



Triangle J Executive Committee Special Meeting

Monday, June 10, 2019

2:00 PM

Triangle J Council of Governments
4307 Emperor Blvd., Suite 110, Durham, NC

The Honorable Rebecca Wyhof Salmon, Presiding

Agenda

<u><i>Time</i></u>	<u><i>Item</i></u>	<u><i>Official</i></u>
2:00 PM	<i>Call to Order, Welcome & Declaration of Quorum</i>	Rebecca Wyhof Salmon
2:01 PM <i>Motion to approve</i>	<i>Approval of Agenda</i>	Rebecca Wyhof Salmon
2:02 PM	<i>Recognitions and Presentations</i> <ul style="list-style-type: none">• None	
2:02 PM	<i>Consent Agenda</i> <p><i>Items on the Consent Agenda are considered routine and will be enacted by a single motion unless a member of the Board requests an item be removed. Any item removed from the Consent Agenda will be considered individually as part of the regular agenda.</i></p> <ul style="list-style-type: none">• None	
2:03 PM <i>Motion to approve</i>	<i>Business</i> <ul style="list-style-type: none">• Sponsor Access Agreement for the Federal Home Loan Bank of Atlanta's Affordable Housing Program	Aspen Romeyn
2:15 PM	<i>Other Business</i>	Rebecca Wyhof Salmon
2:20 PM	<i>Adjourn</i>	Rebecca Wyhof Salmon

Triangle J Executive Committee Special Meeting Agenda Comments – June 10, 2019

Agenda Section: Business

Sponsor Access Agreement for the Federal Home Loan Bank of Atlanta's Affordable Housing Program

Background: The Triangle J Affordable Housing staff are interested in applying for funding up to \$500,000 through the Federal Home Loan Bank (FHLB) of Atlanta's Affordable Housing Program (AHP) for home repair in areas not currently well-served by other home repair funding sources. The proposed project would be a partnership between the Local Government Federal Credit Union, Rebuilding Together of the Triangle, and Triangle J COG. The funds would allow for significant repairs and rehabilitation of at least 24 homes over a three-year period. All the households served will be below 65% of AMI, with at least 8 falling below 30% of AMI. If funds are awarded, Triangle J will administer the home repair funds, Rebuilding Together of the Triangle will complete the repair work, and the Local Government Federal Credit Union will sponsor the application as a member of the FHLB and provide part of the required match. This is an exciting opportunity to bring additional funding into the region to improve housing quality for low-income homeowners.

The FHLB AHP online application period opened on June 3rd, and the application deadline is July 2nd. However, to receive access to the portal to begin an application, the attached Sponsor Access Agreement must be approved by the Board of Delegates' Executive Committee. Once access is granted, we will be able to apply for funding in future years as well as the current funding cycle.

Recommendation(s): It is recommended that the Executive Committee review and approve the attached Sponsor Access Agreement with the Federal Home Loan Bank of Atlanta.

Staff Responsible: Aspen Romeyn, Principal Planner



AHP Sponsor Registration Instructions

To participate in the Federal Home Loan Bank of Atlanta's Community Investment Services (CIS) Affordable Housing Program, (the Federal Home Loan Bank of Atlanta being hereinafter referred to as the "Bank"), you must (1) execute a Sponsor Access Agreement and fax it to the Bank, and (2) receive a User ID and Password.

1. Sponsor Access Agreement

To conduct business over the Internet with the Bank for the Affordable Housing Program, you and the Bank must execute a Sponsor Access Agreement.

Please note: the Sponsor Access Agreement requires action by your board of directors, so please address this at your next board meeting. Please execute the Sponsor Access Agreement promptly because it must be submitted to the Bank prior to your beginning an AHP application. Ensure that you complete all of the areas printed in blue. After completing this, you must e-mail or fax it to the Bank as shown below to obtain a User ID and Password. The Sponsor Access Agreement page has four parts.

- ___a. *Resolution Authorizing Participation in Community Investment Services Programs of the Bank.*
This is to be filled out and signed by your Board of Directors' Corporate Secretary. It indicates that your organization will participate in the Bank's Community Investment Services programs, which include the Affordable Housing Program.
- ___b. *Certificate of Incumbency*
This is to be filled out and signed by your Board of Directors' Corporate Secretary. It indicates the officers of your organization who are authorized to execute agreements with the Bank.
- ___c. *Access Form for Sponsor Web System Access*
This must be filled out and signed by one of the authorized persons listed by the Corporate Secretary in the Certificate of Incumbency.
- ___d. *Terms and Conditions for Sponsor Web System Access*
As indicated by the title, this document presents the terms and conditions for Sponsor Web system access.

2. Other Documentation

The following required documentation must be submitted with your Sponsor Access Agreement:

- ___a. Documentation of your legal existence, issued by the applicable Secretary of State
 - Certificate of Existence
 - Listing from the Secretary of State's website
 - Other third party verification as may be approved by the Bank
- ___b. Documentation of the sponsor organization's Employer Identification Number (EIN)
 - EIN letter from the IRS
 - Correspondence from the IRS
 - Other third party verification as may be approved by the Bank

3. After you complete **all** of the above, please send the completed agreements to the Bank:

- E-mail: fhlbaccess@fhlbatl.com
- Fax: (404) 888.8285

The Bank will e-mail you a User ID and Password for FHLBAccess.

Note

The forms on the following pages are for Corporations. If your organization is an LP, LLC, or LLLP please contact the Bank via email at ahpprogram@fhlbatl.com or 800.536.9650, Option 3, Option 1, Option 0 for the appropriate forms.

CERTIFICATE OF INCUMBENCY

I, the undersigned, being the duly qualified and acting Secretary of Triangle J Council of Governments (the "Participant"), hereby certify that:

1. The Authorized Persons referenced in Paragraph 2 of that certain Resolution Authorizing Participation in Community Investment Services Programs of Federal Home Loan Bank of Atlanta (the "Bank") are as follows:

Name	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Attach additional sheet if necessary]

2. The Authorized Persons are duly elected, qualified and acting officers of the Participant having the titles set forth above and the signatures of such persons set forth opposite their names and titles are genuine signatures.

3. This Certificate of Incumbency supersedes and replaces any prior Certificate of Incumbency related to Participant's Resolution authorizing participation in Community Investment Services programs of the Bank.

4. This Certificate of Incumbency is effective, and may be relied upon by the Bank, until the Bank receives a Certificate of Incumbency that replaces and supersedes this Certificate of Incumbency.

IN WITNESS WHEREOF, I have executed this certificate this 10th day of June, 2019.

Name: _____
Title: Corporate Secretary

ACCESS FORM FOR SPONSOR WEB SYSTEM ACCESS

In connection with its community investment programs (collectively, the "Programs" and individually, a "Program"), Federal Home Loan Bank of Atlanta (the "Bank") provides non-members that are participating in such Programs with access to a portion of the Bank's website at www.fhlbatl.com that permits such participants to provide and obtain certain information related to their applications and their current projects under certain Programs (the "System"). By entering into this Access Form, the Bank agrees to make the System available to the below-named Sponsor and Sponsor agrees to use the System, all in accordance with and subject to the terms and conditions of this Access Form and the terms and conditions for access to the System attached to this Access Form and available at www.fhlbatl.com (the "Terms and Conditions"), which, by signing below, Sponsor hereby acknowledges having read and understood prior to its execution below. The Bank will notify Sponsor of any changes in the Terms and Conditions, and Sponsor hereby agrees that its continued use of the System after being notified of such changes constitutes its agreement to those changes. The Agreement (as defined in the Terms and Conditions) will be effective on the latest of the execution dates set forth below (the "Effective Date"). By signing below, Sponsor further agrees to accept and be bound by electronic agreements and other documents executed electronically in the course of using the System, and the Bank and Sponsor agree that the Access Form may be executed by facsimile signature and in multiple counterparts, each of which shall constitute an original.

ACCEPTED BY Federal Home Loan Bank of Atlanta:

Address: 1475 Peachtree Street, NE

Atlanta, Georgia 30309

Voice Telephone: (800) 536-9650 Press 7

Fax: (404)888-8285

E-mail: fhlbaccess@fhlbatl.com

1) Signature: _____

Name: _____

Title: _____

Execution Date: _____

2) Signature: _____

Name: _____

Title: _____

Execution Date: _____

ACCEPTED BY:

Triangle J Council of Governments ("Sponsor")

Address: 4307 Emperor Boulevard, Suite 110
Durham, NC 27703

Voice Telephone: 919.549.0551

Fax: 919.549.9390

E-mail: tjcog@tjcog.org

Signature: _____

Name: _____

Title: _____

Execution Date: _____

TERMS AND CONDITIONS FOR
SPONSOR WEB SYSTEM ACCESS

1. System.

a. Right to Access. On and subject to the terms and conditions in the Agreement (which Agreement consists of these Terms and Conditions, the related Access Form executed by the Bank and Sponsor and the User Policies (defined below)), the Bank will make available from time to time, and Sponsor may access and use, the System (as defined in the Access Form).

b. Implementation. At such time after the Effective Date (as defined in the Access Form) as the Bank deems appropriate in its sole discretion, the Bank will use commercially reasonable efforts to establish Sponsor's access to the System. Sponsor will from time to time execute such documents, forms and agreements, and provide such information, as are reasonably requested by the Bank to make the System available to Sponsor as contemplated under the Agreement. Sponsor is solely responsible for obtaining and maintaining the necessary hardware, software and communications links and services necessary to access and use the System.

c. Use Policies. Sponsor will use the System in accordance with the Agreement and the Bank's written instructions, policies, procedures and requirements provided to Sponsor or accessible by Sponsor on the Bank's web site (the "User Policies"). The Bank may modify such User Policies from time to time upon notice (via e-mail, website posting or otherwise) to Sponsor. Sponsor warrants that its use of the System will not violate any applicable laws or regulations. Sponsor will use the System only for its internal business purposes, and will not provide to any third party, nor permit any third party to use, the System or any component thereof, except for third-party agents or contractors which Sponsor has authorized to act on its behalf in connection with the provision of information to the Bank and which use the System solely on Sponsor's behalf and have agreed to do so in accordance with the terms and conditions of this Agreement. Such use by authorized agents and contractors shall not relieve Sponsor of any of its obligations under this Agreement, and no such agent or contractor shall be considered a third-party beneficiary of the Agreement, notwithstanding any provision hereof to the contrary.

2. Registration and Access.

a. User ID and Password. At such time after the Effective Date (as defined in the Access Form) as the Bank deems appropriate in its sole discretion, the Bank will deliver to Sponsor a unique user identification and password, and any other security features designated by the Bank as necessary for Sponsor to access the System (which may include, without limitation, security tokens or digital certificates). Sponsor will, in accordance with all applicable User Policies, use such user identification, password and other security features to access, create, use and maintain the Sponsor's information (including, without limitation, maintaining an accurate contact information with respect to Sponsor).

b. Account Security. Sponsor is solely responsible for maintaining the security of, and for all activities that occur under, Sponsor's user identification, password and other security features, and for any information or data transmitted, stored or received by Sponsor in using the System. Sponsor will not lend, give or otherwise disclose

Sponsor's user identification, password or other security features to any unauthorized person, or permit any unauthorized person to access the System through the use of such user identification, password or security features. The Bank and its member institutions ("Institutions") are entitled to rely upon any action taken, information provided or request made, through the use of the user identification, password or other security feature of Sponsor, and the Bank and its Institutions will not be liable to Sponsor or any third party for the consequences of such reliance. Sponsor will notify the Bank immediately upon becoming aware of any unauthorized use of the System or any compromise of security with respect to Sponsor's user identification, password or security feature. After receiving such notice, the Bank will, if appropriate, deactivate the user identification, password and security features associated with such unauthorized use, but the Bank will have no liability, and hereby disclaims all responsibility, for losses, damages, penalties or expenses associated with such unauthorized use or the continuation thereof.

d. Authority. Sponsor hereby warrants and represents that Sponsor has all necessary authority to perform the functions with respect to the System, and that each employee, contractor or agent that Sponsor permits to use its user identifications, passwords or security features has all necessary authority to perform and take all actions on behalf of Sponsor in connection with the System.

3. Service Levels.

a. Availability. Sponsor acknowledges that interruptions and loss of service may periodically occur as a result of maintenance or repairs to the System or the website, unexpected outages or interruptions (including without limitation the force majeure events under Section 17 below) or any other act or omission of a sponsor or an Institution or any third party. The Bank will not incur any obligation or liability as a result of any interruption or loss of service.

b. Maintenance. The Bank may periodically perform maintenance and repairs that may impact the availability or functionality of the System. The Bank will not incur any obligation or liability as a result of such maintenance or repairs or the Bank's failure to undertake such maintenance or repairs.

c. Security and Monitoring. The Bank may implement and maintain security measures (including, without limitation, encryption software and firewalls) designed to prevent security breaches with respect to the System. The Bank may use tools to monitor the technical performance, availability, security and use of the System, but the existence or non-existence of such tools, and the use or non-use thereof, will not impose any obligation or liability on the Bank.

4. Sponsor Data.

a. License. As between the Bank and Sponsor, Sponsor owns all rights to the data provided solely by Sponsor for use in connection with the System (the "Sponsor Data"), except that Sponsor hereby grants to (i) the Bank a license to use Sponsor Data in connection with the Bank's business activities or as otherwise permitted by law, including for the Bank's public relations purposes, and (ii) the Institutions a license to use Sponsor Data for purposes relating to the

Programs, including, without limitation, creation, submission and manipulation of Program applications.

b. Quality of Data. Sponsor warrants and represents that it has the authority to provide Sponsor Data to the Bank and the Institutions, and that the Bank's and the Institutions' use of Sponsor Data will not violate any applicable law or regulation or any third party right. Sponsor is solely responsible for any errors and inaccuracies in Sponsor Data, and for reviewing and determining the validity and accuracy of all data and information it receives through the System. Sponsor will not, either indirectly or directly, through either the material or information uploaded, posted, transmitted, published or distributed by it or otherwise, interfere with, corrupt, damage or disrupt, or allow the interference, corruption, damage or disruption of, the System, the website or computer networks or software connected to the System.

5. Proprietary Rights. Subject to Sponsor's rights under Section 4, the Bank, as between Sponsor and the Bank, owns and will retain all rights and interests in and to the System and each component thereof, including, without limitation, all copyrights, patents, trademarks, trade secrets and other proprietary rights. Sponsor will not have, acquire or assert any rights in the System or components, and will not, without the Bank's prior written consent, copy, reproduce or distribute in any manner any of the content, data or information available through the System, except for such data or information that is specifically related to Sponsor's projects. All third parties providing a product or service to the Bank and used by the Bank in the System are hereby deemed third party beneficiaries entitled to enforce directly against Sponsor their intellectual property rights in such products or services.

6. No Program Guarantee. Nothing herein will be deemed to constitute a guarantee, and the Bank makes no guarantee, that an Institution will include Sponsor in an application submitted under any Program or that any such application will be approved.

7. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, THE BANK MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT OR THE SYSTEM, AND THE BANK HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, DESCRIPTION, NON- INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

8. Liability Limitation. SPONSOR'S SOLE REMEDY, AND FHLBA'S SOLE OBLIGATION, WITH RESPECT TO ANY BREACH OF THE AGREEMENT OR FAILURE OR ERROR OF THE SYSTEM WILL BE TO CEASE USE OF THE SYSTEM AND OF ANY ERRONEOUS RESULTS FROM THE SYSTEM. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE BANK WILL NOT BE LIABLE TO SPONSOR OR ANY THIRD PARTY UNDER ANY CIRCUMSTANCES (INCLUDING, WITHOUT LIMITATION, ANY THEORIES OF BREACH OF CONTRACT OR WARRANTY OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY)) FOR ANY DIRECT (EXCEPT TO THE EXTENT SUCH DIRECT DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BANK), COMPENSATORY, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL,

CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES, ANY COSTS TO PROCURE SUBSTITUTE SERVICES OR ANY LOST PROFITS, LOST BUSINESS, LOSS OF USE OR DATA OR INTERRUPTION OF BUSINESS RELATING TO THE AGREEMENT OR THE SYSTEM (OR THE UNAVAILABILITY OF ALL OR ANY PART THEREOF), EVEN IF THE BANK KNEW OF THE POSSIBILITY OF SUCH DAMAGES. SPONSOR ACKNOWLEDGES THAT THE BANK IS NOT AN INSURER AND THE PROVISION OF THE SYSTEM BY THE BANK IS CONTINGENT ON THE LIABILITY LIMITATIONS IN THIS SECTION 8.

9. Indemnification. Sponsor will indemnify, defend (at FHLBA's election) and hereby releases the Bank from any and all claims, losses, damages, penalties, costs and expenses (including, without limitation, reasonable legal fees) arising from or relating to Sponsor's, its agents' and contractors' use of the System or breach of the Agreement, except to the extent caused by the gross negligence or willful misconduct of the Bank.

10. Term and Termination. The initial term of the Agreement will commence on the Effective Date set forth in the Access Form and, unless earlier terminated in accordance with this Section 10, will extend until either party provides the other with 30-days' notice of termination. In addition, the Bank may immediately terminate the Agreement if Sponsor breaches the Agreement and does not cure such breach within five days after receiving notice thereof, or if the Bank reasonably believes that Sponsor's use of the System may violate any applicable law or regulation or agreement or damage or threaten the security of FHLBA's or any of its suppliers', licensors', contractors', Institutions', users' or other sponsors' accounts, resources, information, data, software or servers. Upon termination of the Agreement, Sponsor will promptly return to the Bank all data, materials, Confidential Information (as defined below) and other properties of the Bank held by Sponsor with respect to the Agreement.

11. Notwithstanding anything to the contrary in the Agreement, Sections 4, 5, 6, 7, 8, 9, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22 and this Section 10 of these Terms and Conditions will survive termination of the Agreement.

12. Suspension. Notwithstanding anything to the contrary in the Agreement, the Bank may, without any liability, obligation or notice to Sponsor, suspend Sponsor's use of the System if, in FHLBA's reasonable discretion, Sponsor's use of the System may violate any applicable law or regulation or agreement or could damage or threaten the security of FHLBA's or any of its suppliers', licensors', contractors', Institutions', users' or other sponsors' accounts, resources, information, data, software or servers.

13. Confidentiality. "Confidential Information" means information, in any form, of or relating to the Bank, its customers, users, Institutions, contractors, suppliers or licensors or the System and that is not generally known to the public or that is marked confidential or proprietary. Sponsor will not, and will cause its contractors and agents to not, directly or indirectly, disclose or use FHLBA's Confidential Information except as expressly authorized under the Agreement. Sponsor may use FHLBA's Confidential Information only as necessary to perform its obligations or exercise its rights under the Agreement, but in doing so will only disclose such Confidential Information on a need-to-know basis to persons that have been informed of the confidential nature of such information and are bound by confidentiality obligations no less protective of

such information than those under this Section 12. Sponsor shall be responsible to the Bank for any such disclosee's use or disclosure of FHLBA's Confidential Information in a manner not permitted by this Section 12. Sponsor must use the same degree of care in protecting FHLBA's Confidential Information as it uses to protect its own, similar confidential information, but in no event will Sponsor use less than reasonable care to protect such Confidential Information, the Bank may seek equitable relief (in addition to any other remedies) to enforce this Section 12.

14. Entire Agreement; Amendment. These Terms and Conditions, the User Policies, and the Access Form are the entire agreement between the parties with respect to Sponsor's use of the System and supersede all agreements, understandings, discussions, warranties and representations, in any form, express or implied, between the parties prior to the Agreement and related to Sponsor's use of the System, except that the parties acknowledge that Sponsor's eligibility for, and the actual provision of, specific Bank Programs, products and services are governed by various other agreements and resolutions, as well as applicable regulations and the Bank policies, and that the Agreement does not supersede such other agreements, resolutions, regulations or policies other than to the extent that they specify a certain mode or method of executing or administering transactions, in which event the Agreement will control as to such administrative matters. If a conflict arises between these Terms and Conditions and the Access Form, then these Terms and Conditions will control. The Agreement may only be amended by a writing signed by each party, except that the Bank may, in its sole discretion, modify (a) the User Policies in accordance with Section 1, and (b) these Terms and Conditions upon notice (via e-mail, website posting or otherwise) to Sponsor, and Sponsor's continued use of the System after such notice will constitute Sponsor's acceptance of such revised Terms and Conditions.

15. Relationship. FHLBA's relationship to Sponsor is solely as an independent contractor.

16. Assignment. Sponsor may not assign the Agreement without the prior written consent of the Bank.

17. Third Parties. The Bank may use third parties to perform one or more of FHLBA's obligations, or exercise one or more of its rights, under the Agreement, but such use will not relieve the Bank of any of its obligations under the Agreement. Except as expressly set forth in the Agreement, no person will be considered a third-party beneficiary of the Agreement.

18. Force Majeure. The Bank will not be liable for any failure or delay in performance to the extent caused by any event beyond its reasonable control, including, without limitation, an act of God; flood; riot; fire; explosion; judicial or governmental act; terrorism; military act; strike or lockout; third party act or omission; failure of utility or telecommunications facilities; virus, worm, trojan horse or other code, command, file or program designed to interrupt, destroy or limit the functionality of any software, hardware or equipment; Internet slow-down or failure; lightning or other weather condition or event.

19. Links. The Bank is not responsible for the content, information accuracy or other aspects of any third-party owned web site to which a person may link from the System, including, without limitation, any third-party web sites accessible from links provided by the Bank.

20. Governing Law. The Agreement will be governed by and construed in accordance with the laws and regulations of the United States of America, the State of Georgia, the Federal Housing Finance Board or any successor entity and any other governmental agency of competent jurisdiction. Each party hereby submits to the exclusive jurisdiction and venue of the United States District Court for the Northern District of Georgia in Atlanta, Fulton County, Georgia for the resolution of any court actions arising with respect to the Agreement. Sponsor acknowledges that the Bank controls and operates the System from Atlanta, Georgia, and that any use of the System from or in locations outside of District 4 of the Federal Home Loan Bank system is at such Sponsor's own risk and without any responsibility or liability of the Bank.

21. Severability; Waiver. If any provision of the Agreement is found illegal or unenforceable by a court of competent jurisdiction, then the Agreement will remain in full force and effect and the parties will substitute for such provision a legal and enforceable provision that most nearly effects the parties' intention. Any waiver by a party must be in writing and signed by such party.

22. Notices. Except as otherwise set forth in the Agreement, all notices under the Agreement must be in writing (which the parties stipulate will include electronic communications in perceivable form) and delivered to the individual and address first designated in the Access Form.

23. Other. All contents of the FHLBA's website are copyrighted and may only be used in accordance with the terms and conditions of this Agreement. The name "Federal Home Loan Bank of Atlanta" and the Bank graphics and logos are property of the Bank and may not be used without the prior written permission of the Bank. Sponsor acknowledges that neither the System nor any content of the website (i) represents investment advice, (ii) constitutes an offer to extend credit, a grant or subsidy, and (ii) constitutes investment solicitation or an offer to buy securities. Sponsor should not rely on the website or the System in making an investment decision, credit decision or calculating the timing or amount of payment on debt securities or any other related information. Sponsor acknowledges that the website contains information that is not part of any offering notice or offering circular for consolidated obligations of the Federal Home Loan Banks or other credit products of the Bank.