THE CHANCELLOR RECOMMENDS:

that the Board of Trustees authorizes the Chair to execute an option to renew the Intergovernmental Agreement with the Chicago Park District for the operation of the Fountain Café at Buckingham Fountain by the Washburne Culinary Institute for the period beginning no sooner than January 8, 2015 through October 31, 2015, with payment to the Chicago Park District of 60% share of the net income from operations.

VENDOR:   Chicago Park District
          541 North Fairbanks Court
          Chicago, Illinois 60611

ORIGINAL TERM:
The original term of the agreement commenced June 15, 2009 and ended on October 31, 2014.

RENEWAL TERM:
The renewal term of the agreement shall commence no sooner than January 8, 2015 and continue through October 31, 2015.

SCOPE OF SERVICES:
The Chicago Park District and the City Colleges of Chicago will allow continued operation of a gourmet café at Buckingham Fountain by the Washburne Culinary Institute providing retail sale of food and beverage concessions.

BENEFIT TO CITY COLLEGES OF CHICAGO:
The Chicago Park District and the City Colleges of Chicago agreed on the operation of a gourmet café at Buckingham Fountain by the Washburne Culinary Institute in 2009 and given the success of the initial cooperation, the City Colleges of Chicago and the Chicago Park District hereby propose to continue the operation of a gourmet café called the Washburne Café at Chicago’s historic
Buckingham Fountain to be located at the existing north-east concession kiosk and the surrounding space.

**MBE/WBE COMPLIANCE:**
The Office of Contract Compliance has reviewed the Intergovernmental Agreement referenced above and has determined that the Board Approved Participation Plan does not apply due to the nature of the agreement.

**GENERAL CONDITIONS:**
Inspector General – It shall be the duty of each party to the agreement to cooperate with the Inspector General for City Colleges of Chicago in any investigation conducted pursuant to the Inspector General’s authority under Article 2, Section 2.6.4 (b) of the Board Bylaws.

Ethics – It shall be the duty of each party to the agreement to comply with the applicable provisions of the Board’s Ethics Policy adopted January 7, 1993, and an amended by the Board.

Contingent Liability – Pursuant to Section 7-14 of the Illinois Public Community Act all agreements authorized herein shall contain a clause that any expenditure beyond the current the current fiscal year is subject to appropriation in the subsequent fiscal year.

**FINANCIAL:**
**Total:** $5,000 to $20,000 (estimated)
Expense for Fountain Café is payment to Chicago Park District of 60% share of net income from operations.
**Charge to:** Washburne Culinary Program, Washburne Enterprises
**Sources of Funds:** Education Fund, Enterprise Funds
**FY15:** 539000-07005-1240200-68000

Respectfully submitted,

Cheryl L. Hyman
Chancellor

January 8, 2015 – Office of Business Enterprise