

BOARD RESOLUTION 2020/21 #34
(for all Corporations and Non-Corporate Businesses)

Company/Organization: **Fullerton Joint Union High School District** ("Company")

I/We, the undersigned ("undersigned"), hereby certify to Farmers and Merchants Bank of Long Beach ("Bank") that the undersigned am/are the individual owner of the sole proprietorship, or the secretary of the corporation, or all the general partners, or all the members (if management is by members), or all the managers (if management is by the managers), or all the representatives of the governing body of the Company, and designated keeper of the records and minutes of the Company identified above;

WHEREAS, the following is a full, true and correct copy of Resolutions duly adopted by the Board of Directors (if a corporation), the partners (if a partnership), members/managers (if a limited liability company), proprietor (if a sole proprietorship) or other governing authority of the Company at a meeting held on the **13th** day of **April, 2021**, at which a quorum was present and acting throughout, or adopted by the written consent of a majority of those entitled or required to act to bind the Company, and that such Resolutions are in full force and effect and have not been amended, modified or repealed;

WHEREAS, the undersigned has/have reviewed and approved the Farmers and Merchants Bank of Long Beach agreement(s) identified below, including applicable enrollment forms, set-up documents, schedules and attachments, all as amended from time to time (collectively, the "Agreement(s)") to be entered into by and between the Company and Farmers and Merchants Bank of Long Beach ("Bank"). Defined terms will have the meaning provided in the applicable Agreement, unless otherwise defined herein; and

WHEREAS, the undersigned as determined that it is in the best interests of the Company to enter into the Agreement(s) and to use the services as provided for in the Agreement(s) (the "Services") and subject to the terms and conditions of the Agreement(s), as amended from time to time.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Company finds that it is in the best interest of the Company to enter into the Agreement(s) and to use the Services subject to the terms and conditions of the Agreement(s) as amended from time to time;
2. The Company authorizes and appoints each of the officers of the Company and any authorized signer on the Company's deposit accounts with the Bank acting individually or together, to execute and deliver the Agreement(s);
3. Any one or more of the foregoing persons are authorized to negotiate terms and conditions of the Agreement(s) amendments or supplements to the Agreement(s), and to enter into such other agreements as they individually or jointly determine to be appropriate, including amendments or supplements;
4. The authority given above will continue, and the Bank may rely on the actions of any person referred to above, until such time as the Bank is given formal written notice of the revocation

of such authority and the Bank has an opportunity to respond to the same. All acts and deeds taken by any person referred to above shall be deemed the acts and deeds of the Company for all purposes relating to the Agreement(s) and to the Services or provided by the Bank to the Company under the Agreement(s); and

5. The Agreements subject to this Resolution shall include (check all that apply):

X Deposit Account Terms and Conditions

X Account Agreement (also, Signature Card)

NOW, THEREFORE BE IT FURTHER RESOLVED AS FOLLOWS:

That the above Company may establish in its name one or more deposit accounts with the Farmers & Merchants Bank of Long Beach upon such terms and conditions as agreed upon with the Bank, including the Deposit Account Terms and Conditions and Account Agreement (also, Signature Card) and furthermore that:

Marilyn Buchi acting as the President (Title) and,

V. Scott Scambray acting as the Secretary (Title)

of this Company are to appoint as authorized signers on the Company's accounts with full and independent authority to issue checks and to withdraw funds and otherwise conduct all banking transactions and activity, including but not limited to the authority to close the account, on behalf of the Company. If more than one person is identified as an authorized signer, any one of them acting alone may bind the Company.

The following individuals are authorized to transact on the account(s) as described above:

V. Scott Scambray acting as the Authorized Signer

Karl Zener acting as the Authorized Signer

Sylvia Kaufman acting as the Authorized Signer

Edward Atkinson acting as the Authorized Signer

Joan Velasco acting as the Authorized Signer

Edgar C. Manalo acting as the Authorized Signer

Lauraliz Vilchez acting as the Authorized Signer

Fritz Heirich acting as the Authorized Signer

Lynn Truong acting as the Authorized Signer

Stephan Birgel acting as the Authorized Signer

X MasterCard Debit Business Card

NOW, THEREFORE, BE IT FURTHER RESOLVED AS FOLLOWS:

The Board has considered the security procedures to be utilized in connection with the services contemplated by the MasterCard Debit Business Card Agreement, and finds that such security procedures are commercially reasonable for the Company.

The Board recognizes that the services allow the Company, through employees specified by its officers, to withdraw cash, obtain balance information, purchase goods and services and to change from time to time the employees who will be able to engage in such transactions. The Board further recognizes that, other than as provided in the Agreement as to use of security procedures, the Bank will not be responsible for verifying whether a transaction is originated by an authorized individual. Thus, the Bank will treat a Cardholder and a transaction as authorized, without verifying that individual with the Company or otherwise investigating whether the individual is exercising authority granted by the Company or consistent with any internal limitation on activity established by Company for that individual. Company may be responsible for all transactions, unless otherwise limited, whether or not by authorized persons and whether or not for authorized purposes.

X Online Banking System Access Agreement & Electronic Funds Transfer Act Disclosure

NOW, THEREFORE BE IT FURTHER RESOLVED AS FOLLOWS:

1. Upon due deliberation, the Board finds the security procedures set forth in the Online Banking System Access Agreement & Electronic Funds Transfer Act Disclosure to be commercially reasonable for verifying payment orders placed by Company pursuant to the same;
2. The Board recognizes that Company employees will be able to transfer funds through the Online Banking System, and further recognizes that the Bank will not be held responsible for verifying the authenticity of any payment orders placed through the Online Banking System beyond the security procedures set forth in the Online Banking System Access Agreement & Electronic Funds Transfer Act Disclosure. Furthermore, the Company hereby authorizes Bank to accept all such payment order instructions and treat the instructions as being authorized by Company, without further inquiry by Bank;
3. The Board recognizes that Company employees who are authorized to use the Online Banking System may initiate payment orders and may not be authorized signers on the Company's account. The Board therefore authorizes Bank to accept all payment order instructions through the Online Banking System without regard to any restrictions to authorized signers on the Company's account; and
4. The Board recognizes that any prior or subsequent arrangements with Bank requiring one or more authorized signatures for transactions on Company's account is not applicable to any transaction in the Online Banking System.

☐ **Remote Deposit Service Agreement**

NOW, THEREFORE BE IT FURTHER RESOLVED AS FOLLOWS:

1. Upon due deliberation, the Board finds the security procedures set forth in the Remote Deposit Service Agreement to be commercially reasonable for verifying payment orders placed by Company pursuant to the same;
2. The Board recognizes that each officer shall have the authority to use the remote deposit service, which may include (but is not limited to): remotely depositing checks or items payable to Customer, using Security Procedures as that term is defined in the Remote Deposit Service Agreement, and to otherwise engage in any banking or financial service or product approved by the Bank for the Customer, as set forth in any agreement between the Bank and the Company or as otherwise evidenced by the conduct of the Company;

The Board recognizes that the Company's remote deposit service will allow for the Company to designate one or more authorized users for the operation of the remote deposit service. Each authorized user will be allowed to access the remote deposit services and to engage in one or more of the rights associated with his or her role (e.g. administrator, supervisor, operator, depositor or reviewer), subject only to such limits as may be imposed by the remote deposit service or the Company. An authorized user may use the remote deposit capture service in all matters relative to the Company's Security Procedures, including but not limited to, the right of use of user ID(s), password(s) ("Passwords") and personal identification numbers ("PINs") that are of the sort that the Bank allows the Company to have access and control of, on the Company's behalf for use by any authorized user. All output files of remotely created checks or items regardless of whether authenticated pursuant to the Security Procedures, or as otherwise provided in the Remote Deposit Service Agreement will be treated by the Bank as a valid output file or instruction of and binding on the Company; and

3. The Board recognizes that this authorization supersedes any resolution, signature card or other document currently on file with the Bank that limits authority over the Remote Deposit Service Agreement or over the transactions contemplated thereunder. This authorization shall remain in force and effect notwithstanding any subsequent change in such specific or general account resolution, signature card or related documentation. Any notice of a termination or change with respect to the identity of an authorized user or the authority of any person to use a user ID, Password or applicable PIN must specifically state that it relates to one or more or all user IDs, Passwords or PINs and must specifically describe the termination or change requested.

* * * * *

I/we certify under penalty of perjury under the laws of the state of California that the foregoing is true and correct, of my own personal knowledge.

X _____
Marilyn Buchi, President
Date: April 13, 2021

X _____
V. Scott Scambray, Secretary
Date: April 13, 2021

PASSED and ADOPTED by the Board of Trustees of the Fullerton Joint Union High School District, County of Orange, State of California, this Thirteenth day of April, 2021.

SIGNED:

Clerk/President/Secretary to the Board of Trustees

Fullerton Joint Union High School District

County of Orange, State of California