

**CITY OF SAN ANTONIO
POLICE DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

CONSENT AGENDA
ITEM NO. **39**

TO: Mayor and City Council

FROM: Albert A. Ortiz, Chief of Police

SUBJECT: Ordinance Authorizing a Concession Contract

DATE: December 1, 2005

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager or her designee, to execute a food and beverage concession contract with Mary Medrano DBA Mary Shziel to operate a food concession at the San Antonio Police Department Training Academy for a term beginning January 1, 2006, and terminating September 30, 2006, with a right to renew for four (4) additional one-year periods.

Staff recommends approval.

BACKGROUND INFORMATION

The purpose of this food and beverage concession contract is to continue providing cafeteria services to police cadets, personnel attending in-service training, academy staff and visitors at the San Antonio Police Department Training Academy, located at 12200 S. E. Loop 410.

The Training Academy conducts two to three police cadet training classes, forty-four in-service classes, and ten to fifteen other specialized training sessions per year. While in training, cadets are required to stay on the premises. The location of the Training Academy is remote from restaurants and other places where food is available. This concession contract makes it convenient for attendees and allows them to take lunch and coffee breaks on campus and still be in class on time. The current food and beverage concession contract expires December 31, 2005.

In October 2005, a Request for Proposal (RFP) was issued for the operation of a cafeteria concession at the Training Academy. Only one proposal was submitted in response, and was submitted by the current operator.

POLICY ANALYSIS

The RFP was developed and issued by City staff, following all the standard City criteria for such actions. The proposed ordinance conforms to City policy of generating increased revenues to offset the costs of City operations.

FISCAL IMPACT

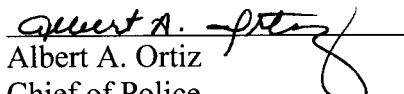
The proposed Food and Beverage Concession Contract will generate approximately \$3,000 in annual revenue for the Police Department General Fund in the form of monthly payment in Fiscal Year 2006. The monthly payment for operating the concession will be the greater of \$250.00 or 10% of the gross monthly revenues.

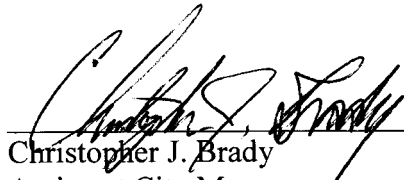
COORDINATION

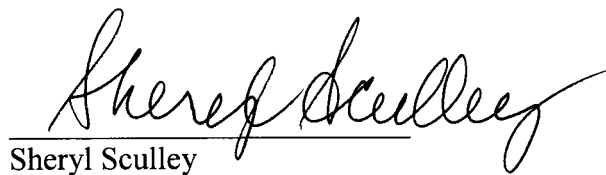
This ordinance request has been coordinated with the Contract Services Department, Finance Department, Office of Management & Budget, and the City Attorney's Office.

SUPPLEMENTARY COMMENTS

A copy of the signed Food and Beverage Contract and the Discretionary Contracts Disclosure Form are attached.


Albert A. Ortiz
Chief of Police


Christopher J. Brady
Assistant City Manager


Sheryl Sculley
City Manager

SAN ANTONIO POLICE TRAINING ACADEMY FOOD AND BEVERAGE CONCESSION CONTRACT

This San Antonio Police Training Academy Food and Beverage Concession Contract (CONTRACT) is hereby made and entered into by and between the City of San Antonio (CITY) and Mary Medrano DBA Mary Shziel (CONCESSIONAIRE).

I. Term of Contract

1.1 The term of this CONTRACT shall be for the period commencing January 1, 2006, and ending September 30, 2006. This CONTRACT shall be automatically renewed on a yearly basis after the initial term for four additional years. However, it is agreed by the parties that CITY may elect to terminate this CONTRACT, with or without cause, with thirty days' written notice to CONCESSIONAIRE.

II. Performance

2.1 CONCESSIONAIRE, in accordance and compliance with the terms, provisions, and requirements of this CONTRACT, shall sell food and non-alcoholic beverages (CONCESSIONS) at the San Antonio Police Training Academy, which is located at 12200 S.E. Loop 410, for the term of this CONTRACT.

2.2 CONCESSIONAIRE shall sell the CONCESSIONS set out in Exhibit A. CONCESSIONAIRE shall sell said CONCESSIONS at the prices set out in Exhibit A. All applicable local, state, and federal taxes shall be added to the aforementioned prices.

2.3 Modifications or alterations to Exhibit A may be made only pursuant to the prior written approval of CITY.

2.4 CONCESSIONAIRE shall sell the CONCESSIONS at the San Antonio Police Training Academy cafeteria Monday through Friday, between the hours of 7:00 a.m. and 2:00 p.m., excluding CITY holidays, and at any other times as authorized in writing by CITY or requested by CITY.

2.5 CONCESSIONAIRE agrees to provide breakfast, consisting of two tacos and a beverage, and lunch, consisting of pre-selected platter meals, special orders, or sandwiches and a beverage, free of charge, to each person on either the inmate ground maintenance crew or the zero tolerance probationer ground maintenance crew working at the San Antonio Police Training Academy during the hours of operation set out in this article. CONCESSIONAIRE is required to provide no more than twelve breakfasts and twelve lunches pursuant to this provision on any given day.

III. Payment and Records

3.1 CONCESSIONAIRE shall pay CITY \$250.00 per month during the term of this CONTRACT, or 10% of adjusted gross monthly sales, whichever is greater. That amount shall be pro rated for the month during which this CONTRACT is effective, where effective date does not occur on the first day of that month, and for the month during which this CONTRACT terminates, where termination does not occur on the last day of that month.

3.2 All required monthly payments shall be made no later than the fifth day of the following month for which they are applicable and shall be made by check or money order only. Any overpayment that results from termination of this CONTRACT shall be reimbursed to CONCESSIONAIRE within thirty days of termination.

3.3 CONCESSIONAIRE shall maintain, in the City of San Antonio, Texas, books and records reflecting its operations hereunder in accordance with generally accepted accounting principles. Such books and records, together with any other documentation necessary for verification of CONCESSIONAIRE'S compliance with the terms of this CONTRACT, shall be made available to CITY upon request and at no cost to the CITY. CITY shall have the right to conduct an audit, examine and make excerpts or transcripts from said books, records and documentation. Any accounting system utilized by CONCESSIONAIRE shall adhere at all times to generally accepted accounting practices. All applicable records and accounts of CONCESSIONAIRE, together with all supporting documentation, shall be preserved in Bexar County, Texas, by CONCESSIONAIRE for four (4) years after final payment under this CONTRACT or until all audits, if any, are completed and findings on all claims have been finally resolved, whichever is the greater period of time.

3.4 CONCESSIONAIRE shall provide to CITY no later than the fifth day of each month a report of the previous month's sales by day and documentation of same.

3.5 "Adjusted gross monthly sales" shall be defined as all revenues received, less sales tax and credit for refunds.

3.6 Concessionaire shall utilize a point-of-sale cash register system.

IV. Personnel

4.1 CONCESSIONAIRE represents that it has, or will secure at its own expense, all personnel required to perform services under this CONTRACT. Such personnel shall not be employees of or have any contractual relationship with CITY.

4.2 All services required hereunder will be performed by CONCESSIONAIRE or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state and local law to perform such services.

4.3 CONCESSIONAIRE shall provide a sufficient number of qualified employees to ensure prompt customer service. CONCESSIONAIRE shall ensure that at least one employee fully

qualified and experienced in public food service functions will be on duty at all times during operating hours as defined in article II. CITY may remove any employee in CONCESSIONAIRE'S operations that is deemed by CITY to be discourteous or objectionable from employment on the facilities on demand. CITY likewise reserves the right to eject any objectionable person or persons, including CONCESSIONAIRE'S employees, from the San Antonio Police Training Academy. If CITY exercises this authority through CITY agents or employees, CONCESSIONAIRE and CONCESSIONAIRE'S employees hereby waive any right and all claims for damages against CITY or any of its agents, officials, or employees by reason of such action.

V. Reserved

VI. Reserved

VII. Use of Premises

7.1 CONCESSIONAIRE shall sell CONCESSIONS from the concession area at the San Antonio Police Academy cafeteria (CONCESSION AREA) and no other area.

7.2 CONCESSIONAIRE may not use the CONCESSION AREA for any purpose other than that of preparing and selling CONCESSIONS pursuant to its obligations under the terms and conditions of this CONTRACT without written approval of CITY.

7.3 CONCESSIONAIRE shall schedule and coordinate deliveries to the San Antonio Police Training Academy related to its performance pursuant to this CONTRACT with CITY.

7.4 CONCESSIONAIRE shall, at all times, maintain the CONCESSION AREA in a clean and sanitary manner in accordance with the highest industry standards and shall comply with all local, state, and federal laws, rules, regulations, and orders in this regard. CONCESSIONAIRE shall train all of CONCESSIONAIRE'S personnel to follow a "clean-as-you-go" policy. Trash shall be disposed of immediately following each day of operation. CONCESSIONAIRE shall provide trash cans, trash can liners, and trash collection, including daily disposal of all cafeteria trash in Training Academy dumpster. The CONCESSION AREA is subject to inspection by state, city, or county authorized health department officials, fire department officials, and other agency officials relative to safety requirements. CONCESSIONAIRE shall immediately notify CITY in writing of any potential violations. CONCESSIONAIRE shall immediately notify CITY in writing of any notices of violations that are received during or in connection with said inspections. A copy of any such report received by CONCESSIONAIRE shall be immediately sent to CITY. CONCESSIONAIRE shall include action plans to correct conditions causing the violations. CITY shall have the option to be present at all inspections and shall be given prior notice of inspections whenever possible.

VIII. Default

8.1 The following events shall be deemed to be events of default by CONCESSIONAIRE under this CONTRACT:

(A) CONCESSIONAIRE fails to comply with any term, provision, or covenant of this CONTRACT, or fails to pay any sum CONCESSIONAIRE is obligated to pay hereunder, and shall not cure such failure within three days from the date of the violation or the date the payments are due under the CONTRACT, unless CITY expressly authorizes any additional time for the cure in writing;

(B) CONCESSIONAIRE becomes defunct, merges or joins with another entity, changes its name or moves from the City of San Antonio, if located there at the time of execution of this CONTRACT;

(C) CONCESSIONAIRE makes an assignment for the benefit of creditors or a receiver or trustee is appointed for CONCESSIONAIRE or its property;

(D) CONCESSIONAIRE files a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof; or CONCESSIONAIRE is adjudged bankrupt or insolvent in proceedings filed against CONCESSIONAIRE thereunder and such adjudication is not vacated or set aside or stayed within sixty days thereafter; and

(E) CONCESSIONAIRE fails to notify CITY of any changes in ownership interest or control greater than 5% not less than sixty days in advance of the effective date of such change. Notwithstanding any other remedies that are available to CITY under this CONTRACT, any such change of ownership interest or control may be grounds for termination of this CONTRACT at the sole discretion of CITY.

8.2 In the event that CONCESSIONAIRE defaults under the terms of this CONTRACT, CITY will have the right to do any one or more of the following:

(A) Give CONCESSIONAIRE notice of the default and require CONCESSIONAIRE to take corrective action within three days in order to avoid immediate termination of this CONTRACT; and/or

(B) Immediately terminate this CONTRACT, if, in the sole discretion of CITY, to be exercised in good faith, the default is so egregious as to warrant immediate termination.

8.3 If CITY terminates this CONTRACT by reason of a condition of default by CONCESSIONAIRE, CONCESSIONAIRE shall remove its goods and effects from the San Antonio Police Training Academy within three days of the effective date of such termination. If CONCESSIONAIRE fails to effect such removal, CITY may, without liability to CONCESSIONAIRE, remove such goods and effects and store the same for the account of CONCESSIONAIRE at any place selected by CITY, with all costs for said removal and storage to be borne by CONCESSIONAIRE. If said goods and effects are not claimed by CONCESSIONAIRE within ten days of the effective date of termination, said goods and effects shall become the property of CITY.

8.4 CONCESSIONAIRE understands and agrees that the failure of CITY to declare any default immediately upon occurrence thereof, or delay in taking any action in connection

therewith, does not waive such default, and CITY shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

IX. Damage to Property

9.1 If the San Antonio Police Training Academy, or any portion thereof, during the term of this CONTRACT, is damaged by the act, default, or negligence of CONCESSIONAIRE or CONCESSIONAIRE'S agents or employees, CONCESSIONAIRE shall pay to CITY, upon demand, such sum as shall be necessary to restore said premises to their present condition. CONCESSIONAIRE hereby assumes full responsibility for the character, acts, and conduct of CONCESSIONAIRE and CONCESSIONAIRE'S agents or employees. CONCESSIONAIRE hereby agrees to pay said sum within ten days after CONCESSIONAIRE'S receipt of CITY'S statement detailing the costs.

9.2 CONCESSIONAIRE will not cause or permit any nails or any other things to be driven into any portion of the premises, nor cause or permit any changes, alterations, repairs, painting, or staining of any part of the premises or furnishings or the equipment thereof, nor do or permit to be done anything which will damage or change the finish or appearance of the premises or the furnishings thereof. Tape and other adhesive materials will not be applied to walls or other surfaces of the premises without the prior approval of CITY.

X. Closing of San Antonio Police Academy

10.1 CITY reserves the right to close all or part of the San Antonio Police Academy for renovations, repairs, or other work either planned or made necessary by accident or acts of God. CITY will not be liable to CONCESSIONAIRE for loss of revenue during these periods, and this CONTRACT will continue in effect with CONCESSIONAIRE resuming operations in accordance with the terms hereof upon reopening the San Antonio Police Training Academy. CONCESSIONAIRE shall not be responsible for any payment to CITY due in accordance with the provisions of article III.

XI. Insurance

11.1 Prior to commencement of any work under this contract, CONCESSIONAIRE shall furnish to CITY an original completed certificate of insurance or CITY'S standard certificate of insurance form. Said form shall be completed by an agent authorized to bind the named underwriter and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to CITY. CITY shall have no duty to pay or perform under this contract until such certificate shall have been delivered, and no officer or employee, other than the city of San Antonio's risk manager, shall have authority to waive this requirement.

11.2 CONCESSIONAIRE'S financial integrity is of interest to CITY; therefore, subject to CONCESSIONAIRE'S right to maintain reasonable deductibles in such amounts as are approved by CITY, CONCESSIONAIRE shall obtain and maintain in full force and effect for the duration of this contract, and any extension thereof, at CONCESSIONAIRE'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the state of Texas and rated A or better by A.M. Best Company and/or otherwise acceptable to CITY in the following types and amounts:

Insurance Type	Liability Limits
Commercial General (Public) Liability: a. premises/operations b. independent contractors c. products/completed operations d. personal injury e. contractual liability f. explosion, collapse, underground g. broad form property damage, to include fire legal liability	for bodily injury and property damage of \$100,000.00 per occurrence

11.3 CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by CITY and may make a reasonable request for 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). Upon such request by CITY, CONCESSIONAIRE shall be required to comply with such requests and shall submit a copy of the replacement Certificate of Insurance to City within ten (10) days of the requested change. CONCESSIONAIRE shall pay any costs incurred resulting from said changes.

11.4 CONCESSIONAIRE agrees that with respect to the above required insurance, all insurance contracts and the certificate of insurance will contain a provision that CONCESSIONAIRE'S insurance shall be deemed primary with respect to any collectible insurance or self insurance carried by CITY for liability arising out of operations under the contract with CITY; and

11.5 CONCESSIONAIRE will notify CITY in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement certificate of insurance. All notices shall be given to CITY at the address set out in article XX.

11.6 If CONCESSIONAIRE fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, CITY may obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the contract; however, procuring of said insurance by CITY is an alternative to other remedies CITY may

have and is not the exclusive remedy for failure of CONCESSIONAIRE to maintain said insurance or secure such endorsement. In addition to any other remedies CITY may have upon CONCESSIONAIRE'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, CITY shall have the right to order CONCESSIONAIRE to stop work hereunder and/or withhold any payment which becomes due to CONCESSIONAIRE hereunder until CONCESSIONAIRE demonstrates compliance with the requirements hereof.

11.7 Insurance certificate shall name the CITY and its officials, employees, volunteers and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the CITY.

XII. Indemnification

12.1 CONCESSIONAIRE COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE SAN ANTONIO POLICE DEPARTMENT, THE CITY OF SAN ANTONIO AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONCESSIONAIRE'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF CONCESSIONAIRE, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF CONCESSIONAIRE, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF CITY, ITS OFFICERS OR EMPLOYEES, IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT CONCESSIONAIRE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

12.2 THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

12.3 CONCESSIONAIRE SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY OR CONCESSIONAIRE KNOWN TO CONCESSIONAIRE RELATED TO OR ARISING OUT OF CONCESSIONAIRE'S ACTIVITIES UNDER THIS CONTRACT.

12.4 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CONCESSIONAIRE IS AND SHALL BE DEEMED TO BE AN INDEPENDENT CONTRACTOR AND OPERATOR RESPONSIBLE TO ALL PARTIES FOR ITS RESPECTIVE ACTS OR OMISSIONS AND THAT CITY SHALL IN NO WAY BE RESPONSIBLE THEREFORE.

XIII. Conflict of Interest

13.1 CONCESSIONAIRE acknowledges that it is informed that Texas law prohibits contracts between CITY and any local public official, such as a CITY officer or employee, and that the prohibition extends to an officer and employee of CITY agencies, such as CITY-owned utilities and certain CITY boards and commissions, and to contracts involving a business entity in which the official has a substantial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity. CONCESSIONAIRE certifies, and this CONTRACT is entered into in reliance on said certification, that neither it, its individual officers, employees, or agents, or any person having a substantial interest in this CONTRACT is an officer or employee of CITY or any of its agencies.

XIV. Assignments

14.1 CONCESSIONAIRE shall not transfer, pledge or otherwise assign this CONTRACT, any interest in and to same, or any claim arising from it, without first receiving the written approval of CITY. Any attempt to transfer, pledge or assign any part of this CONTRACT shall be void *ab initio* and shall confer no rights upon any third person.

XV. Severability of Provisions

15.1 If any clause or provision of this CONTRACT is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this CONTRACT shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this CONTRACT that is invalid, illegal, or unenforceable, there be added as a part of the CONTRACT a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVI. Compliance with Laws

16.1 CONCESSIONAIRE shall comply with all applicable federal, state, and local laws, ordinances, and codes, including all sales tax laws, and shall commit no trespass on any public or private property in performing any of the work contemplated by this CONTRACT.

XVII. Subcontracting

17.1 None of the services covered by this CONTRACT shall be subcontracted without the prior written consent of CITY. CONCESSIONAIRE shall be as fully responsible to CITY for the acts and omissions of its subcontractors and persons either directly or indirectly employed by them, as it is of the acts and omissions of persons directly employed by CONCESSIONAIRE.

XVIII. Changes and Amendments

18.1 Except when the terms of this CONTRACT expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both CITY and CONCESSIONAIRE.

18.2 It is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this CONTRACT and that any such changes shall be automatically incorporated into this CONTRACT without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

XIX. Entire Agreement

19.1 This CONTRACT and its attached exhibits constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind the parties hereto unless in writing, dated subsequent to the date hereof, and duly executed by the parties.

XX. Notices

20.1 For purposes of this CONTRACT, all official communications and notices between the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY:

Training Academy Commander
San Antonio Police Training Academy
12200 S.E. Loop 410
San Antonio, Texas 78221

CONCESSIONAIRE:

Mary Medrano DBA Mary Shziel
1006 West Malley
San Antonio, Texas 78221

20.2 Notice of changes of address by either party must be made in writing delivered to the other party's last known address within five business days of such change.

XXI. Parties Bound

21.1 This CONTRACT shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, except as otherwise expressly provided for herein.

XXII. Gender

22.1 Words of gender used in this CONTRACT shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXIII. Relationship of Parties

23.1 Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

XXIV. Texas Law to Apply

24.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

XXV. Captions

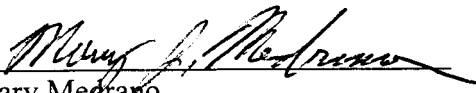
25.1 The captions contained in this CONTRACT are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this CONTRACT.

EXECUTED IN DUPLICATE ORIGINALS on _____, 2005.

CITY OF SAN ANTONIO

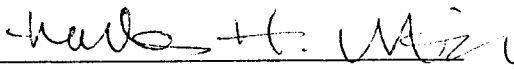
Mary Medrano DBA Mary Shziel

Sheryl Sculley
City Manager



Mary Medrano
Owner

Approved As To Form:



City Attorney

EXHIBIT A
MENU ITEMS & PRICING

BREAKFAST

Food Selection	Price
Tacos:	
Potato and Egg	\$1.00 ea.
Bean & Cheese	\$1.00 ea.
Egg	\$1.00 ea.
Bacon & Egg	\$1.25 ea.
Chorizo & Egg	\$1.25 ea.
Sausage & Egg	\$1.75 ea.
Mixtures	\$1.75 ea.
3 Pancakes w/Meat	\$3.00 ea.
3 Fr. Toast w/Meat	\$2.75 ea.
Barrera Breakfast	\$4.00 ea.
Hester Taco	\$2.50 ea.
Oatmeal - Danish	\$0.75 ea.
Fresh Fruit	\$0.50 ea.

DRINKS

Capuccino	Lg. \$1.05 ea.
Juices	\$1.25 ea.
Milk	\$1.25 ea.
Fountain Drinks	\$0.95 ea.
Bottled Soda	\$1.00 ea.
Coffee	Lg. \$0.88 ea.
All Extras	\$0.25 ea.

Tax Not Included in Price of Food Items

LUNCH

Food Selection	Price
Lt. Burger	\$1.75 ea.
w/Cheese	\$2.00 ea.
DBL Burger	\$2.95 ea.
w/Cheese	\$3.00 ea.
Fish Burger	\$2.85 ea.
Hardeman Steak Burger	\$2.85 ea.
Grilled Cheese	\$1.50 ea.
Club Sandwich	
w/Chips	\$2.80 ea.
BLT	\$2.85 ea.
Soup	\$1.50 ea.
Chicken Burger	\$2.85 ea.
Chicken Tenders	
w/Fries & Drink	\$4.00 ea.
French Fries	\$1.00 ea.
Onion Rings	\$1.00 ea.

Sm. \$0.90 ea.

(Free Refills)

Sm. \$0.65 ea.

ATTACHMENT B

DISCRETIONARY CONTRACTS DISCLOSURE FORM

City of San Antonio
Discretionary Contracts Disclosure

For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.

(1) Identify any individual or business entity³ that is a **party** to the discretionary contract:

N/A

(2) Identify any individual or business entity which is a **partner, parent** or **subsidiary** business entity, of any individual or business entity identified above in Box (1):

☒ No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

(3) Identify any individual or business entity that would be a **subcontractor** on the discretionary contract.

☒ No subcontractor(s); or

List subcontractors:

(4) Identify any **lobbyist** or **public relations firm** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

Mary Medrano / d/b/a Mary Shziel

³ A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

☒ No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

☒ No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question⁴ as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

☒ Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

Mary Madrona / 11/15/14 Mary Shaziel

⁴ For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.