

July 8, 2025

Via Regular U.S. Mail

Via E-mail: amy@swfln.org

The Southwest Florida Library Network, Inc.
Attention: Amy-Jane McWilliam, Executive Director
13120 Westlinks Terrace, Unit 3
Fort Myers, Florida 33913

Re: Letter of Understanding between DeSoto County ("County") and The Southwest Florida Library Network, Inc. ("SWFLN") (collectively, the "Parties")

Dear Ms. McWilliam:

This will confirm the County's agreement to provide desk space and incidental support/accommodations, as more particularly described below, to SWFLN for use by two (2) SWFLN employees ("Employees") at the DeSoto County Library located at 125 N Hillsborough, Arcadia, FL 34266 (the "Library"), and in exchange, SWFLN will make their available programming resources available to the County's Library.

RECITALS:

WHEREAS, SWFLN is a not-for-profit corporation, organized in the State of Florida, with a mission of helping member libraries by providing cost-effective sharing of library materials, staff training and education, and to help libraries make well informed technology decisions; and

WHEREAS, SWFLN promotes library services for all of its members, including the County; and

WHEREAS, SWFLN is in need of limited workspace for two (2) SWFLN Employees, and the Library has an available desk for the Employees' use; and

WHEREAS, the Parties agree to be bound by this letter of understanding between the County and SWFLN, and be subject to the following terms and conditions:

TERMS AND CONDITIONS:

1. The County shall make a desk available at the Library for use by two (2) SWFLN Employees during regular business hours of the Library.
2. The County agrees to provide the Employees with WiFi service, the same as which is provided to the general public.
3. The Employees shall be provided access to photocopy and scanning equipment; however, the access provided shall be the same as the access provided to the general public.
4. The County shall provide all utilities, inclusive of electricity, and water.

5. The County shall provide the Employees with access and use of all common areas, including the restrooms, and breakroom (together with the equipment in the breakroom, comprising of the refrigerator, microwave, etc).
6. SWFLN understands and agrees that the County will not be providing a dedicated phone line or dedicated assigned parking spaces for use by Employees.
7. To the fullest extent permitted by law, SWFLN shall indemnify, defend (by counsel reasonably acceptable to the County) protect and hold the County, and its officers, employees, contractors, and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom) arising out of or resulting from the Employees' use of the Library and associated facilities, and this Agreement.
8. The term of this Agreement shall commence on July 8, 2025, and shall continue for an initial term of five (5) years. Any extensions of the initial term stated herein shall only be effectuated in writing, and by mutual consent of the Parties.
9. This Agreement may be terminated for convenience by either Party in writing.

Please sign and date your signature below to confirm your agreement with the above terms and conditions.

Sincerely,

Chairman J.C. Deriso

ACCEPTED BY SWFLN

Signature

Print Name

Title

Date: _____

cc: Mandy Hines, County Administrator
Valerie Vicente, County Attorney
Linda Waters, County Librarian