

Budget, Finance, and Facilities Committee Meeting

Date: Tuesday, March 7, 2017

Time: 9:00 AM

Location: Conference Call

Committee Members: Kimberly Moore, Chair
Matthew Carter, Kelvin Lawson, Gary McCoy, Harold Mills, Belvin Perry,
Craig Reed

AGENDA

- | | | |
|-----|---------------|---------------|
| I. | Call to Order | Trustee Moore |
| II. | Roll Call | Mrs. Turner |

CONSENT ITEMS

- | | | |
|------|--|---------------|
| III. | Approval of Minutes – January 13, 2017 | Trustee Moore |
| IV. | Minutes – February 20, 2017 | Trustee Moore |

ACTION ITEM

- | | | |
|----|--|-----------------|
| V. | Approval of the Auxiliary Facility Income and Expenditure Statements | Interim VP Ford |
|----|--|-----------------|

INFORMATION ITEMS

- | | | |
|-------|--|------------------|
| VI. | Project Updates
a) Public Private Partnership (P3)
b) CASS Project Update/Timeline
c) University Construction (at-a-glance) | AVP Kapileshwari |
| VII. | Facilities Priorities | AVP Kapileshwari |
| VIII. | Space Utilization | AVP Kapileshwari |
| IX. | Financial/Budget Update and Multi-Year Budget Process | Interim VP Ford |
| X. | Cost Savings (Quarterly Update) | Interim VP Ford |
| XI. | Succession Planning (structural model) | AVP Joyce Ingram |

XII. Food Service Vendor

AVP Rebecca Brown

XIII. Adjournment

Trustee Moore

Supplemental Documents:

- Monthly Financial Report Template
- Food Vendor Contract Agreement
- Food Vendor Contract Financial Contribution Update
- Dining Services Sales History
- Meal Plan Participation History
- Fifth Amendment to Food Service Agreement

III.
Minutes
January 13, 2017

Budget, Finance and Facilities Committee Minutes
Trustee Kimberly Moore, Chair

Friday, January 13, 2017

MINUTES

Committee Members Present: Chair Kimberly Moore, Trustee Kelvin Lawson, Trustee Gary McCoy, Trustee Harold Mills, Trustee Craig Reed, Trustee Belvin Perry

Non-Committee Member: Trustee Justin Bruno

Call to Order / Roll Call

Chair Moore called the meeting to order at 2:30 PM. Ms. Covington called the roll. A quorum was present.

CONSENT ITEMS

Approval of Summary Minutes – November 8, 2016

There were no revisions to the minutes.

Approval of Resolution Updating the University's Signatories

Ensure signatures of Interim President Robinson, Interim Vice President Wanda Ford, and AVP Tiffany Holmes.

The motion to approve the two consent items (November minutes and the resolution) was motioned by Trustee McCoy and seconded by Trustee Lawson.

ACTION ITEMS

Approval of New Site – Center for Access and Student Success Building

AVP Sameer Kapileshwari explained that the CASS building will serve as a one-stop shop for services including recruitment, financial aid, enrollment services, etc. VP Hudson explained ROI and expected outcomes. Once the building is completed we anticipate improvement in first year retention and graduation rates. Expanded services will be provided with health center, veteran's affairs, and disability services. There is need to have a more suitable and accommodating building for support services for our students.

Greater visibility and access for student affairs and ability to help recruit world-class students and improvement of customer service for parents and students. A visual rendition of the new site was shown. The proposed site will be in the existing parking lot next to Gaither Gym. This site offered several advantages. It provides easy access of Wahnish Way, provides area for parking, both on site and access to stadium parking, direct access to existing central storm water facility. This site is flat parking lot and offers \$1.1 million in cost avoidance as there are no demolition costs or historic preservation costs that are needed. Existing water and sewer lines under Wahnish are up to current codes, existing chiller and steam plants are across the street for direct access and the site is located in the center of the campus, which provides better accessibility for students. The 138 existing parking spaces lost between Gibbs and Gaither lots were shared. Also availability of over 800 spaces and parking demands for Lawson Center lots and garage was shared. The team has consulted with parking director and Chief Calloway, and feel comfortable that there will be ample parking available to support the spaces that are lost. Finally the Board was requested to approve the new site for the building after which the A/E and CM contracts will be finalized so the project team can commence with the design and construction efforts. The anticipated design completion will be October 2017 and the substantial completion for the project will be summer 2019. Dr. Robinson commended the staff for providing the data and advantages of the new site proposal. He supports the recommendation. Trustee Lawson stated that he supports the new site location as it strategically makes sense.

Questions re: CASS New Site Approval:

- Trustee Lawson asked if there would be an opportunity to provide covered shuttle service from the parking lot to the CASS building particularly in inclement weather.
Response: AVP Kapileshwari indicated that this would be discussed with the parking director and Chief Calloway. VP Hudson added that they currently have buses that Parking Services control and can shuttle students around campus. These buses can shuttle students in inclement weather.
- Trustee Mills asked for clarification that the committee is approving the site change. Do we still not know how we are going to pay for construction?
Response: Trustee Moore indicated that legislature has allocated dollars to begin project. They are awaiting progress on the project. We are only voting on the

relocation of the site. Interim VP Ford indicated that \$12 million in PECO funding has been received for this project. AVP Kapileshwari indicated that this project is still included in capital improvement plan and the total building cost is estimated at approximately \$39 million. Prior to requesting additional dollars we have to demonstrate usage of current funding on hand. AVP Kapileshwari added that with dollars received design and site work can commence as well as hiring of the Construction Manager.

- Trustee Bruno asked: “How is the current parking next to Gaither Gym used and why if there is so much parking available does it continue to be a challenge?” Response: AVP Kapileshwari explained that currently the parking area identified near Gaither and Gibbs building is considered general purpose parking for faculty, staff, and students. He also added that CASS building being an administrative building will have parking needs mostly during the week say between 8AM and 5PM, while the lots across near Lawson and Stadium sees its peak on weekends and during events. Dr. Robinson added that the students tend to utilize parking 100% of the time in the proximity of the academic centers. This is certainly the case for areas near Lee Hall and Pharmacy etc. CASS building location would not put students at a disadvantage in terms of parking.
- Trustee McCoy asked for an update on the opportunity to at least partially implement some of the concepts of CASS using existing facilities. The exploration of those possibilities was to occur with the understanding that there would be some limitations while the CASS building is being constructed. Trustee McCoy asked for an update on that action was requested for some future meeting. Response: Trustee Moore will make sure that Trustee McCoy will receive a response.
- Trustee Bruno asked if Gibbs parking was currently for residents. Response: AVP Kapileshwari responded that the parking area is not reserved for students living in the dorms.
- Trustee Bruno asked if the parking lot near Gibbs and Gaither are still reserved to be residential parking. Response: AVP Kapileshwari confirmed that these lots are general purpose parking and that there are few spots reserved for housing staff.
- Trustee Bruno then asked if the parking in the area during game day been considered. It was affirmed that parking during game day had been considered.

- Trustee Bruno asked when is the projected timeline for completion of the facility. *Response: AVP Kapileshwari indicated that the projected substantial completion of the CASS project is summer of 2019.*
- Trustee Bruno asked with the move in site location, is there a plan for the previously identified space. *Response: AVP Kapileshwari confirmed that the previously identified site will be looked at but there are no plans at this point. However, we are pursuing the P3 that is focused on the Pentaplex area with more housing. Update on that is forthcoming in the agenda.*
- Trustee Bruno asked what are the plans for the proposed vacated spaces in FHAC when some of the student services will be moved to CASS. *Response: AVP Kapileshwari said that those spaces in FHAC will be repurposed.*

This action item was moved for approval by Trustee Lawson and seconded by Trustee McCoy. The motion carried.

Approval of Amendment to the FY 2016-17 Operating Budget

Ronica Mathis, Director of Budgets, indicated this is the first time that FAMU is having mandatory Student Health Insurance for uninsured students. The revenue and expense for this program was not included in the initial budget request, because operational details had not been finalized with the vendor and there was no history to estimate the number of students that would need to participate in the program. An additional budget authority in the amount of \$1,000,000 is required to pay the student insurance premium. New charge descriptions and item types have been set up in the financial system to track these funds appropriately, and the necessary projections will be included in the 2017-18 operating budget. The funds for this transfer will come from the Student Health Services' Fund Balance.

Additionally, Ms. Mathis, indicated that \$140,000 in budget authority is needed to begin the work for the P3 project. These monies will come from the Auxiliary Fund Balance.

Questions re: 2016-17 Operating Budget Amendment:

- Trustee Lawson asked for more background on where the funds are coming from for the Student Health Insurance. He wanted to make sure that Auxiliary Budget is

being monitored closely to alleviate concern about use of auxiliary accounts.

Response: Ms. Mathis clarified that the dollars are already there and just need authority to spend it.

- Trustee Perry asked if the Student Health Insurance would be a continuing obligation that we will be able to sustain from same source every year. *Response: The student makes payment from tuition; therefore the source is from the student. Group insurance rate comes through the university. It goes to student health account. From now on this will already be in the initial budget request.*
- Trustee Bruno asked if this is only for students that do not have insurance. Is there a projection on how many students are uninsured? *Response: Yes. This is the baseline year where projections can be made in subsequent years.*
- Trustee Woody asked if the amount is to be based on student enrollment; will it fluctuate or remain the same? *Response: VP Hudson indicated that it will vary.*
- Trustee Lawson indicated that he understands the need for the insurance, but asked how do we keep this from becoming a growing entity where parents may take advantage of the fact that they don't have to provide insurance for their students? What parameters can be put in place to make sure that this does not get out of hand? *Response: Trustee Moore clarified that this is the pass through charge, the student tuition payment covers the cost of the insurance. University is just securing the policy on behalf of the students.*
- Trustee Woody asked about the quality of the insurance and what does it cover. *Response: VP Hudson confirmed that this information will be covered during Academic and Student Affairs committee meetings.*
- Trustee Bruno asked if the insurance is charged per credit hour or paid in advance as a lump sum. *Response: VP Hudson indicated it is paid as one lump sum similar to how housing is paid.*
- After hearing of Trustee Lawson's reservations to proceed, Trustee Moore asked about a specific timeline on when we should proceed. *Response: Ms. Mathis indicated that currently there is an invoice to pay for the insurance.*
- Trustee Perry provided additional clarification in stating that the cost for uninsured student is already assessed as part of tuition. There is no additional cost to the university. Therefore regardless of whether the number goes up or down, it is the students' responsibility to pay the insurance. *Response: Interim VP Ford added that the net effect to the university is zero; it is considered a pass-through as the student pays, the university collects and then pays the insurance company based on what is collected.*

Trustee Mills moved for approval of both items and the motion was seconded by Trustee Lawson. The motion carried.

INFORMATION ITEMS

Public-Private-Partnership (P3) ITN

AVP Kapileshwari reported that progress continues on P3. The ITN evaluation and selection team continues to review the proposals submitted. The consultants (JLL) continues to provide their expertise in reviewing the documents.

Master Plan

Next step for the Master Plan is to meet with the Senior Leadership Team to seek their input in an effort to bring the Master Plan back to the BOT. Then public hearings will be held with various stakeholder groups and host community. The intent is to submit the Master Plan to the BOT for approval and adoption by September 2017.

Recruitment and Headcount Costs (i.e. infrastructure)

VP Hudson reported that the budget request is for the first phase of the strategic recruitment costs developed by offices of communications, information technology, academic affairs, and recruitment affairs. The listed initiatives are to increase enrollment. Marketing, advertisement and social media includes, but not limited to student and parent-centered communication and marketing through website construction, recruitment materials, increased awareness, paid advertisement, digital access and social media. Additional direction and information will be provided by the overall University's Strategic Plan and the current initiatives reported will parallel what will be in the plan. Ms. Times added they are working with the Enrollment office to determine how to better market the 2 plus 2 program for example. Also, they are reviewing printed materials, commercial advertisement, radio and billboard advertisements and digital marketing from March to August 2017. Initial costs include March-August campaign approximately \$146,000. Additional funds will be needed for billboards, Pandora, regional radio and television advertisement. IT is looking at how tracking and other tools will help. VP Hudson indicated that the return on investment is to increase enrollment of transfer students as well as first time in college students. VP

Hudson explained technology upgrades that are needed to move us forward. Interim VP Ford indicated that the \$321,000 shown on the slide will be taken from a non-E&G funding source.

Questions re: Recruitment and Headcount Costs

- Trustee Moore clarified that this is not a budget request but merely an update.
- Trustee Woody asked if a more thorough and in-depth presentation on recruitment efforts in March? *Response: VP Hudson said this is just for the 2 plus 2 program.*
- Trustee Moore asked had this information gone through Student Affairs and Academic Affairs. *Response: Yes according to VP Hudson, this was presented last year.*

Athletic Budget (Current Year Operating Budget)

Athletic Deficit/BOG Discussion

Interim VP Ford indicated during the BOT budget workshop of December 13th budget shortfall was projected to be \$661,000 however with the identification of additional revenues this deficit is now projected at \$237,000. This information has been shared during monthly updates to BOG staff. More cost-saving strategies will be used to further reduce the shortfall along with additional fund raising efforts. We therefore do not anticipate a shortfall at June 30, 2017.

Bragg Stadium Fundraising and Other Options

VP Cotton provided an update on discussions and planning with Interim VP Ford. The Office of University Advancement will continue working collaboratively with FAMU Athletics to identify needed resources to address the deficit and infrastructure repairs. Today's discussion is just about the \$600,000 needed to upgrade Bragg Stadium. A \$60,000 initial payment will be made to start the work on the stadium. Additionally, submitted is a payment schedule that outlines \$225,000 by March 2017 second phase \$340,000 by June 2017. Intend to work collaboratively with stakeholders to raise \$600,000 by June 30, 2017. Over \$900,000 has been obtained in commitment and pledges. Other initiatives are underway as well.

One-on-One Meetings

Interim VP Ford will commit to one-to-one meetings with each committee member prior to each committee meeting as long as members desire it.

Supplemental Documents

Trustee Moore clarified that the first supplemental document should not be titled “Cost Savings” but rather should be titled “Cost Avoidance”. Additional supplemental documents consist of trend data and an updated Budget legislative timeline.

Other

Trustee Lawson formally congratulated and welcomed Trustee Bruno to the Board.

The meeting was adjourned.

IV.
Minutes
February 20, 2017

February 20, 2017 Committee Meeting Minutes – PENDING (Awaiting receipt of audio recording)

V.
Auxiliary Facility Income and
Expenditure Statements

Budget, Finance and Facilities Committee

Date: March 2017

Agenda Item: V

Item Origination and Authorization				
Policy _____	Award of Bid _____	Budget Amendment _____	Change Order _____	
Resolution _____	Contract _____	Grant _____	Other _____	

Action of Board				
Approved _____	Approved w/ Conditions _____	Disapproved _____	Continued _____	Withdrawn _____

Subject: Approval of University Auxiliary Facilities Operating Budgets with Revenue Bond for Prior Year, Current Year and Projected Year

Rationale: Pursuant to Board of Governors Regulation 9.008, the collection of fiscal information related to certain auxiliary facilities with revenue bond covenant language requiring prior year, current year, and projected subsequent year income and expenditure must be adopted by the University Board of Trustees prior to being presented to the Board of Governors for approval. Attached are the income and expenditure statements for Parking Services and Housing.

Recommendation: It is recommended that the Board of Trustees approves the Income and Expenditure Statement (Operating Budgets) for these Auxiliary Facilities with Outstanding Revenue Bonds.

Supporting Documents Included: BOG Regulation 9.008 and Income and Expenditure Statements.

Prepared By: Budget Office

Approved By: Interim Vice President Wanda Ford

Attachments:

- Regulation 9.008 University Auxiliary Facilities with Outstanding Revenue Bonds
- Income and Expenditure Statement -Parking Services
- Income and Expenditure Statement -Housing Operations

Regulation 9.008 University Auxiliary Facilities with Outstanding Revenue Bonds.

(1) Certain outstanding state university system bond issues for auxiliary facilities have covenants that state: "The Board of Governors shall annually, at least ninety (90) days preceding the beginning of each fiscal year, or at any other time as requested by the Board of Administration, prepare a detailed budget providing reasonable estimates of the estimated current revenues and expenses of the university during the succeeding fiscal year and setting forth the amount to be deposited in the (facility name) Maintenance and Equipment Reserve Fund. The budget shall be adopted by the Board of Governors and shall not be changed during the fiscal year except by the same procedure by which it was adopted.

(2) In order to satisfy bond covenant requirements specified in (1), it is necessary for each university to develop and submit, in advance of the annual submission of institutional budgets in August, operating budget detail approved by the University Board of Trustees for auxiliary facilities with such bond covenants and to report the anticipated amount to be deposited in the (facility) Maintenance and Equipment Reserve Fund(s). The reserve fund amount for each auxiliary bond issue shall be determined by each university's Board of Trustees in accordance with institutional policy and/or bond covenant requirements.

(3) Universities shall prepare an Income and Expenditure Statement, in a format provided by the Board of Governors, for each auxiliary bond issue (or series issue as amended) containing these bond covenants. The required annual submission date shall be as published on the BOG Information Resources Management Data Request Calendar website, but shall be no later than ninety (90) days prior to the beginning of the fiscal year reporting period. The financial information provided will be presented to the Board of Governors for approval as soon as meeting scheduling permits.

Authority: Section 7(d), Art. IX, Fla. Const., Specific Revenue Bond Covenant Language, State Bond Act, Section 11(d), Art. VII, Fla. Const., History-New 12-6-07.

INCOME AND EXPENDITURE STATEMENT

UNIVERSITY: FLORIDA A&M UNIVERSITY
 BOND TITLE: Parking Facilities Revenue Bond Series 1997
 AUXILIARY FACILITY (IES): Parking Operations

	2015-16 Actual	2016-17 Estimated	2017-18 Projected
1. REVENUE CARRIED FORWARD			
A. Operating Cash Carried Forward:			
Liquid	1,620,767	1,672,676	1,258,999
Investments	0	0	0
Sub-Total:	1,620,767	1,672,676	1,258,999
B. Replacement Reserve Forward:			
Bond Covenants (Facilities Maintenance and Equipment)	791,618	854,161	914,381
Other	0	0	0
Sub-Total:	791,618	854,161	914,381
TOTAL CARRIED FORWARD (A +B):	2,412,385	2,526,837	2,173,380
2. CURRENT YEAR REVENUE:			
* Revenue	1,942,280	1,910,327	1,972,077
Interest Income	0	0	0
Other Income	0	0	0
TOTAL CURRENT YEAR REVENUE:	1,942,280	1,910,327	1,972,077
3. SUMMARY OF AVAILABLE REVENUES (1 +2):	4,354,665	4,437,164	4,145,457
4. EXPENDITURES			
Salaries and Matching	478,715	634,533	778,695
Other Personal Services	0	32,694	100,000
Operating Expense	954,568	1,166,301	1,135,354
Repairs and Maintenance	0	0	0
Debt Service	233,343	233,343	233,290
Repair and Replacement Expense	0	0	0
Operating Capital Outlay	63,546	0	33,000
Other Expense & Transfers Out	97,656	196,913	136,820
TOTAL EXPENDITURES:	1,827,828	2,263,784	2,417,159
5. TRANSFERS TO REPLACEMENT RESERVES			
Bond Covenants (Facilities Maintenance and Equipment)	62,543	60,220	80,096
Other	0	0	0
Sub-Total:	62,543	60,220	80,096
6. TRANSFERS FROM REPLACEMENT RESERVES			
Bond Covenants (Facilities Maintenance and Equipment)	0	0	0
Other	0	0	0
Sub-Total:	0	0	0
7. ENDING REPLACEMENT RESERVES (1B +5 -6)			
Bond Covenants & Other (Facilities Maintenance and Equipment)	854,161	914,381	994,477
Interest Income Earned on Reserve Balance	0	0	0
Sub-Total:	854,161	914,381	994,477
8. ENDING OPERATING CASH (1A +2 -4 -5)	1,672,676	1,258,999	733,821
9. SUMMARY OF ENDING REVENUES (7 +8)	2,526,837	2,173,380	1,728,298

*** REQUIRED INFORMATION ***

Date budget approved by University Board of Trustees :

OR : Anticipated approval date by University Board of Trustees :
 (Follow-up confirmation of UBOT approval will be required)

March 7, 2017

Prepared By : Ronica Mathis

Telephone : (850) 412-5289

* Revenue as outlined in the Bond Covenants to support the debt servicing of the bonds.

UNIVERSITY AXILIARY FACILITIES
NARRATIVE SUPPLEMENT TO INCOME AND EXPENDITURE STATEMENT
TO BE PROVIDED TO BOARD OF GOVERNORS MEMBERS

1. Do the pledged revenues reported contain any overhead assessments ? If yes, please explain.

NO

2. Do pledged revenues or expenditures change year over year 10% or more ? If yes, please explain.

NO

3. Please explain amounts categorized as "other".

N/A

4. Add lines as needed for additional university comments. This information will be shared with Board of Governors members.

INCOME AND EXPENDITURE STATEMENT

UNIVERSITY: FLORIDA A&M UNIVERSITY

BOND TITLE: STUDENT DORMITORY REVENUE AND REVENUE REFUNDING SERIES 2010 A&B

AUXILIARY FACILITY (IES): Housing Operations

	2015-16 Actual	2016-17 Estimated	2017-18 Projected
1. REVENUE CARRIED FORWARD			
A. Operating Cash Carried Forward:			
Liquid	2,346,713	3,775,456	4,775,759
Investments	0	0	0
Sub-Total:	2,346,713	3,775,456	4,775,759
B. Replacement Reserve Forward:			
Bond Covenants (Facilities Maintenance and Equipment)	4,248,851	4,354,782	4,813,955
Other	0	0	0
Sub-Total:	4,248,851	4,354,782	4,813,955
TOTAL CARRIED FORWARD (A +B):	6,595,564	8,130,238	9,589,714
2. CURRENT YEAR REVENUE:			
* Revenue	14,804,844	15,337,089	15,727,969
Interest Income	0	0	0
Other Income	0	0	0
TOTAL CURRENT YEAR REVENUE:	14,804,844	15,337,089	15,727,969
3. SUMMARY OF AVAILABLE REVENUES (1 +2):	21,400,408	23,467,327	25,317,683
4. EXPENDITURES			
Salaries and Matching	2,417,557	2,591,437	3,622,224
Other Personal Services	858,337	409,935	300,000
Operating Expense	3,667,879	4,919,161	5,556,600
Repairs and Maintenance	0	0	0
Debt Service	5,922,080	5,922,080	5,923,786
Repair and Replacement Expense	0	0	0
Operating Capital Outlay	66,786	35,000	310,000
Other Expense & Transfers Out	0	0	0
TOTAL EXPENDITURES:	12,932,639	13,877,613	15,712,610
5. TRANSFERS TO REPLACEMENT RESERVES			
Bond Covenants (Facilities Maintenance and Equipment)	443,462	459,173	471,839
Other	0	0	0
Sub-Total:	443,462	459,173	471,839
6. TRANSFERS FROM REPLACEMENT RESERVES			
Bond Covenants (Facilities Maintenance and Equipment)	337,531	0	0
Other	0	0	0
Sub-Total:	337,531	0	0
7. ENDING REPLACEMENT RESERVES (1B +5 -6)			
Bond Covenants & Other (Facilities Maintenance and Equipment)	4,354,782	4,813,955	5,285,794
Interest Income Earned on Reserve Balance	0	0	0
Sub-Total:	4,354,782	4,813,955	5,285,794
8. ENDING OPERATING CASH (1A +2 -4 -5)	3,775,456	4,775,759	4,319,279
9. SUMMARY OF ENDING REVENUES (7 +8)	8,130,238	9,589,714	9,605,073

*** REQUIRED INFORMATION ***

Date budget approved by University Board of Trustees :

OR : Anticipated approval date by University Board of Trustees :
(Follow-up confirmation of UBOT approval will be required)

Prepared By : Ronica Mathis

Telephone : (850) 412-5289

* Revenue as outlined in the Bond Covenants to support the debt servicing of the bonds.

UNIVERSITY AXILIARY FACILITIES
NARRATIVE SUPPLEMENT TO INCOME AND EXPENDITURE STATEMENT
TO BE PROVIDED TO BOARD OF GOVERNORS MEMBERS

1. Do the pledged revenues reported contain any overhead assessments ? If yes, please explain.

NO

2. Do pledged revenues or expenditures change year over year 10% or more ? If yes, please explain.

NO

3. Please explain amounts categorized as "other".

N/A

4. Add lines as needed for additional university comments. This information will be shared with Board of Governors members.

IX.

Financial/Budget Update and
Multi-Year Budget Process

Budget, Finance & Facilities Committee

Date: Tuesday, March 7, 2017

Agenda Item: IX

Subject: Quarterly Report – E&G and Non-E&G Budget Status as of December 31, 2016

Summary: Please find attached the actual expenditures compared to the approved budget as of December 31, 2016 for E&G and Non-E&G budget entities.

- As of December 31, 2016 a total of 84.38% of the allocated dollars is showing as expended and encumbered compared to 50% of the year having been completed. 80% of the encumbrances is for salaries and OPS for the remainder of the fiscal year.
- **At this time, we do not anticipate any budgetary issues for the E&G Budget at the end of the fiscal year.**
- Prepared by: The Budget Office

FLORIDA A&M UNIVERSITY
2016-2017 E&G OPERATING BUDGET
AS OF DECEMBER 31, 2016

ADMINISTRATION	BUDGET	ENCUMBRANCES	EXPENDITURES	TOTAL COMMITTED	% EXPENDED/ COMMITTED
PRESIDENT	2,980,362	843,567	1,064,718	1,908,285	64.03%
COMMUNICATIONS/EXTERNAL AFF	1,235,669	509,628	551,325	1,060,953	85.86%
BROOKSVILLE	507,349	180,595	154,846	335,441	66.12%
VP ADMINISTRATION	9,147,420	3,448,644	4,397,940	7,846,584	85.78%
VP DEVELOPMENT	1,229,008	570,578	566,989	1,137,567	92.56%
VP AUDIT AND COMPLIANCE	732,805	340,063	313,112	653,175	89.13%
VP LEGAL AFFAIRS	1,522,214	635,721	687,901	1,323,622	86.95%
ITS	9,163,462	3,324,112	4,240,996	7,565,108	82.56%
PRESIDENTIAL RESERVE	1,947,120			-	0.00%
CAMPUS SECURITY	2,969,777	1,305,344	1,323,774	2,629,118	88.53%
TOTAL ADMINISTRATION	31,435,186	11,158,252	13,301,601	24,459,853	77.81%
PLANT OPERATIONS & MAINTENANCE					
PHYSICAL PLANT	18,265,300	7,659,424	8,274,255	15,933,679	87.23%
FACILITIES PLANNING	1,219,340	464,454	425,157	889,611	72.96%
ENVIRONMENTAL SAFETY	554,055	240,499	204,813	445,312	80.37%
TOTAL PO&M	20,038,695	8,364,377	8,904,225	17,268,602	86.18%
LIBRARIES					
UNIVERSITY LIBRARIES	4,512,267	1,342,222	2,224,824	3,567,046	79.05%
STUDENT SERVICES					
VP STUDENT AFFAIRS	10,253,590	2,799,953	6,627,202	9,427,155	91.94%
TUITION Differential NEED BASE	2,100,000		908,144	908,144	43.24%
WOMEN ATHLETICS	714,056	241,889	250,286	492,175	68.93%
TOTAL STUDENT SERVICES	13,067,646	3,041,842	7,785,632	10,827,474	82.86%
TOTAL NON I&R	69,053,794	23,906,693	32,216,282	56,122,975	81.27%
INSTRUCTIONS AND RESEARCH					
VP ACADEMIC AFFAIRS	7,914,250	2,606,059	3,026,471	5,632,530	71.17%
ESI	1,731,254	733,465	726,878	1,460,343	84.35%
SUSTAINABILITY CENTER	367,591	142,423	162,103	304,526	82.84%
ARCHITECTURE	3,634,603	3,634,603	1,665,836	1,604,290	44.14%
SOCIAL SCIENCES	13,275,358	6,370,183	5,863,150	12,233,333	92.15%
SBI	7,615,952	3,607,787	3,516,972	7,124,759	93.55%
CESTA	4,962,346	2,386,905	2,234,251	4,621,156	93.12%
JOURNALISM	2,652,008	1,216,029	1,208,506	2,424,535	91.42%
EDUCATION	6,086,055	2,383,812	2,664,759	5,048,571	82.95%
NURSING	2,203,861	934,692	878,455	1,813,147	82.27%
PHARMACY	11,540,014	5,250,279	5,418,154	10,668,433	92.45%
ALLIED HEALTH	4,175,912	1,865,252	1,966,803	3,832,055	91.77%
SCIENCE AND TECHNOLOGY	8,690,131	3,997,751	3,914,795	7,912,546	91.05%
GRADUATE STUDIES	2,828,578	529,380	1,062,253	1,591,633	56.27%
LAW SCHOOL	12,348,393	5,679,219	5,725,147	11,404,366	92.36%
TUITION DIFFERENTIAL	4,900,000	1,709,129	2,852,168	4,561,297	93.09%
TOTAL I&R	94,926,306	43,046,968	42,886,701	82,237,520	86.63%
TOTAL ALLOCATED E&G	163,980,100	66,953,661	75,102,983	138,360,495	84.38%
TOTAL UNALLOCATED E&G **	12,000,000				
TOTAL E&G	175,980,100	66,953,661	75,102,983	138,360,495	84.38%

** TUITION NOT COLLECTED BECAUSE OF DECREASE IN ENROLLMENT. THIS IS BUDGET AUTHORITY ONLY AND CANNOT BE SPENT IF DOLLARS ARE NOT COLLECTED.

FLORIDA A&M UNIVERSITY										
NON E&G Budget Status As of December 31, 2016			Revenues							
	Dept	Fund	07/01/2016 Beginning Fund Balance	Budgeted Revenue	16-17 Revenue Collected YTD	Available Revenue	2016-17 Budget	16-17 Expenditures & Encumbrances as of 12/31/16	YTD Fund Balance	Notes
Academic Affairs										
DRS Fund 118	Various	118	337,520	3,873,055	1,639,486	1,977,006	4,245,751	3,677,642	(1,700,636)	A
Late Registration (Fund 117)	480910	117	75,282	50,100	50,100	125,382	15,900	-	125,382	
Law School Bar Prep Fee	613012	116	6,194	-	-	6,194	11,623	-	6,194	
Law School Library Coin Oper	603412	116	55,833	12,080	4,494	60,327	11,186	1,002	59,325	
Journalism Lab Fee	611012	116	3,721	3,500	1,860	5,581	3,710	-	5,581	
Graphic Arts Lab Fee	611032	116	(58,521)	-	735	(57,786)	-	-	(57,786)	B
Nursing Lab Fees	614012	116	22,203	18,425	5,660	27,863	23,625	11,926	15,937	
Nursing ATI Fees	614022	116	4,016	48,500	15,568	19,584	63,000	18,316	1,268	
FAMU/Leon Cty Pharmacy	615012	116	476,389	339,500	150,864	627,253	354,718	292,738	334,515	
Pharmacy Lab Fees	615022	116	88,171	37,800	14,902	103,073	101,289	13,496	89,577	
Allied Health Lab Fees	616012	116	11,136	16,200	2,500	13,636	16,430	2,123	11,513	
Music Lab Fees	617032	116	7,131	6,250	5,550	12,681	4,770	3,135	9,546	
Biology Material Supplies Fee	617062	116	40,468	30,000	17,070	57,538	92,427	26,816	30,722	
Chemistry Lab Fee	617072	116	28,831	25,215	7,575	36,406	28,411	19,137	17,269	
CIS Lab Fees	617082	116	(521)	22,500	1,605	1,084	11,034	10,673	(9,589)	C
Continuing Education	618070	116	(120,681)	351,930	177,082	56,401	168,383	149,349	(92,948)	D
Center for Ethnic Psychology Resea	618074	116	-	5,500	-	-	825	-	-	
Marching 100 Summer Camp	618075	116	86,793	118,000	22,687	109,480	128,508	130,308	(20,828)	E
Entomology Field Day	618076	116	51,258	22,000	20,268	71,526	23,386	20,197	51,329	
Edmonds Youth theatre	618079	116	17,332	21,250	3,875	21,207	28,946	12,801	8,406	
Office of Inst Tech - Support	618510	116	20,916	61,944	55,973	76,889	63,751	42,318	34,571	
Distance Learning- SBI	618520	116	174,507	484,704	109,296	283,803	258,526	89,092	194,711	
Distance Learning- Nursing	618530	116	42,072	118,584	39,528	81,600	128,834	42,250	39,350	
Distance Learning- Public Health	618540	116	49,612	111,150	50,700	100,312	147,855	31,349	68,963	
Pharmacy Seminars	618701	116	(78,217)	10,000	1,275	(76,942)	-	-	(76,942)	F
Univ. Library Copy/Print Services	630010	116	52,145	30,000	13,290	65,435	27,704	23,142	42,293	
Transcript Fee	604370	116	98,454	170,000	170,000	268,454	127,881	87,574	180,880	
Student Hlth Ctr Pharmacy	604800	116	13,683	231,500	154,489	168,172	177,271	182,231	(14,059)	G

FLORIDA A&M UNIVERSITY										
NON E&G Budget Status As of December 31, 2016										
		Revenues								
	Dept	Fund	07/01/2016 Beginning Fund Balance	Budgeted Revenue	16-17 Revenue Collected YTD	Available Revenue	2016-17 Budget	16-17 Expenditures & Encumbrances as of 12/31/16	YTD Fund Balance	Notes
Administrative & Financial Services										
Controller's Office										
Surplus Property	445300	116	102,926	34,500	25,155	128,081	33,373	17,162	110,919	
Auxiliary Overhead	603130	116	2,042,693	1,075,000	258,531	2,301,224	1,473,138	1,079,817	1,221,407	
Late Payment Fund 117	480920	117	2,759,784	400,000	400,000	3,159,784	358,056	37,846	3,121,938	
Fin Aid Adm Exp Controller Fund 11	481220	117	1,377,132	145,000	145,000	1,522,132	323,208	131,663	1,390,469	
Business and Aux Services										
Bookstore	603150	116	963,332	505,000	340,556	1,303,888	349,126	247,487	1,056,401	
University Commons	603170	116	5,578,499	11,462,640	8,226,453	13,804,952	13,324,450	11,384,573	2,420,379	
Bus & Aux. Services	603400	116	169,230	279,000	342,750	511,980	290,013	170,189	341,791	
Post Office	603401	116	270,410	321,180	267,172	537,582	409,686	325,356	212,226	
Procurement Contracts	603405	116	315,517	185,059	69,747	385,264	167,248	165,948	219,316	
Rattler Card	603407	116	285,778	248,073	161,632	447,410	266,236	227,366	220,044	
Copy Center	603410	116	137,545	267,197	221,707	359,252	231,363	188,129	171,123	
Construction & Facilities Planning										
Building Code	603415	116	256,808	25,000	304,802	561,610	216,788	142,932	418,678	
Events department	635010	116	258,431	97,425	31,158	289,589	135,993	43,049	246,540	
Events department-Ticket Sales	635011	116	11,717	50,000	37,666	49,383	50,000	-	49,383	
E.I.T										
Technology Fee	482200	117	160,701	1,617,240	1,617,240	1,777,941	1,510,897	1,354,530	423,411	
Telecommunications	603406	116	344,481	2,130,330	2,130,330	2,474,811	2,359,314	1,024,332	1,450,479	

FLORIDA A&M UNIVERSITY										
NON E&G Budget Status As of December 31, 2016										
			Revenues							
	Dept	Fund	07/01/2016 Beginning Fund Balance	Budgeted Revenue	16-17 Revenue Collected YTD	Available Revenue	2016-17 Budget	16-17 Expenditures & Encumbrances as of 12/31/16	YTD Fund Balance	Notes
Student Affairs										
Fin Aid Adm Exp Fund 117	481210	117	66,871	250,000	250,000	316,871	303,462	234,168	82,703	
Orientation Fee (Fund 117)	482000	117	149,194	271,393	185,956	335,150	266,488	228,727	106,423	
Rattler Aquatics	603160	116	13,327	21,200	21,200	34,527	40,218	19,160	15,367	
Student Union	604140	116	(47,671)	650,101	459,951	412,280	600,738	346,373	65,907	
Student Union Bowling Alley	604141	116	47,940	13,000	-	47,940	23,017	6,702	41,238	
Campus Recreation	631100	116	23,687	693,643	682,395	706,082	680,006	562,101	143,981	
FAMU DPS Alarm Monitor	604170	116	6,710	19,950	-	6,710	10,600	-	6,710	
FAMU Child Care Center	604480	116	98,870	669,872	331,132	430,002	732,550	456,968	(26,966)	H
Hosp O&M Student Hlth	604790	116	1,346,970	1,800,566	1,211,994	2,558,964	3,037,559	2,363,232	195,732	
Counseling Services	604795	116	24,141	433,977	433,977	458,118	458,364	416,966	41,152	
LifeScan Finger Printing	603210	116	117,746	55,500	12,923	130,669	60,419	58,568	72,101	
University Parking	603200	116	1,554,003	2,007,344	926,520	2,480,523	2,534,470	1,273,784	1,206,739	
Housing Fund 110	Various	110	3,390,676	15,337,089	7,363,270	10,753,946	14,962,994	7,237,437	3,516,509	
A&S Fees	Various	117	291,888	2,401,728	2,401,728	2,693,616	2,892,171	2,092,319	601,297	
President										
Athletics	Various	115	-	8,937,500	4,086,253	4,086,253	7,577,360	7,385,251	(3,298,998)	J
Concessions	450100	117	546,219	227,628	203,244	749,463	295,815	94,266	655,197	
NOTES:										
A Collections are received from DOE bi-monthly. These collections are calculated using the FEFP. All salaries have been encumbered for the entire fiscal year.										
B The item types for this department has been corrected and spending has been restricted until the deficit has been eradicated.										
C Revenues for this department are collected as students register for classes that are associated with the respective lab fee.										
D A debt reduction plan is in place in the Continuing Education department, spending is continuously being monitored to adhere to the submitted plan.										
E Revenues for this department are collected as students register for band camp during the summer.										
F A debt reduction plan has been developed for Pharmacy Seminars, until revenue is collected to cover the accumulated deficit, all spending has been restricted for the FY16-17.										
G Revenues are collected continuously throughout the fiscal year as students purchase medicine from this Student Pharmacy.										
H Revenues for FAMU ChildCare are generated continuously throughout the fiscal year and will eliminate the projected negative balance										
I The university is awaiting a check from the Foundation that will cover the projected negative balance.										
A debt reduction plan has been developed to address the deficit in Athletics.										
J The budget and spending is reviewed on a weekly basis.										

XII.

Food Service Vendor

- Metz Contract Agreement

AGREEMENT

THIS AGREEMENT, (the "Agreement") is made effective the 1st day of November, 2013 (the "Effective Date") by and between The Florida Agricultural and Mechanical University Board of Trustees, a public body corporate pursuant to Florida law ("FAMU"), 1700 Lee Hall Drive, Tallahassee, Florida 32307 - and Metz Culinary Management, Inc., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania ("Metz" or "Contractor") and authorized to conduct business in the State of Florida, with offices located at Two Woodland Drive, Dallas, Pennsylvania 18612. FAMU and Metz shall jointly be referred to as the "Parties" and each is a "party" as necessary by the context.

RECITALS

A. FAMU issued a Request for Proposal Number 0031-2013 on June 25, 2013, and Addenda 1-3 (RFP) thereto to obtain proposals for management of its campus dining and catering services to provide food services to students, faculty, staff and guests.

B. Metz is engaged in the business of supplying food management services to public and private institutions in the continental United States in connection with the operation of such institutions' food services programs and provided a proposal in response to the RFP ("Proposal").

C. FAMU desires to have Metz operate and manage FAMU's dining and food services program (the "Program") and provide such other services or operate and manage such other activities as more fully described in Article I hereof.

D. Metz desires to provide FAMU with the Services (as such term is defined in Article I hereof) on the terms and conditions set forth herein.

Now therefore, in consideration of the promises and the mutual agreements and covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows with the intention of being legally bound hereby:

ARTICLE 1

SCOPE OF SERVICES

1.1 All paragraphs of the Recitals are incorporated herein by reference as if fully set forth at length.

1.2 Agreement. The terms of this "Agreement" shall include all the terms, conditions, and requirements set forth in (1) Request for Proposal Number 0031-2013, Addenda 1-3 to the RFP, incorporated herein by reference, (2) the Proposal submitted by the Contractor that are not in conflict with the terms and conditions herein, incorporated herein by reference, and (3) this Agreement, all of which taken together form the Agreement. Unless the context requires otherwise, all references to "this Agreement" and use of the terms "herein," "hereby," "hereof," "hereto," "hereunder," and the like shall be deemed to include the RFP, the Proposal, and this Agreement. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFP and/or Proposal, the provisions shall be given precedence in the following order: (1) the Agreement; (2) the RFP; and (3) the Proposal. Wherever possible, the provisions

of the documents shall be reasonably construed in such manner as to avoid conflicts between provisions of the various documents. Also, any additional terms in this Agreement shall govern and be given effect, this being agreed by the Parties that any additional terms in this Agreement are intended to be beneficial to FAMU. Certain provisions of this Agreement expressly or by their terms survive its expiration or termination.

1.3 FAMU agrees to retain Metz and Metz agrees to accept such engagement from FAMU to exclusively (with the exception of vending, pouring rights, concessions, FAMU Bookstore operations, and Galimore Lanes) operate all dining services on the main campus of FAMU as well as at the FAMU-FSU College of Engineering located in Tallahassee, Florida and the FAMU College of Law located in Orlando, Florida and to provide on-campus catering food service on a non-exclusive basis (collectively, the "Services"). New facilities may be added to the scope of campus facilities by mutual written agreement. During the term of this Agreement, Metz will honor all exclusive contracts of FAMU, including but not limited to pouring rights, snack vending, FAMU Bookstore contracts that exist or that may arise subsequent to the effective date of this Agreement.

The Services shall commence on January 2, 2014 (the "Service Commencement Date").

1.4 FAMU agrees to furnish to Metz throughout the term of this Agreement, and any extensions or renewals thereof, facility areas for the performance of the Services (collectively, the "Facility"), in which the Facility shall be completely and fully equipped and furnished to the mutual satisfaction of Metz and FAMU. Nothing herein shall be construed as granting Metz title or ownership of any Facilities improvements or property of FAMU or exclusive use of the Facilities. FAMU shall have the right upon prior written notice to Metz, reasonable under the circumstances, to relocate all or a portion of the Facilities or to withdraw a portion of the Facilities.

1.5 Metz will operate the Facility in accordance with all statutes, regulations, ordinances, directives, and/or rules of governmental bodies or agencies or public health agencies applicable to FAMU and the operation of the Program. All furnishings or other items supplied by FAMU for use in the Facility (the "Property") shall remain the sole property of FAMU. FAMU shall maintain and make all necessary repairs or replacements to such Property and the Facility at its sole cost and expense, except as otherwise specified in Sections 1.13 and 1.14 of this Agreement. Metz must provide timely notice; however, no later than 48 hours, to FAMU of the need for maintenance or repairs to any equipment, contents, or portions of the Facility under Metz's control. Notwithstanding any other provision herein, Metz shall be responsible for all damage to the Property and/or the Facility caused by the negligent and/or intentional acts or omissions of Metz or its employees, agents, officers, or representatives.

1.6 FAMU retains the right to access and to permit its designees to access the Facility at any time, and without prior notice to Metz, for purposes of conducting sanitation, safety, and licensure inspections, auditing Metz's compliance with this Agreement, responding to emergencies, conducting emergency preparedness drills, and other business necessities as determined by FAMU. FAMU reserves the right, during non-operating hours, to use food service areas for other purposes which do not include food service. FAMU will notify Metz in advance of such use. Metz will not be responsible for damage, theft, or cleaning to food service area when used by the FAMU in Metz's absence. Metz will notify FAMU's representative immediately upon discovery of damage or theft.

1.7 At all times throughout the term of this Agreement and any extensions or renewals thereof, Metz agrees to furnish any and all necessary qualified personnel (the "Metz Personnel") to adequately and economically operate the Program. Metz shall be responsible for recruiting, hiring, employing, compensating, payment of payroll taxes, training, supervising, and managing all Metz Personnel under this Agreement. All Metz Personnel that are assigned to perform Services under this

Agreement or that frequent the Facility shall be required to pass criminal background and drug tests administered by Metz, as may be permitted under state and/or federal laws, FAMU and Florida Board of Governors ("BOG") Regulations including but not limited to BOG Regulation 3.001. Metz shall employ no fewer than ten (10) students from the University as Metz Personnel to service this Agreement. Student employees on Metz's payroll shall be compensated at an hourly wage of not less than \$8.00 per hour. Metz shall provide the results of criminal background screenings, for persons prior to placement on FAMU's campus, to the Vice President and General Counsel in FAMU's Division of Legal Affairs. Metz shall provide the methodology for approval for any hire who has a criminal history. Metz's methodology for approval shall not be less stringent than that set forth in Chapter 435, Florida Statutes. All Metz employees, except management employees, shall be dressed to work in uniforms at all times. Management employees shall be dressed in an appropriate manner at all times. Nothing contained herein, or in the relationship of the Parties, shall constitute or be deemed or construed to create an employment, an agency, a partnership, or a joint venture relationship between FAMU and Metz or any Metz Personnel. Metz shall not hire unauthorized aliens in violation of Section 274(e) of the Immigration and Nationality Act. If Metz knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement by FAMU.

1.8 Metz shall cause all Metz Personnel to submit to periodic health examinations, at least as frequent and as stringent as required by law, and to submit satisfactory evidence of compliance with all health regulations and this provision to FAMU.

1.9 Metz personnel shall adhere to FAMU's regulations regarding personal behavior. If FAMU desires that any Metz Personnel be removed from FAMU's campus or from performance of the Services for any lawful reason, FAMU shall provide written notice to Metz, and Metz shall, upon FAMU's reasonable request, promptly remove said Metz Personnel from the campus and future work schedules, but any and all such removals will be made in the name of the Metz. FAMU reserves the right to require the replacement of any management personnel due to operating difficulties determined to be the result of deficient on-site management. Metz shall provide a mutually acceptable replacement for such Metz Personnel within a reasonable period of time thereafter.

1.10 As a minimum standard, Metz shall determine the specifications for food as set forth in the RFP and other supplies to be used in the Program and shall order quality food and supplies based on such specifications. Except as otherwise set forth herein, Metz shall be entitled to utilize Metz's national account or other vendor systems to purchase food and supplies for the Program and Services. In the event any of Metz's national account of vendors extend to Metz any credits, rebates or discounts related to Metz's business or related to Metz's relationships or business dealings with such respective vendors, including but not limited to any early payment discounts or volume discounts, Metz shall be entitled to exclusively retain such credits, rebates, or discounts.

1.11 Notwithstanding any other provision of this Agreement, Metz is advised that FAMU has a pouring rights agreement with Coca-Cola and Metz agrees to abide by the terms of that agreement. Any payments arising from the pouring rights agreement shall belong to FAMU.

1.12 Metz will maintain ownership of all food, Paper Products (which shall be defined as any paper or plastic items that are to be consumed by the public and/or the authorized recipients or purchasers of the food service provided in the Program, including but not limited to napkins, straws, containers, plates, cups, table cloths, and utensils) and Cleaning Supplies (which shall be defined as all cleaning supplies utilized in connection with the Program, including but not limited to cleaners, soaps, brooms, mops, brushes, dust rags, buckets, polishers, scrubbers, ladders, grease guns, and oil cans), and will at all times, with FAMU's reasonable cooperation, maintain responsibility for the storage and safekeeping of the food, Paper Products, and Cleaning Supplies inventory.

1.13 The parties' respective operational responsibilities for providing and paying vendors directly for the following items are indicated below:

	<u>METZ</u>	<u>FAMU</u>
Food	X	
Office supplies/stationery	X	
In-service training materials	X	
SOP Manual, Recipe Catalogue, Safety Manual	X	
Smallware replacement up to initial inventory levels	X	
Basic Telephone service		X
Telephone long distance	X	
Internet Service		X
Professional Services	X	
Sub-contracted Services	X	
Laundry	X	
Cleaning / Dishwashing supplies	X	
Menu paper and printing	X	
Photocopying	X	
Kitchen paper / plastic	X	
Kitchen Knife Sharpening	X	
Marketing / merchandising materials for daily operation	X	
Business licenses and permits	X	
Computer hardware/printer paper	X	
Computer software	X	
Computer hardware & software support	X	
Computer related charges	X	
Rented / leased equipment		
Initial Smallware replacement above initial inventory levels		X
Minor equipment replacement (under \$500)		X
Major equipment replacement (over \$500)		X
Utilities		X
Pest Control		X
Garbage / trash removal from kitchen to dumpster	X	
Dumpster service		X
Postage and mail services	X	
Uniforms (approved by FAMU)	X	
Advertising, Sales & Marketing Expense	X	
Hood Cleaning & Fire Suppression Services		X
Point of Sale Register	X	
Menu Boards		X
Recruiting & Transfer Expenses	X	
Training & Development	X	
Credit Card Service Fees	X	
Delivery, Shipping, Freight Expenses	X	
Taxes & Licenses	X	
Dish machine maintenance and repair		X

1.14 The parties shall provide cleaning responsibilities as follows:

	<u>METZ</u>	<u>FAMU</u>	<u>Frequency</u>
<u>Kitchen</u>			
Floors	X		Daily
Walls	X		Weekly
Equipment	X		Daily
Refrigerators and Freezers	X		Daily
Vents		X	Quarterly
Ceiling		X	As Needed
Ducts		X	Annually
Light bulb replacement		X	As Needed
<u>Storage Areas</u>			
Floors	X		Daily
Walls	X		Monthly
Ceiling		X	As Needed
Shelving	X		Daily
Light bulb replacement		X	As Needed
<u>Café/Deli/Servery</u>			
Serving line/equipment	X		Daily
Serving line walls	X		Daily
Serving line floor/tile	X		Daily
Light bulb replacement		X	As Needed
Ceiling		X	As Needed
<u>Dining Area</u>			
Furniture	X		Daily
Equipment	X		Daily
Floors	X		Daily
Floors/Walls		X	As Needed
Ceiling		X	As Needed
Windows finishes/drapery		X	Annually
Light bulb replacement		X	As Needed
<u>Shipment Receiving Area</u>			
Pressure Wash	X		Weekly
Daily Polishing, Pick-up/spot mop	X		Daily
Dumpster Monitoring	X		Daily
Light bulb replacement		X	As Needed
<u>Other</u>			
Art Work		X	Monthly

1.15 Metz shall maintain high standards of sanitation and shall be responsible for routine cleaning and housekeeping in the food preparation and service areas (including food service equipment, kitchen floors, hoods (up to the point of ductwork), grease filters, and restrooms associated with food service facilities.) and for the routine cleaning of dining areas including, but not limited to floors, tables and chairs.

Metz will maintain on file with the FAMU's Director of Risk Management, a detailed process for investigating any suspected outbreak of food borne illness alleged to have resulted from food served at

any FAMU Facility. This documentation will also detail a protocol for dealing with the recall of tainted or unwholesome products.

1.16 Metz shall ensure that its employees shall be familiar with and have continuing working knowledge of the fire suppression systems in the kitchen hoods, fire extinguishers, and hoses in food service areas and make periodic inspection thereof.

1.17 Metz shall accept the Rattler Identification Card as a form of payment in all dining locations.

1.18 Metz shall at its expense develop, implement, operate, and maintain an information technology system (which may include, but not be limited to, hardware, owned and licensed software, and systems support) necessary to support the services provided by Metz ("IT System"). FAMU shall provide a suitable environment, including such heat, air conditioning, telephone, and utility service as may be reasonably required for the operation of the IT System.

1.19 Metz shall comply with FAMU's Emergency and Contingency Plan and shall use its resources to insure that all Resident Dining Patrons and other persons holding a meal plan are provided food services consistent with FAMU's Emergency and Contingency Plan.

ARTICLE 2

COMPENSATION

2.1 In consideration of Metz's Services, FAMU shall pay to Metz the following:

(a)(i) Weekly Meal Plan Sales. The Program shall offer students the meal plan options as set forth in Exhibit A. Prior to the commencement of an academic year, the parties may mutually agree and implement revised and/or additional meal plan options to be offered to students. FAMU shall pay to Metz a weekly amount that shall vary from week-to-week depending upon the total number of meal plan participants each week as well as the number of serving days in the week (defined as the "Weekly Meal Plan Sales"). For the remaining portion of the 2013-2014 Academic Year and for the entire 2014-2015 Academic Year, the Weekly Meal Plan Sales shall be calculated by multiplying \$12.38 (the "Board Rate") times the number of students enrolled in each meal plan in a given week, and then by further multiplying this total by the number of days in which meals are served during the week in question. The Board Rate is based upon there being a minimum of 235 service days per year. In the event that the actual service days are less than this amount, the Board Rate shall be equitably adjusted to account for the reduced number of service days. FAMU shall pay such uncontested weekly invoices within thirty (30) days following FAMU's receipt of an invoice.

(a)(ii) For the 2015-2016 Academic Year and for subsequent Academic Years, the Board Rate shall be subject to a mutually agreed upon increase, not to exceed the percentage increase, if any, during the preceding twelve (12) month period in the Consumer Price Index Food Away From Home South Region or a comparable index if that index is not available. Metz shall propose to FAMU the recommended rate increases, if any, by October 1st of each year.

The parties shall meet to discuss adjusting the terms of Compensation in this Article to appropriately offset any significant new taxes, fees, operating costs, assessments, or costs of licenses that may be required by any federal, state or local legislation effectuated after the Effective Date of this Agreement. Any adjustments must be accompanied by supporting documentation and mutually agreed upon.

(a)(iii) The Gold and Silver meal plan options as set forth in Exhibit A are unlimited meal plan options that provide unlimited access to the main cafeteria located in the Student Services Center on the Tallahassee Campus only. However, students on those meal plans shall have meal equivalents that can be used for one breakfast, one lunch, and/or one dinner per day outside the dining hall. These meal equivalents can be used at an exchange rate of \$6.25 per meal. The base Gold, Silver and Bronze meal plan options as set forth in Exhibit A provide "Flex Dollars" of \$25, \$75 and \$200 respectively. If a student elects to purchase additional Flex Dollars beyond these base amounts, those additional sales of Flex Dollars will be provided to Metz as of the date of purchase and will be considered cash sales subject to commissions set forth in paragraph 2.5. Unused base flex dollars shall not carry over from the Fall semester to the Spring semester. However, with respect to additional Flex Dollars purchased for the Fall semester, the unused portion of those additional Flex Dollars shall carry over to the Spring semester.

(a)(iv) Faculty/Staff and Commuter Meal Plans are set forth in Exhibit A. Metz shall invoice FAMU for such meal plans based upon the prices reflected in Exhibit A and FAMU shall pay such uncontested invoices within thirty (30) days following FAMU's receipt of the invoice.

(b) Retail Sales/Pricing. All retail prices shall be agreed upon and will remain firm for the first eighteen (18) months of the Agreement. Pricing and commission rates for any proposed new or additional retail products not listed in Metz's proposal must be approved by FAMU prior to offering them for sale. If Metz requests retail price increases or financial relief over the term of the Agreement, Metz will submit the request for such action in writing together with full supporting documentation. Approval will not be unreasonably withheld, delayed, or conditioned; however, FAMU will not, under any circumstances, grant approval for price increases that exceed prices in like institutions or local convenience stores. Metz shall provide retail products at the Facilities and at such other locations as FAMU and Metz shall agree.

Retail Brands. The Parties shall mutually agree upon Retail Brands. All agreements pertaining to brand/franchise concepts shall be between Metz and the franchisor. Sales deriving from these brands will be subject to the commissions set forth in Section 2.5. Metz shall control all aspects of the Retail Brands operations, including menus, staffing, and hours of operation. FAMU shall have approval over the operations, so long as such approvals do not conflict with Metz's agreement with the Retail Brands. Representatives of the Retail Brands will be allowed access to the Facilities during reasonable business hours for quality assurance inspections of the Retail Concepts. Metz shall notify FAMU twenty (20) days in advance of any termination or expiration of a license or franchise agreement related to a Retail Brand. Metz and FAMU shall mutually determine what Retail Concept operation, if any, shall replace such Retail Brand. In any event, the Retail Brands operation shall terminate upon termination or expiration of this Agreement. Upon termination or expiration of this Agreement, Metz shall remove related equipment in accordance with the terms of the applicable license agreements.

(c) Catering. FAMU shall pay Metz for FAMU preapproved catering services based upon the prices reflected in the Catering Guide attached hereto as Exhibit B, which prices may be amended annually by mutual agreement of the parties not to be unreasonably withheld. Metz shall submit weekly catering invoices and all uncontested catering invoices shall be paid by FAMU within thirty (30) days of FAMU's receipt of the invoice. Metz shall be responsible for collection of amounts due from non-University sponsored third party functions.

2.2 All cash and credit sales received from the Program, including but not limited to cash and credit sales from the retail operations, shall be collected and retained by Metz as its sole property, except as set forth in Section 2.5. Metz agrees to provide FAMU with a monthly report of all cash and credit card sales received by Metz.

2.3 FAMU shall provide Metz with a one-time start-up advance of \$615,000 by January 10, 2014. Metz shall reimburse this payment to FAMU by May 31, 2014. If such repayment is not made by May 31, 2014, FAMU shall be entitled to offset any unreimbursed portion from any amount due to Metz. In the event FAMU disputes any billing by Metz, FAMU shall notify Metz in writing within thirty (30) days of the date of such billing as to the amount of the billing in dispute and the reason for such dispute. Any sums that are undisputed and unpaid after the above specified periods shall bear interest as set forth in Section 55.03, Florida Statutes, accruing from the date such sums are due and owing to the date of payment. Acceptance by Metz of less than full payment on any billing or billings shall not be a waiver of any of Metz's rights to collect the entire balance of such billing or billings plus interest, if any. FAMU does not in any manner guarantee a profit to Metz or a specified number of Meal Plans and shall in no manner be penalized for any loss in profits or shortfalls. FAMU shall receive all appropriate amounts due hereunder, despite monthly meal plan sales.

2.4 Metz will make a capital investment of \$2,491,405. The first \$481,905 shall be payable upon execution of the Agreement. Metz shall amortize this investment on a monthly straight-line basis over one hundred and twenty (120) months commencing on the Service Commencement Date. If the Agreement is terminated for any reason or expires prior to the complete amortization of the investment, FAMU shall or shall require its new food service provider to reimburse Metz for the unamortized portion of the investment within thirty (30) days of the termination. Metz will provide to FAMU a detailed list of the improvements and their value at the initiation of this Agreement and all such equipment, signage and equipment will become the property of FAMU free of all liens or encumbrances at the termination of this contract under either Section 2.4 or any other section of this Agreement. FAMU will engage an independent third-party to appraise the value of the improvements. At the commencement of the renewal term of the Agreement, Metz shall invest an additional \$1,000,000 that shall be amortized on a monthly straight-line basis over the remaining sixty (60) months of the renewal term. If the Agreement is terminated for any reason prior to the complete amortization of this additional investment, FAMU shall or shall require its new food service provider to reimburse Metz for the unamortized portion of the investment within thirty (30) days of the termination or expiration. The obligations of FAMU pursuant to this Section 2.4 shall survive the expiration or termination of this Agreement.

2.5 Metz shall make commission payments to FAMU equal to the following percentages of the net sales of the Program:

- Eleven percent (11%) on all cash/credit/debit sales;
- Eleven percent (11%) on all additional Flex Dollar sales;
- Eleven percent (11%) on all catering/conference sales;
- Eleven percent (11%) on all Board sales.

Metz shall remit commission payments together with its submission of the monthly operations statement pursuant to Section 11.1(d) below. Metz guarantees that commissions for the partial year (January 2, 2014 through June 30, 2014) will be \$540,842, and that commissions for the first full year (July 1, 2014 through June 30, 2015) will be \$950,046. Metz will pay FAMU at a twelve percent (12%) commission rate on cash, catering and Flex Dollar sales when those sales total \$5,000,000 annually based upon a July 1st to June 30th sales period. This increased commission rate does not apply to Board sales. However, the increased commission on cash, catering, and Flex Dollar sales will be retroactive to the beginning of the annual sales period.

2.6 Metz will donate \$50,000 annually by July 1st to support campus activities as directed by FAMU. In the event that the Agreement were to be terminated without cause during any academic year, FAMU shall reimburse Metz \$4,166.67 for each remaining month of the academic year following the termination. In addition, Metz will provide an annual credit of \$25,000 to be applied to catering events hosted by the President of FAMU. In addition, Metz will pay FAMU monthly payments of \$8,333.34 for the utility costs of the Program by the 20th of each month.

2.7 Metz represents and warrants that Metz shall make annual unrestricted grant donations to FAMU in the amount of \$100,000 by May 1st of each year of the initial term of the Agreement.

2.8 Payment Terms: All invoices submitted by Metz to FAMU shall be paid within thirty (30) days of the invoice date in accordance with Section 215.422, Florida Statutes. In the event invoices are not paid within forty (40) days of the invoice date, FAMU agrees to pay interest on such amounts in accordance with Florida Statutes Section 55.03 (1), computed from the invoice date until the date paid. FAMU is a tax-immune sovereign and exempt from the payment of all sales, use and excise taxes. Metz shall be responsible to pay any such taxes imposed on taxable activities/services under this Agreement.

2.9 Metz shall submit invoices for meal plan sales, catering, and other billings to FAMU at the end of each week.

ARTICLE 3

TERM AND TERMINATION

3.1 The initial term of this Agreement shall commence on November 1, 2013, and end on June 30, 2019.

The agreement may be terminated as follows: (a) by Metz, at its option, upon thirty (30) days prior written notice of termination to FAMU following the failure of FAMU to pay any undisputed amount due pursuant to this Agreement; or (b) by FAMU, at its option, upon thirty (30) days prior written notice of termination to Metz following the failure of Metz to pay any undisputed amount due pursuant to this Agreement, or (c) by either party, upon written notice to the other party of the other party's default in its obligations hereunder (other than the failure to pay any amounts due, which is addressed in Article 3, Section 3.1 (a) and (b) above, and other than unsatisfactory performance on the part of Metz, which is addressed in Article 9 below and such default is not remedied within thirty (30) days after receipt of the written notice specifying the default); or (d) by FAMU, with or without cause, upon thirty (30) days advance written notice to Metz; or (e) by Metz with or without cause, provided such termination date is between academic semesters and is no less than 90 days from the date of Metz's notice of termination.

This Agreement may be renewed, at FAMU's sole discretion, for up to one additional five (5) year term, subject to satisfactory performance by the Contractor.

3.2 Upon termination or expiration of this Agreement, Metz will surrender possession of the Facility and the Property in as good condition and order as when received- Notwithstanding ordinary wear, tear, and depreciation and any changes in the condition of the Facility and Property resulting from the actions or omissions of FAMU or any other third party acting on behalf of FAMU.

ARTICLE 4

PROVISIONS RELATING TO INVENTORY OF SMALLWARES AND OTHER ITEMS

Metz shall inventory and be responsible for the replacement of all smallwares that are being removed by the current contractor. If the parties mutually agree to increase the initial inventory level of smallwares being replaced by Metz, FAMU shall be responsible for the initial increase. However, Metz shall maintain the required inventory levels, providing replacements as needed. At the termination of the Agreement, Metz shall leave smallwares comparable in all respects to opening inventory. Metz shall take such steps as may be reasonably required by FAMU for the protection against loss by pilferage or destruction. Metz shall provide an adequate inventory of linens, employee uniforms, aprons, jackets, towels, pot holders and such other related food service linens. Metz shall be responsible for the laundry cleaning and maintaining an adequate inventory of these items.

ARTICLE 5

COMPLIANCE WITH LAWS

In connection with the Services:

5.1 Metz agrees to comply with all federal, state and local laws, regulations and ordinances as well as FAMU and BOG regulations applicable to the Program and/or Services, and will operate the Program and provide the Services in accordance with good sanitation practices and safety and health and as mandated by federal, state and local laws, regulations and ordinances applicable to the Program and/or Services.

5.2 Metz will collect, be responsible for and remit to the appropriate taxing authority all federal, state and local taxes and sales taxes imposed upon revenues generated from sales in the Program, excluding revenues generated from sales of in-house vending machines for which FAMU is directly responsible.

5.3 Metz shall secure, maintain, and pay all federal, state and local licenses, permits, taxes, and fees required for the operation of the Program.

5.5 Neither party hereto shall discriminate and/or retaliate because of race, color, religion, sex, age, national origin, genetics, disability/handicap, status as a Vietnam era veteran or disabled veteran, or as further defined and prohibited by applicable federal, state, and/or local government laws, regulations, executive orders, or ordinances, in the recruitment, selection, training, utilization, promotion, termination, or other employment-related activities for the administration, operation, and management of

the Program and/or Services. Metz further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), and any physical changes to the Facility necessary to comply with Section 504 of the Rehabilitation Act of 1973 shall be the responsibility of FAMU.

ARTICLE 6

MANAGEMENT EMPLOYMENT RESTRICTION

6.1 FAMU acknowledges and agrees that Metz has provided to its supervisory employees, on a confidential basis, the Proprietary Information as defined in Article 10 below and that Metz has further made a significant investment of time, money and other resources in training its supervisory employees with respect to Metz's methods, procedures and systems. Accordingly, FAMU agrees that during the term of this Agreement (including any extensions or renewals thereof) and for a period of one (1) year following the expiration, termination or non-renewal of this Agreement (the "Period of Restriction"), it shall not knowingly directly or indirectly hire, authorize the hiring and/or permit the hiring of supervisory personnel of Metz, to work as part of or in connection with FAMU's food service program or programs (whether at the Facility that is the subject of this Agreement or elsewhere) nor shall it directly or indirectly, on its own behalf or in the service of or on the behalf of others, solicit or contact supervisory personnel of Metz, LLC in an attempt to hire or employ said supervisory personnel, unless such supervisory personnel were formerly employees of FAMU.

6.2 Likewise, Metz acknowledges and agrees that FAMU has provided to its supervisory employees, on a confidential basis, the Proprietary Information as defined in Article 10 below and that FAMU has further made a significant investment of time, money and other resources in training its supervisory employees with respect to FAMU's methods, procedures and systems. Accordingly, Metz agrees that during the Period of Restriction, it shall not directly or indirectly hire, authorize the hiring and/or permit the hiring of supervisory personnel of FAMU who in any way have job functions that are directly or indirectly related to FAMU's food service or catering programs (whether at the Facility that is the subject of this Agreement or elsewhere) nor shall it directly or indirectly, on its own behalf or in the service of or on the behalf of others, solicit or contact supervisory personnel of FAMU in an attempt to hire or employ said supervisory personnel, unless such supervisory personnel were formerly employees of Metz.

6.3 For purposes of this Article 6, "supervisory personnel" shall mean all persons who have directly or indirectly performed management or supervisory services in support of the Program at any time during the term of this Agreement and any extension or renewal thereof.

6.4 The Parties acknowledge that the restrictions contained in this Article 6 of the Agreement are reasonable and necessary in view of the nature of each Party's business and in order to protect the legitimate business interests of each Party. The Parties further acknowledge that the other Party's violation of the restrictions, or any one of them, may result in irreparable injury to the non-offending Party. Therefore, the Parties acknowledge that, in the event of the other Party's violation or threatened violation of any of the restrictions set forth in Article 6, the non-offending Party shall be entitled to obtain from any court of competent jurisdiction, preliminary and/or permanent injunctive relief restraining the offending Party from any violation of Article 6.

ARTICLE 7
INSURANCE AND INDEMNITY

7.1 Metz agrees to furnish FAMU with a certificate of insurance in a form acceptable to FAMU, within thirty (30) days after execution of this Agreement certifying that Metz shall maintain the following insurance coverages for the duration of this Agreement and any renewals thereof:

<u>Coverage</u>	<u>Minimum Limits</u>
Worker's Compensation	Statutory
<u>Commercial General Liability</u>	
Aggregate	\$2,000,000
OR	
Bodily Injury	\$1,000,000 each occurrence
AND	
Property Damage	\$1,000,000 each occurrence
<u>Automobile Liability</u>	
Combined Single Limit	\$1,000,000
OR	
Bodily Injury	\$1,000,000 each occurrence
AND	
Property Damage	\$1,000,000 each occurrence
<u>Liquor Liability</u>	\$1,000,000 each occurrence and aggregate
Excess/Umbrella Liability	\$5,000,000 each occurrence and aggregate
Commercial Fidelity Bond.	\$500,000 per claim

7.2 FAMU shall be listed as an additional insured.

7.3 Whenever FAMU is used for purposes of insurance or indemnification or harmless provisions under this agreement, "FAMU" shall include FAMU, the FAMU Board of Trustees, Florida Board of Governors, Florida Department of Education and the State of Florida.

7.4 Subject to Sections 1.5 and 7.6 hereof, Metz shall indemnify, defend, and hold harmless FAMU and its officers, directors, employees and agents, and each of them in their corporate and individual capacities, from any liability, loss, causes of action, or damage any of them may incur, including reasonable attorneys' fees, as a result of claims, demands, costs, or judgments of any kind or nature, by anyone whomsoever, arising out of or otherwise connected with any acts of Metz in violation of this Agreement or any negligent or intentionally wrongful acts or omissions of Metz or its officers, employees or agents, except to the extent such liability or damage is due to the negligence or fault or intentional wrongful acts or omissions of FAMU. Metz's obligations to indemnify and the rights of FAMU and its officers, directors, shareholders, employees and agents, to indemnification under this section shall survive termination or expiration of this Agreement. If any part of a delivery to FAMU pursuant to this Agreement is protected by any patent or copyright, Metz also shall indemnify and hold harmless FAMU from and against any and all liabilities, actions, damages, suits, proceedings, and

judgments from claims instituted or recovered against FAMU by any person or persons whomsoever on count of FAMU's use or sale of such article in violation of rights under such patent or copyright.

7.5 As a public body corporate of the State of Florida, FAMU's liability and its ability to indemnify any person, firm, or corporation is regulated by Florida law. Except for its Employees acting within the course and scope of their employment, FAMU shall not indemnify any entity or person and, then, such indemnification is limited to the express terms of Section 768.28, Florida Statutes. FAMU is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action and may only be waived by the Florida legislature. Accordingly, any and all liability and indemnification obligations in this contract shall be effective only to the extent expressly required by Section 768.28, Florida Statutes. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of FAMU as set forth in Section 768.28, Florida Statutes.

ARTICLE 8

FORCE MAJEURE

8.1 Neither Metz nor FAMU shall have any liability for their respective failure to perform this Agreement when performance is prevented by force majeure. As used herein, the term "force majeure", shall mean any requirement or request of any governmental authority or person purporting to act therefor, war, public disorders, acts of enemies, sabotage, strikes, lockouts, picketing, fires, acts of God, non-preventable accidents or breakdowns, or any similar or dissimilar cause beyond the reasonable control of either party.

ARTICLE 9

UNSATISFACTORY PERFORMANCE

9.1 Notwithstanding anything to the contrary in Section 3.1 hereof, if FAMU becomes dissatisfied with Metz's performance hereunder, including without limitation, Metz failure to provide adequate service, personnel, sanitation, or maintenance, repair, and replacement of equipment, FAMU shall give Metz written notice detailing the specific aspects of Metz's performance hereunder with which FAMU is dissatisfied and shall provide Metz a reasonable opportunity to respond to the notice within thirty (30) days after Metz's receipt thereof, by addressing with FAMU the issues identified in the notice and by outlining for FAMU in writing the steps Metz intends to take, if any, to address such issues. Continued unsatisfactory performance by Metz after the foregoing thirty (30) day period shall be deemed a material default in Metz's obligations hereunder and a breach of this Agreement and shall be cause for immediate termination of this Agreement by FAMU. This shall not preclude FAMU from exercising any other remedy under law or in equity.

ARTICLE 10

PUBLIC RECORDS AND PROPRIETARY INFORMATION

10.1 Public Records. This agreement may be cancelled unilaterally by FAMU for refusal by Metz to allow public access to those papers, documents, letters or other material which are public records maintained by FAMU and which are subject to the provisions of Chapter 119, Florida Statutes (the "Florida Public Records Act"), and made or received by Metz in conjunction with the Agreement. Specifically, this Agreement and the information contained herein are considered a public record. All of

Metz's documents, papers, letters or other materials related to the food services and the Metz's compensation and expenses paid under this Agreement, must be made available for inspection as required by Florida Public Records Laws, or for audit by FAMU or any other organization conducting reviews for FAMU, upon reasonable notice throughout the term of the Agreement. In addition, Metz' must retain all records concerning the food services or its compensation paid hereunder for up to three (3) years following the expiration of the Agreement.

Notwithstanding the foregoing, FAMU acknowledges that certain documents relating to this Agreement may contain trade secrets or proprietary information which provide Metz with a competitive advantage in the marketplace, and FAMU shall, prior to disclosing any public records which may contain such information, provide Metz with notice of its intent to so disclose and shall assist Metz, to the extent that Metz believes, in good faith, that such records (or portions thereof) may be exempt from disclosure under the Florida Public Records Act, in seeking an exemption from the disclosure of such records (or in redacting such information so as to avoid public disclosure of Metz's trade secrets or proprietary information). In the event that such non-disclosure results in any legal action, claim or proceeding against FAMU, Metz shall fully defend, indemnify and hold FAMU harmless from such actions, claims or proceedings and any costs and/or damages to FAMU resulting therefrom. For service contracts, Contractor shall return all documents to FAMU upon termination and destroy confidential and exempt information as appropriate. This provision shall survive the expiration or termination of the Agreement.

10.2 Confidential Information: Operating, personnel materials and information, including, but not limited to, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer software programs, excluding those software programs created by FAMU based on Metz supplied information, relative to or used in Metz's business or the business of any subsidiary or affiliate of Metz, shall be the property of Metz and shall be confidential as permitted by law. Metz understands that certain information submitted or supplied by Metz to FAMU may be considered a "public record" as described Section 10.1 of this Agreement, and both parties agreed to work together, in good faith, to fulfill the requirements of Section 10.1.

Further, if Metz believes that confidential information is required to be disclosed, Metz shall notify the FAMU Vice President for Legal Affairs and General Counsel and shall provide FAMU the opportunity to protect the information, prior to disclosing it to others, to the maximum extent permitted by law. FAMU's obligation does not constitute grounds for termination. This provision shall survive termination or expiration of the Agreement.

10.3 Proprietary Materials: The Parties agree that all computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Proprietary Materials"), provided by either party for use by the other party in connection with the food services provided by Metz under this Agreement, shall remain the property of the party providing same. Upon termination of this Agreement, all use of trademarks, service marks, and logos owned by either party or licensed by either party to the other party or any third parties shall be discontinued by the using party, and the using party shall immediately return to the owner of such Proprietary Materials all of same.

ARTICLE 11

FINANCE AND AUDIT

11.1 Metz agrees to comply with the following requirements governing the maintenance and availability of records and documentation:

(a) Metz Records. Metz shall maintain, during the term of this Agreement, and any extensions or renewals thereof and at no additional charge to FAMU, complete and accurate records and supporting documentation pertaining to: (i) the Compensation, Charges and all financial matters under this Agreement, including but not limited to expenditures made by Metz in connection with the Services, gross revenues and profits from sales, payroll for Metz Personnel and other labor costs, and (ii) all other transactions, reports, filings, returns, analyses, data and/or information created, generated, collected, processed or stored by Metz and/or Metz's subcontractors in the performance of the Services (including information in connection with Metz's compliance with applicable Laws); and (iii) all controls relevant to Metz's internal controls and FAMU's control over the activities of Metz in connection with the Services (collectively, the "Metz Records"), all in a manner sufficient to permit the audits in accordance with this Section 11.1.

(b) Availability of Metz Records; Access Rights. Upon reasonable advance notice from FAMU or as otherwise set forth in this Agreement, during the term of this Agreement, and any extensions or renewals thereof and for a period of three (3) years following the furnishing of Services pursuant to this Agreement, Metz shall provide FAMU and FAMU Auditors with reasonable access to (i) any Metz facilities and all areas in such facilities in which Services are performed, (ii) any subcontractors performing any part of the Services, (iii) the Work Space, (iv) any Metz information system containing information regarding the Services, and (v) the Metz Records. Such access shall include, but not be limited to, the right: (x) to enter and inspect any facility in which Services are performed, (y) to photocopy Metz Records and retain copies of the same in any medium; and (z) to interview Metz Personnel or subcontractors regarding the Services. In addition, upon written request made by any governmental authority, or by FAMU in response to a request from a governmental authority, Metz shall promptly make available any Metz Records and other information relating to Metz's or its subcontractors' compliance with any federal, state or local laws.

(c) Errors. If an audit performed hereunder reveals that errors have been made in connection with the Compensation, Charges or Taxes, then the Parties will work together to correct the error and any overpayments revealed by the audit will be promptly paid by Metz or credited to FAMU. In addition, if the audit reveals any overpayment that is greater than five percent (5%) of the amount which was actually due for the period being audited, Metz, subject to the opportunity to dispute the audit findings in good faith, shall bear the cost of the audit.

(d) Metz shall prepare a monthly statement of sales and commissions by the 20th day of each month following the month being reported. Metz shall submit such statement with any payment due to FAMU for such month. Within ninety (90) days following the end of Metz's fiscal year, FAMU shall be furnished with a financial statement, reviewed by a Certified Public Accountant. In addition, Metz shall provide a certification by a Certified Public Accountant as to the computation and payment of FAMU's monthly commission, reconciling these monthly payments with the annual gross sales and clearly expressing whether, according to this contract, Metz is liable for additional payments to FAMU. Metz shall process any additional payment due to FAMU within ten (10) days of written notification by FAMU's representative.

ARTICLE 12 RELATIONSHIP MANAGEMENT

12.1 Metz Contract Manager. During the term of this Agreement, and any extensions or renewals thereof, Metz will designate an on-site senior-level individual who will be primarily dedicated to

the FAMU account (the "Metz Contract Manager"). The Metz Contract Manager (i) must be approved by FAMU, (ii) will be the primary contact for FAMU in dealing with Metz under this Agreement, (iii) will have overall responsibility for managing and coordinating the delivery of the Services, (iv) will meet regularly with the FAMU Contract Manager, and (v) will have the power and authority to make decisions with respect to actions to be taken by Metz in the ordinary course of day-to-day management of FAMU's account in accordance with this Agreement. Subject to FAMU's approval rights set forth above, Metz may from time to time replace the individual serving as the Metz Contract Manager by providing written notice to FAMU.

12.2 FAMU Contract Manager. During the term of this Agreement, and any extensions or renewals thereof, FAMU will designate a senior level individual (i) who will serve as FAMU's primary contact for Metz in dealing with FAMU under this Agreement, which shall be the CFO and Vice President for Administrative and Financial Services or designee and (ii) who will have the power and authority to make decisions with respect to actions to be taken by FAMU in the ordinary course of day-to-day management of this Agreement (the "FAMU Contract Manager"). FAMU may from time to time replace the individual serving as the FAMU Contract Manager by providing written notice to Metz.

12.3 Review Meetings. During the term of this Agreement, and any extensions or renewals thereof, the Metz Contract Manager and the FAMU Contract Manager (and any other appropriate operational personnel) shall meet at least monthly, at such intervals and at such times and locations as mutually agreed by the Parties or as reasonably requested by FAMU to review Metz's performance under this Agreement and to discuss Food Services, planned or anticipated activities that may affect the Services.

12.4 A Food Services Advisory Committee shall be formed and comprise of at least five (5) FAMU persons, two of which shall be students, and the Director of Auxiliary Services and the Metz General Manager. The Committee shall meet quarterly or more often if deemed necessary.

The Committee will:

- (a) ensure there are open lines of communication between the FAMU community and Metz;
- (b) provide input to Metz regarding FAMU's expectations for all Food Service operations and retail operations; and
- (c) serve as a resource for Metz regarding trends, products, services, merchandising and overall continuous improvement.

ARTICLE 13

MISCELLANEOUS

13.1 All notices and communications permitted or required by this Agreement shall be via electronic mail or in writing addressed to the other Party's Contract Manager listed below; any writing shall be mailed by certified or registered mail, return receipt requested, postage prepaid, or by overnight or same day courier, or by electronic transmission producing a written record, or shall be hand delivered to the other Party's Contract Manager, at the address set forth above (or at such other address as either party shall designate in writing to the other Party during the term of this Agreement, or any extension or renewal thereof). Notices shall be deemed received upon actual receipt by the addressee.

FAMU:

**Florida A&M University
 Director of Auxiliary Services
 2400 Wahnish Way, Suite 120
 Tallahassee, Florida 32307**

And:

**Florida A&M University
 General Counsel
 Office of the General Counsel
 1601 S. Martin Luther King, Jr. Blvd., Suite 300 Lee Hall
 Tallahassee, FL 32307**

Metz:

**Metz Culinary Management, Inc.
 Two Woodland Drive
 Dallas, Pennsylvania 18612**

13.2 In case one or more of the provisions contained in this Agreement, or parts hereof, should for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the same shall not affect any other provision in this Agreement, or part hereof, but rather this Agreement shall in that event be construed as if such invalid, illegal or unenforceable provision, or part hereof, had never been contained herein. The parties intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

13.3 This Agreement and any attachments, exhibits and addenda constitute the entire agreement of the parties with respect to the subject matter hereof. There are no other representations, promises, agreements, conditions or understandings, whether oral or written between the Parties. Further, neither party has relied on any representation, promise, agreement, condition or understanding which is not expressly set forth herein. Each attachment referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference. The terms of this Agreement may not be amended or modified except in writing signed by the parties hereto that specifically references the intent of the parties to amend or modify this Agreement. For the purposes of this Section, any such amendment or modification must be executed by a President or Vice President of Metz and the President or CFO and Vice-President for Administrative and Financial Services of FAMU.

13.4 This Agreement and the rights and obligations of the parties hereto will inure to the benefit of, will be binding upon, and will be enforceable by FAMU and Metz, and their lawful successors, representatives and assigns; however, neither party shall assign, transfer, or otherwise convey the Agreement to another party without the express written consent of the other party. For the purposes of this

Section, any such consent or approval must be executed by a President or Vice President of Metz and the President or CFO and Vice-President for Administrative and Financial Services of FAMU.

13.5 Use of Subcontractors. Metz shall obtain the written consent of FAMU prior to subcontracting any of its duties required under this Agreement to a third party. No subcontract, which Metz enters into, shall in any way relieve Metz of any responsibility for performance of its duties under this Agreement. Metz shall be responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract and applicable law. All payments to subcontractors shall be the sole responsibility of Metz.

13.6 No failure or delay on the part of either party hereto in exercising any right or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy. All remedies are cumulative hereunder. No provision of this Agreement may be waived except in writing signed by the party granting such waiver. For the purposes of this Section, any such waiver must be executed by a Vice President of Metz and the CFO and Vice President for Administrative and Financial Services of FAMU.

13.7 This Agreement and any attachment, exhibit and addenda will be governed by and construed and the rights of the parties determined in accordance with the laws of the State of Florida. The Parties submit to the jurisdiction of Florida state and federal courts. The Parties agree that proper venue for any suit concerning this Agreement shall be Leon County, Florida, or the Federal Northern District of Florida. FAMU, as a public body corporate of the State of Florida, is entitled to the benefits of sovereign immunity coextensive therewith, including immunities from taxation.

13.8 Notwithstanding anything herein to the contrary, the parties acknowledge and agree that Metz is an independent contractor and this Agreement does not constitute or appoint Metz as an agent of FAMU, which agency is hereby expressly disclaimed by Metz and FAMU will have no right to control the means or method by which Metz performs the Services; the interest of FAMU in such respect is to ensure that the Services are performed in a competent, efficient, professional, satisfactory, and legal manner, in accordance with the terms of this Agreement. Neither party shall hold itself out as, a partner, joint-venturer, agent, employee, nor legal representative of the other, and neither party is otherwise authorized to act for or on behalf of the other as a result of this Agreement or any other agreement and neither party can act for nor legally bind the other. Neither party is authorized to make any agreement, warranty, covenant, or other representation nor to create any obligation, express or implied, on behalf of the other, nor shall either party represent that it has any right or power to do so. Unless specifically provided for within this Agreement, Metz shall not in any manner use the credit, name, logo, trademarks and/or copyrights of FAMU in connection with its business or affairs except as specifically authorized in this Agreement or as approved by FAMU in writing prior to such use.

The Contractor more specifically acknowledges that neither it, nor its agents, employees or subcontractors will be eligible to participate in any employee benefit maintained by FAMU; will not be covered by any workers' compensation insurance maintained by FAMU; and will be solely and exclusively responsible for payment of all federal and state income, social security, unemployment, disability or any other withholding taxes due in respect of all compensation and/or other consideration paid by FAMU hereunder. The Contractor will indemnify and hold FAMU harmless from any and all loss or liability arising with respect to such payments, withholdings or taxes.

13.9 The parties agree that neither party shall be liable to the other for consequential or indirect damages. FAMU shall not be responsible for operational or other business losses in the event of any termination.

13.10 Counterparts and Headings. This Agreement may be simultaneously executed in several identical counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.

13.11 Federal Trade Commission (FTC). All service providers shall implement and maintain adequate safeguards to comply with FTC rules (16 CFR Part 314) and FAMU policies regarding the safeguarding of customer information.

13.12 Red Flag Rules. Metz acknowledges that FAMU has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be assessed in accordance with this agreement. Accordingly, Metz will conduct its activities in accordance with reasonable policies and procedures to detect, prevent and mitigate the risk of identity theft, as applicable.

13.13 Use of Funds for Lobbying Prohibited. The Contractor agrees to comply with the provisions of Section 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the Florida Legislature or a state entity.

13.14 Public Entity Crimes. As provided in Sections 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the Contractor certifies that it, its employees, and agents who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3) (a), Florida Statutes.

13.15 Availability of Funds. Performance by FAMU of its obligations to pay under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the Florida Legislature for the purposes of this Agreement. The University shall give notice to Metz of the non-availability of such funds when the University has knowledge of such fact. Upon receipt of such notice by Metz and until there is the availability of such funds, Metz shall be entitled to payment only for those services performed and expenses incurred prior to the date notice is received.

13.16 Parking and Vehicles. Metz shall provide a vehicle for use in Food Service Operations and shall be responsible for vehicle's all expenses associated with the Agreement including, without limitation, gas, oil, maintenance, repair and auto insurance. Metz and its employees, officers and agents shall ensure that all vehicles parked on campus for purposes relating to this Agreement shall have proper parking permits. All vehicles must be registered with FAMU's Parking Services Department and Metz must purchase parking permits. Metz's vehicles shall observe all parking rules and regulations. Failure of Metz and its employees, officers and agents to obtain parking permits, properly display them, and otherwise comply with all FAMU's parking rules and regulations could result in tickets and/or towing at the expense of Metz or Metz's employees, officers or agents.

13.17 Conflict of Interest. Contractor represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services

required hereunder, as provided for in Section 112.311, Florida Statutes. Contractor further represents that no person having any such conflicting interest shall be employed for said performance.

13.18 Definitions.

Academic Year-That period of time designated by FAMU as an academic year, consisting of not fewer than 235 days during which time classes are held at the University.

Facility- FAMU's food service facilities located at the main campus of Florida A&M University, Tallahassee, Florida; the FAMU-FSU College of Engineering in Innovation Park, Tallahassee, Florida; and the College of Law, Orlando Florida. Facilities do not include Bragg Stadium, Lawson Center, FAMU Developmental Research School, Galimore Lanes, FAMU Bookstore, and vending machines. "Facility" includes the plural form "Facilities."

Food Service(s)- The preparation, service and sale of food, beverages, goods, merchandise, and other items at the facilities. Food Service shall include without limitation the following: meal plans, retail sales, including retail brands, and catering.

Retail Brands-Food and beverage systems operated by Metz through national and regional third party license agreements or franchise agreements or through Metz's own in-house trademarked brands.

Smallware- Dishes, glassware, flatware, utensils and similar items.

Net Sales/Net Receipts- All sales of food, beverages, goods, merchandise and services in the Food Service Operation, excluding sales taxes.

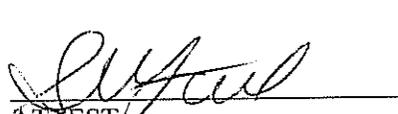
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered, in duplicate, by their duly authorized officers, effective as of the Effective Date.

METZ CULINARY MANAGEMENT, INC.:


ATTEST

BY: 
John C. Metz
Founder and Executive Chairman

FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY BOARD OF TRUSTEES:


ATTEST

BY: 
Larry Robinson
Interim President

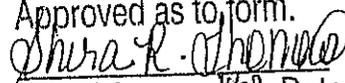
Approved as to form.

FAMU Attorney ^(1/13) Date

Exhibit A

Meal Plan Options

FAMU's meal plans offer students more choices for dining with Flex Dollars options. Flex Dollars can be used just like cash at any of our dining locations. Additional Flex Dollars can be purchased throughout the semester from the Dining Office in \$50 increments. Any additional flex dollars purchased and remaining on your account after the spring semester will not be refunded or transferred to the following academic year.

<i>Gold</i> \$ semester Unlimited 7-Day \$25 flex dollars	<i>Gold Plus</i> \$ semester Unlimited 7-Day \$150 flex dollars	<i>Gold Extra</i> \$ semester Unlimited 7-Day \$250 flex dollars	<i>Gold Extra Plus</i> \$ semester Unlimited 7-Day \$300 flex dollars
<i>Silver</i> \$ semester Unlimited 5-Day (M-F) \$75 flex dollars	<i>Silver Plus</i> \$ semester Unlimited 5-Day (M-F) \$225 flex dollars	<i>Silver Extra</i> \$ semester Unlimited 5-Day (M-F) \$325 flex dollars	<i>Silver Extra Plus</i> \$ semester Unlimited 5-Day (M-F) \$400 flex dollars
<i>Bronze</i> \$ semester 9 meals per week \$200 flex dollars	<i>Bronze Plus</i> \$ semester 9 meals per week \$300 flex dollars	<i>Bronze Extra</i> \$ semester 9 meals per week \$400 flex dollars	<i>Bronze Extra Plus</i> \$ semester 9 meals per week \$500 flex dollars

Commuter Meal Plans

Commuter 75 – 75 meal swipes w/\$300 Flex Bucks - \$708/semester

Commuter 35 – 35 meal swipes w/\$150 Flex Bucks - \$385/semester

Commuter 25 – 25 meal swipes w/\$250 Flex Bucks - \$385/semester

Faculty and Staff Meal Plans

Faculty 50 – 50 meal swipes - \$281/semester

Faculty 25 – 25 meal swipes - \$140/semester

Exhibit B

Catering Guide & Rates

See attached.

MARKET ST. DELI

You Make the Choice Subs
\$4.79 per person

all subs include sliced onions, hot or sweet peppers and oil or vinegar on the side and are served with pickles and bulk potato chips or pretzels

Italian

Cappicola, ham, pepperoni, genoa salami, shredded lettuce, pepperoncini peppers, tomato, provolone and mozzarella cheese finished with an herb oil vinaigrette

Classic Turkey

Fresh roasted breast of turkey sliced thin and accompanied by shredded lettuce, tomato and either mayonnaise or our take on the original herbed dressing

Montreal

Montreal steak seasoning-rubbed top round of beef, roasted slowly then sliced paper thin and piled on your choice of bread. We add Swiss cheese, tomato, shredded lettuce and horsey sauce

Wild Boar

Smoked ham, American cheese, pickle slices, shredded lettuce and a spicy mustard

Grilled Veggie

This is for a group that wants a meat alternative



Snack Attack!

Potato Skins

\$4.19 per person

Skins baked with herbed olive oil and Monterey Jack cheese melted over the top, bacon crisps, cilantro lime sour cream, spicy guacamole, pico de gallo and chiffonade of scallions

Gazpacho Nachos

\$4.59 per person

Pita wedges toasted with roasted garlic and herbs, topped with fresh hummus, spiked with roasted chili lemon oil, then garnished with salsa and sour cream

Nacho Toquero

\$4.59 per person

Tri-color nachos prepared fresh, topped with Monterey Jack cheese, diced tomatoes, sliced olives, roasted garlic pepper chilo, sour cream and guacamole

Buffalo Chicken Wings

20 wings \$11.99

30 wings \$18.79

50 wings \$29.99

All Buffalo chicken wings come with bleu cheese and celery. Sauces available are Faint of Heart, Wild, and Ridiculous

Mozzarella Fingers

\$3.99 per person

Battered mozzarella sticks fried in zero trans fat oil.

Accompanied by marinara sauce

We accept multiple types of payment. Please contact conference services to schedule your event.

PLEASE NOTE: The enclosed prices include EcoWear products. There is no additional charge for napkins or flatware.

*Stuolent
Mez
Catering*



*Fresh
Amazing
of fact*

100% Grain Pancakes

\$4.79 per person

All accompaniments are included as well as grab-and-go bags so you can take your breakfast with you.

Assorted Bagels (choice of two)

- Plain
- Cinnamon Raisin
- Sesame
- Whole Wheat
- Everything

Oversized Muffins (choice of two)

- Apple Cinnamon
- Banana Nut
- Blueberry
- Chocolate Chip

Fruit Juices by the Bottle (choice of two)

- Orange
- Cranberry
- Apple
- Pink Grapefruit

- Fresh Fruit
- Green Mountain Coffee and Team Bar



\$5.99 per person
25 person minimum.

Create your own tacos and fajitas with your choice of taco meat or chicken.

Accompaniments Include:

- Shredded Lettuce
- Salsa
- Olives
- Diced Tomatoes
- Sour Cream
- Cheddar Jack Cheese

- Hard and soft taco shells
- Lettuce to make your own taco salads
- Dirty rice
- Nacho chips

- Choice of cookies or brownies
- Assorted beverages (canned soda, bottled water, fruit juice, iced tea and water)

STEAM SCENE

Create Your Own Salad

\$5.49 per person
8 person minimum

Great for groups of 10 or more. Served with fresh herbed breadsticks.

Ordering Instructions

1. Choose Your Greens:

- (choice of one)
- Iceberg Mix
- Romaine

2. Choose Your Protein:

- (choice of one)
- Grilled Chicken Strips
- Grilled Beef Strips
- Julienned Turkey
- Julienned Ham
- Seafood Salad

3. Choose Your Accompaniments:

- (choice of three)
- Tomatoes
- Carrots
- CROUTONS
- Black Olives
- Mushrooms
- Monterey Jack Cheese
- Grilled Marinated Vegetables
- Cucumbers
- Red Onions
- Bacon Bits
- Pickles
- Broccoli Buds

4. Dressings:

- (choice of two)
- Caesar
- French
- Bleu Cheese
- Fat-Free French
- Parmesan Peppercorn
- Cool Ranch
- Italian
- Vinaigrette
- Fat-Free Italian

Main Plate

\$8.50 per person
25 person minimum

Pasta (choice of one)

- Rigatoni
- Penne
- Ziti
- Shells

Sauces (choice of two)

- Marinara
- Fresh Tomato Basil
- Meat
- Primavera
- Pesto
- Alfredo

Sauces (choice of one)

- Meatballs
- Sausage
- Sausage & Peppers
- Chicken Parmesan Strips

Vegetables (choice of one)

- Green Beans
- Grilled Vegetables
- Broccoli Aglio Olio

Tossed Salad

Garlic Bread or Sticks

Choice of Cookies or Brownies
Assorted Beverages (canned soda, bottled water, fruit juice, iced tea and water)

Just Desserts

Bakery items priced by the dozen.

- Brownies \$8.39
- Cookies \$6.99
- Rice Krispie Treats \$6.99
- Bottled Water \$1.69
- Soda \$1.69

MARKET ST. DELI

All deli trays are served with chips and pickles
Minimum order: 8

Wrap It Up Tray

A variety of popular, savory wraps: Chicken Caesar, Turkey, Bacon & Tomato, Ham & Mozzarella with Roasted Red Pepper, Roast Beef, Red Onion & Avugula Wrap, and Provolone & Roasted Vegetable

Classic Sandwich Sampler

Roast Beef & Cheddar, Ham & Swiss, Roasted Turkey and Tuna Salad on an assortment of breads and rolls with lettuce, tomato & condiments

Del Express Sandwich Buffet

Oven-roasted Turkey, Roast Beef, Black Forest Ham, Genoa Salami, Swiss, American and Provolone Cheeses on an assortment of breads and rolls with lettuce, tomato, & condiments

Classic Crudite Tray

Assorted freshly cut seasonal vegetables with dip

Individual Lunch Add-Ons:

- Potato Salad
- Macaroni Salad
- Fresh Whole Fruit
- Brownies
- Cookies
- Bottled Water
- Soda
- Coffee Service



UP FOR GRABS

Ordering Instructions

1. Choose Your Protein:
Roasted Turkey Breast
Roast Beef
Smoked Ham
Chicken Salad
Tuna Salad
Roasted Vegetables
2. Choose Your Bread/Roll:
Whole Wheat Bread
Country White Bread
Kaiser
3. Choose Your Cheese:
(we'll add the lettuce & tomato)
Swiss
American
Cheddar
4. Choose Your Side:
Macaroni Salad
Potato Salad
Chips
5. Choose Your Dessert:
Seasonal Whole Fruit
Chocolate Chip Cookie
Chocolate Brownie
6. Choose Your Beverage:
Soda
Bottled Water

Casual Catering



Stocks of Genova

*Mustard & Mayo packets included

Breakfast

All breakfast selections are served with bottled juice, tea, coffee & decaffeinated coffee

Minimum order: 8

Continental Breakfast

Freshly Baked Muffins, Danish & Pastries with a fresh seasonal fruit platter & yogurt dip

Bagel Continental Breakfast

Assorted Bagels with Cream Cheese, Light Cream Cheese & a fresh seasonal fruit platter with yogurt dip

Breakfast Sandwich Buffet

Selection of English Muffin Breakfast Sandwiches & Croissant Breakfast Sandwiches with savory fillings & a fresh seasonal fruit platter & yogurt dip.

Breakfast Burritos

Flour Tortillas filled with Scrambled Eggs, Sausage, Sautéed Vegetables, Cheese and Salsa

French Toast Buffet

Thick-sliced French Toast with Bacon & Sausage, served with warm maple syrup, sweet butter

Farm-Fresh Scrambled Egg Buffet

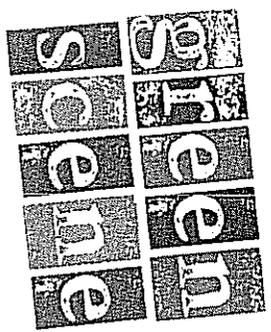
Fuffy, Scrambled Eggs with Cheddar Cheese, served with home-fried potatoes, bacon, sausage & biscuits

Individual Breakfast Add-On Items:

- Bagel with Cream Cheese
- Muffin
- Danish
- Yogurt/Fruit/Granola Parfaits
- Coffee Service

Fresh Flavorful & Fast

All orders are prepared fresh - never pre-made



entree salads

Offered individually or served family-style with roll & butter

Minimum order: 8

Mexican Fajita Salad

Chilled Seasoned Beef or Chicken Fajita Strips with greens, olives, diced onions, tomatoes, shredded cheese & nacho chips, served with sour cream and salsa

Cobb Salad

Turkey, Chopped Eggs, Bacon, Tomatoes, Blue Cheese and Avocado over crisp greens

Chef Salad

Chef Salad with Sliced Eggs, Julianne Ham & Turkey, tomato and cheese, on a bed of greens

Caesar Salad

Romaine Lettuce, Garlic Croutons and Grated Parmesan with classic Caesar dressing

Option: add Chicken or Shrimp

Individual Lunch Add-Ons:

- Potato Salad
- Macaroni Salad
- Fresh Whole Fruit
- Brownies
- Cookies
- Bottled Water
- Soda

Metz Culinary Management Casual Catering Guide

DayBreakers Breakfast Selections

Continental Breakfast	5.99
Bagel Continental Breakfast	5.99
Breakfast Sandwich Buffet	5.99
Breakfast Burritos	5.99
French Toast Buffet	7.99
Farm-Fresh Scrambled Egg Buffet	7.99

Individual Breakfast Add-Ons

Bagel with Cream Cheese	1.79
Cinnamon Roll	1.79
Muffin	1.79
Danish	1.79
Yogurt/Fruit/Granola Parfaits	1.79
Coffee Service	1.69

Market Street Deli Sandwich

Cool Wrap Tray	6.99
Classic Sandwich Sampler	6.99
Deli Express Sandwich Buffet	6.99
Classic Crudite Tray	3.25

Green Scene Entrée Salads

Mexican Fajita Salad	8.99
Cobb Salad	8.99
Chef Salad	8.99
Caesar Salad	8.99

Entrée Salad Add-Ons

Chicken	1.79	Shrimp	1.79
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Lunch Add-Ons

Potato Salad	1.79	Macaroni Salad	1.79
Fresh Whole Fruit	1.19	Brownie	0.79
Cookie	0.79	Bottled Water	1.50
Soda	1.69	Coffee Service	1.69

Up for Grabs

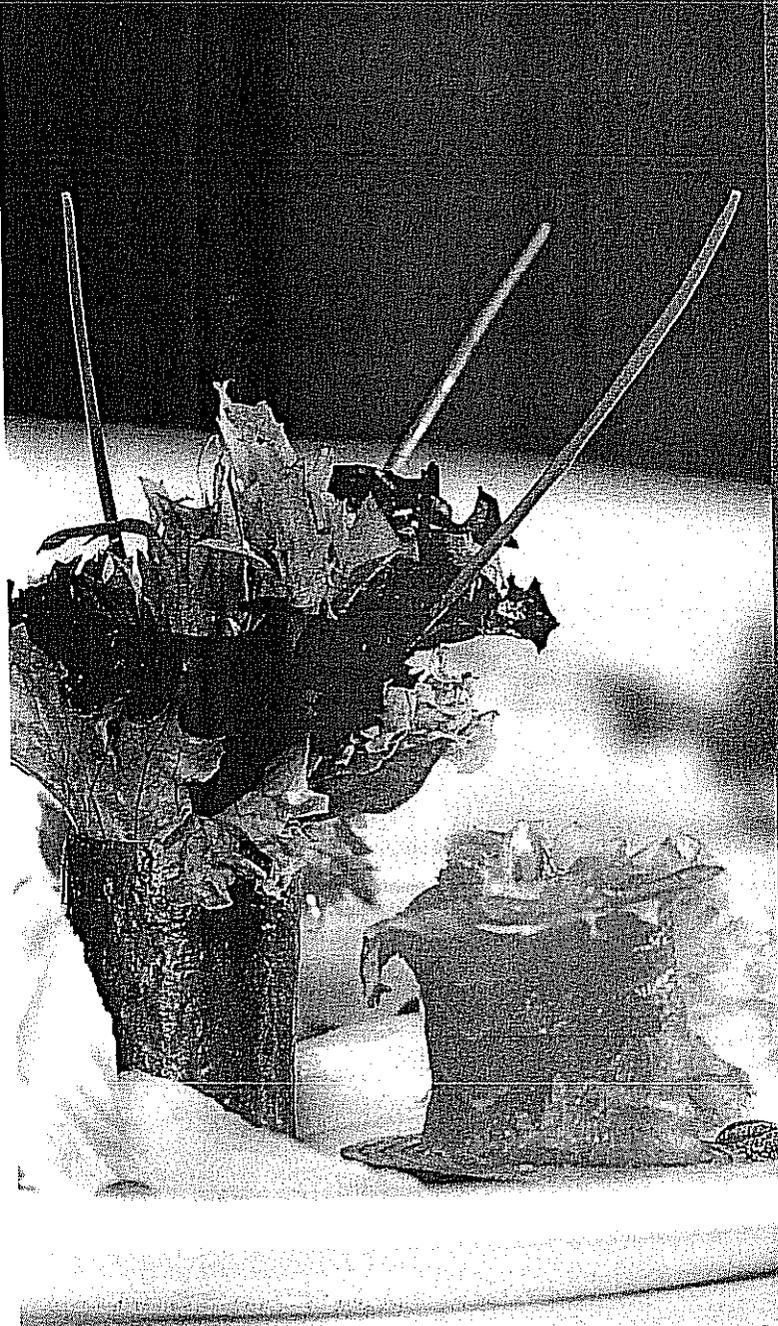
Build-Your-Own Boxed Lunches	7.99
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Afternoon Snacks

Assorted Cookie & Brownie Tray	6.99
Fresh Fruit Tray	24.99
Potato Chips & Pretzels	1.25
Chocolate Covered Pretzels	1.49



Metz Culinary Management
Catering
MENU AND GUIDE



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Getting Started

THE MORNING STARTER

- House baked miniature Danish, flaky croissants, fruit and berry muffins
- Assorted bagels with herb and plain cream cheese, assorted jellies, preserves and butter
- Sliced seasonal melons, pineapple and berries
- Freshly brewed coffee and decaffeinated coffee, assorted teas
- Assorted fruit juices

THE CONTINENTAL

- House baked miniature Danish, flaky croissants, fruit and berry muffins
- Assorted bagels with flavored and plain cream cheese, assorted jellies, preserves and butter
- Sliced seasonal melons, pineapple and berries
- Fruited and plain yogurts
- Traditional box cereals with assorted milk
- House-made granola with dried fruit and roasted nuts
- Freshly brewed coffee and decaffeinated coffee, assorted teas
- Assorted fruit juices

AMERICAN CLASSIC

- Scrambled eggs with cheddar and chives
- Smoked bacon and country sausage
- Griddled fresh potatoes with sautéed onions and peppers
- Buttermilk pancakes with warm maple syrup

Beverages and breakfast items may be ordered individually, as well. Just ask for a customized order.



Please inquire about gluten-free, lactose intolerance and vegetarian requests

GET UP, n' GO

Put a twist on the old breakfast sandwich and try one of our premium breakfast sandwiches using fresh eggs with your choice of meats, cheese and toppings served in a variety of breads, rolls and flatbreads.

- Egg & Spinach Flatbread
- Huevos Rancheros Tortilla Wrap
- Breakfast Sausage & Biscuit Sliders
- Western Egg Panini
- Assorted Savory Breakfast Soufflés
- Tomato and Mozzarella Omelet Wrap

THE NEW CLASSIC

- Baked egg white frittata with mushrooms and spinach
- Turkey bacon and turkey sausage
- Griddled fresh potatoes with sautéed onions and peppers
- Gluten-free pancakes with warm berry compote
- Cinnamon oatmeal with fat free milk and assorted toppings

YOGURT PARFAITS Plain, low fat, fruited & Greek-style yogurts. Served with house-made granola; seasonal fresh fruits, assorted dried fruits and nuts.

SMOOTHIES made with fruit and yogurt are available upon request.

ORIGINAL OATMEAL BAR Oatmeal or Cream of Wheat Served with assorted fruits, nuts, spices and toppings to customize your healthy breakfast.

DAY BREAKERS BUFFET - For those who want to customize their options. Please choose one selection from each of the categories.

- Eggs - scrambled with cheddar and chives, savory biscuit soufflés
- Griddle - Buttermilk pancakes, vanilla French toast, malted waffles
- Meats - Sausage links and patties, grilled ham, smoked bacon, turkey sausage or turkey bacon
- Potatoes - Potatoes O'Brien, home fries, hash browns

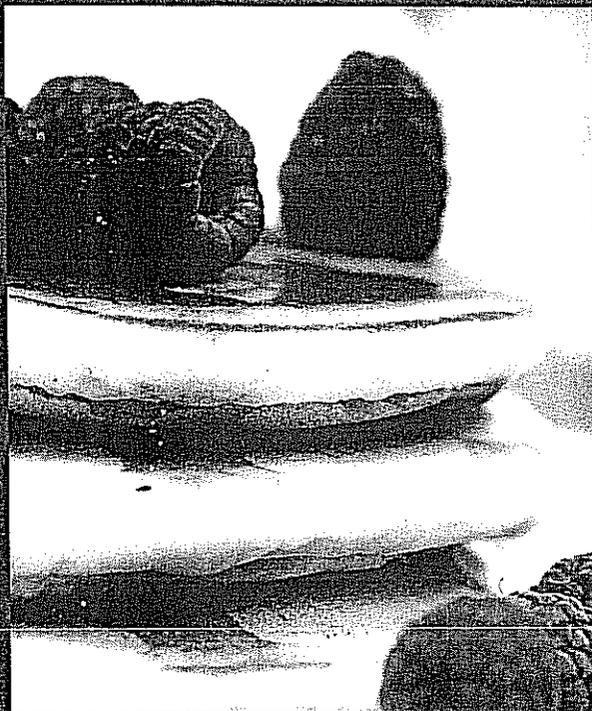
Also included are assorted muffins, bagels and fresh fruit with all the accompaniments. Fresh brewed coffee, assorted teas, assorted fruit juice and bottled water.

Bravo Station

Need to impress a certain someone? Let our skilled chefs prepare omelets to order. This option comes with a variety of fresh toppings and one choice from each of the following categories:

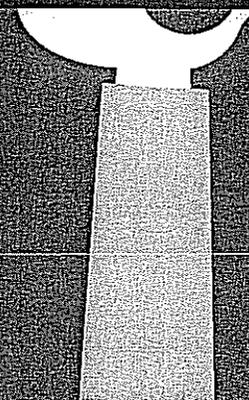
- Eggs- Farm fresh eggs, egg beaters, egg whites
- Griddle- Buttermilk pancakes, vanilla scented French toast, malted waffles
- Meats- Sausage links and patties, grilled ham, smoked bacon, turkey sausage or turkey bacon
- Potatoes- Potatoes O'Brien, home fries, hash browns
- Omelet Toppings- Tomatoes, mushrooms, peppers, sausage, bacon, cheddar cheese, scallions, broccoli, roasted vegetables, ham and salsa

This package also includes assorted muffins, bagels and fresh fruit with all the accompaniments. Fresh brewed coffee, assorted teas, assorted fruit juice and bottled water.



Chef Driven
 Expertly Managed
 Locally Based
 Hospitable
 Personal
 Inviting
 Distinctive
 Restaurant Inspired
 Delightful

Metz
served here



Casual Affairs

PACKAGED MEALS AND DELI OPTIONS

These meal or deli packages have been created to encompass our guest's requirements for a casual and light meal experience.

Packaged Meals are made with one sandwich per affair. You can choose from a variety of sandwiches for your group to enjoy. Box lunches include - pesto pasta salad - potato chips - house specialty jumbo cookie - red apple, green apple or banana.

PLEASE INQUIRE REGARDING OUR FULL LINE OF BEVERAGE CHOICES

Sandwich options:

- Smoked ham and American cheese stuffed pretzel roll with Dijon mustard, lettuce and tomato
- Whole wheat vegetable wrap with cucumber, green and yellow squash, tomatoes, mixed greens and garlic hummus
- Chicken Caesar wrap with crisp Romaine, tomatoes, rosemary croutons and Caesar dressing
- Smoked turkey croissant with Swiss cheese, baby lettuce and tomatoes
- Italian hoagie with mozzarella cheese, lettuce and tomato
- Sliced roast beef, provolone cheese, lettuce, tomato with horseradish sauce on Kaiser roll
 - Turkey club wrap with tomato, lettuce, cheddar cheese, bacon and ranch dressing

All packaged meals come with napkins, condiments, salt, pepper and bottled water.



Casual Affairs

EXECUTIVE PACKAGED MEAL

Choose one of the specialty sandwiches with a side salad, potato chips, whole fresh fruit, fresh baked cookie and a beverage.

Sandwich options:

- Toasted Lavash wrap with marinated vegetables, greens and pesto hummus
- Chicken breast sandwich with tomatoes, greens, red onion, mozzarella and basil aioli on Ciabatta
- Roasted turkey breast, brie cheese, honey mustard, lettuce and tomato on wheat berry bread
- Grilled chicken and portobello with tomato, gouda, and balsamic mayo on Ciabatta bread
- Egg salad with capers, dill, red onion on marble rye
- Tuna salad with tomato, lettuce, onion and Wasabi cucumber dressing on pumpernickel bread
- Flank steak with Gorgonzola dressing, caramelized onions, green leaf and tomatoes on sourdough
- Italian Deli baquette with roasted peppers, provolone, greens and herb vinaigrette

Side Salad options:

- Caprese salad with fresh mozzarella, tomato, basil pesto and mixed greens
- Mixed greens, tomatoes, onions, cucumber, olives and herbed vinaigrette
- Hearts of Romaine with parmesan, garlic croutons, tomato and Caesar dressing

Don't see what you would like? Our talented chefs and catering personnel are delighted to create special menu choices that accommodate your dining preferences and budget.

Please contact our catering office to arrange a personal consultation.

Casual Affairs

MAIN STREET LUNCH BUFFET

Create your own delicacies from a wide array of roasted meats, cheeses, side salads, fresh baked breads, desserts and beverages. Choose from three meats, two cheeses, two side salads and three breads. Potato chips, desserts and beverages will accompany your package.

Meat options:

- Roast Beef
- Roast Turkey Breast
- Country Ham
- Chicken Breast
- Genoa Salami
- Pepperoni

Cheese options:

- Cheddar
- Swiss
- Pepper Jack
- American
- Muenster
- Provolone

Bread options:

- Whole Wheat
- Marble Rye
- Italian
- Flatbreads
- Wraps
- Kaiser Rolls

Side Salad options:

- Mediterranean Toasted Orzo & Feta Salad
- Vegetable & Cheese Tortellini Salad
- Red Potato with Bacon & Ranch Dressing
- Roasted Corn with Black Beans & Tomato
- Marinated Tomato & Cucumber
- Israeli Cous Cous with Dried Fruit & Almonds

BUFFETS CAN BE CUSTOMIZED TO FIT YOUR NEEDS

INQUIRE REGARDING OUR
SANDWICH AND WRAP PLATTERS

8

Lightest Fare

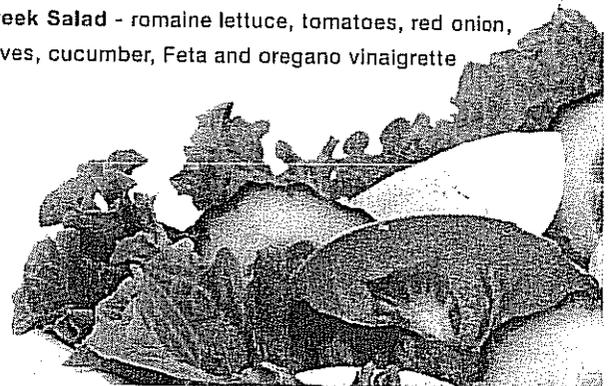


This selection is geared towards vegetarians and health conscious guests. Choose three of our premium salads to be served with baked bread of your choice, fresh fruit, potato chips, dessert and beverages.

PREMIUM SALAD OPTIONS:

Please feel free to top your salads with one of the following protein options: Chicken Breast, Flank Steak, Salmon Filet, Tofu, Albacore Tuna or Shrimp

- **Nicoise Salad** - mixed greens with new potatoes, green beans, olives, tomatoes, hard boiled egg and red wine vinaigrette
- **Caesar Salad** - romaine lettuce, fresh croutons, tomatoes, shredded Parmesan and Caesar dressing
- **Asian Noodle Salad** - buckwheat soba noodles, bell peppers, carrots, Napa cabbage, snap peas and scallions with ginger lime vinaigrette
- **Whole Grain & Seasonal Vegetables** - mixed greens, cracked wheat, fresh herbs, marinated vegetables and citrus dressing.
- **Southwestern Salad** - lettuce, black beans, corn, tomato salsa, guacamole, pepper jack, spiced tortilla chips and cilantro lime cream
- **Greek Salad** - romaine lettuce, tomatoes, red onion, olives, cucumber, Feta and oregano vinaigrette



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Plated Luncheons

All luncheon selections are served with fresh baked breads and herbed flatbreads, iced tea, water, coffee, tea and choice of dessert.

LUNCH OPTIONS:

- Roasted Breast of Chicken, Parmesan Polenta, Ratatouille
- Grilled Flank Steak, Chimichurri Sauce, Roasted Red Potatoes, Squash
- Pork Scaloppini, Lemon Caper Sauce, Toasted Orzo & Spinach
- Rigatoni, Vegetable Bolognese & Locatelli Cheese
- Sautéed Shrimp Romesco, Saffron Cous Cous, Julienned Vegetables
- Chicken Paillard, Citrus Velouté, Wild Rice Pilaf, Haricot Vert
- Seared Salmon, Chive Butter, Buttermilk Potatoes, Roasted Asparagus
- Spiced Vegetable Paella with Tofu & Spanish Rice
- Ginger Thai Beef, Ponzu Broth, Vegetable Stir-Fried Noodles

PLATED OPTIONS CAN BE CUSTOMIZED - JUST ASK

Desserts

Finalize your meal with a little sweetness and choose one of our baked treats.

DESSERT OPTIONS:

- | | |
|------------------------|-------------------------|
| Dutch Apple Pie | Lemon Meringue Pie |
| NY Style Cheesecake | Crème Brûlée |
| Peanut Butter Silk Pie | Tiramisu Wild Berry Pie |

Afternoon Breaks

CHEESE & FRUIT

An assortment of cheeses and fruits garnished with crostini and assorted beverages

TRIO OF CHIPS, DIP & CRUDITES

Torilla chips and seasoned bagel crisps with salsa, Jack cheese, Pico de Gallo, guacamole, sour cream and fresh vegetables with assorted beverages

MEDITERRANEAN FLAIR

Warm pita and flatbreads with traditional and flavored hummus, red pepper & feta dip, and Tabbouleh with assorted beverages

BAR MIX

Assorted roasted nuts, chips, pretzels and beverages

DECADENCE

Dessert bars, cookies, brownies and assorted beverages

SPA SELECTION

Granola bars, yogurt and dried fruit parfaits, assorted crudites with low fat yogurt sauces, fresh fruit and beverages

All of the items above are also available a la carte



Hors D'Oeuvres

SILVER HORS D' OEUUVRES SELECTIONS

The following selections are offered as a tray of 50 pieces:

- Sweet & Sour Meatballs
- Petite Quiche Lorraine
- Spanakopita
- Jalapeno Poppers
- Chicken & Pineapple Brochette
- Vegetable Spring Rolls
- Sesame Chicken
- Sausage Stuffed Mushrooms
- Fried Ravioli
- Pot Stickers
- Mini Calzone
- Cheese Steak Egg Roll
- Thai Peanut Chicken Saté
- Pesto Bruschetta
- Crispy Fried Green Beans

PLATINUM HORS D' OEUUVRES SELECTIONS

The following selections are offered as a tray of 50 pieces:

- Beef Wellington En Croute
- Crab Stuffed Mushrooms
- Antipasto Skewer
- Beef Tenderloin Crostini with Horseradish
- Brie & Raspberry in Phyllo
- Curry Shrimp Salad, Mango Chutney
- Mini Chili & Cheese Tarts
- Tandoori Chicken
- Southwestern Empanada
- Seafood Cakes, Caper Aioli
- BBQ Chicken Pizzette
- Seafood Quesadilla
- Wild Mushroom Tartlets
- Penang Pork, Chili Sauce
- Chicken Cordon Blue

We recommend six pieces per person, per hour.

Hors D'Oeuvres

HORS D' OEUUVRES DISPLAYS

- Imported and Domestic Cheese and Fruit Display with Assorted Crackers and Flatbreads
- Fresh Vegetable Crudités with Herb Dip
- Seasonal Fruit Display
- Display of Assorted Canapés
- Roasted Vegetable Display with Pesto Vinaigrette

ONE HOUR HORS D' OEUUVRES PACKAGE

(may be added to any dinner menu)

- Imported & Domestic Cheese Display
- Fresh Vegetable Crudités with Herb Dip
- Choice of two Hot Hors D' Oeuvres

BUTLERED HORS D' OEUUVRES PACKAGE

Select any four Silver Selections Hors D' Oeuvres
(total of six pieces per person)

Please feel free to contact the Dining Services Office for any special requests or requirements.



Dining Stations

SCAMPI WITH BOW TIE PASTA

Seared chicken or shrimp sautéed in butter with bow tie pasta, fresh garlic and herb scampi sauce.

BOWL CUISINE

Experience a taste of the Orient with our globally inspired broths, delicate noodles or rice and seasoned proteins with citrus and spice.

PRIMO PASTA

Choose from a wide range of fresh vegetables and toppings combined with your choice of pasta, sauces and freshly grated Italian cheese.

MAKE YOUR OWN FAJITAS

Flash sautéed marinated chicken or beef with onions, peppers, guacamole, sour cream, grated cheeses, shredded lettuce, tomatoes, olives, jalapenos and scallions. Served with warm flour tortillas, salsa and Spanish rice.

ASIAN STIR FRY

Chicken, pork or vegetable fried rice with cilantro, garlic and ginger. Finished with citrus Ponzu sauce and crisp wonton strips.

NACHOS GRANDE

Build your own creation with tri-colored tortilla chips topped with seasoned chicken or beef with guacamole, sour cream, grated cheeses, shredded lettuce, tomatoes, olives, jalapenos, scallions and salsa.

RISOTTO COLLECTION

Traditional Arborio rice finished with vegetable broth, herbs and roasted garlic; Wild mushrooms and pecorino or asparagus with gorgonzola butter.

IRRESISTIBLE MAC 'N' CHEESE

Creamy Cheddar cheese sauce tossed with Cavatappi noodles and topped with crunchy herb bread topping. Enhance each dish with fresh vegetables, bacon, shrimp or crabmeat.

ALL THE POTATOES

Buttermilk mashed potatoes, garlic red skin mash, simply baked or whipped sweet potatoes. Toppings include bacon, scallions, Cheddar, Parmesan, salsa, guacamole, sour cream and home-style pan gravy.

CHOPPING BLOCK SALADS

Crisp greens, meats and vegetables with all the classic toppings made to order and dressed with your choice of dressing.

LA CREPERIE

An assortment of our most popular sweet and savory crepes. Top off the sweet side with powdered sugar and fresh whipped cream or our savory options with Gruyere cheese sauce.

Elegant Evenings

Buffet selections include a mixed field green salad, rolls with butter, dessert, iced tea, water, coffee and tea.

CARVING STATION (Choice of One)

- Roasted Sirloin of Beef
- Herb Rubbed Pork Loin
- Marinated Breast of Turkey
- Tenderloin of Beef
- Baked Filet of Salmon
- Baked Country Ham
- Slow Roasted Top Round of Beef
- Pork Tenderloin
- Beef Brisket

VEGETABLES (Choice of One)

- Haricot Vert with Herbs
- Steamed Broccoli Florets
- Sautéed Seasonal Squash
- Ratatouille
- Roasted Asparagus
- Julienne Vegetable Medley
- Fresh Roasted Vegetables
- Honey Glazed Baby Carrots

STARCHES (Choice of One)

- Mashed Potatoes
- Creamy Whipped Polenta
- Wild & Long Grain Rice Pilaf
- Herb Roasted Red Potatoes
- Au Gratin Potatoes
- Sweet Potato Puree
- Steamed Barley & Brown Rice
- Duchess Potatoes
- Twice Baked Potatoes

PASTA (Choice of One)

- Vegetable Lasagna
- Cavatappi with Seasonal Vegetables
- Traditional Baked Ziti
- Buttered Egg Noodles with Parsley
- Farfalle with Broccoli & Garlic
- Cheese Tortellini with Tomato & Basil
- Penne with Fire Roasted Vegetables
- Linguini Pomodoro
- Fettuccini Alfredo

Dinner Selections

These entrée options are served with mixed green salad, rolls and butter, water, dessert coffee and tea to accompany your meal.

- Seared Filet of Salmon, Vegetable Pilaf, Tomato Fennel Broth
- Scaloppini of Chicken, Julienned Vegetables, Parmesan Velouté
- Beef Tenderloin Au Poivre, Roasted Asparagus, Borolo Reduction
- Chicken Marsala, Sautéed Spinach, Crimini Sauce
- Pork Tenderloin Medallions, Root Vegetable Ragout, Dijon Sauce
- Vegetable Strudel, Red Pepper Pomodoro
- NY Strip Steak, Potato Galette, Green Peppercorn Demi Glace
- Stuffed Chicken Florentine, Haricot Vert, Chardonnay Sauce
- Spinach Fettuccini, Wild Mushroom Bolognese, Broccoli & Chevre
- Pan Roasted Cod, Baby Vegetables, Citrus Gremolata
- Roasted Pork Loin, Caramelized Apples, Calvados Cream Sauce
- Beef Short Ribs, Celery Root Puree, Glazed Carrots, Jus Lie

The entrée options are also interchangeable with the starch and vegetable buffet offerings. As always, we can customize your catered affair to fit your taste preferences and needs upon request.

DESSERT SELECTIONS

- | | |
|------------------------|-------------------------|
| Dutch Apple Pie | Lemon Meringue Pie |
| NY Style Cheesecake | Crème Brûlée |
| Peanut Butter Silk Pie | Tiramisu Wild Berry Pie |

Also available for an additional fee:

- White Chocolate Raspberry Torte
- NY Style Cheesecake
- Espresso Bombe
- Wild Berry Charlotte
- Crème Brûlée Cheesecake

Welcome

Welcome to catering at Florida A&M University! Although you will find different standardized plans, pricing, and menus to fit different occasions and celebrations, we know that every event needs its own personality and atmosphere. Our team is willing to work with you to achieve the right ambiance, perfect menu, and best setting for your event. If there is a selection not listed on this guide that you would like to have at your event, please do not hesitate to contact the Catering Services Team, who will be more than willing to discuss your preferences with you.

We look forward to serving and assisting you with all your events.

General Information

Pricing and hours of operation are available any day of the week, however, prices quoted will be done on a per person basis. Each catered event will include all necessary dinnerware. Please contact Catering services with any pricing questions.

Room Booking

It is important that you coordinate the booking of the room for the event prior to contacting Catering Services for any special requests.

Special Diets

We are pleased to offer and arrange special diets and/or vegetarian meals.

Notifications

Catering Services will need at least three (3) working days notice in order to prepare for your events and insure the availability of items. Five (5) working days will be required for events of fifty people or more. Therefore, you would contact Catering Services immediately after booking your room and arrange for your service.

Guarantees

We will need a guaranteed person count seventy-two (72) hours prior to your event. You will be responsible for the full cost of the actual number that service was provided for. A budgeted figure will assist us in organizing your event.

Cancellations

We require a minimum of two (2) working days advance notice in a case of cancellations.

Getting Started

The Continental	\$6.00
The European	\$8.95
Mix It Up	\$8.50
The Scrambler	\$12.50
Bravo Station	\$14.25
Additional for bottled water	\$1.50
Additional for Smoothies	\$2.25

Casual Affairs

Executive Box Lunch	\$7.75
The Wall Street Broker	\$8.50
The Fifth Avenue	\$10.45
The Villager	\$10.85

Light Luncheon Served

Grilled Orange Glazed	\$ 9.00
Chicken Breast Salad	\$9.00
Salmon Bruschetta	\$9.80
Classic Chicken Caesar	\$9.00
Classic Shrimp Caesar	\$9.80
Tuna Pineapple Wasabi	\$9.80
Chicken Cashew	\$9.00
Bourbon Glazed Flank Steak Salad	\$9.80

Afternoon Breaks

Cheese and Fruit	\$4.75
Trio of Chips, dip, and Crudités	\$5.25
Bar Mix	\$4.25
Decadence	\$3.75
Napa Spa	\$5.25

Hors D'oeuvres

Section A	\$65.00
Section B	\$110.00
Imported Cheese & Fruit Display	\$180.00
Fresh Vegetable Crudités	\$100.00
Seasonal Fruit Display	\$125.00
Mirror Display of Asstd Cold Canapés	\$250.00
Mirror Display of Roasted Vegetables	\$200.00
One-Hour Cold Hors D' Oeuvres	\$6.40 pp
One-Hour Butlered Hors D' Oeuvres	\$7.40 pp

Elegant Evenings

All packages	
LUNCH BUFFET	\$ 17.25 Dinner Buffet
	\$18.75
(except the tenderloin of Beef)	
Tenderloin of Beef	Market Price

Served Entrees

Maple Pork	\$18.75
Salmon Jerked	\$19.50
Montreal Beef	\$19.50
Chicken Champagne	\$18.75
Wasabi Tuna	\$19.50
Chicken Sorrentino	\$18.75
Maytag Filet of Beef	Market Price
Vegetable Napoleon	\$17.25
Apple Pork	\$18.75



Pastry Additional Charge \$2.35
Open Bar: selection of premium liquors and
wines
One Hour: \$ 10.00
Two Hours: \$ 14.50
Three hours: \$ 19.25
Beer and Wine Bar:
One Hour \$ 7.75
Two Hours:\$ 10.75
Three Hours: \$ 14.25
All pricing is based on a per person amount



XII.

Food Service Vendor (continued)

- Metz Contract Financial Contribution Update

**FLORIDA A&M UNIVERSITY
METZ CONTRACT VALUE**

ORIGINAL CONTRACTED TERMS FROM METZ

Description	Stub Year Actuals	Year 1 Actuals	Year 2 Actuals	Year 3 Actuals/Projected	Year 4 Projected	Year 5 Projection	SUB TOTAL YEARS 1 - 5	Year 6 Projected	Year 7 Projected	Year 8 Projected	Year 9 Projected	Year 10 Projected	SUB Total YEARS 6-10	Grand Total
1. Total Commissions	\$540,842	\$989,270	\$1,069,450	\$1,090,839	\$1,115,656	\$1,137,969	\$5,944,026	\$1,160,728	\$1,183,943	\$1,207,622	\$1,231,774	\$1,256,410	\$6,040,477	\$11,984,503
2. Capital Investments *	\$2,009,500						\$2,009,500	\$1,000,000					\$1,000,000	\$3,009,500
3. Unamortized BuyBack	\$481,905						\$481,905						\$0	\$481,905
4. Campus Donation	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$300,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000	\$550,000
5. Utilities	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$600,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000	\$1,100,000
6. Metz Family Foundation Donation	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$600,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000	\$1,100,000
7. Override	\$1,754,229	\$1,739,759	\$1,956,261	\$2,031,394	\$2,072,022	\$2,113,462	\$11,667,127	\$2,155,732	\$2,198,846	\$2,242,823	\$2,287,680	\$2,333,433	\$11,218,514	\$22,885,641
Total	\$5,036,476	\$2,979,029	\$3,275,711	\$3,372,233	\$3,437,678	\$3,501,431	\$21,602,558	\$4,566,460	\$3,632,789	\$3,700,445	\$3,769,454	\$3,839,843	\$19,508,991	\$41,111,549
8. In-Kind Catering Credits	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$150,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000	\$275,000
Grand Total (In-Kind/Hard Dollars)	\$5,061,476	\$3,004,029	\$3,300,711	\$3,397,233	\$3,462,678	\$3,526,431	\$21,752,558	\$4,591,460	\$3,657,789	\$3,725,445	\$3,794,454	\$3,864,843	\$19,633,991	\$41,386,549
<i>* stated in the initial contract paragraph 2.4</i>														
<i>* stated in the original contract paragraph 2.4</i>														

PROPOSED RENEWAL TERMS -METZ

Description	Stub Year Actuals	Year 1 Actuals	Year 2 Actuals	Year 3 Actuals/Projected	Year 4 Projected	Year 5 Projection	SUB TOTAL YEARS 1 - 5	Year 6 Projected	Year 7 Projected	Year 8 Projected	Year 9 Projected	Year 10 Projected	SUB Total YEARS 6-10	Grand Total
1. Total Commissions **	\$540,842	\$989,270	\$1,069,450	\$1,090,839	\$1,115,656	\$1,137,969	\$5,944,026	\$1,160,728	\$1,183,943	\$1,207,622	\$1,231,774	\$1,256,410	\$6,040,477	\$11,984,503
2. Capital Investments **	\$2,009,500						\$2,009,500	\$3,500,000					\$3,500,000	\$5,509,500
3. Unamortized BuyBack	\$481,905						\$481,905						\$0	\$481,905
4. Campus Donation	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$300,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000	\$550,000
5. Utilities	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$600,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000	\$1,100,000
6. Metz Family Foundation Donation	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$600,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000	\$1,100,000
7. Override	\$1,754,229	\$1,739,759	\$1,956,261	\$2,031,394	\$2,072,022	\$2,113,462	\$11,667,127	\$2,155,732	\$2,198,846	\$2,242,823	\$2,287,680	\$2,333,433	\$11,218,514	\$22,885,641
Total	\$5,036,476	\$2,979,029	\$3,275,711	\$3,372,233	\$3,437,678	\$3,501,431	\$21,602,558	\$7,066,460	\$3,632,789	\$3,700,445	\$3,769,454	\$3,839,843	\$22,008,991	\$43,611,549
8. In-Kind Catering Credits	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$150,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000	\$275,000
Grand Total (In-Kind/Hard Dollars)	\$5,061,476	\$3,004,029	\$3,300,711	\$3,397,233	\$3,462,678	\$3,526,431	\$21,752,558	\$7,091,460	\$3,657,789	\$3,725,445	\$3,794,454	\$3,864,843	\$22,133,991	\$43,886,549
<i>Difference in Original and Proposed Contract Renewals</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$2,500,000	\$2,500,000

** \$3.5 Million dollars is the proposed renewal amount. It represents a \$2.5 million increase over the original renewal investment amount.

XII.

Food Service Vendor (continued)

- Dining Services Sales History

FLORIDA A&M UNIVERSITY
Business and Auxiliary Services
Dining Services Sales History
FYs 2012-2017

	(A)	(B)	(C)	(D)	(E)
	Fiscal Year				
	FY 2012/2013 (Sodexo)	FY 2013/2014 (Sodexo and Metz)	FY 2014/2015 (Metz)	FY 2015/2016 (Metz)	FY 2016/2017 (Metz)
Dining Sales	\$6,452,120.97	\$3,895,480.88	\$4,425,594.12	\$4,605,906.00	\$4,531,110.82
Retail Sales	\$2,122,558.33	\$2,174,632.72	\$3,372,711.78	\$4,264,987.24	\$4,274,627.42
Catering Sales	\$590,734.26	\$738,784.16	\$1,194,660.00	\$992,431.00	\$1,173,541.00
Grand Total	\$9,165,413.56	\$6,808,897.76	\$8,992,965.90	\$9,863,324.24	\$9,979,279.24

Source:
Revenue Vision

Notes:

- (A) Operations were managed by Sodexo. There were more mandatory beds available this fiscal year.
- (B) This was a transitional year. The Operations were managed by Sodexo from July-December and Metz from January-June. Due to dormitories going offline, there were approximately 697 fewer mandatory beds than the previous year.
- (E) Includes the actual sales amounts for July-December. Sales for January-June are projected.

XII.

Food Service Vendor (continued)

- Meal Plan Participation History

Meal Plan Participation History 2012 - 2017

	Enrollment	Mandatory MPs	Commuter MPs	Total MPs	% + -	% of enrolled on MP
Fall 2012	12,011	1,591	1,436	3,027	-	25.2%
Spring 2013	11,097	1,467	1,267	2,734	-	24.6%
Fall 2013	10,716	1,429	1,314	2,743	-9.4%	25.6%
Spring 2014	9,718	1,309	1,196	2,505	-8.4%	25.8%
Fall 2014	10,215	1,739	1,218	2,957	7.8%	28.9%
Spring 2015	9,444	1,558	1,183	2,741	9.4%	29.0%
Fall 2015	9,916	1,798	1,466	3,264	10.4%	32.9%
Spring 2016	9,097	1,667	1,402	3,069	12.0%	33.7%
Fall 2016	9,611	1,805	1,617	3,422	4.8%	35.6%
Spring 2017	8,789	1,670	1,462	3,132	2.1%	35.6%

Source

Enrollment: Psoft Query - (FAMU_SR_ROSE_ENRL)

Meal Plan: CBORD/BlackBoard - (Plan Summary report)

XII.

Food Service Vendor (continued)

- Fifth Amendment to Food Service Agreement

FIFTH AMENDMENT TO FOOD SERVICE AGREEMENT

This Fifth Amendment is made effective the _____ day of February, 2017 by and between Metz Culinary Management, Inc. ("Metz") and The Florida Agricultural and Mechanical University Board of Trustees ("FAMU") and hereby amends and/or supplements the food service agreement between the parties dated November 1, 2013, as subsequently amended, (the Food Service Agreement").

Whereas, Metz has previously provided to FAMU a capital investment of \$2,491,405; and

Whereas, the parties desire to amend the Food Service Agreement to provide for an additional investment by Metz of \$3,500,000 as of July 1, 2017.

NOW THEREFORE, the parties hereby amend the Food Service Agreement as follows with the intention of being legally bound hereby.

1. Section 2.1 of the Food Service Agreement is hereby amended to reflect that, in addition to any other increases in the Board Rate provided for in the Food Service Agreement, the Board Rate for the 2017-2018 Academic Year and subsequent academic years shall include an additional investment adjustment factor of \$0.37.

2. Section 2.4 of the Food Service Agreement is hereby restated in its entirety as follows:

"2.4 Metz has made a capital investment of \$2,491,405 (the "Initial Investment"). Metz has provided to FAMU a detailed list of the improvements and their value at the initiation of this Agreement and all such equipment, signage and equipment has become the property of FAMU free of all liens or encumbrances. The unamortized balance of the Initial Investment shall be \$1,619,413 as of June 30, 2017 (the "Unamortized Initial Investment").

On or before July 1, 2017, Metz shall invest an additional \$3,500,000 (the "Second Investment"). The Second Investment and the Unamortized Initial Investment shall both be amortized on a monthly straight-line basis over the then remaining one hundred and twenty (120) months of the term. If the Agreement is terminated for any reason prior to the complete amortization of the Second Investment and the Unamortized Initial Investment, FAMU shall or shall require its new food service provider to reimburse Metz for the unamortized portion of the Second Investment and the Unamortized Initial Investment within thirty (30) days of the termination or expiration.

The obligations of FAMU pursuant to this Section 2.4 shall survive the expiration or termination of this Agreement."

3. Section 3.1 of the Food Service Agreement is hereby amended to extend the initial term to June 30, 2027

4. Except as expressly modified by this Fifth Amendment, all remaining terms and conditions of the Food Service Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to be executed and delivered by their duly authorized officers with the intention of being legally bound hereby.

METZ CULINARY MANAGEMENT, INC.:

ATTEST

BY: _____
PRINT NAME: _____
TITLE: _____

FLORIDA AGRICULTURAL AND MECHANICAL
UNIVERSITY BOARD OF TRUSTEES:

ATTEST

BY: _____
PRINT NAME: _____
TITLE: _____