

ATTACHMENT H

APPROVAL OF PARKING AGREEMENT WITH ELMHURST ART MUSEUM

A Memorandum of Understanding (MOU) between the Elmhurst Art Museum and the Library has been drafted based upon the MOU that exists between the City of Elmhurst and the Library for the staff parking lot. The Library agrees to pay the Museum four hundred dollars per space per year for forty five (45) parking spaces to be used by Library patrons. The cost per year for the Library is eighteen thousand dollars (\$18,000).

THEREFORE BE IT RESOLVED that Administrative Staff is authorized to enter into a Memorandum of Understanding with the Elmhurst Art Museum to rent forty five (45) parking spaces at a rate of four hundred dollars (\$400) per year per space for a total of eighteen thousand dollars (\$18,000). The agreement will be reviewed yearly by Library staff for renewal based on Library parking needs.

MEMORANDUM OF UNDERSTANDING BETWEEN THE ELMHURST ART MUSEUM
AND THE ELMHURST PUBLIC LIBRARY REGARDING THE USE OF FORTY FIVE (45)
PARKING SPACES BY LIBRARY PATRONS

I. PURPOSE AND INTENT

- A. This Memorandum of Understanding ("MOU") between the Elmhurst Art Museum ("Museum") and the Elmhurst Public Library ("Library") is entered into for the purpose of making parking spaces available for Library patrons to specify the locations of such spaces and the terms and conditions of their use and to set forth the respective responsibilities of the Museum and Library in connection therewith.
- B. The parking spaces which are the subject of the MOU are located in the Museum parking lot located southeast of the Elmhurst Public Library Building and within the Museum owned parking lot located at 150 S. Cottage Hill Avenue in Elmhurst. The total number of spaces made available for use by the Library shall be forty five (45) and shall be those shown on exhibit "A", attached hereto and made part hereof.

II. MUSEUM RESPONSIBILITIES

- A. The Museum agrees to make available forty five (45) parking spaces in the parking lot it owns at 150 S. Cottage Hill Avenue, Elmhurst, IL. Such parking spaces shall be available for use by the Library and Museum patrons during regular hours of operation. The Museum agrees to maintain the parking spaces and lot of which they are part in the same manner and at the same level that is currently in place for their patrons.

III. LIBRARY RESPONSIBILITIES

- A. The Library agrees to pay the Museum \$400 per space per year (\$18,000) for the aforesaid parking spaces. Such rate shall not increase without six months (6) notice from the Museum.
- B. The Library agrees that the use of the parking spaces shall be exclusively for Library and Museum patrons.

IV. TERM

This Agreement shall commence on May 1, 2016 and shall continue on a month to month basis. Either party hereto may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination by the Museum, any rental amounts prepaid by the Library will be refunded by the Museum pro rata.

V. NOTICE

Any notice required or permitted under this Agreement shall be given in writing and mailed with postage prepaid or by personal service to the following persons:

If to the Museum: Jenny Gibbs
 Museum Director
 150 S. Cottage Hill
 Elmhurst, IL 60126

If to the Library: Mary Beth Harper
 Library Director
 125 S. Prospect Ave.
 Elmhurst, IL 60126

Or to such other persons or addresses, provided notice thereof is given in accordance with this section.

VI. SUPPORTING DOCUMENTATION

The following documentation is attached and made part of this MOU:
Exhibit "A", being a map illustrating the location of the parking lot and parking spaces.

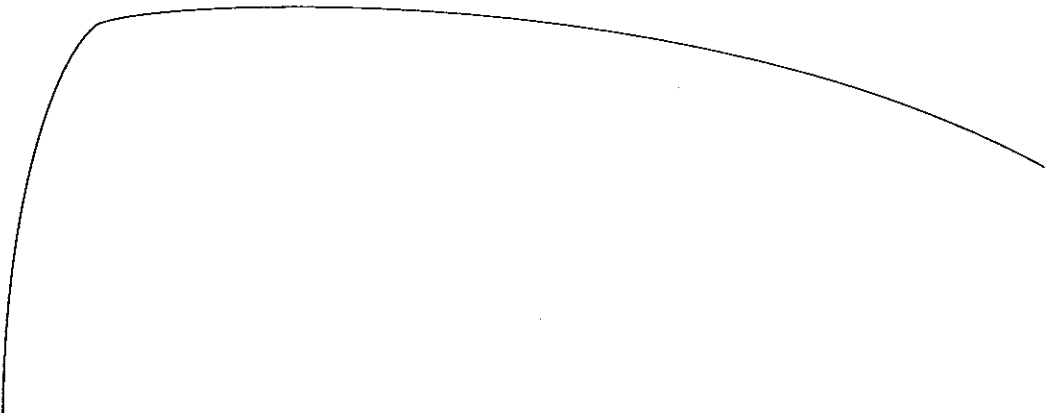
IN WITNESS WHEREOF, the lawful representatives of the parties have caused this MOU to be signed as follows:

Elmhurst Art Museum

Elmhurst Public Library

Jenny Gibbs, Museum Director

Mary Beth Harper, Library Director

[illegible]

Cottage Hill Avenue