



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: 2/17/2016 Meeting Type: Special Regular

Item Title: Wells Fargo Bank Certificate of Authority

Purpose: Discussion/ Possible Action Recognition Report Only

Requested By: Jesus Salazar, Chief Financial & Business Operations Officer

Presenter(s): Dr. Abelardo Saavedra, Superintendent

Description of item to include your specific request:

Requesting Board approval for appointment of Jesus Salazar, Chief Financial Officer as authorize District Officer for daily bank transactions and investment transfers with Wells Fargo Bank.

Supporting Documentation Enclosed

Please select the appropriate District Goal(s):

Objective 7.2: Establish and implement procedures for monitoring the operating budget to ensure fiscal responsibility, including revenues, expenditures, and fund balance.

Choose an item.

Department Initiatives/Other:

Funding source-program and/or Budget Code:

CFO Approval

N/A

ROUTE APPROVAL

SIGNATURE

DATE

Principal/Director:

Executive Director:

Chief Administrator:

Superintendent:

Handwritten signatures of Jesus Salazar and Dr. Abelardo Saavedra

Handwritten dates: 2-5-2016 and 2-3-2016



Certificate of Authority (Deposits, Credit and Related Services)

Banker name SANDRA VILLASENOR	Officer/Portfolio B3638	Date
Banker phone (210) 856-5042	Store number 6072	Banker AU 5941
Account number(s) 4123823551 4124201658 4124201666 4124201674 4124201682 4124201690 4124201708 4124201716 4124201724 4124201732 4124201740 4124201757 4124201765 4124201773 4124201781 4124201799 4124201807		Banker MAC T7534-034

Customer's legal name SOUTH SAN ANTONIO ISD ("Customer")

doing business as _____ ECN 746002335

Customer Type (Check one):

- Corporation
- Partnership
- Limited Partnership
- Sole Proprietor
- Non-Profit Corporation
- Unincorporated Association
- Limited Liability Company
- Limited Liability Partnership
- Professional Corporation
- Trust
- Federal, State or Local Government Unit or Government Agency
- Tribal Government Unit or Tribal Government Agency
- Other
GOVERNMENTAL PUBLIC FUNDS

Customer organized under the laws of TEXAS
(Insert name of jurisdiction)

The person(s) signing below certifies to the Bank that:

- (i) If the customer is not a trust or a sole proprietor, the governing body of the Customer has by resolution, agreement or other legally sufficient means, named the Bank as the Customer's depository and has authorized and approved the terms of this Certificate in its own or any representative capacity in which it is acting, or
- (ii) If the Customer is a trust, that the undersigned is/are all of the trustee(s) of the trust and the trustee(s) is/are duly authorized to execute this Certificate.

The person(s) signing below also certifies to the Bank that:

1. Any one of the persons whose names, any applicable titles and sample signatures appear in the Signature Capture section is authorized on such terms, conditions and agreements as the Bank may at any time require to:
 - a. Enter into agreements with the Bank for products and/or services now or hereafter offered by the Bank, and to amend, extend, supplement, terminate and otherwise in any manner act with respect to such agreements ("Agreements") on such terms and conditions as the Bank may at any time require;
 - b. Establish one or more accounts with the Bank in the name of the Customer;
 - c. Sign or otherwise authorize or endorse for deposit, cashing or collection, checks, drafts, payment orders, or other orders or instructions for payment, transfer or withdrawal (collectively "Withdrawals") from the Customer's account(s), including but not limited to, those payable to the individual order of any person signing or otherwise authorizing the Withdrawals and those payable to the Bank or to any other person for the benefit of any person who signed or otherwise authorized such Withdrawals;
 - d. Give instructions to the Bank in writing (whether signed manually, by use of a facsimile, or by a mechanical device), orally, by telephone or by any electronic means in regard to the payment of funds and transaction of any business relating to the Customer's account(s) or agreements, and the Bank is authorized, directed and shall be indemnified and held harmless by the Customer for acting in accordance with any such instructions;
 - e. Designate each account accessible with an ATM card or Debit card and each person in whose name a card will be issued;
 - f. Purchase time accounts, whether certificated or not;
 - g. Enter into agreements for safe deposit or safekeeping, cash management, wire or other funds transfer, commercial depository and other deposit account related services; and
 - h. Delegate their authority to another person(s) or revoke such delegation, in a separate signed writing delivered to the Bank.
2. If any Withdrawal authorization requires communication of a code to the Bank, and the code is communicated, the Withdrawal will be binding on the Customer regardless of who communicates the code.
3. The Customer has received a copy of the Bank's documents describing the terms, conditions, availability of funds and fees for the Customer's account(s) and agrees to be bound by them.
4. The Bank's repeated payment of items resulting in overdrafts will not be deemed to create a course of dealing or usage of trade.



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5. In addition, any one, unless otherwise provided below, of the person(s) named in this Certificate may on the Customer's behalf, and without limitation:
 - a. negotiate and procure loans, lines and other extensions of credit, letters of credit and related services from the Bank in any form and in amounts and on terms as the person or persons shall determine;
 - b. discount, sell, assign, transfer, mortgage or pledge to the Bank any property now or hereafter owned by the Customer for such consideration as the person(s) deem(s) appropriate or as security for the payment or performance of any debts, liabilities or obligations to the Bank;
 - c. unconditionally guaranty payment of any indebtedness owed to the Bank by any person(s);
 - d. apply for issuance of letters of credit and related products and services for the account of the Customer or waive any letter of credit discrepancies or nonconformities and execute lease inventory notes and assignments of leases on behalf of the Customer;
 - e. sign in the name of the Customer any instrument or document deemed necessary or required to carry out the authority contained in this Certificate; and
 - f. subordinate to the Bank any interest of the Customer in any instrument or any other asset belonging to the Customer as the person(s) may deem appropriate.
6. The information provided on this Certificate is correct and complete, the persons whose names appear below in the Signature Capture section hold any positions indicated, and the signatures appearing opposite their names are authentic, official signatures.
7. The Bank is authorized to inquire at any time about any person named below and in the Signature Capture section with check and/or credit reporting services and to share this information and other information about the Customer and the Customer's account(s) with any direct or indirect affiliate or subsidiary of the Bank.
8. All transactions described in this certificate, or which would have subsequently been authorized by an Agreement authorized by this certificate, conducted by or on behalf of the Customer prior to delivery of this Certificate are in all respects ratified, approved and confirmed.
9. This Certificate is in effect on the date indicated below and shall remain in effect until the Bank receives the Customer's written notice of its revocation and has had a reasonable opportunity to act on such notice.
10. If the Customer is a tribal government or tribal government agency, the Customer waives Sovereign Immunity with respect to all matters directly or indirectly referred to in this Certificate, and submits to the jurisdiction of, and the Bank may bring any legal proceeding directly or indirectly relating to a matter referred to this Certificate, in a state or federal court.

Date: Feb. 17th, 2016 Certified/Agreed to

Signature:

Name: Connie Prado

Title: Board President

Imprint Seal (if any)

Signature:

Name: Angelina Osteguín

Title: Board Secretary

AUTHORIZED SIGNERS – Check the appropriate box and then complete the designated Signature Capture section(s). If neither box is checked and one of the Signature Capture sections is left blank the Bank will be authorized to treat the sections as having been completed identically.

Complete "Deposits and Related Services Only" section.

Complete both of the following sections but if either section is blank and the other is completed, the Bank will be authorized to treat the sections as having been completed identically.

If the customer is a sole proprietor, any Authorized Signer named below shall hereby be appointed as the Customer's attorney-in-fact for the purpose of exercising the powers granted by this Certificate, and this power of attorney shall continue to be effective if the Customer becomes disabled or incompetent and until the Bank receives actual notice of this Certificate's termination.

SIGNATURE CAPTURE

Deposits and Related Services Only

Authorized Signers

Name	Title (if any)	Sample Signature
<u>Jesus Salazar</u>	<u>CFO</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>Chief Financial Officer</u>	

Credit and Related Services Only

Authorized Signers – Number of signers required (if left blank, only one signer is needed)

Name	Title (if any)	Sample Signature
<u>Jesus Salazar</u>	<u>CFO</u>	<u>[Signature]</u>
	<u>Chief Financial Officer</u>	

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Certificate of Authority (Deposits, Credit and Related Services)

Banker name SANDRA VILLASENOR	Officer/Portfolio B3638	Date
Banker phone (210) 856-5042	Store number 6072	Banker AU 5941
Account number(s) 4124201815 4124201823 4124201831 4124201849 4124201856 4124201864 4124201872 4124201880 4124201898		Banker MAC T7534-034
4124201906 4124201914 4124201930 4124201948 4124201955 4124201963 4124201971 4124201989 ("Bank")		

Customer's legal name SOUTH SAN ANTONIO ISD ("Customer")

doing business as _____ ECN 746002335

Customer Type (Check one):

- Corporation
- Partnership
- Limited Partnership
- Sole Proprietor
- Non-Profit Corporation
- Unincorporated Association
- Limited Liability Company
- Limited Liability Partnership
- Professional Corporation
- Trust
- Federal, State or Local Government Unit or Government Agency
- Tribal Government Unit or Tribal Government Agency
- Other
GOVERNMENTAL PUBLIC FUNDS

Customer organized under the laws of TEXAS
(insert name of jurisdiction)

The person(s) signing below certifies to the Bank that:

- (i) If the customer is not a trust or a sole proprietor, the governing body of the Customer has by resolution, agreement or other legally sufficient means, named the Bank as the Customer's depository and has authorized and approved the terms of this Certificate in its own or any representative capacity in which it is acting, or
- (ii) If the Customer is a trust, that the undersigned is/are all of the trustee(s) of the trust and the trustee(s) is/are duly authorized to execute this Certificate.

The person(s) signing below also certifies to the Bank that:

1. Any one of the persons whose names, any applicable titles and sample signatures appear in the Signature Capture section is authorized on such terms, conditions and agreements as the Bank may at any time require to:
 - a. Enter into agreements with the Bank for products and/or services now or hereafter offered by the Bank, and to amend, extend, supplement, terminate and otherwise in any manner act with respect to such agreements ("Agreements") on such terms and conditions as the Bank may at any time require;
 - b. Establish one or more accounts with the Bank in the name of the Customer;
 - c. Sign or otherwise authorize or endorse for deposit, cashing or collection, checks, drafts, payment orders, or other orders or instructions for payment, transfer or withdrawal (collectively "Withdrawals") from the Customer's account(s), including but not limited to, those payable to the individual order of any person signing or otherwise authorizing the Withdrawals and those payable to the Bank or to any other person for the benefit of any person who signed or otherwise authorized such Withdrawals;
 - d. Give instructions to the Bank in writing (whether signed manually, by use of a facsimile, or by a mechanical device), orally, by telephone or by any electronic means in regard to the payment of funds and transaction of any business relating to the Customer's account(s) or agreements, and the Bank is authorized, directed and shall be indemnified and held harmless by the Customer for acting in accordance with any such instructions;
 - e. Designate each account accessible with an ATM card or Debit card and each person in whose name a card will be issued;
 - f. Purchase time accounts, whether certificated or not;
 - g. Enter into agreements for safe deposit or safekeeping, cash management, wire or other funds transfer, commercial depository and other deposit account related services; and
 - h. Delegate their authority to another person(s) or revoke such delegation, in a separate signed writing delivered to the Bank.
2. If any Withdrawal authorization requires communication of a code to the Bank, and the code is communicated, the Withdrawal will be binding on the Customer regardless of who communicates the code.
3. The Customer has received a copy of the Bank's documents describing the terms, conditions, availability of funds and fees for the Customer's account(s) and agrees to be bound by them.
4. The Bank's repeated payment of items resulting in overdrafts will not be deemed to create a course of dealing or usage of trade.



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5. In addition, any one, unless otherwise provided below, of the person(s) named in this Certificate may on the Customer's behalf, and without limitation:
 - a. negotiate and procure loans, lines and other extensions of credit, letters of credit and related services from the Bank in any form and in amounts and on terms as the person or persons shall determine;
 - b. discount, sell, assign, transfer, mortgage or pledge to the Bank any property now or hereafter owned by the Customer for such consideration as the person(s) deem(s) appropriate or as security for the payment or performance of any debts, liabilities or obligations to the Bank;
 - c. unconditionally guaranty payment of any indebtedness owed to the Bank by any person(s);
 - d. apply for issuance of letters of credit and related products and services for the account of the Customer or waive any letter of credit discrepancies or nonconformities and execute lease inventory notes and assignments of leases on behalf of the Customer;
 - e. sign in the name of the Customer any instrument or document deemed necessary or required to carry out the authority contained in this Certificate; and
 - f. subordinate to the Bank any interest of the Customer in any instrument or any other asset belonging to the Customer as the person(s) may deem appropriate.
6. The information provided on this Certificate is correct and complete, the persons whose names appear below in the Signature Capture section hold any positions indicated, and the signatures appearing opposite their names are authentic, official signatures.
7. The Bank is authorized to inquire at any time about any person named below and in the Signature Capture section with check and/or credit reporting services and to share this information and other information about the Customer and the Customer's account(s) with any direct or indirect affiliate or subsidiary of the Bank.
8. All transactions described in this certificate, or which would have subsequently been authorized by an Agreement authorized by this certificate, conducted by or on behalf of the Customer prior to delivery of this Certificate are in all respects ratified, approved and confirmed.
9. This Certificate is in effect on the date indicated below and shall remain in effect until the Bank receives the Customer's written notice of its revocation and has had a reasonable opportunity to act on such notice.
10. If the Customer is a tribal government or tribal government agency, the Customer waives Sovereign Immunity with respect to all matters directly or indirectly referred to in this Certificate, and submits to the jurisdiction of, and the Bank may bring any legal proceeding directly or indirectly relating to a matter referred to this Certificate, in a state or federal court.

Date: Feb. 17th, 2016 Certified/Agreed to

Signature: _____
 Name: Connie Prado
 Title: Board President

Signature: _____
 Name: Angelina Osteguin
 Title: Board Secretary

Imprint Seal (if any)

AUTHORIZED SIGNERS – Check the appropriate box and then complete the designated Signature Capture section(s). If neither box is checked and one of the Signature Capture sections is left blank the Bank will be authorized to treat the sections as having been completed identically.

Complete "Deposits and Related Services Only" section.

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SIGNATURE CAPTURE

Deposits and Related Services Only

Authorized Signers

Name	Title (if any)	Sample Signature
Jesus Salazar	CFO	<i>Jesus Salazar</i>
	Chief Financial Officer	

Credit and Related Services Only

Authorized Signers – Number of signers required (if left blank, only one signer is needed)

Name	Title (if any)	Sample Signature
Jesus Salazar	CFO	<i>Jesus Salazar</i>
	Chief Financial Officer	



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Certificate of Authority (Deposits, Credit and Related Services)

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Banker phone (210) 856-5042	Store number 6072	Banker AU 5941
Account number(s) 4124201997 4124202003 4124202011 4124202029 4124202037 4124202045 4124202052 4124202060		Banker MAC T7534-034
9825500400		("Bank")

Customer's legal name SOUTH SAN ANTONIO ISD ("Customer")

doing business as _____ ECN 746002335

Customer Type (Check one):

- Corporation
- Partnership
- Limited Partnership
- Sole Proprietor
- Non-Profit Corporation
- Unincorporated Association
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- Limited Liability Partnership
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 - c. Sign or otherwise authorize or endorse for deposit, cashing or collection, checks, drafts, payment orders, or other orders or instructions for payment, transfer or withdrawal (collectively "Withdrawals") from the Customer's account(s), including but not limited to, those payable to the individual order of any person signing or otherwise authorizing the Withdrawals and those payable to the Bank or to any other person for the benefit of any person who signed or otherwise authorized such Withdrawals;
 - d. Give instructions to the Bank in writing (whether signed manually, by use of a facsimile, or by a mechanical device), orally, by telephone or by any electronic means in regard to the payment of funds and transaction of any business relating to the Customer's account(s) or agreements, and the Bank is authorized, directed and shall be indemnified and held harmless by the Customer for acting in accordance with any such instructions;
 - e. Designate each account accessible with an ATM card or Debit card and each person in whose name a card will be issued;
 - f. Purchase time accounts, whether certificated or not;
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 - c. unconditionally guaranty payment of any indebtedness owed to the Bank by any person(s);
 - d. apply for issuance of letters of credit and related products and services for the account of the Customer or waive any letter of credit discrepancies or nonconformities and execute lease inventory notes and assignments of leases on behalf of the Customer;
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Feb. 17th, 2016 Certified/Agreed to

Signature: _____
 Name: Connie Prado
 Title: Board President
 Imprint Seal (if any) _____

Signature: _____
 Name: Angelina Osteguín
 Title: Board Secretary

AUTHORIZED SIGNERS – Check the appropriate box and then complete the designated Signature Capture section(s). If neither box is checked and one of the Signature Capture sections is left blank the Bank will be authorized to treat the sections as having been completed identically.

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SIGNATURE CAPTURE

Deposits and Related Services Only

Authorized Signers

Name	Title (if any)	Sample Signature
Jesus Salazar	CFO Chief Financial Officer	<i>Jesus Salazar</i>

Credit and Related Services Only

Authorized Signers – Number of signers required (if left blank, only one signer is needed)

Name	Title (if any)	Sample Signature
Jesus Salazar	CFO Chief Financial Officer	<i>Jesus Salazar</i>



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