

AMENDMENT TO CASH MANGEMENT MASTER AGREEMENT

This Amendment to the Cash Management Master Agreement (“Agreement”) is made as of the 20th day of August 2024 by and between TD Bank, N.A. (“Bank”), a national banking association, and Indian River County (“County”), a Political Subdivision of the State of Florida, organized and existing under the Laws of the State of Florida.

WHEREAS, County and the Bank entered into the Agreement on January 1, 2024, for the provision by the Bank of non-consumer cash management products and services to the County; and,

WHEREAS, Appendix VII to the Agreement applies to Lockbox services (“Lockbox Services”); and,

WHEREAS, Section 14.2 of the Agreement allows either party to terminate an Appendix, without terminating the Agreement or any other Appendix, upon thirty (30) days' prior written notice to the other party, and;

WHEREAS, the parties have determined not to implement the Lockbox Services as set forth in Appendix VII, and;

WHEREAS, the County desires to terminate Appendix VII, and;

WHEREAS, the County hereby provides notice to the Bank of its desire to terminate Appendix VII of the Agreement.

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:

Appendix VII to the Agreement is terminated effective thirty (30) days after the date of this Amendment. The remainder of the Agreement shall remain in full force and effect.

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

INDIAN RIVER COUNTY

By: _____
Susan Adams, Chairman

By: _____
John A. Titkanich, Jr., County Administrator

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____
William K. DeBraal, County Attorney

Ryan L. Butler, Clerk of Court and
Comptroller

Attest:

Deputy Clerk
(SEAL)

TD BANK, N.A.

By: _____

Name: _____

Title: _____