



Texas Department of Public Safety Purchase Order

Purchase Order Number

405-16-P006707

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING DOCUMENTS.

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Vendor Number: 00028804
City of New Braunfels

110 Golf Course Road
New Braunfels, TX 78130-5343

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Texas Department of Public Safety
Texas Division of Emergency Management
5805 North Lamar Blvd
Austin, TX 78752-4431
US
Email: eprocurementshipping@dps.texas.gov
Phone: (512) 424-2000

State Sales Tax Exemption Certificate: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

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Texas Department of Public Safety
Finance - Accounts Payable - MSC 0130
PO Box 4087
Austin, TX 78773-0130
US
Email: apinvoices@dps.texas.gov
Phone: (512) 424-2060

Solicitation (Bid) No.:	Payment Terms: Shipping Terms: Delivery Calendar Day(s) A.R.O.: 0
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Item # 1
Class-Item 971-35

Site use agreement with City of New Braunfels Parks and Recreation for use of Prince Solms Park (City Tube Chute) to conduct water rescue training.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 150.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 150.00

<u>LN/FY/Account Code</u>	<u>Dollar Amount</u>
1/16/16-90440-6233-3485- - -0900- - -	\$ 150.00

Item # 2

Service Period: 02/18/16 through 02/19/16

This purchase order incorporates the rental agreement executed on 02/17/16.

Vendor Contact: Lupe Cervantes
Vendor Phone: (830) 221-4536
Vendor Email: lcervantes@nbtexas.org

TXDPS Contact: Lynn Burttschell
TXDPS Phone: (512) 424-5938
TXDPS Email: lynn.burttschell@dps.texas.gov

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 150.00

APPROVED

By: Ray Miller, CTPM, CTCM
Phone#: (512) 424-2205
BUYER

**RENTAL AGREEMENT
City Tube Chute**

110 Golf Course Road, New Braunfels, Texas 78130

Availability: **September 15 through May 15.**
Reservations will not be accepted from May 16 through September 14.
6 a.m. to 5 p.m.

Fees: Daily Rental Rate = \$75 plus
 Participant Fee = 20% of fees charged to participants by lessee

Name of Lessee/Organization: Department of Public Safety

Contact Person: LYNN BURTTSCHELL

Phone: 512 424-5938

Email Address: Lynn.Burttschell@dps.texas.gov

Mailing Address: P.O. Box 4087, Texas Department of Public Safety **City:** Austin, Texas **Zip:** 78773

Type of Program: Water Rescue Training **Estimated Attendance:** 12

1. Reservation Days/Hours	Amount
Date(s): <u>02/18/2016</u> Time: <u>8:00 am - 6:00 pm</u>	\$ <u>75.00</u>
Date(s): <u>02/19/2016</u> Time: <u>8:00 am - 6:00 pm</u>	\$ <u>75.00</u>
Date(s): _____ Time: _____	\$ _____
Total Rental Fee (\$75 x # of days) \$ <u>\$150.00</u>	

2. **Is this rental for a class/program that the Lessee will be charging a fee?**
 Yes _____ No X Cost per participant N/A
(Rentals that charge participation fees will be required to submit 20% of all fees collected to the City of New Braunfels within 10 days following rental date)

3. **Lessee Checklist**
- Contract and payment received by Parks office no less than 10 days before rental
 - Proof of insurance submitted to the Parks office 7 days prior to rental date
 - NA Special Events Application (if required) completed and submitted
 - NA 20% Participant fee paid to the City of New Braunfels 10 days after the rental date

Lessee acknowledges that he/she has read, understands and agrees to the terms and conditions, restrictions and special provisions contained within and attached to this rental agreement.

LESSEE:

BY: Robert J. Bodisch
 (Signature)
Robert J. Bodisch
 (Please Print)





PARKS AND RECREATION DEPARTMENT

RENTAL AGREEMENT City Tube Chute

110 Golf Course Road, New Braunfels, Texas 78130

TERMS AND CONDITIONS FOR CITY TUBE CHUTE

Please Initial:

All rental fees are due at the time of reservation.

Cancellations must be given in writing no less than **two (2) weeks** (14 days) prior to the reservation date. All fees will be refunded in full, minus a \$25.00 handling fee. If cancellation is made less than **two (2) weeks** prior to the reservation date all fees will be forfeited.

All rentals **charging fees** for participation will be charged **20% of overall receipts** in addition to the regular rental fees. These fees will be due to the Parks office within 10 days following the rental date.

Lessee agrees to provide a **policy of public liability and property damage insurance** issued by a reputable casualty insurance company naming the CITY OF NEW BRAUNFELS as a co-insured that meets the following requirements unless otherwise stipulated in writing by the Lessor:

- Personal injury liability of not less than **\$500,000.00** for any one (1) injury;
- **\$1,000,000.00** for any one (1) accident;
- Property damage liability of not less than **\$25,000.00**,. When such a policy is issued naming the City of New Braunfels as co-insured, it is required that such insurance;
- Policy states that such insurance is **primary** insurance and the City's existing general liability coverage shall be considered **excess** coverage.

* See Statement

Failure to provide required proof of insurance **ten (10) days** prior to rental will result in reservation being cancelled and payment being forfeited.

Lessee accepts premises in its present condition and state of repair and agrees that the end of the rental, it will be vacated and surrendered to the City in the same condition. All repairs and replacements required to return the premises to its present condition will be at the expense of the Lessee upon demand.

Handrails will not be attached to the tube chute dam from Labor Day weekend until May 15 each year. Lessee accepts these conditions when renting the facility within these time periods.

The facility will remain **open to the public for river use** during the term of the rental. Lessee will use caution during the rental to avoid **any situation that would prohibit use of the river by the public or place the public in harms way.**

***Facility availability after Labor Day weekend after 12 noon is contingent on public use of the river.** Lessee will discontinue training as soon as public use is infringed upon by training stations or Tube Chute usage.

Lessee hereby releases Lessor from all damages and claims of every sort, whether to person or to property, arising incident to the Lessee's use of the premises, and agree to hold the City harmless from any damage sustained by **Lessee** or by any of its agents, employees or invitees, including its patrons, and to indemnify the city against any and all claims for such loss, damage or injury, including attorney's fees. **Lessee** shall and will indemnify and save harmless Lessor (**City of New Braunfels, its officials, agents and employees**) from and against any and all claims, and against all costs, damages and expenses to which the Lessor may be put by any reason of any injury, or alleged injury, to person or property resulting or alleged to result from or to be occasioned by the acts or omissions of the **Lessee** or Lessor, whether negligent or otherwise, during **Lessee's** occupation and use of the leased premises, including restrooms, adjacent sidewalks, outdoor areas and parking lots. **Lessee** or its insurer shall make payment of any and all sums recovered against Lessor in any suit or suits arising from such alleged injury or damage to which the Lessor may be made a party, together with all costs, damages and expenses borne by Lessor in connection with the defense of such suits, all in a manner as to save Lessor harmless from any expense connected with actions and claims arising from **Lessee's** use or occupation of the leased premises, including restrooms and all adjacent sidewalks, outdoor areas, facilities and parking lots.

* See Statement

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN G. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS



COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

AB
The City of New Braunfels is aware that there may be constitutional and statutory limitations on the authority of the Texas Department of Public Safety (hereafter "Department", an agency of the state of Texas) to initial or enter into certain terms and conditions of the Rental Agreement, including, but not limited to, indemnification, insurance and limitation of liability or similar provisions (collectively, the "limitations"), and terms and conditions related to the limitations will not be binding on the Department except to the extent authorized by the laws and constitution of the state of Texas.

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Also, the following information is provided as a general statement of insurance risks for the Department. The Department is self-insured and self-administered for workers' compensation and automobile liability and there are no private insurance companies involved in either processes. Consistent with the policies of the state, the Department does not acquire commercial general liability insurance for torts committed by its employees who are acting within the scope of their employment. The Texas Tort Claims Act provides "that a governmental unit in the state is liable for property damage, personal injury and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment..." Liability of the state government under these provisions is limited to money damages in a maximum amount of \$250,000 for each person and \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.