

**RESOLUTION NO. 2023-04**

**RESOLUTION TO ESTABLISH SIGNING AUTHORITY**

WHEREAS, Peninsula Health Care District (the “District”) is a public agency established under Health and Safety Code Section 32000 et seq. with its principal place of business in Burlingame, San Mateo County, California; and,

WHEREAS, the District maintains bank accounts at various banking institutions in San Mateo County (the “Accounts”); and,

WHEREAS, Ana Maria Pulido is the new Chief Executive Officer of the District, effective April 10, 2023; and,

WHEREAS, the former Chief Executive Officer, Cheryl Fama, is retiring and will not be employed by the District as of April 15, 2023; and,

WHEREAS, the District desires to remove Ms. Fama as the signatory on the District’s Accounts, to authorize Ms. Pulido as a signatory on all existing and future Accounts, and to reaffirm the signing authority of the Board President and the Board Secretary on all existing and future Accounts;

NOW, THEREFORE, IT IS RESOLVED:

1. Removal of Former Signatory. Cheryl Fama shall not be an authorized signatory on any District Accounts, effective upon adoption of this resolution.
2. Authorized Signatories. The following individuals (the “Authorized Persons”) shall have signing authority on all Accounts currently established by the District and such other Accounts as may be established from time to time:

NAME	POSITION
Lawrence W. Cappel	Chair, Board of Directors
Dennis Zell	Secretary
Ana Maria Pulido	Chief Executive Officer

A specimen signature for each Authorized person is attached hereto as Exhibit A.

3. Authority. Each Authorized Person is hereby authorized to sign signature cards and such other forms and records as may be required by each bank at which a District Account is maintained or established in the future.

4. Reliance on Authorization. This authorization may be relied on by each banking institution and shall continue in full force and effect until the banking institution shall receive official notice in writing from the District of the revocation or modification of this resolution or the authority of any of the Authorized Persons.

- 5. Effective Date of Resolution. This Resolution shall take effect on April 14, 2023.

\_\_\_\_\_  
PRESIDENT, BOARD OF DIRECTORS

Attest: \_\_\_\_\_  
SECRETARY OF THE BOARD OF DIRECTORS

PASSED AND ADOPTED in open session at a special meeting of the Board of Directors of the Peninsula Health Care District held on the 14<sup>th</sup> day of April, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**EXHIBIT A**

\_\_\_\_\_  
Lawrence W. Cappel  
Chair, Board of Directors

\_\_\_\_\_  
Dennis Zell  
Secretary

\_\_\_\_\_  
Ana Maria Pulido  
Chief Executive Officer

**Deposit Account - Association**

**PENINSULA HEALTH CARE DISTRICT**\_\_\_\_\_

\_\_\_\_\_ (“Company”) Resolutions

I/we, the undersigned (“Undersigned”), hereby certify to Heritage Bank of Commerce (“Bank”) that the undersigned am/are the representatives of the governing body of the Company, and designated keeper of the records and minutes of the Company;

WHEREAS, the following is a true and correct copy of Company Resolutions duly adopted by the governing authority of the Company at a meeting held on the 13th day of April, 20 23, 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 Company Resolutions are in full force and effect and have not been amended, modified or repealed;

WHEREAS, the Undersigned has/have reviewed and approved the Heritage Bank of Commerce Signature Card and Deposit Account Agreement and Disclosure (the “Agreement”) to be entered into by and between the Company and Heritage Bank of Commerce;

WHEREAS, defined terms in this document shall have the meaning provided in the Agreement, unless otherwise provided herein; and

WHEREAS, the parties desire that the Agreement shall serve as the signature card for all accounts opened at Bank by Company, excepting such accounts as may be specifically designated in writing by Company as not subject to this Agreement;

WHEREAS, Company has determined that it is in the best interests of the Company to enter into the Agreement and subject to the terms and conditions of the Agreement, as amended from time to time;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

RESOLVED, that it is in the best interest of Company to establish and maintain one or more deposit accounts at Bank;

RESOLVED, that each person signing as an “Authorized Signer”: (a) is an “Authorized Signer,” as that terms is defined in the Agreement; and (b) all Authorized Signers, as well as all officers of Company (whether acting individually or together) are authorized to do each of the following on Company’s own behalf: (i) negotiate and agree to the terms of the Agreement and related service agreements, as to accounts and services established for Company now and in the future; (ii) to open or close any deposit account that is subject to the Agreement, including any new accounts established in the future; and (iii) take such other action for and on behalf of Company as may be deemed by any one or more Authorized Signers or officers of Company as they deem reasonable or appropriate for the furtherance of the foregoing. Furthermore, any Authorized Signer (whether acting individually or together) are authorized to transact on any deposit account that is subject to the Agreement on behalf of Company, including any new accounts established in the future. Any Company restrictions on access to or authority to transact on any of the accounts by one or more Authorized Signers shall not apply to or limit Bank, even if Bank is aware of the same. For the avoidance of doubt, “transact” on an account shall include all services made available by Bank in connection with an account, signing and indorsing checks, making deposits and withdrawals, initiating payment orders and otherwise using the account services that are provided by Bank;

RESOLVED, that all such acts and deeds by an Authorized Signer or officer of Company are and shall be deemed to be the acts and deeds of Company;

RESOLVED, for the avoidance of doubt, the grant of authority to an Authorized Signer under these Company Resolutions does not preclude any person who is otherwise duly authorized by Company from performing or acting on behalf of Company in connection with an account or an account service, including as to matters included as within the scope of authority of an Authorized Signer;

RESOLVED, to the extent these Resolutions are inconsistent with prior resolutions of Company with respect to the authority granted herein, these Resolutions will supersede the prior resolutions; and

RESOLVED, the addition, deletion or other modification of an Authorized Signer may be taken by any person authorized by Company to do so and without limitation, the following are so authorized: any person authorized as a representative of the governing body of Company.

The Undersigned hereby certifies under penalty of perjury under the laws of the state of California that the foregoing resolutions were duly and legally adopted by the governing body of the Company and that said Company Resolutions have not been revoked and are currently in full force and effect:

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

/x/ \_\_\_\_\_  
Title: Chair, Board of Directors  
Print Name: Lawrence W. Cappel

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

/x/ \_\_\_\_\_  
Title: Secretary  
Print Name: Dennis Zell

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

/x/ \_\_\_\_\_  
Title: Chief Executive Officer  
Print Name: Ana Maria Pulido

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

/x/ \_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_



**Cash Management Services Resolutions**  
for

\_\_\_\_\_ (“Company”)

I/we, the undersigned (“Undersigned”), hereby certify to Heritage Bank of Commerce (“Bank”) that the undersigned am/are the individual owner of the sole proprietorship, or the secretary or assistant 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;

WHEREAS, the following is a true and correct copy of Company 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 \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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 Company Resolutions are in full force and effect and have not been amended, modified or repealed;

WHEREAS, the Company has reviewed and approved the Heritage Bank of Commerce Cash Management Services Agreement and Disclosure, together with the Enrollment Form and any supporting documents, corresponding exhibits, schedules or attachments to the same (collectively, the “Agreement”), to be entered into by and between the Company and Heritage Bank of Commerce (“Bank”);

WHEREAS, defined terms herein will have the meaning provided in the Agreement, unless otherwise defined in these Resolutions; and

WHEREAS, the Company has determined that it is in the best interests of the Company to enter into the Agreement in connection with the services contemplated under the Agreement (“Cash Management Services”) and subject to the terms and conditions of the Agreement, 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, as amended from time to time.
2. The Company appoints all Authorized Users (as identified in the Enrollment Form) as agents of the Company for purposes of access to or use of the Cash Management Services and to initiate Communications to Heritage Bank of Commerce in the name of Company, all such acts and deeds to be the acts and deeds of Company;
3. The Company understands and accepts the additional risks associated with the Company designating an Administrator Level User (“Supervisor”) with the authority to enable an Authorized User (and including any Additional Supervisor(s)) to utilize the Cash Management Services, even though the Authorized User may not be an authorized signer on the Company’s accounts. Such risks include, without limitation, the theft or misappropriation of the Company’s funds or other losses;
4. The Company understands and accepts the additional risk resulting from the Company’s acceptance of the Agreement, including but not limited to the fact that Heritage Bank of Commerce will not control or restrict any transaction effected by any of the Authorized Users;
5. The Company authorizes and appoints each of the officers of the Company and any authorized signer on the deposit accounts of the Company, acting individually or together, to execute and deliver the Agreement. Any one or more of the foregoing persons are authorized to negotiate and accept terms and conditions of the Agreement, including current or future amendments or supplements to the Agreement, and to enter into such other agreements, supplements and amendments as they individually or jointly determine to be appropriate, including amendments or supplements;

- 6. To the extent these Resolutions are inconsistent with prior resolutions of the Company with respect to the authority granted herein, these Resolutions will supersede the prior resolutions; and
- 7. 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 act and deed of the Company for all purposes relating to the Agreement and to all services described in the Agreement or provided by the Bank to the Company under the Agreement.

The Undersigned hereby certifies under penalty of perjury under the laws of the state of California that the forgoing resolutions were duly and legally adopted by the governing body of the Company and that said Resolutions have not been revoked and are currently in full force and effect:

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

/x/ \_\_\_\_\_

Title: Chair, Board of Directors

Print Name: Lawrence W. Cappel

DATE: \_\_\_\_\_

/x/ \_\_\_\_\_

Title: Secretary

Print Name: Dennis Zell

DATE: \_\_\_\_\_

/x/ \_\_\_\_\_

Title: Chief Executive officer

Print Name: Ana Maria Pulido

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**FOR FINANCIAL INSTITUTION USE ONLY**

Acknowledged and received on \_\_\_\_\_ (date) by \_\_\_\_\_ (initials)

This resolution is superseded by resolution dated \_\_\_\_\_

Comments: