

**AMENDMENT TO REGIONS BANK MASTER TREASURY
MANAGEMENT SERVICES AGREEMENT AND
SERVICES ADDENDA**

This Amendment to Regions Bank Master Treasury Management Services Agreement (the "Amendment") is made as of the ____ day of February, 2017 (the "Effective Date") by and between Regions Bank (the "Bank"), and Indian River County, Florida ("Indian River").

WHEREAS, Indian River and the Bank have previously entered into a Master Treasury Management Services Agreement (the "Agreement"), together with the Bank's Account Terms and Conditions, and various service addenda (the "Services Addenda", and together with the Agreement, collectively referred to herein as the "Services Agreements").

WHEREAS, Indian River has designated various deposit accounts for services under the Agreement (collectively, the "Accounts");

WHEREAS, Indian River is an agency of Florida state government and represents and warrants to the Bank that all funds held in the Accounts are owned by Indian River and that the services obtained in connection with the Accounts (the "Services") will be obtained in connection with official government business of the county; and

WHEREAS, the Bank has submitted a response to a request for proposal for the lockbox services (the "Lockbox Services") dated September 1, 2016 (the "RFP") and the parties intend for certain terms of the RFP to be incorporated as part of the Services Agreements with respect to the Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Indemnification. Any indemnification contained in the Services Agreements shall be only to the extent allowed by and within the limits of liability provided by section 768.28, Florida Statutes, and shall not be deemed a waiver of sovereign immunity.
2. Term. The term of the Services Agreements shall commence on the Effective Date and continue for three (3) years. On the anniversary date of this Amendment at the end of the initial three-year term, the Services Agreement shall automatically renew for a two-year term. On the anniversary date of this Amendment at the end of the two-year renewal term, the Services Agreements shall automatically renew for a second two-year term. Such renewals shall be automatic unless either party notifies the other in writing of its intent to terminate this Amendment at least 30 days prior to the next scheduled anniversary date. If not terminated early, this Amendment and the Services Agreement shall terminate on the seventh anniversary date hereof.

3. Lockbox Services. The functionality described in Addendum No. 3 to the RFP regarding Lockbox Services may only be changed upon written agreement of the parties.
4. Pricing. The pricing terms set forth in the "Complete Price List" appended to the RFP shall continue throughout the term hereof.
5. Florida Public Records Law. Any restrictions on the release of information by Customer, shall not apply to the extent that such release is required by Chapter 119, Florida Statutes, and any release of such information by Customer, as required by Florida statutes, shall not be deemed a breach of this Amendment or the Services Agreements. Customer shall provide written notice to Bank of such release, which shall be given in advance of such release whenever practicable.
6. Conflict. Except as expressly amended hereby, all terms and conditions of the Services Agreements shall remain unmodified and in full force and effect. In the event of a direct conflict between the terms of the Services Agreements and the terms of this Amendment, the terms of this Amendment shall govern and control with respect to the Services.
7. Governing Law. Except as otherwise provided herein, this Amendment shall be governed by and construed in accordance with the laws of the State of Alabama, excluding its conflict of laws rules.
8. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the Effective Date.

REGIONS BANK

INDIAN RIVER COUNTY BOCC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____