

MEMORANDUM OF UNDERSTANDING
BETWEEN GRANITE CITY AREA COMMUNITY FOUNDATION
AND SIX MILE REGIONAL LIBRARY DISTRICT
FOR DOLLY PARTON'S IMAGINATION LIBRARY

This MEMORANDUM OF UNDERSTANDING made and entered into on September 23, 2024, by and between Granite City Area Community Foundation (GCACF) and Six Mile Regional Library District (SMRLD) regarding Dolly Parton's Imagination Library (DPIL) program.

WITNESSETH:

Whereas GCACF is the official local program partner/affiliate for DPIL on behalf of SMRLD and the children residing in 62040; and

Whereas GCACF has created a Designated Charitable Fund specifically to collect donations and distribute funds to DPIL; and

Whereas SMRLD has led the efforts to bring DPIL to the children of 62040;

NOW, THEREFORE, the parties agree as follows:

1. GCACF agrees to sign all agreements with the Dollywood Foundation to host DPIL in the 62040 community. Additionally, GCACF agrees to partner with the United States Post Office for non-profit mailing rates.
2. SMRLD shall use the Dollywood Foundation's registration and delivery system to distribute one (1) book per month, free of charge, to each child in the 62040 geographical area that has been registered per the guidelines established by the Dollywood Foundation, which may change from time to time.
3. SMRLD agrees to use the name "Dolly Parton's Imagination Library" and the official logo in any written references to the Book Gifting Program, which shall include, but not be limited to, all brochures, fact sheets, advertisements, digital media, book labels, leaflets, annual reports, prospectuses, and any other forms of public written or digital communications about the Book Gifting Program and "Dolly Parton's Imagination Library" (the "Materials"). Before utilizing any Materials, SMRLD agrees to submit draft versions of all such Materials it will use for the Book Gifting Program to DPIL for review and approval. SMRLD agrees to only use Materials that have been approved by the Regional Director or Marketing Department.
4. SMRLD agrees to make "Dolly Parton's Imagination Library", through the Book Gifting Program, available to every child under five in the 62040 Geographic Area. SMRLD shall make reasonable efforts to register every child under the age of five and shall accept all pending registrations into "active" status before each monthly book order.
5. SMRLD shall register the home residence of each child for the delivery of the books, through the use of the United States Postal Service.
6. SMRLD agrees that the registration list shall be used solely for activities clearly related to "Dolly Parton's Imagination Library", the Book Gifting Program, and this Agreement and SMRLD will not sell or use the registration list for any other purpose. Additionally, SMRLD agrees not to solicit the parents or guardians of any and all active participants in the Book Gifting Program for fees or donations of any

kind. SMRLD agrees to abide by the Data Sharing Agreement attached to the Dollywood Foundation Agreement with GCACF as Addendum B.

7. Currently, the approximate cost of the books and postage is \$26.00 per child enrolled per year, which is subject to change. SMRLD understands that it is responsible for (i) securing adequate funding to pay for monthly books, (ii) GCACF for mailing costs through the Foundation, (ii) SMRLD registering children from birth to their fifth birthday (5) in the 62040 Geographical Area for the Book Gifting Program; and (iii) GCACF and SMRLD carrying out its other obligations as established by the Dollywood Foundation Agreement with GCACF. GCACF and SMRLD understand and agree that the Dollywood Foundation does not provide any funding to the GCACF or SMRLD.

8. GCACF shall pay the monthly invoices from the Foundation in full by the due date listed on each invoice. GCACF shall utilize one of the payment options following the Dollywood Foundation's Payment Policy attached to the Dollywood Foundation Agreement as Addendum C.

9. SMRLD shall obtain written permission from the Dollywood Foundation's Book Publishing Partner to (i) use cover and internal artwork; and/or (ii) perform live dramatic performances, from the books distributed to SMRLD through the Book Gifting Program. SMRLD agrees to contact the Dollywood Foundation, in writing, with any requests concerning (i) and (ii) herein.

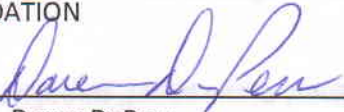
10. GCACF and SMRLD agree at all times to indemnify and save harmless either from and against any claims, actions, damages, liabilities, and expenses, including, but not limited to, attorneys' and other professional fees and expenses, in connection with loss of life, personal injury and/or damage arising from the use of the Book Gifting Program, or arising from any breach or default in the performance of any obligation on either part to be performed under this Memorandum, or resulting from or arising out of the act or omission of either, its agents, employees or invitees.

11. No provision of this Memorandum shall be deemed waived or amended except by a written instrument setting forth the matter waived or amended and signed by the party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion.


12. This Memorandum shall commence on and be effective September 23, 2024, and shall expire one (1) year thereafter (the "Term"). The Memorandum shall automatically renew each subsequent year (the "Renewal Term") unless written notification is provided by either party to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day, month, and year first above written.

GRANITE CITY AREA COMMUNITY
FOUNDATION

By: 
Name: Daren DePew
Title: President
Date: 9/23/24

SIX MILE REGIONAL LIBRARY DISTRICT

By: 
Name: Tina Hubert
Title: Executive Director
Date: 9-23-2024