F&M BANK

FARMERS & MERCHANTS BANK OF CENTRAL CALIFORNIA

AUTHORIZATION AND AGREEMENT FOR TREASURY MANAGEMENT SERVICES

This Authorization and Agreement for Treasury Management Services *("Agreement")* is entered into between the undersigned Business Entity(s) and Farmers & Merchants Bank of Central California *("Bank")*. The Business Entity(s) acknowledges that it has received from Bank the Treasury Management Terms and Conditions *("TM Terms and Conditions" or "Booklet")*, Customer Agreement & Schedule of Charges Books I & II *("Disclosure")*, the Treasury Management Fee Schedule *("TM Fee Schedule")*, applicable user materials, related documents and disclosures for the Services selected *(collectively "Documentation")* pertaining to the provision of one or more Treasury Management Services *(collectively "Services")* by Bank to the Business Entity(s). Each Business Entity agrees that the Services obtained from the Bank are subject to this Agreement, the TM Terms and Conditions, the Disclosure and the Documentation for the Services selected, as those documents currently exist and may be added to, deleted from or otherwise changed from time to time in the future. Capitalized terms used in this Agreement, not otherwise defined, have the meanings given to them in the TM Terms and Conditions.

Multiple Entity Treasury Management Services Linking

Each of the Business Entities listed below hereby authorizes the linking of its accounts with all the below named Business Entities for the selected Services. Each of the undersigned Business Entities hereby appoints the Business Entity first listed below *("Principal Business Entity")* to act as the attorney in fact for such Business Entity for all matters concerning Services with Bank, such authority specifically, and without limitation, including the right to: (1) establish, continue, modify, and terminate an account, Service or other banking arrangement made by or behalf of Business Entity; (2) contract to procure other Services available from Bank as Principal Business Entity considers desirable; (3) receive bank statements, vouchers, notices, and similar documents from a financial institution and act with respect to them; and (4) designate a person(s) *("Designee(s)")* to act with respect to the Services.

The undersigned intend that Bank treat all Business Entities as one entity for purposes of Services provided pursuant to this Agreement. Specifically and without any limitations intended, each Business Entity specifically authorizes all deposit (and other) accounts of each Business Entity to be linked together for account analysis purposes, linked in the Zero Balance Account Service, linked in access via the Online Banking for Business Service through any website owned, operated, controlled, or maintained by Bank or any of its affiliates, without restriction. The accounts so linked may include, without limitation, deposit accounts (for example and without limitation, savings, checking, money market, certificates of deposit, credit accounts (for example and without limitation, lines of credit, loans, leases), and any and all other accounts that Bank may now or in the future hold for or on behalf of any named Business Entity.

Each Business Entity represents for the individual who executes this Agreement on its behalf *("Designee")* that the Designee is an authorized signer for the Business Entity. Each Business Entity agrees that:

- Any Designee is authorized to access any account of any Business Entity named in this Agreement when such access is accomplished electronically via any Service provided in accordance with this Agreement.
- Each Designee shall further be entitled to access and control all such accounts singly via the Service(s) without regard to any multiple signer designations, requirements, or restrictions that might otherwise be applicable to a specific account but for this Agreement. Such access includes, without limitation, the ability to: (1) control such accounts electronically; (2) view or initiate transactions including, without limitation, withdrawals; (3) deposit and transfer money; (4) generally perform all types of electronic transactions to and from each account of each Business Entity; and (5) further authorize other users to access the accounts to perform similar functions (under the control of such persons authorized under this Agreement).
- It is bound by the Disclosure for each banking account established in the name of the Business Entity, it will provide to Bank the correct taxpayer identification number for each of its banking accounts and certifies that it is not subject to backup withholding.

Each Business Entity acknowledges and agrees that the linking of its account(s) through the designated Services as contemplated in this Agreement could subject each of the Business Entities (individually or collectively) to claims involving or arising out of the commingling of funds, and each Business Entity hereby assumes all the risks involved. Each Business Entity further acknowledges and agrees that, for purposes of Online Banking, the granting of access to the banking accounts for each Business Entity by way of a single user identification and password is provided by Bank only at the request and for the convenience of each Business Entity.

Each Business Entity, individually and collectively, agrees to indemnify, hold harmless and defend Bank from and against any and all claims, demands, legal actions, damages, expenses, losses, liabilities or costs (including attorneys' fees, professional fees and court costs), of whatever kind or nature whatsoever, in connection with or arising from the representations and warranties in this Agreement or the linking of any one or more account of the Business Entity with the account(s) of one or more Business Entity to access or use any Service(s), including without limitation, alleged forged endorsements or misapplication of proceeds.

There are 0 additional pages attached to this Agreement, which contain additional Business Entities whose accounts and services may also be linked to the accounts of the Business Entities reflected on this page.

The Business Entities request the following Services (as checked) ☒ Addendum to Existing

☒ Account Analysis
☐ Account Reconcilement
☐ ACH Block/Filter
☒ ACH Origination
☒ ACH Positive Pay
☐ CD ROM
☐ Credit Sweep
☐ EDI/Fed Payments Reporter
☒ eStatement
☐ Investment Sweep
☐ Lockbox
☒ Security Tokens
☒ Treasury Management Online
☒ Positive Pay Default Option: ☐ Pay ☒ Return
☒ Positive Pay Payee Verification
☒ Remote Deposit Capture
☒ Wire Transfer of Funds
☐ Zero Balance Account

Each Business Entity understands that use of any Service is subject to: (1) Bank's receipt of any required information and documentation; (2) Bank's approval; (3) each Business Entity's completion of any testing or training requirements; and (4) **if applicable, a setup fee of $100 each will be assessed for ACH Origination or Positive Pay Services**.

ACH Origination – Prefunding Requirement

☐ Prefunding is required. ☒ Prefunding is not required.

If prefunding is required, upon initiation of ACH Credit files, F&M Bank will debit the applicable offset Account for the total amount of all Credit Entries. In the event there are not sufficient available funds in the applicable offset Account to cover Company's obligations, Company agrees that Bank may debit any Account maintained at Bank by Company. Bank may at any time and without prior notice to Company refuse, delay, or suspend processing of any Credit Entries initiated by Company if designated applicable offset Account does not contain sufficient available funds to cover Company's obligations.

The undersigned Designee, and each of them, is an officer, owner, principal or other authorized individual of the Business Entity on whose behalf the Designee is acting. The undersigned Business Entity and Designee represent and warrant that the Business Entity on whose behalf the Designee is acting has taken all action required by its Business Entity or constituent documents to authorize the undersigned Designee to execute and deliver this Agreement and any other documents Bank may require with respect to a Service, and to provide to Bank instructions, and to designate employees and agents to act in the name of and on behalf of the Business Entity regarding the Services and any and all accounts affected by any service obtained on behalf of the Business Entity.

BUSINESS ENTITIES JOINING IN TREASURY MANAGEMENT SERVICES

PRINCIPAL BUSINESS ENTITY

Business Entity Name City of Lodi	
Printed Signer's Name Jenelle Baker-Bechtold	Business Tax Identification Number 94-6000361
Authorized Signature	Title Budget Manager

Business Entity Name N/A	
Printed Signer's Name N/A	Business Tax Identification Number N/A
Authorized Signature	Title N/A

BUSINESS ENTITY RESOLUTION

Resolved: This Business Entity is authorized:

- To enter into a Treasury Management Services agreement with Farmers & Merchants Bank of Central California *("Bank")* for one or more services, which services may change from time to time;
- To designate from time to time persons, in any number, to manage any Treasury Management Service and otherwise give instructions regarding this Business Entity's Treasury Management Service(s).
- That it is in the best interest of the Business Entity to also authorize officers in the name of the Business Entity or in the name of and on behalf of the corporations and partnerships listed below *("Business Entities")* and as may be changed in writing and certified by the Secretary from time to time, to:

  (a) Establish any banking accounts and services with Bank;

  (b) Sign or change in writing any agreement with the Bank regarding the Business Entity's or any Business Entity's banking deposit or Treasury Management Services relationship;

  (c) Specify in writing to the Bank the individuals who are authorized, in the name of and on behalf of the Business Entity or any Business Entity, to:

  - Withdraw funds from any of the Business Entity's or any Business Entity's banking accounts on the Business Entity's or any Business Entity's checks or orders and such authority may be exercised by such authorized individual acting alone, regardless of multiple signature requirements otherwise applicable to any account;
  - Endorse and deliver to Bank, for any purpose, and in any amount, negotiable or nonnegotiable commercial paper and items of any kind, owned by or held by or payable to the Business Entity or any Business Entity;
  - Send, review and/or authorize wire and electronic transfers of funds from the Business Entity's or any Business Entity's accounts. Such authority may be exercised by such authorized individual acting alone, regardless of multiple signature requirements otherwise applicable to any account.
  - Otherwise access the Business Entity's or any Business Entity's banking accounts.

This authority may be exercised at such times and on such terms as the Business Entity's designated representative(s) believe proper.

Resolved: The authority conferred is in addition to any other authorizations in effect and shall remain in force until Bank receives written notice of its revocation at the office where the account is maintained or at such other location as Bank may direct.

Resolved: The Business Entity will indemnify, defend and hold the Bank harmless from any claims or liabilities by reason of the Bank acting on the authorizations, including for any Business Entity, set forth in these Resolutions.

I further certify that the following is (are) true and correct specimen signature(s) of the Business Entity's designated representative(s), who hold the title(s) stated below:

Representative Name	Signature	Title
Kara Reddig		City Manager
Jennelle Baker-Bechthold		Budget Manager
Jamie Bandy		Admin. Services Director
N/A		N/A

CERTIFICATION

I, Jennelle Baker-Bechtold (name), of City of Lodi (Business Entity Name) organized under the laws of the State of California *(the "Business Entity")* certify that at a meeting of the Business Entity's board of directors or equivalent governing body, this resolution was adopted by this Business Entity in accordance with law and its charter documents at a meeting duly held by this Business Entity's board of directors or other governing body, and is now in full effect. I certify that all of the signatures above are genuine, are those person(s) who are authorized to execute the Treasury Management Services Agreement and otherwise give instructions to Bank and has such title as is listed above. I further certify that I have full authority to execute this certification.

Dated Signature

Jennelle Baker-Bechtold

Print Name/Title (Must be Secretary or Authorized Signer)

FARMERS & MERCHANTS BANK OF CENTRAL CALIFORNIA

By:

Name: Norma Pamplona

Its: FVP

Approved as to Form:

JANELLE KRATTIGER
Assistant City Attorney JK

Signature: Janelle Krattiger (Jun 25, 2026 14:20:08 PDT)

Email: jkrattiger@lodi.gov