

INTERLOCAL AGREEMENT

This Agreement made and entered into this _____ day of _____, 2017, by and between the Corpus Christi Independent School District, hereinafter referred to as "CCISD", and the City of Corpus Christi, a Texas home-rule municipal corporation hereinafter referred to as "City", under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, the CCISD and the City are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, both the City and CCISD represent to one another that each respective party has the authority to enter into this agreement and perform the obligations and duties stated herein; and

WHEREAS, the CCISD and the City specify that each party paying for the performance of said functions of government shall make those payments from current funds available to the paying party.

NOW THEREFORE, this contract is made and entered into by CCISD and City in consideration of the aforementioned recitals and for the mutual consideration stated herein ("The Agreement"):

1. PURPOSE OF AGREEMENT

The purposes of the Agreement are to state the terms and conditions under which CCISD provides facilities and services for City programs and to state the terms and conditions for CCISD's use of City property and City facilities including the American Bank Center.

2. DUTIES OF THE PARTIES

- A. CCISD agrees to make CCISD property available for City programs such as Latchkey, youth sports, and adult sports under the terms and conditions as outlined on attached Exhibit A for City Latchkey programs, and for City athletics.
- B. CCISD agrees to provide transportation services for City programs such programs under the terms and conditions as outlined on attached Exhibit B.
- C. CCISD may agree to provide meals for City youth programs under separate negotiated agreement(s).

- D. The City agrees to provide its property, including the American Bank Center, for CCISD Events under the terms and conditions outlined on attached Exhibit C.

3. **TERM AND TERMINATION**

This Interlocal Agreement shall have a ten year term and shall be effective as of September 1, 2017. The agreement shall renew for successive five-year terms upon mutual consent and written amendment by the parties. This agreement may be terminated in whole or in part at any time by either party upon twelve months' written notice to the other party, or as mutually agreed upon by the parties.

4. **PRIOR AGREEMENTS**

A. The parties agree that the prior Interlocal Agreement between the parties regarding the Latchkey Program (City of Corpus Christi Contract Number 2012-369) has continued in effect until the effective date of this Interlocal Agreement.

B. The parties agree that the prior Interlocal Agreement between the parties regarding the Summer Transportation Program continues in effect until the effective date of this Interlocal Agreement.

C. The parties agree that the prior Interlocal Agreement between the parties regarding the Summer Food program continues in effect until its termination date.

5. **NOTICE**

Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be fax or deposit in the United States Postal Service, first class, return receipt requested to:

TO CCISD:

Brigitte M. Clark
Chief Administrative Officer for CCISD
801 Leopard Street
Corpus Christi, Texas 78403-0110

Copy to:

Brian S. Nelson
General Counsel for CCISD
801 Leopard Street
Corpus Christi, Texas 78403-0110

TO THE CITY:

The City of Corpus Christi Director
of Parks and Recreation
P.O. Box 9277
Corpus Christi, Texas 78469-9277

6. **INDEMNIFICATION**

CCISD and City agree that both CCISD and City shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any sovereign governmental immunity available to either party under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

7. **FISCAL FUNDING**

In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

8. **VENUE**

Venue to enforce this Agreement shall lie exclusively in Nueces County, Texas.

9. **NONDISCRIMINATION**

Parties to this Agreement shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, sexual orientation.

10. **SEVERABILITY**

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

11. **DEFAULT/WAIVER/MITIGATION**

Default shall mean noncompliance with the terms of this Agreement or its exhibits. In the event of any default, the non-defaulting party may provide written notice of said default, and provide opportunity to cure, at least 90 days. It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

12. **HEADINGS**

The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this Agreement and shall not be deemed to affect the interpretation or construction of such provision.

13. **COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14. MERGER AND INTEGRATION

This Agreement and exhibits, if any, attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto.

15. REMEDIES

In the event of any default, the non-defaulting party may provide written notice and at least 90 days to cure. If the default remains uncured, then the nondefaulting party may terminate this Agreement without penalty. This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

16. AMENDMENT

This Agreement may be amended in writing by duly authorized officials of City and District. Modifications which do not change the essential scope and purpose of this Agreement may be approved by the City Manager on behalf of the City, and by the Superintendent on behalf of District.

17. APPROVAL AND EFFECTIVE DATE

This agreement is expressly subject to and contingent upon formal approval by CCISD and its Board of Trustees, if applicable, and by resolution of the Corpus Christi City Council. The effective date of the Agreement is September 1, 2017.

IN WITNESS WHEREOF this Agreement has been executed on behalf of the CCISD and the City of Corpus Christi in the manner provided by law.

THE CITY OF CORPUS CHRISTI

By: _____
Margie C. Rose
City Manager

Date: _____

ATTEST:

By: _____
Rebecca Huerta, City Secretary

APPROVED AS TO FORM:

By: _____
Lisa Aguilar, Assistant City Attorney
For City Attorney

CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT

By: _____
Roland Hernandez, Ph. D. Superintendent

Date: _____

Approved by:

Brigitte Clark
Chief Administrative and Financial Officer

Date: _____

Approved by:

Arnulfo Gonzalez
Director of Purchasing

Date: _____

Approved as to Legal Form:

By: _____
Brian S. Nelson
General Counsel for CCISD

Date: _____

EXHIBIT A
PAGE 1
REGARDING TERMS AND CONDITIONS FOR USE OF CCISD FACILITIES

1. CCISD agrees to provide school buildings and playground facilities for the City programs subject to availability of CCISD facilities. This includes building utilities such as water, gas, electricity; use of tables, chairs, televisions and DVD players (if available); and access to telephones for emergency calls, and to playground facilities. CCISD will provide access to sufficient number of restrooms to meet site capacity.
2. CCISD agrees to conduct joint site inspections with the City to determine compliance with applicable safety codes. At the date and time agreeable to CCISD, this includes yearly fire and gas line inspections and continual monitoring and repair of alarm systems and safety equipment. The City must immediately report to CCISD any known damage to the CCISD facility that occurs while in use for the City program.
3. CCISD agrees to provide reasonable health care supplies, including lined trash cans, soap, paper towels, and toilet paper for each site.
4. CCISD agrees to provide reasonable daily custodial maintenance which may include the emptying of trash containers, sweeping and mopping of floors, and cleaning of all space utilized by the City program.
5. Once the parties have identified a location and schedule for the City program at the CCISD location, then the City program shall not be relocated, except upon at least 24 hours advance prior written approval from both the City and CCISD. However, no relocation of the program is to occur between 3:30 p.m. and 5:00 p.m.
6. The City is responsible for administration of the entire City programs, including setting and collecting fees, providing and monitoring rules and regulations related to student discipline; replacing items that are damaged during the City programs.
7. The City will reimburse CCISD for the damage or loss at replacement value of any damage which occurred during the City use of the property for the Latchkey or other City program. CCISD will provide proof of value of damaged or lost items by providing the City with any or all of the following: fixed asset records, purchase order, or copies of invoice.
8. The City shall be responsible for all City program activities including arts and crafts and structured recreational play.
9. During the City programs at CCISD facilities, the City shall provide the following: cleaning the tops of tables and placing trash in trashcans; cleaning chairs; placing chairs under tables; and returning furniture and fixtures to their original arrangements. For safety purposes, City personnel will be instructed to not place chairs on top of tables.
10. City staff will prohibit the use, sale or possession of tobacco products, alcoholic beverages, illegal drugs, and firearms on school property by staff, students, parents and other visitors.
11. The City will maintain all licenses as may be required by the State of Texas. Monitors for City programs licensed by the State may make random visits to determine compliance with State guidelines. CCISD may request and City will provide a copy of any State issued certification or license for the City program conducted at the CCISD facility.

EXHIBIT A
PAGE 2
REGARDING TERMS AND CONDITIONS FOR USE OF CCISD FACILITIES

12. Site selection is based on need for services as determined by community survey(s) and by availability of required space and fixtures. Selection is also based on access to restrooms, janitorial service availability, and other criteria as determined by the CCISD and the City's Park & Recreation Department. Current space requirements for the City Latchkey program are a minimum of 30 square feet of indoor play space per child. If the City is cited for licensing violations that are due to facility non-compliance issues, the City reserves the right to cease operating the Latchkey Program at that site based upon the compliance date established in the citation unless the CCISD chooses to remedy the non-compliance at its cost or allows the City the right to implement non-structural remedies at its cost. All activities conducted in accordance with this Agreement must be conducted exclusively on a school campus of the CCISD pursuant to this Interlocal Agreement.
13. CCISD does not give up ultimate control of the facilities and retains the right to enforce all necessary laws, rules and regulations, as well as the right to make announcements as CCISD may deem necessary in the interest of public safety. The City will cooperate and cause its agents and employees to cooperate with the delivery of such announcements.
14. **FEES FOR USE OF CCISD FACILITIES.** Starting on the first day of school in a given CCISD school calendar year, the City shall be invoiced by CCISD for 100% of CCISD electricity costs for the various CCISD facilities used for City programs, based upon the hourly rate schedule provided by CCISD to the City at the start of the CCISD school year. CCISD will invoice the City at the end of each calendar month based upon the City's actual hourly use of the CCISD facility. The hourly rate schedule for City Latchkey program during the 2017-2018 CCISD school year is attached as "CCISD Latchkey Use of District Facilities 2017-2018". The CCISD facilities hourly rates for other City programs are listed on attached "Facility Fee Schedule 2017."

City Latchkey Use of District Facilities 2017-2018

Zone Chg				Hours	Cost/Day	# Days	Total Cost
Barnes	Afterschool	9-1-17 / 5-30-18	\$21.34	3	\$64.02	176	\$11,267.52
Berlanga	Afterschool	9-1-17 / 5-30-18	\$21.34	3	\$64.02	176	\$11,267.52
Calk-Wilson	Afterschool	9-1-17/5-30-18	\$21.34	3	\$64.02	176	\$11,267.52
Calk-Windsor Pk	Afterschool	9-1-17 / 5-30-18	\$12.67	3	\$38.01	176	\$6,689.76
Club Estates	Afterschool	9-1-17 / 5-30-18	\$11.67	3	\$35.01	176	\$6,161.76
Dawson	Afterschool	9-1-17 / 5-30-18	\$21.34	3	\$64.02	176	\$11,267.52
Galvan	Afterschool	9-1-17 / 5-30-18	\$15.00	3	\$45.00	176	\$7,920.00
Garcia	Afterschool	9-1-17 / 5-30-18	\$21.34	3	\$64.02	176	\$11,267.52
Hicks	Afterschool	9-1-17 / 5-30-18	\$21.34	3	\$64.02	176	\$11,267.52
Houston	Afterschool	9-1-17 / 5-30-18	\$16.34	3	\$49.02	176	\$8,627.52
Jones	Afterschool	9-1-17 / 5-30-18	\$15.00	3	\$45.00	176	\$7,920.00
Kolda	Afterschool	9-1-17 / 5-30-18	\$21.34	3	\$64.02	176	\$11,267.52
Meadowbrook	Afterschool	9-1-17 / 5-30-18	\$15.67	3	\$47.01	176	\$8,273.76
Menger	Afterschool	9-1-17 / 5-30-18	\$13.34	3	\$40.02	176	\$7,043.52
Metro-E	Afterschool	9-1-17 / 5-30-18	\$20.00	3	\$60.00	176	\$10,560.00
Mireles	Afterschool	9-1-17 / 5-30-18	\$21.34	3	\$64.02	176	\$11,267.52
Montclair	Afterschool	9-1-17 / 5-30-18	\$12.67	3	\$38.01	176	\$6,689.76
Moore	Afterschool	9-1-17 / 5-30-18	\$14.67	3	\$44.01	176	\$7,745.76
Sanders	Afterschool	9-1-17 / 5-30-18	\$14.34	3	\$43.02	176	\$7,571.52
Schanen	Afterschool	9-1-17 / 5-30-18	\$14.34	3	\$43.02	176	\$7,571.52
Smith	Afterschool	9-1-17 / 5-30-18	\$14.00	3	\$42.00	176	\$7,392.00
Webb	Afterschool	9-1-17 / 5-30-18	\$21.34	3	\$64.02	176	\$11,267.52
Woodlawn	Afterschool	9-1-17 / 5-30-18	\$13.34	3	\$40.02	176	\$7,043.52
Yeager	Afterschool	9-1-17 / 5-30-18	\$14.67	3	\$44.01	176	\$7,745.76

Total Afterschool Latchey	\$216,363.84
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Galvan	Thanksgiving Break	11-20-17 / 11-24-17	\$15.00	3-4-5 Art/Music/Café	12	\$180.00	5	\$900.00

Total Thanksgiving Break	\$900.00
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Galvan	Winter Break	12-18-17 / 12-29-17	\$15.00	3-4-5 Art/Music/Café	12	\$180.00	9	\$1,620.00

Total Winter Break	\$1,620.00
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Galvan	Spring Break	3-12-18 / 3-16-18	\$15.00	3-4-5 Art/Music/Café	12	\$180.00	5	\$900.00

Total Spring Break	\$900.00
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Dawson	Summer	6-11-18 / 8-4-18	\$21.34	3-4-5-12 Art/Music/Café/Dat	12	\$256.08	40	\$10,243.20
Galvan	Summer	6-11-18 / 8-4-18	\$15.00	3-4-5 Art/Music/Café	12	\$180.00	40	\$7,200.00
Hicks	Summer	6-11-18 / 8-4-18	\$21.34	2-3-7-9-10 Art/Music/Café/AR/CRs	12	\$256.08	40	\$10,243.20
Smith	Summer	6-11-18 / 8-4-18	\$14.00	Entire Campus	12	\$168.00	40	\$6,720.00

Total Summer Latchkey	\$34,406.40
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Total Energy	\$254,190.24
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Facility Fee Schedule 2017

Elementary Schools	Cafeteria	Library	Classrm	Gym	All Zones
Allen	\$32	\$25	\$32		\$51
Barnes	\$38	\$32	\$32		\$64
Berlanga	\$38	\$32	\$32		\$64
Calk	\$25	\$19	\$25		\$42
Club Estates	\$25	\$19	\$25		\$42
Crockett	\$32	\$25	\$32		\$51
Dawson	\$38	\$32	\$32		\$64
Evans	\$34	\$24	\$34		\$52
Fannin	\$25	\$19	\$25		\$42
Galvan	\$25	\$19	\$32		\$42
Garcia	\$38	\$32	\$32		\$64
Gibson	\$25	\$19	\$25		\$42
Hicks	\$38	\$32	\$32		\$64
Houston	\$25	\$19	\$32		\$42
Jones	\$25	\$19	\$25		\$42
Kolda	\$38	\$32	\$32		\$64
Kostoryz	\$32	\$25	\$25		\$51
Los Encinos	\$25	\$19	\$25		\$42
Meadowbrook	\$25	\$19	\$32		\$42
Menger	\$25	\$19	\$25		\$42
Metro E	\$32	\$25	\$25	\$32	\$51
Mireles	\$38	\$32	\$32		\$51
Montclair	\$25	\$19	\$25		\$42
Moore	\$25	\$19	\$32		\$42
Oak Park	\$38	\$32	\$32		\$64
Sanders	\$32	\$25	\$25		\$51
Schanen Estates	\$32	\$25	\$38		\$51
Shaw	\$32	\$25	\$32		\$51
Smith	\$32	\$25	\$32		\$51
Travis	\$25	\$19	\$25		\$42
Webb	\$38	\$32	\$32		\$64
Wilson					
Windsor Park	\$25	\$19	\$25		\$42
Woodlawn	\$32	\$25	\$32		\$51
Yeager	\$25	\$19	\$32		\$42
Zavala	\$38	\$32	\$32		\$64

Middle Schools	Cafeteria	Library	Classrm	Gym	All Zones
Adkins	\$32	\$25	\$63	\$63	\$120
Baker	\$32	\$25	\$25	\$32	\$88
Browne	\$32	\$25	\$63	\$32	\$88
Cullen	\$32	\$25	\$25	\$32	\$75
Cunningham	\$32	\$25	\$25	\$32	\$75
Driscoll	\$32	\$25	\$32	\$32	\$120
Grant	\$32	\$25	\$38	\$32	\$95
Haas	\$32	\$25	\$38	\$32	\$95
Hamlin	\$32	\$25	\$25	\$32	\$78
Kaffie	\$63	\$25	\$63	\$63	\$120
Martin	\$32	\$25	\$38	\$32	\$76
South Park	\$32	\$25	\$25	\$32	\$88

Excludes
Gyms

High Schools	Cafeteria	Classrm	Old Gym	New Gym	All Zones
Carroll	\$38	\$63	\$38	\$38	\$177
King	\$63	\$63	\$63	\$38	\$185
Miller	\$38	\$114	\$38	\$38	\$205
Moody	\$63	\$88	\$63	\$38	\$219
Ray	\$38	\$88	\$63	\$38	\$222
Veterans	\$63	\$63	\$63	\$63	\$250

No Public Auditorium Rentals \$ 65.00

Excludes
Gyms

Other	Cafeteria	Assembly	Classrm	Gym	All Zones
Admin. Bldg					\$35
Branch	\$38		\$38		\$64
Coles	\$25	\$63	\$45		\$88
Lamar	\$25		\$25		\$45
Grett / Lozano	\$25		\$25		\$45

Sports Events	Base Avg	Seats
Buc Stadium	\$2,400	10,000
Cabaniss Football	\$2,400	8,000
Cabaniss Baseball	\$1,000	
Cabaniss Softball	\$1,000	
Cabaniss Soccer	\$1,025	
High School Basketball	\$665	1,325
High School Baseball	\$200	50
High School Soccer	\$200	50

Facility Rentals: + 2 hours cool down

Portables	\$15 per hour
Covered Play Areas	\$25 per night
Tennis Court Lights	\$25 per hour
Security/Police	\$25/\$25/hour - required over 100 people 3 hour minimum
Custodians	\$25/hour - 3 hour minimum
Metro E Auditorium	\$38/hour seats 600 + Facilitator Charge \$25/hr
Miller Auditorium	\$114/hour seats 825 + Facilitator Charge \$25/hr
Veterans Auditorium	\$65/hour seats 994 + Facilitator Charge \$25/hr
Ray Old Gym holds 1876, Carroll New 1304, King New 1381, Miller New 1329, Moody New 1350	

TERMS AND CONDITIONS REGARDING CCISD TRANSPORTATION SERVICES

1. **Services to be provided.** CCISD shall review and consider requests to provide its CCISD school buses (including ADA accessible school buses) and CCISD-employed school bus drivers as needed by the City for transportation for City program field trip activities. Transportation requests will be considered on a trip by trip basis dependent on the availability of buses and staff.
2. **Consideration.** For City budget year 2017-2018, the City shall pay CCISD \$2.00 per mile for each mile traveled from the CCISD's bus barn to the activity site and back to the CCISD's bus barn. In addition, the City agrees to pay \$30 per hour per bus driver. In future City budget years, the price may be increased by up to ten (10) percent upon agreement of the Director of Parks and Recreation and the CCISD Superintendent. CCISD agrees to provide the City with at least 90 days advance written notice of any increases. This payment shall be full compensation to the CCISD for the costs of the school buses, the fuel to run the buses, all maintenance costs for the buses, fleet liability insurance, salary for the bus drivers, and all other related costs and expenses to the CCISD.
3. **Billing.** The CCISD shall bill the City on a monthly basis, except for summer. CCISD shall bill the City for entire summer program in one invoice. City shall pay the bill within two Fridays after receipt of the bill out of current City revenue.
4. **CCISD Bus Maintenance.** The CCISD will maintain its buses at its bus maintenance facility during the term of this Agreement as a part of the consideration.
5. **CCISD Bus Drivers.** The school bus drivers assigned by the CCISD to provide services under this Agreement shall be CCISD employees for all purposes. The school bus drivers are not City employees for any purpose.
6. **Coordination.** The City's Director of Park and Recreation, or designee, shall place a weekly order with the representative from CCISD, or their designee, for the number of buses needed, the sites at which the buses are needed, the address of the activity to be undertaken from each site, the time at which the buses must arrive at each site to pick up the various program participants, and the time at which the buses must arrive at each activity site to pick up the various program participants to return them to their respective sites. Transportation requests will be placed no later than seven days prior to date of departure. As per licensing, buses must remain on site during Latchkey field trips.
7. **Governmental Service.** This Agreement is between the City and the CCISD for the purpose of providing transportation between the various City Program sites and activity sites.
8. **Insurance.** CCISD agrees to provide following insurance and name City as additional insured: vehicle liability coverage in limits provided by Texas Tort Claims Act for CCISD of \$100,000 per person, \$300,000 per occurrence, and \$100,000 per occurrence of property damage. CCISD also agrees to provide worker's compensation coverage as required by law. In the alternative if CCISD is self insured, CCISD may provide City Director of Parks and Recreation with a letter confirming self insurance coverage in accordance with applicable law.

EXHIBIT C
PAGE 1

REGARDING TERMS AND CONDITIONS FOR USE OF CITY FACILITIES FOR CCISD EVENTS

1. The City agrees to provide its building facilities, including the American Bank Center, for required CCISD events, subject to availability and execution of separate rental agreement. This includes building utilities such as water, gas, electricity and access to telephones for emergency calls, use of tables, chairs, and restroom facilities which shall include all restroom supplies. The City will provide access to sufficient number of restrooms to meet site capacity.
2. The City agrees to provide the American Bank Center for the following annual CCISD events, at the indicated amounts for all items listed in paragraph 1 above for school year 2017-2018:

A.	<u>CCISD Holiday Concert</u>	<u>\$5,007.00</u>
B.	<u>CCISD Coastal Bend Area College Night & Career Expo</u>	<u>\$6,357.00</u>
C.	<u>CCISD State of the District</u>	<u>\$9,657.00</u>
D.	<u>CCISD Graduations</u>	<u>\$47,912.00</u>
E.	<u>CCISD Teacher of the Year</u>	<u>\$3,957.00</u>

This pricing is subject to basic staffing levels sufficient to provide adequate and safe operation of the American Bank Center based upon CCISD needs determined by the management company of the American Bank Center. Additional staffing requested by CCISD above and beyond basic staffing levels (such as but not limited to: camera personnel, concierge, merchandise sellers, EMT, house lighting technician, set/strike scaffolding) will result in additional labor costs.

In addition, use of equipment (defined as but not limited to: tables, chairs, podium, table skirts, microphones, etc) will be separately charged along with labor costs in setting up the equipment.

Additional expenses will be charged related to use of the American Bank Center, including, but not limited to, when applicable:

- Advertising, catering, stagehands, production (sound & lights) and insurance.
- Deposit of 25% at the time of booking.
- 3% surcharge on credit cards used at the American Bank Center Box Office only.
- \$2 facility fee on each ticket sold.

- Merchandise fee of 25% of net sales and 10% fee of CD/DVD net sales.
- Applicable taxes.
- Parking fee for patrons to park in American Bank Center parking lots, currently \$5 per space.

All such costs for the use of the American Bank Center shall be increased in each year by the percentage change in the Consumer Price Index – All Urban Consumers (CPI-U) -- U.S. City Average – All Items, during the immediately preceding year, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, or any revised or successor index hereafter published by the Bureau of Labor Statistics or other agency of the United States Government succeeding to its functions.

3. **Other City facilities.** Fees for all other City facilities will be charged at rates based on the standard City fee schedule for the facility, or if no standard fee schedule in effect for the facility, then a separate fee will be negotiated.