

**COOPERATION AGREEMENT  
AMONG  
ALBEMARLE COUNTY, CITY OF CHARLOTTESVILLE, FLUVANNA COUNTY  
GREENE COUNTY, LOUISA COUNTY AND NELSON COUNTY  
FOR DESIGNATION AS A PARTICIPATING CONSORTIUM  
UNDER THE HOUSING AND URBAN DEVELOPMENT  
HOME INVESTMENT PARTNERSHIP PROGRAM**

Recognizing the need to alleviate the housing problems within the region and, by virtue of the Resolutions of Support for participation in the HOME Investment Partnership Program, Albemarle County, City of Charlottesville, Fluvanna County, Greene County, Louisa County and Nelson County do hereby agree to establish the Thomas Jefferson Area Consortium (CONSORTIUM).

Membership:

1. The members of the CONSORTIUM are the governments of the City of Charlottesville, and the Counties of Albemarle, Fluvanna, Greene, Louisa, and Nelson (MEMBERS).

Responsibilities of MEMBERS:

1. The MEMBERS of the CONSORTIUM agree to cooperate to undertake or assist in undertaking housing assistance activities for the HOME Investment Partnership Program;
2. The MEMBERS agree to affirmatively further fair housing within the CONSORTIUM;
3. The MEMBERS of the Consortium designate the City of Charlottesville to act in a representative capacity for all members for the purposes of the HOME program (LEAD AGENCY) and assumes overall responsibility for ensuring that the CONSORTIUM'S HOME program is carried out in compliance with the HOME program requirements, including requirements concerning a Consolidated Plan in accordance with HUD regulations in 24 CFR Parts 92 and 91, respectively, and the requirements of 24 CFR 92.350;
4. The MEMBERS designate the Thomas Jefferson Planning District Commission (COMMISSION) to serve as the managing body for the HOME Investment Partnership Program. The COMMISSION shall be responsible for (1) the development of the regional portion of the Consolidated Plan; (2) preparation of an annual budget that assures equal sharing of funds; (3) development of rules and regulations consistent with federal rules and regulations; (4) development of program design and oversight; (5) provision of financial management, compliance oversight and general management; and

(6) other such requirements which may, from time to time, be promulgated by the federal government. Policy, consistent with the terms of this agreement, is assigned to the Commission, and the administrative duties to the staff.

5. The MEMBERS further request the City of Charlottesville, acting as LEAD AGENCY, to contract with the COMMISSION for these services, to be supported with administrative funds from the annual HOME allocation to the CONSORTIUM. The COMMISSION may, in turn, allocate a portion of the Administrative Funds to the local SUBRECIPIENTS and/or Community Housing Development Organizations (CHDOs) to insure proper use of the HOME funds by the SUBRECIPIENT or CHDO.

6. The MEMBERS understand two types of housing organizations may use the CONSORTIUM HOME funds: a SUBRECIPIENT, or a CHDO:

A SUBRECIPIENT is a housing organization designated by the MEMBER, by resolution, to implement housing activities using HOME CONSORTIUM funds.

A CHDO is a non-profit housing organization which has met federal guidelines to manage, own, or otherwise control a housing activity other than home owner rehabilitation and thereby qualifies for a portion of the HOME funds designated by federal law as a minimum 15% of the total allocation to the CONSORTIUM. CHDO designation may be by the COMMISSION or by the Virginia Department of Housing and Community Development.

#### Responsibilities of Thomas Jefferson Planning District

1. The Thomas Jefferson Planning District Commission staff will act in accordance with a contract with the City of Charlottesville, as LEAD AGENCY, for administration of the program and report progress to MEMBERS on a quarterly basis.

2. The COMMISSION staff will prepare the regional portion of the annual Consolidated Plan, the annual report, and other such documents which are, from time to time, required by the MEMBERS or the federal government. The Annual Report and the Consolidated Plan will be presented to the MEMBERS at a regular meeting of their governing body. The Consolidated Plan is subject to a public hearing at the regional level, to be held by the COMMISSION, and may be, at the discretion of the local governing body, subject to a public hearing at the local level.

#### Allocation of Funds

1. Funds available annually to the CONSORTIUM, including CDHO funds in the total, under the HOME Investment Partnership Program will be available on an equal basis to each MEMBER for eighteen (18) months after funds are made available to the CONSORTIUM by the United States Department of Housing and Urban Development (HUD);

2. After eighteen months, funds not committed will be made available to any SUBRECIPIENT on a first come, first served basis or based on a priority system developed by the COMMISSION and agreed to by all MEMBERS;

3. Each MEMBER unit of local government will, by resolution, name a SUBRECIPIENT to carry out housing activities outlined in the Consolidated Plan within the locality which are funded with HOME program funds (as differentiated from HOME CHDO funds). The SUBRECIPIENT will enter into a contract with the COMMISSION to insure proper implementation and management of the HOME program and funds.

Contract Period:

1. The term of this Agreement shall cover a period of three (3) years beginning October 1, 2001 and ending September 30, 2004. The terms of this Agreement will be automatically renewed for participation in successive three-year qualification periods and the LEAD AGENCY will notify each MEMBER in writing of its right not to participate for the successive three-year qualification period. It is understood that non-participation by any one MEMBER may have the effect of discontinuing the CONSORTIUM, and the forfeiture of future federal funding under the HOME Investment Partnership Program for all MEMBERS. The CONSORTIUM will adopt any amendment to the AGREEMENT incorporating changes necessary to meet the requirements for cooperation agreements set forth in a Consortia Qualification Notice applicable for a subsequent three-year consortia qualification period, and will submit the amendment to HUD as specified in the Consortia Qualification Notice for that period. Failure to do so will automatically void the automatic renewal of the AGREEMENT;

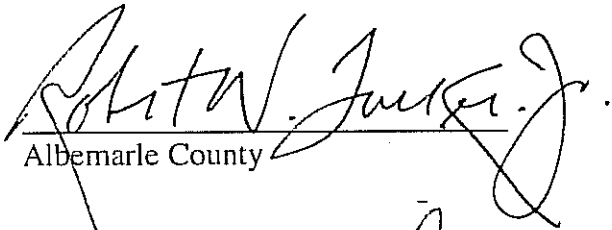
2. The original AGREEMENT began effective October 1, 1992 and MEMBERS are on the same program year for the CDBG and HOME programs, which begins July 1 and ends June 30;

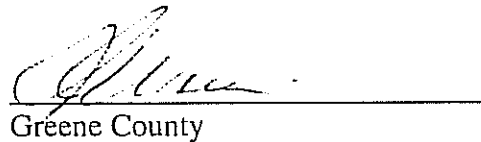
3. The contract may be amended to provide for a change in the managing body or the funding formula or any other component, provided such a request for change is submitted to the COMMISSION at least ninety (90) days before the beginning of the fiscal year (July 1). The COMMISSION will consider the request and communicate with each MEMBER regarding the request to develop consensus to the change requested.

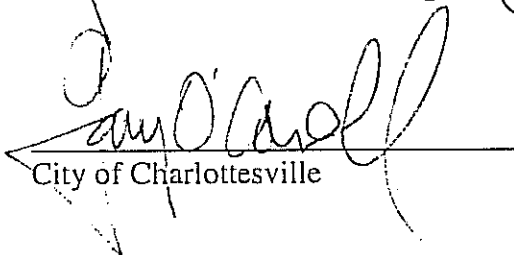
Administrative Capability

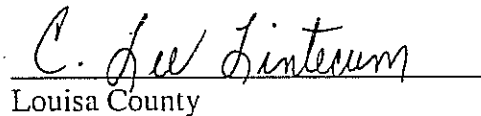
The MEMBERS of the CONSORTIUM further assert that there is sufficient authority and administrative capability to carry out the purposes of the HOME Investment Partnership Program including but not limited to the following agencies as affirmatively furthering fair housing:

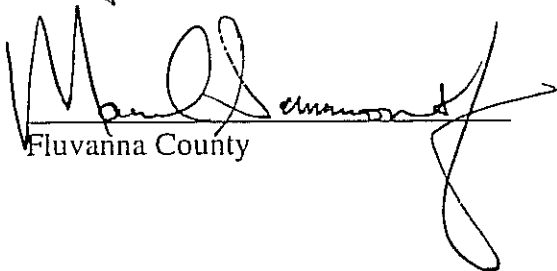
- The Albemarle Housing Improvement Corporation, serving Albemarle County;
- The Charlottesville Redevelopment and Housing Authority, serving the City of Charlottesville;
- The Fluvanna Housing Foundation, serving Fluvanna County;
- The Skyline Community Action Program, serving Greene County;
- The Louisa County Housing Foundation, serving Louisa County;
- The Nelson County Community Development Foundation, serving Nelson County; and
- The Piedmont Housing Alliance, serving all six MEMBERS of the CONSORTIUM.

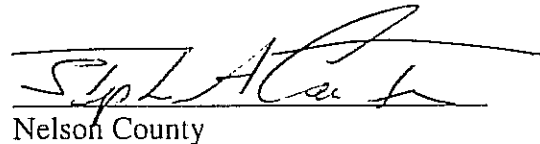
  
Albemarle County

  
Greene County

  
City of Charlottesville

  
Louisa County

  
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