

**LEASE AGREEMENT BETWEEN THE CITY OF CORPUS CHRISTI AND
COASTAL BEND FRIENDS OF AQUATICS REGARDING USE OF PARKER
POOL**

**THE STATE OF TEXAS §
 §
COUNTY OF NUECES §**

KNOW ALL BY THESE PRESENTS:

This Lease Agreement made and entered into the _____ day of _____ between the City of Corpus Christi (hereinafter referred to as the (CITY) and the Coastal Bend Friends of Aquatics *dba* Parker Pool Patriots (hereinafter referred to as the Lessee).

WHEREAS, the “CITY” is a Texas home rule municipal corporation (“City”), acting through its duly authorized City Manager or designee (“City Manager”);

WHEREAS, the “Lessee”, is a Texas non-profit corporation organized as a tax exempt charitable organization under Internal Revenue Code section 501-3(C) and existing in good standing under the laws of the State of Texas;

WHEREAS, the CITY and the Lessee find Lessee has previously operated its swimming programs at City facilities;

WHEREAS, the CITY owns and maintains Parker Pool, 654 Graham Road in Corpus Christi, Nueces County, Texas as shown on Exhibit A, (“Premises”);

WHEREAS, the Lessee wishes to enter into an Agreement to use the Parker Pool for its aquatic programs; the CITY desires to allow Lessee to use Premises for its aquatic programs;

WHEREAS the CITY wishes for Lessee to also open Parker Pool for general public swim on a mutually agreed upon schedule;

NOW, THEREFORE, City and Lessee, in consideration of the mutual promises and covenants herein, agree as follows:

Section 1. Initial Term. Subject to the remaining terms and conditions hereof, City agrees to lease to Lessee Premises including Parker Pool for five years, beginning on day after final City council approval.

Section 2. Contact Person/Agreement Administrator. For this agreement the CITY’s contact person and Agreement administrator is the Director of Park and Recreation (“Director”) or the Director’s designee.

Section 3. Premises and Improvements. The CITY will provide the Premises, as described and

delineated in Exhibit "A", which is attached and incorporated in this Agreement by reference, and including, without limitation, all other improvements to the Premises ("Improvements"), such as the fences, irrigation systems, and the grassed areas, **all in AS IS condition.**

Section 4. Consideration. In consideration of the CITY's grant of use Parker Pool, the Lessee will operate aquatic programs with as described in Exhibit B. As additional consideration, Lessee shall operate Parker Pool for general public swim each summer day for at least four hours per day, Tuesday through Saturday and at other times as mutually agreed upon by Lessee and the Director of Parks and Recreation, with user fees paid to Lessee not exceeding the fees as being charged by City for other City public pool use. As additional consideration, Lessee must maintain and keep the Premises and all Improvements in good operating condition. City has no obligation for any maintenance nor repairs at the Premises. At a minimum, maintenance includes:

- A. Lessee shall pick up and properly dispose of litter on a daily basis;
- B. Lessee must immediately report any vandalism occurring at the Premises to the Director, or his designee, and the Corpus Christi Police Department, Nueces County, Texas;
- C. Lessee shall perform a chemical check of the pool's water every two hours to ensure that the pool water meets the standards found in the City's Code of Ordinances, Section 23-57, as amended, and in compliance with all other applicable State laws and regulations;
- D. Lessee shall maintain a daily chemical log, including the times pool chemical checks are made and related results of each chemical check;
- E. Lessee shall vacuum (with Lessee supplied vacuum) the pool, remove debris from the water, and sweep the pool area as needed;
- F. Lessee shall monitor the pool's restrooms and/or other areas regularly each day to prevent inappropriate behavior by attendees;
- G. Lessee shall provide all emergency medical and rescue equipment standard at all other CITY owned and operated pools including but not limited to Life Vests, A.E.D., Backboard, Oxygen, Guard Chairs, Guard equipment;
- H. Lessee will clean and disinfect the pool's restrooms daily, making sure that toilets are flushed and leaving one cup of bleach in each toilet as a disinfectant;
- I. Lessee is solely responsible for obtaining and payment for all utilities at the Premises, including but not limited to: electricity, water, wastewater, telephone, and garbage pickup;
- J. Lessee shall purchase and utilize chemicals and equipment necessary to keep and maintain pool in compliance with all applicable Federal, State and Local laws and regulations.

Section 5. Understanding. Lessee acknowledges and understands that use of the Premises

expressly is conditioned on the understanding that the Premises and all Improvements must be returned in as good condition as received, reasonable use and wear, acts of God, fire and flood damage or destruction, where Lessee is without fault, excepted.

Section 6. Joint Use.

The City retains option to request use of the Premises at mutually agreed upon times.

Section 7. Primary Purposes. Lessee shall utilize the Premises for the purpose of providing its swim program as described on Exhibit B, for its membership, such membership open to the public upon payment of membership fees to Lessee, as described on Exhibit B. Lessee shall also utilize the Premises for the purpose of staffing and operating Parker Pool for general public swim. Any other use of the Premises requires prior written approval of the City Director of Parks and Recreation.

Section 8. Operating Safely.

A. Lessee covenants that it will operate the Premises in a safe manner, and in compliance with all applicable Federal, State and Local laws and regulations. Lessee shall be responsible for ensuring compliance by itself and its agents, representatives, and employees with the water safety and equipment provisions prescribed in the City's Code of Ordinances, Sections 23-57(5), (6), and (8), as amended, and Section 23-58, as amended.

B. In addition to the above, Lessee shall have on the Premises, at all times during its exclusive use periods, at least one spinal backboard (Lessee provided) capable of carrying an adult.

Section 9. Additions or Alterations.

A. Lessee shall not make cause any construction to the Premises nor to any Improvements without the Director of Engineering Services and Director's prior written approval. If approved, Lessee must obtain clearance, in writing, from the City's Risk Management Department ("Risk Management") that the proposed addition or alteration will be covered under the insurance policy in force during the term of the Agreement before proceeding with any type of addition or alteration to the Premises or to the Improvements.

B. All construction must be made at Lessee's sole expense. All construction installed by Lessee must be repaired and/or replaced at Lessee's expense and may be removed by Lessee at the expiration or termination of the Agreement if they may be removed without damaging the Premises or any Improvements. All additions or alterations made by the Lessee which are not removed at the expiration or termination of this Agreement become the property of City without necessity of any legal action.

C. If constructing New Improvements, Lessee shall ensure that the plans and specifications shall be prepared by state-licensed architects or engineers. The plans and specifications are subject to prior written approval of the City Director of Engineering and City Director of Parks and Recreation, and subject to execution of a separate agreement between the parties.

Section 10. Advertising and Signage. The Director has the right to prohibit any advertising and/or signage by Lessee at the Premises which impairs the reputation of the Premises or the CITY.

Section 11. Security. Lessee shall contract and pay for any and all security it requires during the operation of its program for the Premises for the term of this Agreement.

Section 12. Inspection and Maintenance.

A. The Lessee shall keep and maintain the mechanical equipment and facility structure of the Parker Pool in good operation condition during this Agreement. The City Manager or the Director, or their respective designee, has the right to inspect the Premises at any time.

B. If any inspection reveals that maintenance is not being properly carried out, the Director will provide written notice to Lessee to provide proper maintenance; or inform the Lessee to remedy the maintenance needs (within limitations of this agreement). If Lessee has not completed the work within ten (10) days after receipt of the notice, City may undertake the work and Lessee shall pay City's costs within thirty (30) days of receipt of City invoice. If the Lessee is notified to remedy any maintenance needs outside the agreements it will bill the CITY for cost incurred.

Section 13. Non-Discrimination. Lessee shall not discriminate nor permit discrimination against any person or group of persons, as to employment and in the provision of services, activities, and programs related to this Agreement, on the grounds of race, religion,, national origin, sex, physical or mental disability, or age, or in any manner prohibited by the laws of the United States or the State of Texas.

Section 14. Compliance with Laws.

A. Lessee must comply with all applicable Federal, State, County, and City laws, rules, regulations, and ordinances which may be applicable to its operation at the Premises and its performance under this Agreement. This Agreement is also subject to applicable provisions of the City Charter.

B. All actions brought to enforce compliance will be brought in Nueces County, State of Texas. Where this Agreement was executed and will be performed.

Section 15. Noncompliance Costs. Noncompliance with the terms of this Agreement may result in termination of this Agreement and repossession of the Premises and its Improvements by City or its agents. If City undertakes legal action to enforce compliance or collect damages resulting from noncompliance, Lessee shall pay all CITY's court costs and expenses, including reasonable attorneys' fees.

Section 16. Indemnity. LESSEE must fully indemnify, save and hold harmless the CITY, it's officers, employees, and agents (collectively herein referred to as "Indemnitees") against liability, damage, loss, claims, expenses, costs, judgments, demands and actions of

any nature whatsoever on account of injury or damage to person (including, without limitation on the foregoing, premises defects, workers compensation, and death claims), or property loss or damage which arise out of or are in any manner connected with, or are claimed to arise out of or be in any way connected with, wither proximately or remotely, wholly or in part, an act or omission, negligence or misconduct by Lessee's officers, employees, agents, representatives, servants, contractors, patrons, licensees, or invitees entering upon the Premises for swimming program-related activities undertaken pursuant to this Agreement; or when any said injury or damage is the result, proximate or remote, in whole or in part, of the violation by Lessee's agents, representatives, servants, employees, contractors, patrons, licensees, or invitees of any law, ordinance or governmental order of any kind; or when said injury or damage may in any other way arise from or out of the use or occupancy of the improvements located on the Premises of this Agreement.

Section 17. Insurance.

A. Lessee must secure and maintain at Lessee's expense, during the term of this agreement, a Commercial General Liability insurance policy with the limits and requirements shown on Exhibit "C," which is attached to this Agreement and incorporated in this Agreement by reference.

Section 18. No debts. LESSEE must not incur any debts or obligations on the credit each others behalf during the term of this agreement.

Section 19. Termination.

A. This agreement may be terminated by mutual written consent of both parties without cause.

B. If there is noncompliance with one or more of the provisions contained herein, either party may give written notice to the other party to cure or begin curing the default(s) within ten (10) days of receipt of notice. If there is not compliance or substantial compliance with each provision identified within ten (10) days of receiving said notice, the complying party may terminate this Agreement for cause by providing written notice of termination to the noncomplying party and listing one or more areas of continued noncompliance.

Section 20. Notice.

A. All notices, demands, requests, or replies provided for or permitted under this Agreement, by either party must be in writing and must be delivered by one of the following methods: (1) by personal delivery; (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; or (3) by deposit with an overnight express delivery service, for which service has been prepaid.

B. Notice deposited with the United States Postal Service in the manner described above will be deemed effective two (2) business days after deposit with the United States Postal Service. Notice by overnight express delivery service will be deemed effective one (1) business day after transmission to overnight express carrier.

C. All such communications must only be made to the following:

IF TO CITY:

City of Corpus Christi
Ann: Director of Park & Recreation
P.O. Box 9277
Corpus Christi, TX 78469

IF TO Lessee

Coastal Bend Friends of Aquatics
Attn: Dorrinda Baird-Garza
3702 Tripoli Drive
Corpus Christi, TX 78145

D. Either party may change the address to which notice is sent by using a method set out above. All parties will notify each other of an address change within thirty (30) days after the address is changed.

Section 21. Reporting. Lessee shall submit annual reports to the Parks Director, listing the number of participants of its swimming program, during the term of this Agreement. The reports are due by September 15th of each Agreement year.

Section 22. Construction and Reconstruction Funds.

A. If the City receives funds to construct or reconstruct Improvements at the Premises, Lessee covenants to vacate the portion or portions, up to and including the entirety, of the Premises involved in the construction or reconstruction, should the director deem it necessary, upon thirty (30) days written notice from the Director. The Director, in his sole discretion, shall make the determination as to the size and dimensions of the portion or portions to be vacated with a consideration toward the safety of participants.

B. Lessee has no action for damages against nor will be compensated by the City for loss of use of the Premises and/or Improvements. City has no obligation to provide an alternate location for Lessee during the Improvements construction or reconstruction period. Once construction or reconstruction of the Improvements is complete, the Director will notify Lessee in writing, of the date on which the Premises and Improvements are once again available to Lessee. Lessee's term will not change nor increase if the City requests Lessee to vacate the Premises as set out herein.

Section 23. Amendments. No alterations, changes, or modifications of the terms of this Agreement nor the wavier of any provision will be valid unless made in writing and signed by persons authorized to sign agreements on behalf of each party.

Section 24. Waiver.

A. The failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, will not be deemed a waiver by said party of any its rights hereunder. No waiver of any covenant or condition of this Agreement by either party at any time, express or implied, shall be taken to constitute a waiver of any subsequent breach of the covenant or condition nor shall justify or authorize the nonobservance on any other occasion of the same or any other covenant or condition hereof.

B. If any action by Lessee requires the consent or approval of the City on one occasion, any consent or approval given on said occasion will not be deemed a consent or approval or approval of the same or any other action at any other occasion. Any waiver or indulgence of Lessee's default of any provision of the Agreement shall not be considered an estoppel against the City

C. It is expressly understood that, if at any time Lessee is in default in any of its conditions or covenants hereunder, the failure on the part of the City to promptly avail itself of any rights and remedies which the City may at any time avail itself of said rights and remedies or elect to terminate this Agreement on account of said default.

Section 25. Force Majeure. No party to this Agreement will be liable for failures and delays in performance due to any cause beyond their control including, without limitation, any failures or delays in performance caused by strikes, lock outs, fires, acts of God or the public enemy, common carrier, severe inclement weather, riots or interference by civil or military authorities. The rights and obligations of the parties will be temporarily suspended during this period to the extent performance is reasonably affected.

Section 26. Assignment and Sub Agreement. This Agreement may not be, in whole or in part, assigned, transferred, or sublet directly or indirectly without the prior written consent of the City.

Section 27. Publication. Lessee agrees to pay the cost of the newspaper publication of this Agreement and related ordinance as required by the City Charter.

Section 28. Severability.

If, for any reason, any section, paragraph, subdivision, clause, provision, phrase, or word of this Agreement or the application hereof to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law effective during the term of this Agreement or by a final judgment of a court competent jurisdiction, then the remainder of this Agreement, or the application of said term or provisions or circumstances other than those as to which is held illegal, invalid, or unenforceable, will not be affected hereby, for it is the definite intent of this Agreement that every section, paragraph, subdivision, clause, provision, phrase, or word hereof be given full force and effect for its purpose.

Section 29. Participant Release forms. Lessee shall include the City of Corpus Christi, its officers, agents, employees, in the list of Released Parties on the Lessee Participant Release form.

Section 30. Entirety Clause. This Agreement and the attached and incorporated exhibits constitute the entire agreement between the CITY and Lessee for the purpose granted. All other agreements, promises, representations, and understandings, oral or otherwise, which reference to the subject matter hereof, unless contained in this Agreement are expressly revoked, as the parties intend to provide for a complete understanding within the provisions of this Agreement and its exhibits of the terms, conditions, promises, and covenants governing each party's performance hereunder and relating to Lessee's use of the Premises.

EXECUTED IN DUPLICATE, each of which shall be considered an original, on this the _____ day of _____, 2013.

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta, City Secretary

Ronald L. Olson, City Manager

LESSEE:

By: Dorrinda Garza

Name: Dorrinda Garza

Title: President

Date: 6-11-2014

STATE OF TEXAS

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§
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COUNTY OF NUECES

Before me, on this day personally appeared Dorrinda Garza who, by either personal knowledge or by proof of identification, is known to me to be the person whose name is subscribed to the foregoing instrument and hereto acknowledged to me that he executed the same as the President for CBPA (Parker Pool Patrol) for the purpose and consideration and in the capacity therein expressed.

Given under my hand and seal of office this 11th day of June, 2014.



Michelle Yates
Notary Public, State of Texas

Michelle Yates
Printed Name

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Nelda Martinez
Mayor

APPROVED THIS 18 DAY of June, 2014.

Buck Brice

Buck Brice, Assistant City Attorney
for City Attorney

EXHIBIT A - PREMISES

Parker Pool

Located at Parker Park (Northwest Corner of Waldron Road and Graham Road)

654 Graham Road

Corpus Christi, TX 78418

PREMISES INCLUDE:

- Fencing around the entire pool facility
- Pump room and pump equipment inside
- Restroom and office building
- Shade structure on pool deck
- Swimming pool



EXHIBIT B

DESCRIPTION OF LESSEE'S SWIM PROGRAM

Coastal Bend Friends of Aquatics *dba* Parker Pool Patriots

The organization is organized exclusively for the charitable, scientific, literary or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code or corresponding section of any future Federal tax code (hereinafter "IRC").

Coastal Bend Friends of Aquatics intends to operate Parker Pool for use with a private membership swim team as well as programs open to the public for general recreational swim.

Membership in the Coastal Bend Friends of Aquatics shall be made available without regard to race, color, creed, religion, gender, or national origin.

Admission to Parker Pool recreational public swim shall be made available without regard to race, color, creed, religion, gender, or national origin.

The Objectives of the Parker Pool Patriots are:

- a. To encourage and provide swimming to the children in the local community as a healthy recreation alternative.
- b. To provide swimmers of all ages, the opportunity to develop skills necessary to formulate and attain their goals.
- c. To encourage physical fitness through training, education and competition in swimming events.
- d. To encourage the development of such life skills as good sportsmanship, proper work ethic, teamwork, and self-esteem, in order to provide the highest advantages in physical, mental, social, and spiritual education.
- e. To encourage and facilitate participation for all swimmers regardless of socio-economic background.
- f. **Parker Pool Patriots** will operate Parker Pool open to the public for general recreational swim from 12:30 - 4:30 pm Tuesdays through Saturdays, weather and conditions permitting.

EXHIBIT C

INSURANCE REQUIREMENTS

SECTION I. PARKER POOL TENANT'S LIABILITY INSURANCE

- A. PARKER POOL TENANT must not commence work under this permit until all insurance required herein has been obtained and the insurance has been approved by the City. PARKER POOL TENANT must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

- B. PARKER POOL TENANT must furnish to the City's Risk Manager: two (2) copies of Certificates of Insurance with applicable policy endorsements, showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be named as an additional insured for the General Liability policy, and a blanket waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30 day written notice of cancellation is required on all certificates or by policy endorsements	Bodily Injury and Property Damage Per occurrence / aggregate limit
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury/ Advertising Injury	\$1,000,000 Per Occurrence
Auto Liability 1. Owned Vehicles 2. Hired & Non-owned Vehicles	At a minimum \$25,000 per person / \$50,000 per occurrence for Bodily Injury and \$25,000 for property damage
WORKERS' COMPENSATION EMPLOYERS' LIABILITY	Required when PARKER POOL TENANT employs any person other than himself/herself: MUST COMPLY WITH THE TEXAS WORKERS' COMPENSATION ACT AND SECTION II OF THIS EXHIBIT

	\$500,000 / \$500,000/\$500,000
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- C. In the event of accidents of any kind related to this agreement, PARKER POOL TENANT must furnish the Risk Manager with copies of all reports of any accidents within ten (10) days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. PARKER POOL TENANT must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and with endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met.
- B. PARKER POOL TENANT's financial integrity is of interest to the City; therefore, subject to PARKER POOL TENANT's right to maintain reasonable deductibles in such amounts as are approved by the City, PARKER POOL TENANT shall obtain and maintain in full force and effect for the duration of this agreement and any extension hereof, at PARKER POOL TENANT's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). PARKER POOL TENANT shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. PARKER POOL TENANT shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
 Attn: Risk Management
 P.O. Box 9277
 Corpus Christi, TX 78469-9277
 (361) 826-4555- Fax #

- D. **PARKER POOL TENANT agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
 - Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities

of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, PARKER POOL TENANT shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend PARKER POOL TENANT's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this agreement.
- F. In addition to any other remedies the City may have upon PARKER POOL TENANT's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order PARKER POOL TENANT to stop work hereunder, and/or withhold any payment(s) which become due to PARKER POOL TENANT hereunder until PARKER POOL TENANT demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which PARKER POOL TENANT may be held responsible for payments of damages to persons or property resulting from PARKER POOL TENANT's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that PARKER POOL TENANT's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2013 Parks and Recreation Dept.
PARKER POOL TENANT Lease Agreement ins. req.
2-14-13 ds Risk Mgmt.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bjella Insurance 4925 Everhart Rd Suite 108 Corpus Christi TX 78411	CONTACT NAME: Harold Bjella PHONE (A/C No. Ext): 361-814-5900 E-MAIL ADDRESS: bjellaagency@yahoo.com	FAX (A/C No.): 361-814-5902
	INSURER(S) AFFORDING COVERAGE	
INSURED Parker Pools/Bill Barton 654 Graham Rd Corpus Christi, TX 78418	INSURER A: Penn-America insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		PAV0021634	03/14/2014	03/14/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

City of Corpus Christi 1201 Leopard Corpus Christi TX 78401 Fax 361-826-3864	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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