

**DESOTO COUNTY
BANKING SERVICES AGREEMENT
AMENDMENT # 2
Bid #21-21-00RFP**

THIS AGREEMENT AMENDMENT is made this _____ day of _____, 2025, between the **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a Political Subdivision of the State of Florida hereinafter referred to as ("COUNTY") whose address is 201 E. Oak Street, Suite 201, Arcadia, Florida 34266; and **TRUIST BANK formerly SUNTRUST BANK**, a North Carolina Banking Corporation, authorized to do business in the State of Florida, hereinafter referred to as ("FINANCIAL INSTITUTION"), whose address is 10 South DeSoto Avenue, Arcadia, Florida 34266.

WHEREAS, an Agreement was entered into on October 1, 2021, between COUNTY and FINANCIAL INSTITUTION for DeSoto County's Banking Services; and

WHEREAS, the original Agreement provided for an initial **THREE (3)** year term, with the option to renew for **TWO (2)** additional one-year periods upon mutual consent; and

WHEREAS, the Agreement was amended to exercise the first **ONE (1)** year renewal option, extending the Agreement through October 1, 2025; and

WHEREAS, the parties now desire to exercise the second **ONE (1)** year renewal option, extending the Agreement through October 1, 2026, with no changes or price increases;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

SECTION 1. INCORPORATION BY REFERENCE. The foregoing "Whereas" clauses are hereby incorporated by reference, affirmed, and ratified by the parties.

SECTION 2. TIME OF PERFORMANCE. By the signing of this Amendment, the FINANCIAL INSTITUTION hereby agrees to fully and completely perform Banking Services until October 1st, 2026.

SECTION 3. CONTINUATION OF OBLIGATIONS. The FINANCIAL INSTITUTION shall comply with all specific completion dates and sequences indicated in the Scope of Services. In the event the Services are entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, the FINANCIAL INSTITUTION shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the COUNTY may decide. However, such extension shall not operate as a waiver of any rights of the COUNTY.

SECTION 4. REMAINING PROVISIONS. All other provisions of the October 1st, 2021, Contract and subsequent amendments shall remain in force and effect.

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IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the _____ of _____ 2025.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA**

By: _____
Mandy J. Hines
County Administrator

By: _____
J.C. Deriso
Chairman

BoCC Approved: _____

Approved as to form and
Legal sufficiency:

Valerie Vicente
County Attorney

Date: _____

WITNESSES:

TRUIST BANK formerly SUNTRUST BANK

By: _____

Printed Name: _____

Title: _____