



### Application and Funding Agreement

FHLBank Member (Member)

Mailing Address

City

State

Zip

Contact (must be on FHLBank Master Transaction Agreement (MTA))

Title

Phone

Fax

E-mail

DDA

FHLBank Member Disaster-related Donation Recipient (Recipient)

Mailing Address

City

State

Zip

Contact

Title

Phone

Fax

E-mail

Amount of Member Donation

Type of Relief Effort CARE Funds Will Support:

Location of Federally Declared (FEMA) Major Disaster Declaration:

FEMA Major Disaster Declaration Number:

**Whereas**, the CARE program is a voluntary grant program of the Federal Home Loan Bank of Topeka (FHLBank), and CARE funds may be used only for the purposes stated in this Application and Funding Agreement (Agreement); and

**Whereas**, Member's participation in the CARE program will be governed by the terms and conditions stated herein and FHLBank policies and procedures, specifically FHLBank's TCLP, which govern CARE, available on FHLBank's website, whether now existing or hereafter amended or implemented, all of which are incorporated by reference.

**Now, therefore, Member hereby agrees as follows:**

**A. Program Activities.**

For approved applications, FHLBank will match up to \$3 for every \$1 a member contributes to disaster relief efforts. When a Major Disaster is declared by the Federal Emergency Management Agency (FEMA), members may request CARE funds subject to the following:

1. CARE funds are only for FEMA declared Major Disasters in Colorado, Kansas, Nebraska, or Oklahoma.
2. Members must contribute \$1 for every \$3 of CARE funds requested.
3. Members must donate at least \$2,500 of their own funds.
4. After receipt of CARE funds, Member's contribution and CARE funds should be combined for one donation.
5. CARE funds are capped at \$75,000 per member, per declared Major Disaster.
6. FHLBank will not match member donations made prior to January 1, 2025.
7. Members may submit multiple requests to address disaster needs in the communities they serve, subject to the member limit described above.
8. Eligible Recipients include:
  - a. Disaster-affected individuals or entities;
  - b. A third party that assists the disaster affected individuals or entities, e.g., a nonprofit that provides impacted small businesses or homeowners with repair assistance; or
  - c. Units or departments of local government, e.g. fire & rescue or utilities.
9. CARE funds must be used for relief efforts related to the declared Major Disaster, such as, but not limited to:
  - a. Emergency housing;
  - b. Debris clean up;
  - c. Supplies and equipment;
  - d. Uninsured repair costs for owner-occupied and rental housing;
  - e. Supplemental income for homeowners and tenants;
  - f. Climate resilience repairs such as storm shelters or Fortified roofing; or
  - g. Uninsured losses for small businesses.
10. CARE funds may not be used for:
  - a. A member's foundation, member trade association foundations, or similar;
  - b. A member's administrative or operating expenses;
  - c. Any political activity or purpose;
  - d. Any litigation expense; or

e. Any cost or activity that is not a relief effort related to the declared Major Disaster.

11. FHLBank will establish the amount of funds available for CARE program recipients annually. FHLBank may deny applications once the available funds have been reserved.
12. Program funds unused as of November 30 will be reallocated to the AHP Extra program.
13. Completed CARE applications are submitted via email to [CAREProgram@fhlbtopeka.com](mailto:CAREProgram@fhlbtopeka.com).

#### **B. Disbursement Requirements**

1. In order for CARE funds to be disbursed, this Agreement must be signed by an Authorized User of the Member, as set forth in the Master Transaction Agreement.
2. By signing this Agreement, the Member certifies that the requirements of the CARE program as described in this Agreement will be met.
3. Upon FHLBank's receipt and approval of the completed Agreement, CARE funds will be credited to the Member's demand deposit account. Once the CARE funds are deposited in the Member's account, they must be disbursed to the Recipient within 60 days. CARE funds not used within 60 days must be returned to FHLBank.
4. Within 60 days of disbursement, Member agrees to provide documentation reasonably satisfactory to FHLBank, evidencing that CARE funds and the Member matching funds have been disbursed to the Recipient. Evidence includes, but is not limited to, canceled checks, deposit receipts, and deposit account statements.
5. **Member may be restricted from future access to FHLBank's Housing and Community Development department programs if:**
  - a. **Member fails to supply any requested documentation; or**
  - b. **FHLBank receives evidence that CARE funds were misused.**

**In addition to other CARE applications, this would include the Affordable Housing Program, TurnKey down payment assistance, Community Housing Program/Community Development Program advances, Native American Housing Initiatives (NAHI) grants program, or other programs as may be hereafter created or amended.**

#### **C. Miscellaneous**

Member agrees that FHLBank may refer to the CARE funding and the Member's participation in the CARE program in FHLBank's marketing materials and public outreach efforts and may otherwise advertise or communicate, orally or in writing, information regarding the Member and CARE funding, and in so doing, may refer to the CARE Recipient and Member by name.

#### **D. Execution**

The undersigned represents and warrants they are an authorized representative of the Member, as set forth in the Master Transaction Agreement. With the intent to be legally bound hereby, the undersigned hereby acknowledges, agrees, and consents to the foregoing.

**Member:** \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of person authorized by Member\*)

Print: \_\_\_\_\_

Date : \_\_\_\_\_

\*Master Transaction Agreement must be on file with FHLBank

**For FHLBank Internal Use**

Confirmed receipt of properly executed Agreement including use of funds	
Confirmed CARE amount and member limit	
Confirmed Agreement submitted by authorized individual	
Confirmed member is not restricted due to Community Support Requirements	
Confirmed FEMA disaster declaration and retained documentation	
Disbursement authorized by	
Data entry completed by	