County receives a HOME formula allocation.
3. The City may receive a formula allocation under the ESG Program only through Spokane County.
4. The Spokane County urban county qualification period is federal fiscal years 2024, 2025, and 2026.
5. This Agreement remains in effect until the CDBG and HOME funds and income received for federal fiscal years 2024, 2025, and 2026 are expended and the funded activities are completed. The County and the City may not terminate or withdraw from this Agreement while the Agreement remains in effect.
6. The County and the City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.
7. The County and the City will take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and affirmatively furthering fair housing pursuant to 24 CFR 91.225(a) and 24 CFR 5.151 and 5.152. This includes the obligation to comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28

CFR part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146, Section 3 of the Housing and Urban Development Act of 1968, as well as obligation to comply with other applicable laws.

8. The County will not use CDBG, ESG, or HOME funding for activities in, or in support of a City that does not affirmatively further fair housing within the City's jurisdiction or that impedes the County's actions to comply with the County's fair housing certification.
9. The City has adopted and is enforcing: a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and, b) a policy of enforcing applicable State and local laws against physically barring entrance to, or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within jurisdictions.
10. The County and the City will not obstruct the implementation of the approved Consolidated Housing and Community Development Plan and subsequent Annual Action Plan(s) during the period covered by this Agreement.
11. The County has final responsibility for selecting CDBG, ESG, and HOME activities and annually filing the Consolidated Housing and Community Development Annual Action Plan and the Consolidated Annual Performance and Evaluation Report with the U.S. Department of Housing and Urban Development.
12. The County and City are subject to the same requirements applicable to CDBG subrecipients pursuant to 24 CFR 570.501(b), including the requirement of a written agreement set forth in 24 CFR 570.503.
13. The County and City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
14. The City agrees to participate in the Regional County Homeless Program and Regional Affordable Housing Trust Fund Program, both which authorize Spokane County's Housing and Community Development Advisory Committee (HCDAC) to serve as the regional body for reviewing proposals, initiatives, and making funding recommendations for Affordable Housing Trust Fund (2060) and Homeless Housing Assistance Act (HHAA - 2163, 1359, and 2331) activities.
15. The Spokane County's Housing and Community Development Advisory Committee (HCDAC) will review CDBG, HOME, ESG, Affordable Housing Trust Fund (2060), and Homeless Housing Assistance Act (HHAA - 2163, 1359, and 2331) program policies, plans, and applicant funding proposals and recommend to the Board of County Commissioners funding of applicant proposals.
16. The Spokane County's Housing and Community Development Advisory Committee (HCDAC) will include a representative of the City appointed by the Spokane County Board of Commissioners in consultation with the Mayor and/or Council of the City.

[signatures on next page]

This Agreement is entered into on this 10th day of October, 2023 by:

City of Millwood

Spokane County



Kevin Freeman  
Mayor, City of Millwood



Mary Kuney  
Chair, Spokane County Board of Commissioners