



FLORIDA
DEPARTMENT of
CORRECTIONS

An Equal Opportunity Employer

2601 Blair Stone Road • Tallahassee, FL 32399-2500
Phone: (850) 488-7480

Governor
CHARLIE CRIST

Secretary
WALTER A. McNEIL

<http://www.dc.state.fl.us>
Fax: (850) 922-2848

October 15, 2010

Mr. Jerry McDaniel, Director
Office of Policy and Budget
Executive Office of the Governor
1701 Capitol
Tallahassee, FL 32399-0001

JoAnne Leznoff, Council Director
House Full Appropriations Councils
221 Capitol
Tallahassee, FL 32399-1300

David Coburn, Staff Director
Senate Policy and Steering Committee on Ways & Means
201 Capitol
Tallahassee, FL 32399-1300

Dear Directors:

Pursuant to Chapter 216, Florida Statutes, our Legislative Budget Request for the Florida Department of Corrections is submitted in the format prescribed in the budget instructions. The information provided electronically and contained herein is a true and accurate presentation of our proposed needs for the 2011-12 Fiscal year.

Sincerely,

Chief Walter A. McNeil
Secretary



Department Level Exhibits and Schedules



Network Hardware Devices and Hardware

1 b-3	Video Equipment Parts (as needed)	70-06-82-22-147	391020	040000	18,900
1 b-3	Router Maintenance for Firewall	70-06-82-22-140/PC	242000	100777	500
1 b-3	Cisco Encryption Router equipment (276) maintenance	70-06-82-22-147	242000	100777	173,292
					192,692

Network External Service Provider My Florida.Net

1 d-1	Network Costs for Jacksonville Line	70-06-82-22-140/PC	223000	040000	5,531
1 d-1	70F MyFlorida Network (Agency Total)	70-06-82-22-147	223000	040000	2,082,674
1 d-1	70C Circuits costs	70-06-82-22-147	223000	040000	54,000
					2,142,205

Network External Service Provider Other

1 d-2	Capital Center Charges	70-06-82-22-147	223000	040000	375
1 d-2	County VPN tunnels	70-06-82-22-147	223000	040000	300
1 d-2	Comcast Cable in Forensics Lab	70-06-82-22-147	223000	040000	720
1 d-2	Cabling in CO - Dial	70-06-82-22-147	242000	100777	5,000
					6,395

Network Other

1 e	American Registry Internet	70-06-82-22-147	242000	100777	100
1 e	Y66VPN Air Card Charges 210 @ \$39.99	70-06-82-22-147	223000	040000	110,000
					110,100

Email Software

2 c	Blackberry BES Server License upgrades and s/w maintenance	70-06-82-22-142	393000	040000	5,000
2 c	Namescape - Password Reset s/w - Rdirect Enterprise Edition Outlook Profile Update Application	70-06-82-22-142	393000	040000	13,640
2 c	Mcafee Message Hygiene				382
2 c	Trend Spam Filter				6,761
2 c	Sherpa Discovery Attender (Email Retrieval) SHI & Insight	70-06-82-22-142	393000	040000	1,900
					27,683

Email External Service Provider SSRC

2 d-1	Outlook Web Access (OWA Server at SSRC) JT	70-06-82-22-142	433000	040000	30,000
					30,000

Email Other

2 e	Blackberry's	70-06-82-22-147	223000	040000	48,000
					48,000

Desktop Software

3 c	Technical Services Software	70-06-82-24-165	393000	040000	9,000
3 c	Trend to Office Scan & Spam Filter w/support for 3 years @ \$150,000 12/31/09	70-06-82-24-165	393000	040000	43,239
3 c	SI, Inc. - ID Badge System Maintenance	70-06-82-24-165	393000	040000	62,000
3 c	Microsoft Enterprise Agreement	70-06-82-24-165	393000	040000	503,450
3 c	Impromptu	70-06-82-24-165	393000	040000	45,000
3 c	Malware Bytes Software	70-06-82-24-165	393000	040000	600
3 c	TN3270 Emulator for Windows 7	70-06-82-24-165	393000	040000	3,000
					666,289

Desktop External Service Provider

3 d	REMI - BLM - average mostly cost with average chargeback amount.	70-06-82-24-165	242000	100777	252,070
3 d	Diskeeper Maintenance Field	70-06-82-24-165	393000	040000	4,000
					319,000

Desktop Other

3 F	Technical Svc IT Supplies (Hardware Repair)	70-06-82-24-165	391000	040000	10,000
3 F	Technical Svc IT equipment (Non-OCO) include memory	70-06-82-24-165	391020	040000	10,000
					20,000

Helpdesk Software

4 C	Data Center/Help Desk Parts for IT equipment/communications	70-06-82-22-140	241000	040000	5,000
4 c	Desktop Software for Help Desk & Operators	70-06-82-22-140	393000	040000	1,000
4 c	HP Peregrine S/W Annual maintenance	70-06-82-22-145	393000	040000	33,000
					39,000

Security Other Hardware Assets

5 b-3	PIX Cisco Smartnet Premium Support (CO and DR)	70-06-82-22-147	242000	100777	7,755
					7,755

Security Software

5 c	Symantec	70-06-82-22-140/PC	393000	040000	525
5 c	Smartnet Maintenance IPS	70-06-82-22-144	393000	040000	3,259
5 c	IPS Disaster Recovery	70-06-82-22-144	393000	040000	10,000
5 c	Log Analysis Tool	70-06-82-22-144	393000	040000	2,500
5 c	LAN Analysis Tool	70-06-82-22-144	393000	040000	5,000
5 c	encryption McAfee Endpoint annual maintenance/license renewal 1525 @ 4.40	70-06-82-22-144	393000	040000	7,625
5 c	MacAfee antivirus protection servers & mail	70-06-82-22-142	393000	040000	31,637
					61,682

Security External Service Provider

5 d	IBM Business Recovery - Hot and Cold Site	70-06-82-22-140	132700	100777	125,271
5 d	Sungard Availability svc replacing IBMs Stroh s/w	70-06-82-22-140	393000	040000	4,800
5 d	Keynote Red Alert Paging Service (PCard monthly)	70-06-82-22-144	132700	100777	718
5 d	Presidio IPS Managed Service	70-06-82-22-144	132700	100777	16,800
5 d	Websense	70-06-82-22-144	223000	040000	76,800
					224,389

Security Other

5 e	Disaster Recovery Travel	70-06-82-22-140	261000	040000	5,000
					5,000

IT Admin Software

7 c	Systems Development Software	70-06-82-23-131	393000	040000	4,100
7 c	Redgate Maintenance (SQL Professional Tool)	70-06-82-22-145	393000	040000	1,550
7 c	DUNDAS S/W Maintenance for COTAS	70-06-82-22-145	393000	040000	4,000
7 c	Software Purchases	70-06-82-22-140/PC	393000	040000	3,547
					13,197

IT Admin External Service Provider

7 d	Copy machine lease	70-06-82-22-140	442000	040000	2,005
					2,005

IT Admin Other

7 e	Office Supplies (Consumables) (pens, paper, pencils, paper clips, etc.)	70-06-82-22-140	380000	040000	2,500
7 e	Office Supplies (Non-Consumables) (furniture, hole punches, calculators, date stamps)	70-06-82-22-140	381000	040000	1,000
7 e	Pagers (12 months x 18.66 a month)	70-06-82-22-147	223000	040000	324
7 e	Auto repairs	70-06-82-24-165	242003	100777	1,500
7 e	Systems Development equipment supplies	70-06-82-23-131	391000	040000	1,000
7 e	Other IT Supplies	70-06-82-22-140/PC	391000	040000	1,400
7 e	IT computer supplies	70-06-82-22-140	391000	040000	3,000
7 e	Computer printer Supplies (toner cartridges, imaging drums, print heads)	70-06-82-22-140	391000	040000	3,000
7 e	Computer Cartridges	70-06-82-22-140	391000	040000	5,000
7 e	Technical Services Office supplies & Toner and ink cartridges	70-06-82-24-165	380000	040000	1,500
7 e	ID Badge Testing Printer Supplies	70-06-82-22-146	391000	040000	1,000
7 e	OIT Training/Travel	70-06-82-20-111	261000	040000	5,000
					26,224

Web Other Hardware Assets

8 b-3	Website equipment non-OCO	70-06-82-23-132	391020	040000	1,900
					1,900

Web Software

8 c	Website Software	70-06-82-23-132	393000	040000	5,392
					5,392

Web Other

8 e	Website Supplies (Speciality paper & Toners)	70-06-82-23-132	391000	040000	4,200
					4,200

Servers Mainframe

9 b-2	Processor and DASD Hardware and maintenance	70-06-82-22-140	690000	105280	534,900
					534,900
Data Center Storage					
9 b-4	Back-Up Tapes	70-06-82-22-140/PC	391000	040000	1,323
9 b-4	Department of State- Tape Storage	70-06-82-22-140/PC	433000	040000	216
9 b-4	Mainline Info Sys Tape sys, install svr, 4 year maint	70-06-82-22-140	1327000	100777	70,000
9 b-4	SL500 Tape Maintenance	70-06-82-22-142	242000	100777	24,000
9 b-4	LTO III tapes and carriers	70-06-82-22-142	391000	040000	7,817
9 b-4	LTOIII Archiving Tapes	70-06-82-22-142	391000	040000	7,000
9 b-4	Insite Public Sector HP Ultrium Cartridges LTO 1 (Backup Tapes)	70-06-82-22-142	391000	040000	3,280
					113,636
Data Center Other Hardware					
9 b-6	Server Equipment Parts	70-06-82-22-142	391020	040000	5,000
					5,000
Data Center Software					
9 c	ASG - TMON for Z/OS	70-06-82-22-143	393000	040000	27,155
9 c	DINO SW	70-06-82-22-143	393000	040000	22,660
9 c	ESCGOV for BMC Software Database Integrity Plus 1,300 MIP Ceiling	70-06-82-22-143	393000	040000	598,000
9 c	BMC Control M	70-06-82-22-143	393000	040000	7,062
9 c	Chicago Soft MVS Quick Ref	70-06-82-22-143	393000	040000	10,753
9 c	Computer Associates 1,300 MIP Ceiling	70-06-82-22-143	393000	040000	550,000
9 c	Compuware Abend-AID/MVS 1,300 MIP Ceiling	70-06-82-22-143	393000	040000	180,250
9 c	Data Access Inc - Mainframe Gateway for OpenVMS License	70-06-82-22-143	393000	040000	5,562
9 c	Data21 Tools4CICS Help WordWrap	70-06-82-22-143	393000	040000	7,981
9 c	Fischer Int. IOF Software	70-06-82-22-143	393000	040000	5,562
9 c	H & W SYSM, EMCS SYSD	70-06-82-22-143	393000	040000	25,543
9 c	IBM Total S/W Contract Charges	70-06-82-22-143	393000	040000	1,783,785
9 c	IBM Software Excel	70-06-82-22-143	393000	040000	103,260
9 c	IBM DB2 Connect enterprise edition S/W maintenance	70-06-82-22-143	393000	040000	3,902
9 c	Information System Manager ISM/CP Perfman z/OS \$18,000	70-06-82-22-143	393000	040000	18,540
9 c	MacKinney LISTCAT Software	70-06-82-22-143	393000	040000	1,960
9 c	Marble Computer DCDIII examines COBOL Programs	70-06-82-22-143	393000	040000	2,076
9 c	Merrill MXG Software	70-06-82-22-143	393000	040000	1,545
9 c	New Era (Annual Maintenance) IF-M-D, Image Focus, Control Focus (new)	70-06-82-22-143	393000	040000	6,798
9 c	Group 1 (Pitney Bowes) Finalist (mailing List)	70-06-82-22-143	393000	040000	13,781
9 c	SAS	70-06-82-22-143	393000	040000	47,425
9 c	S/W Engineering of America FASTPACK Program	70-06-82-22-143	393000	040000	16,412
9 c	Syncsort (3 year payment)	70-06-82-22-143	393000	040000	0
9 c	VMWare Software	70-06-82-22-140/PC	393000	040000	5,841
9 c	Ranger Software	70-06-82-22-140/PC	393000	040000	400
9 c	Backupexec Maintenance	70-06-82-22-142	393000	040000	1,500
9 c	Diskeeper 10 (5 packs) for Win 2003 (Gig+ defrag)	70-06-82-22-142	393000	040000	5,000
9 c	AP HP DEC Alpha S/W	70-06-82-22-142	393000	040000	2,772
9 c	Update Expert Shavlik Patch Management S/W 2 PRS (7/08 in arrears + 2yrs in advance)	70-06-82-22-142	393000	040000	18,000
9 c	Vmware Licenses	70-06-82-22-142	393000	040000	25,300
9 c	Backup Exec Licenses due to Virtualization	70-06-82-22-142	393000	040000	1,810
9 c	Double Take 18 new Server Recovery licenses (mirroring)	70-06-82-22-142	393000	040000	25,000
	Microsoft Enterprise Agreement				194,550
9 c	BackupExec Maintenance for 85 servers	70-06-82-24-165	393000	040000	17,552
					3,737,737
Data Center External Service Provider SSRC					
9 d-1	SSRC- Rack Mounts	70-06-82-22-140/PC	132700	100777	1,143
9 d-1	DMS Ports	70-06-82-22-140/PC	132700	100777	1,728
9 d-1	SSRC-UNIX Hosted Website	70-06-82-22-140/PC	132700	100777	990
	SSRC Co-Location Fee				235,692
9 d-1	SSRC True up	70-06-82-22-140/PC	132700	100777	1,300
					240,853
Data Center External Service Provider Other					
9 d-4	Hard Drive Destruction	70-06-82-22-140	132700	100777	2,000
9 d-4	Department of State Storage of tape cartridges	70-06-82-22-140	433000	040000	8,000
9 d-4	Microsoft Premier Support	70-06-82-22-142	242000	100777	90,280
9 d-4	Systems Programming Support (as needed)	70-06-82-22-143	132700	100777	20,000
					120,280
Data Center Backup Generator and UPS					
9 e-4	Liebert Equipment (UPS) SW Maintenance	70-06-82-22-140	242000	100777	21,000
9 e-4	Petroleum Traders Corp. Generator Fuel	70-06-82-22-140	373000	040000	5,500
					26,500
Data Center Environmentals					
9 e-6	Air-cond. Maintenance (Johnson Controls)	70-06-82-22-140	242000	100777	5,400
9 e-6	Air-cond Emergency Repair Service (Johnson Controls)	70-06-82-22-140	242000	100777	4,860
9 e-6	General Electrical Maintenance	70-06-82-22-140	242000	100777	15,000
9 e-6	Ring Power Generator (maintenance)	70-06-82-22-140	242000	100777	7,764
9 e-6	BORRELL FIRE SYSTEM - Fire System Inspections (maintenance) 3 yr agreement @ \$6,000 per yr.	70-06-82-22-140	242000	100777	6,000
9 e-6	Interstate Fire Systems - Fire Extinguishers	70-06-82-22-140	242000	100777	650
9 e-6	Magnetek (tape cleaner maintenance)	70-06-82-22-140	242000	100777	9,975
					49,649
CARP Other Hardware Assets					
17 b-4	CARP Hardware Maintenance	70-06-82-22-142	242000	100777	9,749
					9,749
Imaging Other Hardware Assets					
18 b-4	Imaging- Kofax Maintenance	70-06-82-22-140/PC	242000	100777	4,524
18 b-4	Maintenace on IRIS Scanner and SCCI Card	70-06-82-22-140/PC	242000	100777	3,673
18 b-4	Inception Kodak 9520 Scanner #11924102	70-06-82-24-165	242000	100777	0
18 b-4	ADS High Speed Document Scanners and Adrenaline Board Annual Maintenance	70-06-82-24-165	242000	100777	20,369
18 b-4	Imaging Dell SAN Health Check T3-Standard Maintenance 2yr. Paid Agree per year	70-06-82-22-142	242000	100777	0
					28,566
Imaging Software					
18 c	Oracle License and Maintenance	70-06-82-22-145	393000	040000	181,039
18 c	2 MS SQL 2005 STD Upgrades	70-06-82-22-145	393000	040000	
					181,039

Non-Strategic IT Service:		Network Service		Combined v.2011-12				
Dept/Agency: Department of Corrections		# of Assets & Resources		Apportioned to this IT Service in FY 2011-12				
Prepared by: Doug Smith, CIO		Footnote Number		Estimated IT Service Costs				
Phone: 410-4740		Number used for this service		Number w/ costs in FY 2011-12				
Service Provisioning -- Assets & Resources (Cost Elements)		Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	A	B	C	D
					Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Planned Increase/Decrease Use of Recurring Base Funding (Columns C - B)
A. Personnel			8.85		\$1,368,346	\$560,072	\$560,072	\$0
A-1.1	State FTE	1,2	8.85		\$1,362,874	\$560,072	\$560,072	\$0
A-2.1	OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3.1	Contractor Positions (Staff Augmentation)		0.00		\$5,472	\$0	\$0	\$0
B. Hardware				2	\$196,173	\$193,703	\$193,703	\$0
B-1	Servers		2	2	\$0	\$0	\$0	\$0
B-2	Server Maintenance & Support		0	0	\$5,000	\$1,011	\$1,011	\$0
B-3	Network Devices & Hardware (e.g., routers, switches, hubs, cabling, etc.)	3	2119	0	\$177,292	\$192,692	\$192,692	\$0
B-4	Online Storage for file and print (indicate GB of storage)		0		\$0	\$0	\$0	\$0
B-5	Archive Storage for file and print (indicate GB of storage)		0		\$0	\$0	\$0	\$0
B-6	Other Hardware Assets (Please specify in Footnote Section below)	4			\$13,881	\$0	\$0	\$0
C. Software					\$5,300	\$0	\$0	\$0
D. External Service Provider(s)					\$2,219,375	\$2,148,600	\$2,148,600	\$0
D-1	MyFloridaNet	5			\$2,219,375	\$2,142,205	\$2,142,205	\$0
D-2	Other (Please specify in Footnote Section below)				\$0	\$6,395	\$6,395	\$0
E. Other (Please describe in Footnotes Section below)					\$117,570	\$110,100	\$110,100	\$0
F. Total for IT Service					\$3,906,764	\$3,012,475	\$3,012,475	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.								
1	** Note** Corrections IT field staff make up 56% of the total IT staff							
2	Decrease from last years submission is due to the field staff centralizing switch management process, s/w implementation and decrease in construction							
3	280 routers and 1456 switches in the field and 383 in central office.							
4	Video Maintenance is no longer used							
5	286 circuits							
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

Non-Strategic IT Service:		E-Mail, Messaging, and Calendaring Service			Form: FY 2011-12 Schedule IV-C -			
Agency: Department of Corrections		# of Assets & Resources			Estimated IT Service Costs			
Prepared by: Doug Smith, CIO		AppORTioned to this IT Service in			A	B	C	D
Phone: 410-4740		FY 2011-12			Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Planned Increase/Decrease Use of Recurring Base Funding (Columns C - B)
Service Provisioning -- Assets & Resources (Cost Elements)		Footnote Number	Number used for this service	Number w/ costs in FY 2011-12				
A. Personnel			4.17		\$394,104	\$269,670	\$269,670	\$0
A-1	State FTE	1,2	4.17		\$394,104	\$269,670	\$269,670	\$0
A-2	OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3	Contractor Positions (Staff Augmentation)		0.00		\$0	\$0	\$0	\$0
B. Hardware					\$48,000	\$52,046	\$52,046	\$0
B-1	Servers	3	13	13	\$0		\$0	\$0
B-2	Server Maintenance & Support	4	0	0	\$0	\$4,046	\$4,046	\$0
B-3	Wireless Communication Devices (e.g., Blackberries, iPhones, PDAs, etc.)		230	0	\$48,000	\$48,000	\$48,000	\$0
B-4	Online Storage (indicate GB of storage)		0		\$0	\$0	\$0	\$0
B-5	Archive Storage (indicate GB of storage)	5	10941		\$0	\$0	\$0	\$0
B-6	Other Hardware Assets (Please specify in Footnote Section below)				\$0	\$0	\$0	\$0
C. Software					\$48,693	\$27,683	\$27,683	\$0
D. External Service Provider(s)					\$15,192	\$30,000	\$30,000	\$0
D-1	Southwood Shared Resource Center	6			\$15,192	\$30,000	\$30,000	\$0
D-2	Northwood Shared Resource Center				\$0	\$0	\$0	\$0
D-3	Northwest Regional Data Center				\$0	\$0	\$0	\$0
D-4	Other Data Center External Service Provider (specify in Footnotes below)				\$0	\$0	\$0	\$0
E. Other (Please describe in Footnotes Section below)					\$0	\$0		\$0
F. Total for IT Service					\$505,989	\$379,399	\$379,399	\$0
G. Administrative Overhead - Percentage of Other Non-Strategic IT Service Costs Supporting Email Service								
	Non-Strategic Service	Footnote	%	Cost	To determine the fully-loaded cost of the e-mail service, agencies must estimate the amount (percentage) of the other non-strategic IT services that are "consumed" by the e-mail service. For example, desktop support personnel install and configure the e-mail software on the desktop, which is used in the e-mail service, so to obtain a fully-loaded cost for the e-mail service, it is important to include the indirect workload and associated costs of the desktop service expended in support of the e-mail service. The portion of Network, IT Security & Risk Mitigation, and IT Administration & Management services will be estimated by the AETT based on the agency Schedule IV-C submissions for these IT services. For the purposes of the Schedule IV-C analysis, the data submitted in this section will NOT be added to the cost of the e-mail service.			
OT-1	Network							
OT-2	Desktop IT Service	7	0.00%	\$				
OT-3	Help Desk	8	60.00%	\$ 232,364				
OT-4	IT Security & Risk Mitigation							
OT-5	IT Administration & Management							
				SUBTOTAL	\$	232,364		
Fully-loaded IT Service Cost					\$	611,763		
H. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.								
1	** Note** Corrections IT field staff make up 56% of the total IT staff							
2	Numbers have reduced since last FY's submission due to Group Policy Implementation, increased use of scripts, and standardization of Standard Operating Procedures across state regions.							
3	13 physical servers and 3 virtual. Functions performed are email, 1 PST, 1 blackberry							
4	Server maintenance was reported under REMI last submission, in an effort to improve accuracy maintenance has been reported in each respective service area.							
5	total in GB for the amount of email archive storage							
6	Includes anticipated true-up							
7	software installations have been automated with SCCM							
8	percentage is of one FTE							
9								

Non-Strategic IT Service: Desktop Computing Service									
Agency: Department of Corrections Prepared by: Doug Smith, CIO Phone: 410-4740				Form: FY 2011-12 Schedule IV-C -					
Service Provisioning -- Assets & Resources (Cost Elements)				# of Assets & Resources Apportioned to this IT Service in FY 2011-12		Estimated IT Service Costs			
						A	B	C	D
				Number used for this service	Number w/ costs in FY 2011-12	Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Planned Increase/Decrease Use of Recurring Base Funding (Columns C - B)
A. Personnel					82.00	\$3,127,009	\$5,030,353	\$5,030,353	\$0
A-1	State FTE	1,2	82.00			\$3,127,009	\$5,030,353	\$5,030,353	\$0
A-2	OPS FTE		0.00			\$0	\$0	\$0	\$0
A-3	Contractor Positions (Staff Augmentation)		0.00			\$0	\$0	\$0	\$0
B. Hardware					32862	\$0	\$0	\$0	\$0
B-1	Servers		0	0		\$0	\$0	\$0	\$0
B-2	Server Maintenance & Support		0	0		\$0	\$0	\$0	\$0
B-3.1	Desktop Computers	3	20786	0		\$0	\$0	\$0	\$0
B-3.2	Mobile Computers (e.g., Laptop, Notebook, Handheld, Wireless Computer)	4	1639	0		\$0	\$0	\$0	\$0
B-3.3	Other Hardware Assets (Please specify in Footnote Section below)	5	10437	0		\$0	\$0	\$0	\$0
C. Software					6	\$827,000	\$666,289	\$666,289	\$0
D. External Service Provider(s)					0	\$319,000	\$319,000	\$319,000	\$0
E. Other (Please describe in Footnotes Section below)						\$34,000	\$20,000	\$20,000	\$0
F. Total for IT Service						\$4,307,009	\$6,035,642	\$6,035,642	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.									
1	** Note** Corrections IT field staff make up 56% of the total IT staff								
2	FTE numbers have increased since last submission due to increase in PC's for inmate education and re-entry.								
3	Desktops available/installed								
4	Laptops available/installed								
5	Printers 8,584, Scanners 538, Handreaders 231 , Fingerprint Readers 297, UPS 516, Cameras 183, and 88 ID badge printers								
6	Impromptu, malware bytes, and TN 3270 software licenses have been added since last submission.								
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Non-Strategic IT Service:		Helpdesk Service		Form: FY 2011-12 Schedule IV-C-			
Agency: Department of Corrections							
Prepared by: Doug Smith, CIO							
Phone: 410-4740							
Service Provisioning -- Assets & Resources (Cost Elements)		# of Assets & Resources Apportioned to this IT Service in FY 2011-12		Estimated IT Service Costs			
	Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	A Initial Estimate for Fiscal Year 2010-11	B Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	C Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	D Planned Increase/Decrease Use of Recurring Base Funding (Columns C - B)
A. Personnel		6.36		\$263,182	\$346,676	\$346,676	\$0
A-1 State FTE	1	6.36		\$240,820	\$346,676	\$346,676	\$0
A-2 OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3 Contractor Positions (Staff Augmentation)		0.00		\$27,362	\$0	\$0	\$0
B. Hardware		3	3	\$5,000	\$1,597	\$1,597	\$0
B-1 Servers		3	3	\$0	\$0	\$0	\$0
B-2 Server Maintenance & Support	2	0	0	\$5,000	\$1,597	\$1,597	\$0
B-3 Other Hardware Assets (Please specify in Footnote Section below)		0	0	\$0	\$0	\$0	\$0
C. Software				\$47,000	\$39,000	\$39,000	\$0
D. External Service Provider(s)		0	0	\$0	\$0	\$0	\$0
E. Other (Please describe in Footnotes Section below)				\$0	\$0	\$0	\$0
F. Total for IT Service				\$320,182	\$387,273	\$387,273	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.							
1	In an effort to improve accuracy a more detailed analysis resulted in a decrease from last years submission.						
2	Server maintenance was reported under REMI last submission, in an effort for improved accuracy maintenance has been reported in each respective service area.						
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Non-Strategic IT Service: IT Security/Risk Mitigation Service							
Agency: Department of Corrections				Form: FY 2011-12 Schedule IV-C -			
Prepared by: Doug Smith, CIO				# of Assets & Resources Apportioned to this IT Service in FY 2011-12			
Phone: 410-4740							
Service Provisioning -- Assets & Resources (Cost Elements)	Footnote Number	# of Assets & Resources Apportioned to this IT Service in FY 2011-12		Estimated IT Service Costs			
		Number used for this service	Number w/ costs in FY 2011-12	A Initial Estimate for Fiscal Year 2010-11	B Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	C Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	D Planned Increase/Decrease Use of Recurring Base Funding (Columns C - B)
A. Personnel		18.91		\$1,486,190	\$1,289,908	\$1,289,908	\$0
A-1 State FTE	1,2	18.51		\$1,453,133	\$1,256,851	\$1,256,851	\$0
A-2 OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3 Contractor Positions (Staff Augmentation)		0.40		\$33,057	\$33,057	\$33,057	\$0
B. Hardware		9	9	\$6,718	\$11,089	\$11,089	\$0
B-1 Servers		9	9	\$0	\$0	\$0	\$0
B-2 Server Maintenance & Support	3	0	0	\$0	\$3,334	\$3,334	\$0
B-3 Other Hardware Assets (Please specify in Footnote Section below)		0	0	\$6,718	\$7,755	\$7,755	\$0
C. Software	4			\$82,100	\$61,682	\$61,682	\$0
D. External Service Provider(s)	4	0	0	\$173,414	\$224,389	\$224,389	\$0
E. Other (Please describe in Footnotes Section below)				\$7,500	\$5,000	\$5,000	\$0
F. Total for IT Service				\$1,755,922	\$1,592,069	\$1,592,069	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.							
1	** Note** Corrections IT field staff make up 56% of the total IT staff						
2	Decrease in security staff since last FY submission due to improvements in patch management, increased use of group policy and implementation of standard operating instructions across regions.						
3	Server maintenance was reported under REMI last submission, in an effort to improve accuracy server maintenance has been reported in each respective service area.						
4	Increases/Decreases are due to the fact Websense is now reported in External Service Providers, new software (IPS Disaster Recovery, LAN Analysis Tool, Log Analysis Tool) are in use						
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Non-Strategic IT Service: **Agency Financial and Administrative Systems Support Service**

Agency: **Department of Corrections**

Form: FY 2011-12 Schedule IV-C -

Prepared by: **Doug Smith, CIO**

Phone: **410-4740**

of Assets & Resources
Apportioned to this IT Service
in FY 2011-12

Service Provisioning -- Assets & Resources (Cost Elements)	Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	Estimated IT Service Costs			
				A Initial Estimate for Fiscal Year 2010-11	B Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	C Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	D Planned Increase/Decrease Use of Recurring Base Funding (Columns C - B)
A. Personnel		2.54		\$62,778	\$213,242	\$213,242	\$0
A-1 State FTE	1	1.89		\$31,578	\$116,522	\$116,522	\$0
A-2 OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3 Contractor Positions (Staff Augmentation)	2	0.65		\$31,200	\$96,720	\$96,720	\$0
B. Hardware		3	3	\$0	\$2,536	\$2,536	\$0
B-1 Servers		3	3	\$0	\$0	\$0	\$0
B-2 Server Maintenance & Support		0	0	\$0	\$2,536	\$2,536	\$0
B-3 Other Hardware Assets (Please specify in Footnote Section below)		0	0	\$0	\$0	\$0	\$0
C. Software				\$0	\$0	\$0	\$0
D. External Service Provider(s)		0	0	\$0	\$0	\$0	\$0
E. Other (Please describe in Footnotes Section below)				\$0	\$0	\$0	\$0
F. Total for IT Service				\$62,778	\$215,778	\$215,778	\$0

G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.

1	In an effort to improve accuracy a more detailed analysis resulted in an increase from last submission.
2	Comparison between this submission and last submission resulted in the discovery of a miscalculation for last year.
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Non-Strategic IT Service: IT Administration and Management Service							
Agency: Department of Corrections Prepared by: Doug Smith, CIO Phone: 410-4740				Form: FY 2011-12 Schedule IV-C -			
Service Provisioning -- Assets & Resources (Cost Elements)	Footnote Number	# of Assets & Resources Apportioned to this IT Service in FY 2011-12		Estimated IT Service Costs			
		Number used for this service	Number w/ costs in FY 2011-12	A Initial Estimate for Fiscal Year 2010-11	B Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	C Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	D Planned Increase/Decrease Use of Recurring Base Funding (Columns C - B)
A. Personnel		16.30		\$1,319,440	\$1,298,401	\$1,298,401	\$0
A-1 State FTE	1	16.30		\$1,319,440	\$1,298,401	\$1,298,401	\$0
A-2 OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3 Contractor Positions (Staff Augmentation)		0.00		\$0	\$0	\$0	\$0
B. Hardware		0	0	\$0	\$0	\$0	\$0
B-1 Servers		0	0	\$0	\$0	\$0	\$0
B-2 Server Maintenance & Support		0	0	\$0	\$0	\$0	\$0
B-3 Other Hardware Assets (Please specify in Footnote Section below)		0	0	\$0	\$0	\$0	\$0
C. Software	2			\$5,400	\$13,197	\$13,197	\$0
D. External Service Provider(s)	3	0	0	\$0	\$2,005	\$2,005	\$0
E. Other (Please describe in Footnotes Section below)	4			\$47,987	\$26,224	\$26,224	\$0
F. Total for IT Service				\$1,372,827	\$1,339,827	\$1,339,827	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.							
1	Staff consists of CIO, Deputy CIO, three Staff Assistants, one Executive Secretary, one Government Operations Analyst, two Administrative Assistants, three Bureau Chiefs, and five Project Managers.						
2	Florida Parole Commission support						
3	Copy machine lease						
4	Reduction in travel, office supplies, and auto repairs						
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Non-Strategic IT Service: **Portal/Web Management Service**

Dept/Agency: **Department of Corrections**
 Prepared by: (Enter name of person who completed this worksheet)
 Phone: (enter phone number for person named above)

Form: Schedule IV-C -Combined v.2011-12

Service Provisioning -- Assets & Resources (Cost Elements)	Footnote Number	# of Assets & Resources Apportioned to this IT Service in FY 2011-12		Estimated IT Service Costs			
		Number used for this service	Number w/ costs in FY 2011-12	A Initial Estimate for Fiscal Year 2010-11	B Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	C Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	D Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel		3.80		\$242,738	\$232,639	\$232,639	\$0
A-1.1 State FTE	1	3.80		\$242,738	\$232,639	\$232,639	\$0
A-2.1 OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3.1 Contractor Positions (Staff Augmentation)		0.00		\$0	\$0	\$0	\$0
B. Hardware				\$0	\$4,548	\$4,548	\$0
B-1 Servers		3	3	\$0	\$0	\$0	\$0
B-2 Server Maintenance & Support	2	0	0	\$0	\$2,648	\$2,648	\$0
B-3 Other Hardware Assets (Please specify in Footnotes Section below)	3	0	0	\$0	\$1,900	\$1,900	\$0
C. Software				\$2,000	\$5,392	\$5,392	\$0
D. External Service Provider(s)		0	0	\$0	\$0	\$0	\$0
E. Other (Please describe in Footnotes Section below)	4			\$6,200	\$4,200	\$4,200	\$0
F. Total for IT Service				\$250,938	\$246,779	\$246,779	\$0

G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.	
1	In an effort to improve accuracy a more detailed analysis resulted in a decrease from last submission.
2	Server maintenance was all reported under REMI last year, in an effort to improve accuracy maintenance was reported in each respective area.
3	Miscellaneous Development Equipment
4	Reduced supply spending
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Non-Strategic IT Service:		Data Center Service		Form: Schedule IV-C -Combined v.2011-12				
Dept/Agency: Department of Corrections		Prepared by: (Enter name of person who completed this worksheet)		# of Assets & Resources Apportioned to this IT Service in FY 2011-12		Estimated IT Service Costs		
Phone: (enter phone number for person named above)		Footnote Number		Number used for this service		Number w/ costs in FY 2011-12		
Service Provisioning -- Assets & Resources (Cost Elements)		Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	A Initial Estimate for Fiscal Year 2010-11 (if submitted)	B Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	C Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	D Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel (performing data center functions defined in w. 282.201(2)(d)1.e., F.S.)			8.92		\$0	\$645,490	\$645,490	\$0
A-1.1	State FTE	1,2	8.92		\$0	\$645,490	\$645,490	\$0
A-2.1	OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3.1	Contractor Positions (Staff Augmentation)		0.00		\$0	\$0	\$0	\$0
B. Hardware					\$50,996	\$665,540	\$665,540	\$0
Calculated total non-mainframe servers from all IV-C services		88						
Calculated total mainframes from all IV-C services		1						
B-1	Non-Mainframe Servers (including single-function logical servers not assigned to another service)	1,3	27	27	\$0			\$0
B-2	Servers - Mainframe	1,4	1	0	\$0	\$534,900	\$534,900	
B-3	Server Maintenance & Support	1,3	0	0	\$10,000	\$8,866	\$8,866	\$0
B-4	Online or Archival Storage Systems (indicate GB of storage)		0		\$35,996	\$116,774	\$116,774	\$0
B-5	Data Center/ Computing Facility Internal Network	1,5			\$0	\$0	\$0	\$0
B-6	Other Hardware (Please specify in Footnotes Section below)	1,6			\$5,000	\$5,000	\$5,000	\$0
C. Software		10			\$82,853	\$3,737,737	\$3,737,737	\$0
D. External Service Provider(s)					\$95,842	\$361,133	\$361,133	\$0
D-1	Southwood Shared Resource Center (indicate # of Board votes)	7	0		\$0	\$240,853	\$240,853	\$0
D-2	Northwood Shared Resource Center (indicate # of Board votes)		1		\$0	\$0	\$0	\$0
D-3	Northwest Regional Data Center (indicate # of Board votes)		0		\$0	\$0	\$0	\$0
D-4	Other Data Center External Service Provider (specify in Footnotes below)	1,8			\$95,842	\$120,280	\$120,280	\$0
E. Plant & Facility			Total	Est Utilized	\$183,233	\$0	\$0	\$0
E-1	Agency Data Center (indicate total square feet)		0	0	\$0	\$0	\$0	\$0
E-2	Computing Facilities (indicate total square feet)	11,9	4500	2700	\$128,790	\$0	\$0	\$0
E-3	Office Space (indicate total square feet)		0	0	\$0	\$0	\$0	\$0
E-4	Backup Generator, Power Distribution Units, UPS, etc. (indicate capacity in KW)	9	0	0	\$28,764	\$0		\$0
E-5	Utilities (e.g., electricity and water) (estimated total annual KWH)	9	0		\$15,704	\$0	\$0	\$0
E-6	Environmentals (e.g., HVAC, fire control, and physical security)	9			\$0			\$0
E-7	Other (please specify in Footnotes Section below)				\$9,975	\$0	\$0	\$0
F. Other (Please describe in Footnotes Section below)					\$15,760	\$0	\$0	\$0
G. Total for IT Service					\$428,684	\$5,409,899	\$5,409,899	\$0
H. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.								
1	*****Data Center mainframe costs have increased since last year due to the fact they were reported in OBIS by direction from TRW. The costs are now in Data Center due to consolidation.							
2	Staff totals and salary expenditures differ from the LBR workbook and transition document due to the fact the staff in Finance and Accounting, Procurement, Legal and Budget are not OIT staff.							
3	There are 27 servers dedicated to the data center. The other servers are reported in each of their respective areas along with their maintenance cost. This will make the costs for data center differ from the costs submitted on the transition plan and LBR workbook.							
4	Mainframe and DASD timed purchase							
5	Network expenditures differ than from LBR and Transition Plan workbook due to the fact that Network is accounted for on the Network tab.							
6	Server Equipment Parts							
7	This is the co-location fee for SSRC at \$19,614 a month for 12 months, and the costs of Florida Parole Commission equipment housed at SSRC.							
8	External Service Provider expenditures are lower due to the fact the Disaster Recovery costs accounted for in LBR workbook and Transition workbook are included in Disaster Recovery in IT Security Risk Mitigation service							
9	Costs differ from data center transition plan and LBR workbook due to the fact that the expenditures will not be paid next fiscal year due to the fact equipment will be located at SSRC.							

Offender Based Information System(OBIS)

Strategic IT Service:

Dept/Agency: **Department of Corrections**

Form: Schedule IV-C -Combined v.2011-12

Prepared by: **Doug Smith, CIO**

Phone: **410-4740**

Service Provisioning -- Assets & Resources (Cost Elements)

	Footnote Number	# of Assets & Resources apportioned to this IT Service		Estimated IT Service Costs			
		Number used for this service	Number w/ costs in FY 2011-12	A Initial Estimate for Fiscal Year 2010-11	B Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	C Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	D Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel		19.93		\$2,509,405	\$2,029,759	\$2,029,759	\$0
A-1.1 State FTE	1,2	12.73		\$1,609,533	\$958,559	\$958,559	\$0
A-2.1 OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3.1 Contractor Positions (Staff Augmentation)	1,3	7.20		\$899,872	\$1,071,200	\$1,071,200	\$0
B. Hardware		0	0	\$549,900	\$0	\$0	\$0
B-1 Servers - Mainframe	1	0	0	\$534,900	\$0	\$0	\$0
B-2 Servers - Non-Mainframe		0	0	\$0	\$0	\$0	\$0
B-3 Server Maintenance & Support				\$0	\$0	\$0	\$0
B-4 Other Hardware Assets (e.g., system mgt workstation, printers, UPS)	1			\$15,000	\$0	\$0	\$0
C. Software	1			\$3,254,210	\$0	\$0	\$0
D. External Service Provider(s)	1	0	0	\$2,000	\$0	\$0	\$0
E. Other (Please describe in Footnotes Section below)	1			\$20,865	\$0	\$0	\$0
F. Total for IT Service				\$6,336,380	\$2,029,759	\$2,029,759	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.							
1	OBIS costs have decreased since last submission due to the fact mainframe data center costs are reported in data center and not OBIS this year due to data center consolidation.						
2	Applications Development Staff						
3	Applications Development Contractors						
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Strategic IT Service: Training Delivery								
Dept/Agency: Department of Corrections		Form: Schedule IV-C - Combined v.2011-12						
Prepared by: Doug Smith, CIO		# of Assets & Resources apportioned to this IT Service		Estimated IT Service Costs				
Phone: 410-4740				A	B	C	D	
Service Provisioning -- Assets & Resources (Cost Elements)		Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget <i>(based on Column G64 minus G65)</i>	Estimated FY 2011-12 Allocation of Recurring Base Budget <i>(based on Column G64 minus G65)</i>	Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel			0.45		\$80,353	\$50,798	\$50,798	\$0
A-1.1	State FTE	1	0.25		\$49,153	\$19,598	\$19,598	\$0
A-2.1	OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3.1	Contractor Positions (Staff Augmentation)		0.20		\$31,200	\$31,200	\$31,200	\$0
B. Hardware			0	0	\$0	\$0	\$0	\$0
B-1	Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2	Servers - Non-Mainframe		0	0	\$0	\$0	\$0	\$0
B-3	Server Maintenance & Support				\$0	\$0	\$0	\$0
B-4	Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0
C. Software					\$0	\$0	\$0	\$0
D. External Service Provider(s)			0	0	\$0	\$0	\$0	\$0
E. Other (Please describe in Footnotes Section below)					\$0	\$0	\$0	\$0
F. Total for IT Service					\$80,353	\$50,798	\$50,798	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.								
1	In an effort to improve accuracy a more detailed analysis resulted in a decrease from last submission.							
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Strategic IT Service: Offender Financial Services								
Dept/Agency: Department of Corrections		Form: Schedule IV-C - Combined v.2011-12						
Prepared by: Doug Smith, CIO		# of Assets & Resources apportioned to this IT Service		Estimated IT Service Costs				
Phone: 410-4740		Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	A	B	C	D
Service Provisioning -- Assets & Resources (Cost Elements)					Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel			1.60		\$133,533	\$204,874	\$204,874	\$0
A-1.1	State FTE		0.65		\$43,469	\$44,090	\$44,090	\$0
A-2.1	OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3.1	Contractor Positions (Staff Augmentation)	1	0.95		\$90,064	\$160,784	\$160,784	\$0
B. Hardware			0	0	\$0	\$0	\$0	\$0
B-1	Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2	Servers - Non-Mainframe		0	0	\$0	\$0	\$0	\$0
B-3	Server Maintenance & Support				\$0	\$0	\$0	\$0
B-4	Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0
C. Software					\$0	\$0	\$0	\$0
D. External Service Provider(s)			0	0	\$0	\$0	\$0	\$0
E. Other (Please describe in Footnotes Section below)					\$0	\$0	\$0	\$0
F. Total for IT Service					\$133,533	\$204,874	\$204,874	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.								
1	In an effort to improve accuracy a more detailed analysis resulted in an increase from last submission.							
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Strategic IT Service: Interstate Compact								
Dept/Agency: Department of Corrections		Form: Schedule IV-C - Combined v.2011-12						
Prepared by: Doug Smith, CIO		# of Assets & Resources apportioned to this IT Service		Estimated IT Service Costs				
Phone: 410-4740		Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	A	B	C	D
Service Provisioning -- Assets & Resources (Cost Elements)					Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel			0.65		\$63,973	\$64,488	\$64,488	\$0
A-1.1	State FTE		0.45		\$34,229	\$34,744	\$34,744	\$0
A-2.1	OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3.1	Contractor Positions (Staff Augmentation)		0.20		\$29,744	\$29,744	\$29,744	\$0
B. Hardware			0	0	\$0	\$0	\$0	\$0
B-1	Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2	Servers - Non-Mainframe		0	0	\$0	\$0	\$0	\$0
B-3	Server Maintenance & Support				\$0	\$0	\$0	\$0
B-4	Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0
C. Software					\$0	\$0	\$0	\$0
D. External Service Provider(s)			0	0	\$0	\$0	\$0	\$0
E. Other (Please describe in Footnotes Section below)					\$0	\$0	\$0	\$0
F. Total for IT Service					\$63,973	\$64,488	\$64,488	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.								
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Strategic IT Service: Work Release Inmate Management System (WRIMS)								
Dept/Agency: Department of Corrections		Form: Schedule IV-C - Combined v.2011-12						
Prepared by: Doug Smith, CIO		# of Assets & Resources apportioned to this IT Service		Estimated IT Service Costs				
Phone: 410-4740		Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	A	B	C	D
Service Provisioning -- Assets & Resources (Cost Elements)					Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel			0.70		\$61,928	\$62,640	\$62,640	\$0
A-1.1	State FTE		0.60		\$46,328	\$47,040	\$47,040	\$0
A-2.1	OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3.1	Contractor Positions (Staff Augmentation)		0.10		\$15,600	\$15,600	\$15,600	\$0
B. Hardware			0	0	\$0	\$0	\$0	\$0
B-1	Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2	Servers - Non-Mainframe		0	0	\$0	\$0	\$0	\$0
B-3	Server Maintenance & Support				\$0	\$0	\$0	\$0
B-4	Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0
C. Software					\$0	\$0	\$0	\$0
D. External Service Provider(s)			0	0	\$0	\$0	\$0	\$0
E. Other (Please describe in Footnotes Section below)					\$0	\$0	\$0	\$0
F. Total for IT Service					\$61,928	\$62,640	\$62,640	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.								
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Strategic IT Service: Analytics and Performance								
Dept/Agency: Department of Corrections		Form: Schedule IV-C - Combined v.2011-12						
Prepared by: Doug Smith, CIO		# of Assets & Resources apportioned to this IT Service		Estimated IT Service Costs				
Phone: 410-4740		Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	A	B	C	D
Service Provisioning -- Assets & Resources (Cost Elements)					Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel			0.60		\$275,615	\$275,965	\$275,965	\$0
A-1.1	State FTE		0.30		\$24,351	\$24,701	\$24,701	\$0
A-2.1	OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3.1	Contractor Positions (Staff Augmentation)		0.30		\$251,264	\$251,264	\$251,264	\$0
B. Hardware			0	0	\$0	\$0	\$0	\$0
B-1	Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2	Servers - Non-Mainframe		0	0	\$0	\$0	\$0	\$0
B-3	Server Maintenance & Support				\$0	\$0	\$0	\$0
B-4	Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0
C. Software					\$0	\$0	\$0	\$0
D. External Service Provider(s)			0	0	\$0	\$0	\$0	\$0
E. Other (Please describe in Footnotes Section below)					\$0	\$0	\$0	\$0
F. Total for IT Service					\$275,615	\$275,965	\$275,965	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.								
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Strategic IT Service: Pharmacy								
Dept/Agency: Department of Corrections		Form: Schedule IV-C - Combined v.2011-12						
Prepared by: Doug Smith, CIO		# of Assets & Resources apportioned to this IT Service		Estimated IT Service Costs				
Phone: 410-4740		Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	A	B	C	D
Service Provisioning -- Assets & Resources (Cost Elements)					Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel			3.80		\$310,163	\$172,431	\$172,431	\$0
A-1.1	State FTE	1,2	3.80		\$310,163	\$172,431	\$172,431	\$0
A-2.1	OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3.1	Contractor Positions (Staff Augmentation)		0.00		\$0	\$0	\$0	\$0
B. Hardware			0	0	\$0	\$1,960	\$1,960	\$0
B-1	Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2	Servers - Non-Mainframe		0	0	\$0			\$0
B-3	Server Maintenance & Support				\$0	\$1,960	\$1,960	\$0
B-4	Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0
C. Software					\$0	\$0	\$0	\$0
D. External Service Provider(s)			0	0	\$0	\$0	\$0	\$0
E. Other (Please describe in Footnotes Section below)					\$0	\$0	\$0	\$0
F. Total for IT Service					\$310,163	\$174,391	\$174,391	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.								
1	** Note** Corrections IT field staff make up 56% of the total IT staff							
2	In an effort to improve accuracy a more detailed analysis resulted in an increase from last submission.							
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Strategic IT Service: Computer Automated Reception Process (CARP)								
Dept/Agency: Department of Corrections		Form: Schedule IV-C - Combined v.2011-12						
Prepared by: Doug Smith, CIO		# of Assets & Resources apportioned to this IT Service Number used for this service Number w/ costs in FY 2011-12		Estimated IT Service Costs				
Phone: 410-4740				A	B	C	D	
Service Provisioning -- Assets & Resources (Cost Elements)		Footnote Number			Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel			3.66		\$450,978	\$348,566	\$348,566	\$0
A-1.1	State FTE	1	2.76		\$291,858	\$189,446	\$189,446	\$0
A-2.1	OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3.1	Contractor Positions (Staff Augmentation)		0.90		\$159,120	\$159,120	\$159,120	\$0
B. Hardware			0	0	\$9,749	\$9,749	\$9,749	\$0
B-1	Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2	Servers - Non-Mainframe		0	0	\$0	\$0	\$0	\$0
B-3	Server Maintenance & Support				\$9,749	\$0	\$0	\$0
B-4	Other Hardware Assets (e.g., system mgt workstation, printers, UPS)	2			\$0	\$9,749	\$9,749	\$0
C. Software					\$0	\$0	\$0	\$0
D. External Service Provider(s)			0	0	\$0	\$0	\$0	\$0
E. Other (Please describe in Footnotes Section below)					\$0	\$0	\$0	\$0
F. Total for IT Service					\$460,727	\$358,315	\$358,315	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.								
1	In an effort to improve accuracy a more detailed analysis resulted in a decrease from last submission.							
2	CARP hardware maintenance (DEC Alphas)							
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Strategic IT Service: Imaging								
Dept/Agency: Department of Corrections		Form: Schedule IV-C - Combined v.2011-12						
Prepared by: Doug Smith, CIO		# of Assets & Resources apportioned to this IT Service		Estimated IT Service Costs				
Phone: 410-4740				A	B	C	D	
Service Provisioning -- Assets & Resources (Cost Elements)		Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel			3.26		\$259,358	\$310,916	\$310,916	\$0
A-1.1	State FTE	1	2.26		\$99,198	\$166,356	\$166,356	\$0
A-2.1	OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3.1	Contractor Positions (Staff Augmentation)	2	1.00		\$160,160	\$144,560	\$144,560	\$0
B. Hardware			11	11	\$194,978	\$34,183	\$34,183	\$0
B-1	Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2	Servers - Non-Mainframe		11	11	\$0	\$0	\$0	\$0
B-3	Server Maintenance & Support				\$194,978	\$5,617	\$5,617	\$0
B-4	Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$28,566	\$28,566	\$0
C. Software					\$0	\$181,039	\$181,039	\$0
D. External Service Provider(s)			0	0	\$0	\$0	\$0	\$0
E. Other (Please describe in Footnotes Section below)					\$700	\$0	\$0	\$0
F. Total for IT Service					\$455,036	\$526,138	\$526,138	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.								
1	** Note** Corrections IT field staff make up 56% of the total IT staff							
2	Increase in staff due to probationer records being scanned to server for retention and searching.							
3	In an effort to improve accuracy a more detailed analysis resulted resulted in a decrease from last submission.							
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Strategic IT Service: Roster Management System (RMS)								
Dept/Agency: Department of Corrections		Form: Schedule IV-C - Combined v.2011-12						
Prepared by: Doug Smith, CIO		# of Assets & Resources apportioned to this IT Service Number used for this service Number w/ costs in FY 2011-12		Estimated IT Service Costs				
Phone: 410-4740				A	B	C	D	
Service Provisioning -- Assets & Resources (Cost Elements)		Footnote Number	Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Planned Increase/Decrease Use of Recurring Base Funding		
A. Personnel			0.65		\$90,697	\$76,854	\$76,854	\$0
A-1.1	State FTE		0.35		\$58,457	\$29,014	\$29,014	\$0
A-2.1	OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3.1	Contractor Positions (Staff Augmentation)		0.3		\$32,240	\$47,840	\$47,840	\$0
B. Hardware			0	0	\$0	\$0	\$0	\$0
B-1	Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2	Servers - Non-Mainframe		0	0	\$0	\$0	\$0	\$0
B-3	Server Maintenance & Support				\$0	\$0	\$0	\$0
B-4	Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0
C. Software					\$0	\$0	\$0	\$0
D. External Service Provider(s)			0	0	\$0	\$0	\$0	\$0
E. Other (Please describe in Footnotes Section below)					\$0	\$0	\$0	\$0
F. Total for IT Service					\$90,697	\$76,854	\$76,854	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.								
1	In an effort to improve accuracy a more detailed analysis resulted in a decrease from last submission.							
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Strategic IT Service: Emergency Management Service								
Dept/Agency: Department of Corrections		Form: Schedule IV-C - Combined v.2011-12						
Prepared by: Doug Smith, CIO		# of Assets & Resources apportioned to this IT Service		Estimated IT Service Costs				
Phone: 410-4740		Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	A	B	C	D
Service Provisioning -- Assets & Resources (Cost Elements)					Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel			1.35		\$153,828	\$154,647	\$154,647	\$0
A-1.1	State FTE		0.70		\$56,068	\$56,887	\$56,887	\$0
A-2.1	OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3.1	Contractor Positions (Staff Augmentation)		0.65		\$97,760	\$97,760	\$97,760	\$0
B. Hardware			2	2	\$0	\$2,223	\$2,223	\$0
B-1	Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2	Servers - Non-Mainframe		2	2	\$0	\$0	\$0	\$0
B-3	Server Maintenance & Support	1			\$0	\$2,223	\$2,223	\$0
B-4	Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0
C. Software					\$0	\$0	\$0	\$0
D. External Service Provider(s)			0	0	\$0	\$0	\$0	\$0
E. Other (Please describe in Footnotes Section below)					\$0	\$0	\$0	\$0
F. Total for IT Service					\$153,828	\$156,870	\$156,870	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.								
1	Server maintenance was all reported under the REMI contract last submission, in an effort to improve accuracy maintenance was reported in each respective area this submission.							
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Strategic IT Service: DC Investigative Service								
Dept/Agency: Department of Corrections		Form: Schedule IV-C - Combined v.2011-12						
Prepared by: Doug Smith, CIO		# of Assets & Resources apportioned to this IT Service		Estimated IT Service Costs				
Phone: 410-4740		Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	A	B	C	D
Service Provisioning -- Assets & Resources (Cost Elements)					Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel			5.30		\$474,295	\$404,483	\$404,483	\$0
A-1.1	State FTE	1.2	4.60		\$367,591	\$297,779	\$297,779	\$0
A-2.1	OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3.1	Contractor Positions (Staff Augmentation)		0.70		\$106,704	\$106,704	\$106,704	\$0
B. Hardware			0	0	\$0	\$0	\$0	\$0
B-1	Servers - Mainframe		0	0		\$0	\$0	\$0
B-2	Servers - Non-Mainframe		0	0	\$0	\$0	\$0	\$0
B-3	Server Maintenance & Support				\$0	\$0	\$0	\$0
B-4	Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0
C. Software					\$0	\$0	\$0	\$0
D. External Service Provider(s)			0	0	\$0	\$0	\$0	\$0
E. Other (Please describe in Footnotes Section below)					\$0	\$0	\$0	\$0
F. Total for IT Service					\$474,295	\$404,483	\$404,483	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.								
1	** Note** Corrections IT field staff make up 56% of the total IT staff							
2	In an effort for improved accuracy a more detailed analysis resulted in a decrease from last submission.							
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Strategic IT Service: Facility Support							
Dept/Agency: Department of Corrections		Form: Schedule IV-C - Combined v.2011-12					
Prepared by: Doug Smith, CIO		# of Assets & Resources apportioned to this IT Service		Estimated IT Service Costs			
Phone: 410-4740				A	B	C	D
Service Provisioning -- Assets & Resources (Cost Elements)	Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	A	B	C	D
				Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel		0.05		\$4,909	\$4,960	\$4,960	\$0
A-1.1 State FTE		0.05		\$4,909	\$4,960	\$4,960	\$0
A-2.1 OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3.1 Contractor Positions (Staff Augmentation)		0.00		\$0	\$0	\$0	\$0
B. Hardware		2	2	\$0	\$1,960	\$1,960	\$0
B-1 Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2 Servers - Non-Mainframe		2	2	\$0	\$0	\$0	\$0
B-3 Server Maintenance & Support	1			\$0	\$1,960	\$1,960	\$0
B-4 Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0
C. Software				\$0	\$0	\$0	\$0
D. External Service Provider(s)		0	0	\$0	\$0	\$0	\$0
E. Other (Please describe in Footnotes Section below)				\$0	\$0	\$0	\$0
F. Total for IT Service				\$4,909	\$6,920	\$6,920	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.							
1	Server maintenance was all reported under the REMI contract last submission, in an effort to improve accuracy maintenance was reported in each respective area this submission.						
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Strategic IT Service: Facility Access Secure Tracking System (FAST)								
Dept/Agency: Department of Corrections		Form: Schedule IV-C - Combined v.2011-12						
Prepared by: Doug Smith, CIO		# of Assets & Resources apportioned to this IT Service		Estimated IT Service Costs				
Phone: 410-4740		Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	A	B	C	D
Service Provisioning -- Assets & Resources (Cost Elements)					Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel			7.90		\$829,124	\$535,389	\$535,389	\$0
A-1.1	State FTE	1,2	7.50		\$765,060	\$471,325	\$471,325	\$0
A-2.1	OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3.1	Contractor Positions (Staff Augmentation)		0.40		\$64,064	\$64,064	\$64,064	\$0
B. Hardware			13	13	\$0	\$0	\$0	\$0
B-1	Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2	Servers - Non-Mainframe	3	13	13	\$0	\$0	\$0	\$0
B-3	Server Maintenance & Support				\$0	\$0	\$0	\$0
B-4	Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0
C. Software					\$0	\$0	\$0	\$0
D. External Service Provider(s)			0	0	\$0	\$0	\$0	\$0
E. Other (Please describe in Footnotes Section below)					\$0	\$0	\$0	\$0
F. Total for IT Service					\$829,124	\$535,389	\$535,389	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.								
1	** Note** Corrections IT field staff make up 56% of the total IT staff							
2	In an effort for improved accuracy a more detailed analysis resulted in a decrease from last submission.							
3	These servers also house applications WRIMS and Roster Management Services							
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Strategic IT Service: FL. Parole Commission Services for Organizational Use								
Dept/Agency: Department of Corrections		Form: Schedule IV-C -Combined v.2011-12						
Prepared by: Doug Smith, CIO		# of Assets & Resources apportioned to this IT Service		Estimated IT Service Costs				
Phone: 410-4740				A	B	C	D	
Service Provisioning -- Assets & Resources (Cost Elements)		Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel			0.90		\$71,171	\$72,011	\$72,011	\$0
A-1.1	State FTE		0.90		\$71,171	\$72,011	\$72,011	\$0
A-2.1	OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3.1	Contractor Positions (Staff Augmentation)		0.00		\$0	\$0	\$0	\$0
B. Hardware			0	0	\$0	\$0	\$0	\$0
B-1	Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2	Servers - Non-Mainframe		0	0	\$0	\$0	\$0	\$0
B-3	Server Maintenance & Support				\$0	\$0	\$0	\$0
B-4	Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0
C. Software					\$0	\$0	\$0	\$0
D. External Service Provider(s)			0	0	\$0	\$0	\$0	\$0
E. Other (Please describe in Footnotes Section below)					\$0	\$0	\$0	\$0
F. Total for IT Service					\$71,171	\$72,011	\$72,011	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.								
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Strategic IT Service: FL. Parole Commission for Public Use								
Dept/Agency: Department of Corrections		Form: Schedule IV-C - Combined v.2011-12						
Prepared by: Doug Smith, CIO		# of Assets & Resources apportioned to this IT Service		Estimated IT Service Costs				
Phone: 410-4740		Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	A	B	C	D
Service Provisioning -- Assets & Resources (Cost Elements)					Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel			0.35		\$23,861	\$27,485	\$27,485	\$0
A-1.1	State FTE	1	0.35		\$23,861	\$27,485	\$27,485	\$0
A-2.1	OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3.1	Contractor Positions (Staff Augmentation)		0.00		\$0	\$0	\$0	\$0
B. Hardware			0	0	\$0	\$0	\$0	\$0
B-1	Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2	Servers - Non-Mainframe		0	0	\$0	\$0	\$0	\$0
B-3	Server Maintenance & Support				\$0	\$0	\$0	\$0
B-4	Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0
C. Software					\$0	\$0	\$0	\$0
D. External Service Provider(s)			0	0	\$0	\$0	\$0	\$0
E. Other (Please describe in Footnotes Section below)					\$0	\$0	\$0	\$0
F. Total for IT Service					\$23,861	\$27,485	\$27,485	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.								
1	In an effort for improved accuracy a more detailed analysis has resulted in an increase from last submission.							
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Strategic IT Service: GIS								
Dept/Agency: Department of Corrections		Form: Schedule IV-C - Combined v.2011-12						
Prepared by: Doug Smith, CIO		# of Assets & Resources apportioned to this IT Service		Estimated IT Service Costs				
Phone: 410-4740		Footnote Number	Number used for this service	Number w/ costs in FY 2011-12	A	B	C	D
Service Provisioning -- Assets & Resources (Cost Elements)					Initial Estimate for Fiscal Year 2010-11	Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel			1.00		\$0	\$60,587	\$60,587	\$0
A-1.1	State FTE	1	1.00		\$0	\$60,587	\$60,587	\$0
A-2.1	OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3.1	Contractor Positions (Staff Augmentation)		0.00		\$0	\$0	\$0	\$0
B. Hardware			0	0	\$0	\$0	\$0	\$0
B-1	Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2	Servers - Non-Mainframe		0	0	\$0	\$0	\$0	\$0
B-3	Server Maintenance & Support				\$0	\$0	\$0	\$0
B-4	Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0
C. Software					\$0	\$0	\$0	\$0
D. External Service Provider(s)			0	0	\$0	\$0	\$0	\$0
E. Other (Please describe in Footnotes Section below)					\$0	\$0	\$0	\$0
F. Total for IT Service					\$0	\$60,587	\$60,587	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.								
1	New strategic item. This was handled by Program Area last submission.							
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Strategic IT Service: Closed Circuit Television							
Dept/Agency: Department of Corrections						Form: Schedule IV-C -Combined v.2011-12	
Prepared by: Doug Smith, CIO							
Phone: 410-4740							
Service Provisioning -- Assets & Resources (Cost Elements)	Footnote Number	# of Assets & Resources apportioned to this IT Service		Estimated IT Service Costs			
		Number used for this service	Number w/ costs in FY 2011-12	A Initial Estimate for Fiscal Year 2010-11	B Estimated FY 2010-11 Allocation of Recurring Base Budget (based on Column G64 minus G65)	C Estimated FY 2011-12 Allocation of Recurring Base Budget (based on Column G64 minus G65)	D Planned Increase/Decrease Use of Recurring Base Funding
A. Personnel		1.00		\$0	\$61,657	\$61,657	\$0
A-1.1 State FTE	1	1.00		\$0	\$61,657	\$61,657	\$0
A-2.1 OPS FTE		0.00		\$0	\$0	\$0	\$0
A-3.1 Contractor Positions (Staff Augmentation)		0.00		\$0	\$0	\$0	\$0
B. Hardware		0	0	\$0	\$0	\$0	\$0
B-1 Servers - Mainframe		0	0	\$0	\$0	\$0	\$0
B-2 Servers - Non-Mainframe		0	0	\$0	\$0	\$0	\$0
B-3 Server Maintenance & Support				\$0	\$0	\$0	\$0
B-4 Other Hardware Assets (e.g., system mgt workstation, printers, UPS)				\$0	\$0	\$0	\$0
C. Software				\$0	\$0	\$0	\$0
D. External Service Provider(s)		0	0	\$0	\$0	\$0	\$0
E. Other (Please describe in Footnotes Section below)				\$0	\$0	\$0	\$0
F. Total for IT Service				\$0	\$61,657	\$61,657	\$0
G. Footnotes - Please be sure to indicate there is a footnote for the corresponding row above. Maximum footnote length is 1024 characters.							
1	New function increased installation of digital closed television systems throughout the prison system.						
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IV-C Service	Currently Authorized Positions		OPS FTE	OPS FTE Cost	Contracted Services FTE	Contracted Services Cost	Total Personnel	Total Personnel Cost	Servers - Mainframe	Servers - Non-Mainframe	Hardware	Software	External Service Provider	Other	TOTAL
	State FTE	State FTE Cost													
Network	8.85	\$ 560,072	0.00	\$ -	0.00	\$ -	8.85	\$ 560,072		2	\$ 193,703	\$ -	\$ 2,148,600	\$ 110,100	\$ 3,012,475
Email, Messaging, @ Calendaring	4.17	\$ 269,670	0.00	\$ -	0.00	\$ -	4.17	\$ 269,670		13	\$ 52,046	\$ 27,683	\$ 30,000	\$ -	\$ 379,399
Desktop Computing	82.00	\$ 5,030,353	0.00	\$ -	0.00	\$ -	82.00	\$ 5,030,353		0	\$ -	\$ 666,289	\$ 319,000	\$ 20,000	\$ 6,035,642
Help Desk	6.36	\$ 346,676	0.00	\$ -	0.00	\$ -	6.36	\$ 346,676		3	\$ 1,597	\$ 39,000	\$ -	\$ -	\$ 387,273
IT Security/Risk Mitigation	18.51	\$ 1,256,851	0.00	\$ -	0.40	\$ 33,057	18.91	\$ 1,289,908		9	\$ 11,089	\$ 61,682	\$ 224,389	\$ 5,000	\$ 1,592,069
Financial and Administrative Systems Support	1.89	\$ 116,522	0.00	\$ -	0.65	\$ 96,720	2.54	\$ 213,242		3	\$ 2,536	\$ -	\$ -	\$ -	\$ 215,778
IT Administration & Management	16.30	\$ 1,298,401	0.00	\$ -	0.00	\$ -	16.30	\$ 1,298,401		0	\$ -	\$ 13,197	\$ 2,005	\$ 26,224	\$ 1,339,827
Portal/Web Management	3.80	\$ 232,639	0.00	\$ -	0.00	\$ -	3.80	\$ 232,639		3	\$ 4,548	\$ 5,392	\$ -	\$ 4,200	\$ 246,779
Data Center	8.92	\$ 645,490	0.00	\$ -	0.00	\$ -	8.92	\$ 645,490	1	27	\$ 665,540	\$ 3,737,737	\$ 361,133	\$ -	\$ 5,409,899
Total	150.80	\$ 9,756,675	0.00	\$ -	1.05	\$ 129,777	151.85	\$ 9,886,452	1.00	60.00	\$ 931,059	\$ 4,550,980	\$ 3,085,126	\$ 165,524	\$ 18,619,142

Data Center Plant & Facility: \$ - (included in Data Center total)

IV-C Service	Currently Authorized Positions		OPS FTE	OPS FTE Cost	Contracted Services FTE	Contracted Services Cost	Total Personnel	Total Personnel Cost	Servers - Mainframe	Servers - Non-Mainframe	Hardware	Software	External Service Provider	Other	TOTAL
	State FTE	State FTE Cost													
Offender Based Information System(OBIS)	12.73	\$ 958,559	0.00	\$ -	7.20	\$ 1,071,200	19.93	\$ 2,029,759	0	0	\$ -	\$ -	\$ -	\$ -	\$ 2,029,759
Training Delivery	0.25	\$ 19,598	0.00	\$ -	0.20	\$ 31,200	0.45	\$ 50,798	0	0	\$ -	\$ -	\$ -	\$ -	\$ 50,798
Offender Financial Services	0.65	\$ 44,090	0.00	\$ -	0.95	\$ 160,784	1.60	\$ 204,874	0	0	\$ -	\$ -	\$ -	\$ -	\$ 204,874
Interstate Compact	0.45	\$ 34,744	0.00	\$ -	0.20	\$ 29,744	0.65	\$ 64,488	0	0	\$ -	\$ -	\$ -	\$ -	\$ 64,488
Work Release Inmate Management System (WRIMS)	0.60	\$ 47,040	0.00	\$ -	0.10	\$ 15,600	0.70	\$ 62,640	0	0	\$ -	\$ -	\$ -	\$ -	\$ 62,640
Analytics and Performance	0.30	\$ 24,701	0.00	\$ -	0.30	\$ 251,264	0.60	\$ 275,965	0	0	\$ -	\$ -	\$ -	\$ -	\$ 275,965
Pharmacy	3.80	\$ 172,431	0.00	\$ -	0.00	\$ -	3.80	\$ 172,431	0	0	\$ 1,960	\$ -	\$ -	\$ -	\$ 174,391
Computer Automated Reception Process (CARP)	2.76	\$ 189,446	0.00	\$ -	0.90	\$ 159,120	3.66	\$ 348,566	0	0	\$ 9,749	\$ -	\$ -	\$ -	\$ 358,315
Imaging	2.26	\$ 166,356	0.00	\$ -	1.00	\$ 144,560	3.26	\$ 310,916	0	11	\$ 34,183	\$ 181,039	\$ -	\$ -	\$ 526,138
Roster Management System (RMS)	#REF!	\$ 29,014	0.00	\$ -	#REF!	\$ 47,840	#REF!	\$ 76,854	0	0	\$ -	\$ -	\$ -	\$ -	\$ 76,854
Emergency Management Service	0.70	\$ 56,887	0.00	\$ -	0.65	\$ 97,760	1.35	\$ 154,647	0	2	\$ 2,223	\$ -	\$ -	\$ -	\$ 156,870
DC Investigative Service	4.60	\$ 297,779	0.00	\$ -	106704.00	\$ 106,704	106708.60	\$ 404,483	0	0	\$ -	\$ -	\$ -	\$ -	\$ 404,483
Facility Support	0.05	\$ 4,960	0.00	\$ -	0.00	\$ -	0.05	\$ 4,960	0	2	\$ 1,960	\$ -	\$ -	\$ -	\$ 6,920
Facility Access Secure Tracking System (FAST)	7.50	\$ 471,325	0.00	\$ -	64064.00	\$ 64,064	64071.50	\$ 535,389	0	13	\$ -	\$ -	\$ -	\$ -	\$ 535,389
FL. Parole Commission Services for Organizational Use	0.90	\$ 72,011	0.00	\$ -	0.00	\$ -	0.90	\$ 72,011	0	0	\$ -	\$ -	\$ -	\$ -	\$ 72,011
FL. Parole Commission for Public Use	0.35	\$ 27,485	0.00	\$ -	0.00	\$ -	0.35	\$ 27,485	0	0	\$ -	\$ -	\$ -	\$ -	\$ 27,485
GIS	0.35	\$ -	0.00	\$ -	0.00	\$ -	0.35	\$ -	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Closed Circuit Television	0.35	\$ -	0.00	\$ -	0.00	\$ -	0.35	\$ -	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Total	#REF!	\$ 2,616,428	0.00	\$ -	#REF!	\$ 2,179,840	#REF!	\$ 4,796,268	0.00	28.00	\$ 50,075	\$ 181,039	\$ -	\$ -	\$ 5,027,382

All Schedule IV-C Services	Currently Authorized Positions		OPS FTE	OPS FTE Cost	Contracted Services FTE	Contracted Services Cost	Total Personnel	Total Personnel Cost	Servers - Mainframe	Servers - Non-Mainframe	Hardware	Software	External Service Provider	Other	TOTAL
	State FTE	State FTE Cost													
Non-Strategic IT Services	150.80	\$ 9,756,675	0.00	\$ -	1.05	\$ 129,777	151.85	\$ 9,886,452	1	60	\$ 931,059	\$ 4,550,980	\$ 3,085,126	\$ 165,524	\$ 18,619,142
Strategic IT Services	#REF!	\$ 2,616,428	0.00	\$ -	#REF!	\$ 2,179,840	#REF!	\$ 4,796,268	0	28	\$ 50,075	\$ 181,039	\$ -	\$ -	\$ 5,027,382
Total	#REF!	\$ 12,373,103	0.00	\$ -	#REF!	\$ 2,309,617	#REF!	\$ 14,682,721	1.00	88.00	\$ 981,134	\$ 4,732,019	\$ 3,085,126	\$ 165,524	\$ 23,646,524

+ Data Center Plant & Facility: \$ 23,646,524

All Schedule IV-C Services	% IT Positions	% Hardware	% Software	% External Service Provider	% Other	% of Total Reported IT Cost
Non-Strategic IT Services	53.10%	5.00%	24.44%	16.57%	0.89%	78.74%
Strategic IT Services	95.40%	1.00%	3.60%	0.00%	0.00%	21.26%
% of Total Reported IT Cost	62.093%	4.149%	20.011%	13.047%	0.700%	

Data Center Summary	Total	Total Utilized
Total Data Center Personnel		8.92
Total Servers from All IT Services - Mainframe		1
Total Servers from All IT Services - Non-Mainframe		88
Agency Data Center (TOTAL SQUARE FEET)	0	0
Computing Facilities (TOTAL SQUARE FEET)	4500	2700
Office Space (TOTAL SQUARE FEET)	0	0
Backup Generator, Power Distribution Units, UPS, etc. (CAPACITY IN KW)	0	
Utilities-Electricity (ESTIMATED TOTAL ANNUAL KWH)	0	

Analytic and Performance Measures Services						
025395		Data Processing Manager	0.05	\$	99,204.47	\$ 4,960.22
010049		SENIOR DATA BASE ANALYST	0.25	\$	78,962.27	\$ 19,740.57
			0.3			\$ 24,700.79
CARP						
BTS		BTS	2.00	\$	61,656.58	\$ 123,313.16
025395		Data Processing Manager	0.05	\$	99,204.47	\$ 4,960.22
017641		Systems Programmer II	0.35	\$	74,548.72	\$ 26,092.05
017812		DATA PROCESSING MANAGER - SES	0.20	\$	97,341.26	\$ 19,468.25
010048		SYSTEMS PROGRAMMER III	0.16	\$	97,579.68	\$ 15,612.75
			2.76			\$ 189,446.43
CCTV						
BTS		BTS	1.00	\$	61,656.58	\$ 61,656.58
			1			\$ 61,656.58
Data Center						
34022		Systems Programmer III	0.41	\$	105,142.00	\$ 43,108.22
034009		Computer Operator III	0.51	\$	49,233.00	\$ 25,108.83
035335		Systems Programmer III	0.85	\$	79,294.00	\$ 67,399.90
23501		Administrative Assistant I	0.05	\$	51,915.91	\$ 2,595.80
35926		Deputy Assistant Secretary of Administration	0.05	\$	138,549.58	\$ 6,927.48
034016		Computer Operator III	0.32	\$	47,909.00	\$ 15,330.88
034013		Computer Operator III	0.32	\$	46,980.00	\$ 15,033.60
034010		Computer Operations Supervisor	0.42	\$	64,466.00	\$ 27,075.72
17641		Systems Programmer II	0.17	\$	74,548.72	\$ 12,673.28
042560		Systems Programmer III	0.42	\$	84,943.00	\$ 35,676.06
034017		Computer Operations Supervisor	0.36	\$	60,951.00	\$ 21,942.36
034018		Data Processing Manager	0.30	\$	76,281.00	\$ 22,884.30
017812		Data Processing Manager	0.43	\$	96,020.00	\$ 41,288.60
28095		Staff Assistant	0.05	\$	50,989.58	\$ 2,549.48
024198		Systems Programmer II	0.37	\$	64,744.00	\$ 23,955.28
17973		Government Analyst II	0.05	\$	78,550.30	\$ 3,927.52
17811		Systems Programmer III	0.91	\$	89,412.00	\$ 81,364.92
034014		Computer Operator III	0.32	\$	51,448.00	\$ 16,463.36
5980		Staff Assistant	0.20	\$	45,683.62	\$ 9,136.72
010048		Systems Programmer III	0.42	\$	96,240.00	\$ 40,420.80
14840		Deputy Chief Information Office	0.10	\$	116,188.97	\$ 11,618.90
24909		Systems Programmer II	0.34	\$	65,693.16	\$ 22,335.67
010035		Computer Operations Supervisor	0.32	\$	58,519.00	\$ 18,726.08
17635		Systems Programmer II	0.69	\$	70,953.00	\$ 48,957.57
5652		Service Delivery Bureau Chief	0.20	\$	110,521.98	\$ 22,104.40
034008		Computer Operator III	0.17	\$	19,842.00	\$ 3,373.14
041045		Computer Operation III	0.17	\$	20,656.00	\$ 3,511.52
			8.92			\$ 645,490.38
Desktop						
BTS		BTS	74.50	\$	61,656.58	\$ 4,593,415.03
033869		SYSTEMS PROJECT ANALYST	0.50	\$	63,255.05	\$ 31,627.53
020791		SYSTEMS PROJECT ADMINISTRATOR - SES	1.00	\$	60,384.45	\$ 60,384.45
042828		DISTRIBUTED COMPUTER SYSTEMS ANALYST	1.00	\$	51,285.25	\$ 51,285.25
042829		DISTRIBUTED COMPUTER SYSTEMS ANALYST	1.00	\$	57,652.25	\$ 57,652.25
042830		DISTRIBUTED COMPUTER SYSTEMS ANALYST	1.00	\$	51,285.25	\$ 51,285.25
042831		DISTRIBUTED COMPUTER SYSTEMS ANALYST	1.00	\$	51,285.25	\$ 51,285.25
020789		DATA PROCESSING MANAGER - SES	1.00	\$	80,711.23	\$ 80,711.23
034000		DISTRIBUTED COMPUTER SYSTEMS ANALYST	1.00	\$	52,707.25	\$ 52,707.25
			82			\$ 5,030,353.48
Email						
BTS		BTS	3.00	\$	61,656.58	\$ 184,969.73
017641		Systems Programmer II	0.40	\$	74,548.72	\$ 29,819.49
042560		Systems Programmer III	0.10	\$	86,195.49	\$ 8,619.55
017812		Data Processing Manager	0.06	\$	97,341.26	\$ 5,840.48
024198		Systems Programmer II	0.20	\$	65,837.53	\$ 13,167.51
010048		SYSTEMS PROGRAMMER III	0.01	\$	97,579.68	\$ 975.80
024909		Systems Programmer II	0.40	\$	65,693.16	\$ 26,277.26
			4.17			\$ 269,669.81
Emergency Management Service						
025395		Data Processing Manager	0.05	\$	99,204.47	\$ 4,960.22
025397		Systems Project Consultant	0.25	\$	76,360.61	\$ 19,090.15
027954		Systems Program Administrator	0.20	\$	89,132.67	\$ 17,826.53
017814		Systems Program Administrator	0.20	\$	75,049.19	\$ 15,009.84
			0.7			\$ 56,886.75
Facility Support Services						
025395		Data Processing Manager	0.05	\$	99,204.47	\$ 4,960.22
			0.05			\$ 4,960.22
FAST						
BTS		BTS	6.00	\$	61,656.58	\$ 369,939.47
010049		SENIOR DATA BASE ANALYST	0.25	\$	78,962.27	\$ 19,740.57
025397		Systems Project Consultant	0.10	\$	76,360.61	\$ 7,636.06
027954		Systems Program Administrator	0.05	\$	89,132.67	\$ 4,456.63
042889		Systems Project Analyst	1.00	\$	60,727.67	\$ 60,727.67
017814		Systems Project Administrator	0.05	\$	75,049.19	\$ 3,752.46
020942		SYSTEMS PROGRAMMING ADMINISTRATOR - SES	0.05	\$	101,450.88	\$ 5,072.54
			7.5			\$ 471,325.40
FPC for Org Use						
027954		Systems Program Administrator	0.05	\$	89,132.67	\$ 4,456.63
017814		Systems Project Administrator	0.05	\$	75,049.19	\$ 3,752.46
042561		Systems Project Consultant	0.80	\$	79,752.78	\$ 63,802.22
			0.9			\$ 72,011.32
FPC for Public Use						
035324		DATA PROCESSING MANAGER - SES	0.05	\$	66,505.42	\$ 3,325.27
027954		Systems Program Administrator	0.05	\$	89,132.67	\$ 4,456.63
017814		Systems Project Administrator	0.05	\$	75,049.19	\$ 3,752.46
042561		Systems Project Consultant	0.20	\$	79,752.78	\$ 15,950.56
			0.35			\$ 27,484.92
GIS						
5657		Senior Database Analyst	1.00	\$	60,586.70	\$ 60,586.70
			1			\$ 60,586.70
Helpdesk						
035324		DATA PROCESSING MANAGER - SES	0.10	\$	66,505.42	\$ 6,650.54
025395		Data Processing Manager	0.10	\$	99,204.47	\$ 9,920.45
042825		DISTRIBUTED COMPUTER SYSTEMS SPECIALIST	0.60	\$	60,715.33	\$ 36,429.20
034009		Computer Operator III	0.20	\$	50,205.99	\$ 10,041.20
034016		Computer Operator III	0.40	\$	42,190.02	\$ 16,876.01
034013		Computer Operator III	0.40	\$	47,604.10	\$ 19,041.64
034010		Computer Operations Supervisor	0.38	\$	65,540.20	\$ 24,905.28
034017		Computer Operations Supervisor	0.40	\$	61,997.79	\$ 24,799.12
034018		DATA PROCESSING MANAGER - SES	0.45	\$	77,128.79	\$ 34,707.96
034014		Computer Operator III	0.40	\$	46,592.33	\$ 18,636.93
042827		DISTRIBUTED COMPUTER SYSTEMS SPECIALIST	0.60	\$	44,622.58	\$ 26,773.55
042826		DISTRIBUTED COMPUTER SYSTEMS SPECIALIST	0.60	\$	44,622.58	\$ 26,773.55
003576		Data Processing Manager	0.10	\$	100,541.52	\$ 10,054.15
025397		Systems Project Consultant	0.10	\$	76,360.61	\$ 7,636.06
034001		DISTRIBUTED COMPUTER SYSTEMS SPECIALIST	0.60	\$	50,989.58	\$ 30,593.75
027954		Systems Program Administrator	0.05	\$	89,132.67	\$ 4,456.63
010035		Computer Operations Supervisor	0.38	\$	59,547.15	\$ 22,627.92
034008		Computer Operator III	0.20	\$	20,209.44	\$ 4,041.89
041045		Computer Operation III	0.20	\$	21,027.51	\$ 4,205.50
017814		Systems Project Administrator	0.10	\$	75,049.19	\$ 7,504.92
			6.36			\$ 346,676.23
Imaging						
BTS		BTS	1.00	\$	61,656.58	\$ 61,656.58
021320		Data Processing Manager	1.00	\$	84,528.96	\$ 84,528.96
025397		Systems Project Consultant	0.10	\$	76,360.61	\$ 7,636.06
027954		Systems Program Administrator	0.05	\$	89,132.67	\$ 4,456.63

017635			0.06	\$	72,096.12	\$	4,325.77
017814		Systems Project Administrator	0.05	\$	75,049.19	\$	3,752.46
			2.26			\$	166,356.46
Interstate Compact							
010049		SENIOR DATA BASE ANALYST	0.25		78962.27	\$	19,740.57
035321		Systems Project Analyst	0.10		60316.46	\$	6,031.65
003576		Data Processing Manager	0.05		100541.52	\$	5,027.08
029084		Systems Project Analyst	0.05		78897.25	\$	3,944.86
			0.45			\$	34,744.15
Investigative Service							
BTS		BTS	4.00	\$	61,656.58	\$	246,626.31
035320		Systems Project Consultant	0.50	\$	85,887.58	\$	42,943.79
027954		Systems Program Administrator	0.05	\$	89,132.67	\$	4,456.63
017814		Systems Project Administrator	0.05	\$	75,049.19	\$	3,752.46
			4.6			\$	297,779.19
IT Admin							
035932		STAFF ASSISTANT	1.00	\$	35,048.94	\$	35,048.94
23501		Administrative Assistant I	0.95	\$	51,915.91	\$	49,320.11
35926		Deputy Assistant Secretary of Administration	0.95	\$	138,549.58	\$	131,622.10
28095		Staff Assistant	0.95	\$	50,989.58	\$	48,440.10
17973		Government Analyst II	0.95	\$	78,550.30	\$	74,622.79
026560		CHIEF OF SYSTEMS DEVELOPMENT-DC	1.00	\$	107,259.00	\$	107,259.00
5980		Staff Assistant	0.80	\$	45,683.62	\$	36,546.90
14840		Deputy Chief Information Office	0.90	\$	116,188.97	\$	104,570.07
036528		CHIEF INFORMATION OFFICER-DC	1.00	\$	110,521.98	\$	110,521.98
5652		Service Delivery Bureau Chief	0.80	\$	110,521.98	\$	88,417.58
023500		EXECUTIVE SECRETARY	1.00	\$	62,992.66	\$	62,992.66
017813		Systems Project Consultant	1.00	\$	77,232.93	\$	77,232.93
013629		Systems Project Consultant	1.00	\$	83,273.38	\$	83,273.38
014701		Systems Project Consultant	1.00	\$	75,732.68	\$	75,732.68
010034		Administrative Assistant I	1.00	\$	55,756.83	\$	55,756.83
034021		Systems Project Consultant	1.00	\$	96,456.29	\$	96,456.29
34011		Systems Project Consultant	1.00	\$	60,586.70	\$	60,586.70
41993		Vacant	0.00	\$	30,294.35	\$	-
			16.3			\$	1,298,401.04
IT Support for Agency Admin							
017641		Systems Programmer II	0.05	\$	74,548.72	\$	3,727.44
042560		Systems Programmer III	0.18	\$	86,195.49	\$	15,515.19
035324		DATA PROCESSING MANAGER - SES	0.10	\$	66,505.42	\$	6,650.54
			1.00	\$	55,000.00	\$	55,000.00
024198		SYSTEMS PROGRAMMER II	0.10	\$	65,837.53	\$	6,583.75
010048		SYSTEMS PROGRAMMER III	0.06	\$	97,579.68	\$	5,854.78
031020		Computer Programmer Analyst II	0.10	\$	55,123.36	\$	5,512.34
021945		Computer Programmer Analyst I	0.10	\$	53,170.80	\$	5,317.08
017635		SYSTEMS PROGRAMMER II	0.05	\$	72,096.12	\$	3,604.81
025396		Computer Programmer Analyst I	0.10	\$	50,040.48	\$	5,004.05
017814		Systems Project Administrator	0.05	\$	75,049.19	\$	3,752.46
			1.89			\$	116,522.43
Network							
BTS		BTS	3.00	\$	61,656.58	\$	184,969.73
024948		SYSTEMS PROGRAMMER III	1.00	\$	69,959.78	\$	69,959.78
042825		DISTRIBUTED COMPUTER SYSTEMS SPECIALIST	0.10	\$	50,989.58	\$	5,098.96
034009		Computer Operator III	0.20	\$	50,205.99	\$	10,041.20
034016		Computer Operator III	0.20	\$	42,190.02	\$	8,438.00
034013		Computer Operator III	0.20	\$	47,604.10	\$	9,520.82
034010		Computer Operations Supervisor	0.15	\$	65,540.20	\$	9,831.03
034017		Computer Operations Supervisor	0.20	\$	61,997.79	\$	12,399.56
034014		Computer Operator III	0.20	\$	46,592.33	\$	9,318.47
042827		DISTRIBUTED COMPUTER SYSTEMS SPECIALIST	0.10	\$	44,622.58	\$	4,462.26
042826		DISTRIBUTED COMPUTER SYSTEMS SPECIALIST	0.10	\$	44,622.58	\$	4,462.26
034001		DISTRIBUTED COMPUTER SYSTEMS SPECIALIST	0.10	\$	60,715.33	\$	6,071.53
010035		Computer Operations Supervisor	0.20	\$	59,547.15	\$	11,909.43
034005		NETWORK SYSTEMS ADMINISTRATOR - SES	1.00	\$	89,540.20	\$	89,540.20
034020		SYSTEMS PROGRAMMER III	1.00	\$	65,568.40	\$	65,568.40
034025		NETWORK SYSTEMS ANALYST	1.00	\$	56,418.07	\$	56,418.07
034008		Computer Operator III	0.05	\$	20,209.44	\$	1,010.47
041045		Computer Operator III	0.05	\$	21,027.51	\$	1,051.38
			8.85			\$	560,071.54
OBIS							
025395		Data Processing Manager	0.60	\$	99,204.47	\$	59,522.68
034022		Systems Programmer III	0.34	\$	104,785.29	\$	35,627.00
020790		SENIOR DATA BASE ANALYST	1.00	\$	89,965.43	\$	89,965.43
035326		Computer Program Analyst I	1.00	\$	51,285.25	\$	51,285.25
035335		Systems Programmer III	0.15	\$	80,200.18	\$	12,030.03
034006		SENIOR DATA BASE ANALYST	1.00	\$	76,426.63	\$	76,426.63
035320		Systems Project Consultant	0.50	\$	85,887.58	\$	42,943.79
035321		Systems Project Analyst	0.40	\$	60,316.46	\$	24,126.58
017811		Systems Programmer III	0.09	\$	76,360.87	\$	6,872.48
003576		Data Processing Manager	0.80	\$	100,541.52	\$	80,433.22
026561		DATA PROCESSING CONSULTANT	1.00	\$	66,890.62	\$	66,890.62
035322		SENIOR DATA BASE ANALYST	1.00	\$	77,217.26	\$	77,217.26
031020		Computer Programmer Analyst II	0.90	\$	55,123.36	\$	49,611.02
027954		Systems Program Administrator	0.20	\$	89,132.67	\$	17,826.53
021945		Computer Programmer Analyst I	0.90	\$	53,170.80	\$	47,853.72
025396		Computer Programmer Analyst I	0.90	\$	50,040.48	\$	45,036.43
029084		Systems Project Analyst	0.90	\$	78,897.25	\$	71,007.53
017814		Systems Project Administrator	0.10	\$	75,049.19	\$	7,504.92
020942		SYSTEMS PROGRAMMING ADMINISTRATOR - SES	0.95	\$	101,450.88	\$	96,378.34
			12.73			\$	958,559.46
Offender Financial Services							
025395		Data Processing Manager	0.05	\$	99,204.47	\$	4,960.22
035321		Systems Project Analyst	0.50	\$	60,316.46	\$	30,158.23
003576		Data Processing Manager	0.05	\$	100,541.52	\$	5,027.08
029084		Systems Project Analyst	0.05	\$	78,897.25	\$	3,944.86
			0.65			\$	44,090.39
Pharmacy							
BTS		BTS	2.50	\$	61,656.58	\$	154,141.44
017641		Systems Programmer II	0.03	\$	74,548.72	\$	2,236.46
017812		DATA PROCESSING MANAGER - SES	0.02	\$	97,341.26	\$	1,946.83
024198		SYSTEMS PROGRAMMER II	0.05	\$	65,837.53	\$	3,291.88
017635		SYSTEMS PROGRAMMER II	0.15	\$	72,096.12	\$	10,814.42
			2.75			\$	172,431.03
Portal/Web							
035324		DATA PROCESSING MANAGER - SES	0.75	\$	66,505.42	\$	49,879.07
042832		DCSA	1.00	\$	64,231.98	\$	64,231.98
027954		Systems Program Administrator	0.05	\$	89,132.67	\$	4,456.63
010033		SYSTEMS PROJECT ANALYST	1.00	\$	58,968.88	\$	58,968.88
042833		DCSA	1.00	\$	55,102.60	\$	55,102.60
			3.8			\$	232,639.16
Roster Management Services							
025395		Data Processing Manager	0.05	\$	99,204.47	\$	4,960.22
025397		Systems Project Consultant	0.10	\$	76,360.61	\$	7,636.06
027954		Systems Program Administrator	0.10	\$	89,132.67	\$	8,913.27
017814		Systems Project Administrator	0.10	\$	75,049.19	\$	7,504.92
			0.35			\$	29,014.47
Security							
BTS		BTS	8.00	\$	61,656.58	\$	493,252.62
034022		Systems Programmer III	0.25	\$	104,785.29	\$	26,196.32
034007		SYSTEMS PROGRAMMER I	1.00	\$	64,159.86	\$	64,159.86
033869		SYSTEMS PROJECT ANALYST	0.50	\$	63,255.05	\$	31,627.53
020792		SYSTEMS PROGRAMMER II	1.00	\$	68,119.36	\$	68,119.36
042825		DISTRIBUTED COMPUTER SYSTEMS SPECIALIST	0.30	\$	50,989.58	\$	15,296.87
034009		Computer Operator III	0.09	\$	50,205.99	\$	4,518.54
034016		Computer Operator III	0.08	\$	42,190.02	\$	3,375.20
034013		Computer Operator III	0.08	\$	47,604.10	\$	3,808.33
034010		Computer Operations Supervisor	0.05	\$	65,540.20	\$	3,277.01
042560		SYSTEMS PROGRAMMER III	0.30	\$	86,195.49	\$	25,858.65
034017		Computer Operations Supervisor	0.04	\$	61,997.79	\$	2,479.91

034018		DATA PROCESSING MANAGER - SES	0.25	\$	77,128.79	\$	19,282.20
017812		DATA PROCESSING MANAGER - SES	0.29	\$	97,341.26	\$	28,228.97
024198		SYSTEMS PROGRAMMER II	0.28	\$	65,837.53	\$	18,434.51
027955		INFO TECH BUSINESS CONSULTANT MGR -SES	1.00	\$	101,507.03	\$	101,507.03
034014		Computer Operator III	0.08	\$	46,592.33	\$	3,727.39
042827		DISTRIBUTED COMPUTER SYSTEMS SPECIALIST	0.30	\$	44,622.58	\$	13,386.77
010048		SYSTEMS PROGRAMMER III	0.35	\$	97,579.68	\$	34,152.89
042826		DISTRIBUTED COMPUTER SYSTEMS SPECIALIST	0.30	\$	44,622.58	\$	13,386.77
034001		DISTRIBUTED COMPUTER SYSTEMS SPECIALIST	0.30	\$	60,715.33	\$	18,214.60
035327		SYSTEMS PROGRAMMING ADMINISTRATOR - SES	1.00	\$	104,971.60	\$	104,971.60
024909		SYSTEMS PROGRAMMER II	0.26	\$	65,693.16	\$	17,080.22
027954		Systems Program Administrator	0.05	\$	89,132.67	\$	4,456.63
010035		Computer Operations Supervisor	0.10	\$	59,547.15	\$	5,954.72
017635		SYSTEMS PROGRAMMER II	0.05	\$	72,096.12	\$	3,604.81
034019		SYSTEMS PROGRAMMER I	1.00	\$	57,628.32	\$	57,628.32
017814		Systems Project Administrator	0.05	\$	75,049.19	\$	3,752.46
034008		Computer Operator III	0.08	\$	20,209.44	\$	1,616.76
041045		Computer Operator III	0.08	\$	21,027.51	\$	1,682.20
003554		SYSTEMS PROGRAMMER II	1.00	\$	63,811.75	\$	63,811.75
			18.51			\$	1,256,850.78
Training Delivery							
025397		Systems Project Consultant	0.10	\$	76,360.61	\$	7,636.06
027954		Systems Program Administrator	0.05	\$	89,132.67	\$	4,456.63
017814		Systems Project Administrator	0.10	\$	75,049.19	\$	7,504.92
			0.25			\$	19,597.61
WRIMS							
010049		SENIOR DATA BASE ANALYST	0.25	\$	78,962.27	\$	19,740.57
025397		Systems Project Consultant	0.25	\$	76,360.61	\$	19,090.15
027954		Systems Program Administrator	0.05	\$	89,132.67	\$	4,456.63
017814		Systems Project Administrator	0.05	\$	75,049.19	\$	3,752.46
			0.6			\$	47,039.81

Contractors

	Company	Amount	Annual Salary	Total
Analytic and Performance Measures				
Contractor 1	RLT	0.1	\$ 141,440.00	\$ 14,144.00
Contractor 2	MSD	0.25	\$ 166,400.00	\$ 41,600.00
Contractor 3	ASD	0.3	\$ 166,400.00	\$ 49,920.00
Contractor 4	ASD	1	\$ 145,600.00	\$ 145,600.00
		1.65	\$	251,264.00
CARP				
Contractor 5	MSD	0.9	\$ 176,800.00	\$ 159,120.00
		0.9	\$	159,120.00
EM				
Contractor 3	ASD	0.15	\$ 166,400.00	\$ 24,960.00
Contractor 6	ASD	0.5	\$ 145,600.00	\$ 72,800.00
		0.65	\$	97,760.00
FAST				
Contractor 3	ASD	0.3	\$ 166,400.00	\$ 49,920.00
Contractor 7	RLT	0.1	\$ 141,440.00	\$ 14,144.00
		0.4	\$	64,064.00
Imaging				
Contractor 8	ASD	1	\$ 144,560.00	\$ 144,560.00
		1	\$	144,560.00
Interstate Compact				
Contractor 9	MSD	0.1	\$ 156,000.00	\$ 15,600.00
Contractor 7	RLT	0.1	\$ 141,440.00	\$ 14,144.00
		0.2	\$	29,744.00
Investigative Services				
Contractor 10	ASD	0.35	\$ 145,600.00	\$ 50,960.00
Contractor 3	ASD	0.25	\$ 166,400.00	\$ 41,600.00
Contractor 7	RLT	0.1	\$ 141,440.00	\$ 14,144.00
		0.7	\$	106,704.00
IT Security/Risk Mitigation Service				
Contractor 2	MSD	0.1	\$ 166,400.00	\$ 16,640.00
Contractor 11	CAI	0.3	\$ 54,724.80	\$ 16,417.44
		0.4	\$	33,057.44
IT Support for Agency Financial and Administrative Systems				
Contractor 10	ASD	0.55	\$ 145,600.00	\$ 80,080.00
Contractor 2	MSD	0.1	\$ 166,400.00	\$ 16,640.00
		0.65	\$	96,720.00
OBIS				
Contractor 12	RLT	1	\$ 141,440.00	\$ 141,440.00
Contractor 1	RLT	0.8	\$ 141,440.00	\$ 113,152.00
Contractor 5	MSD	0.1	\$ 176,800.00	\$ 17,680.00
Contractor 9	MSD	0.6	\$ 156,000.00	\$ 93,600.00
Contractor 13	RLT	1	\$ 141,440.00	\$ 141,440.00
Contractor 14	MSD	0.5	\$ 176,800.00	\$ 88,400.00
Contractor 15	RLT	1	\$ 162,240.00	\$ 162,240.00
Contractor 6	ASD	0.5	\$ 145,600.00	\$ 72,800.00
Contractor 16	RLT	1	\$ 141,440.00	\$ 141,440.00
Contractor 7	RLT	0.7	\$ 141,440.00	\$ 99,008.00
		7.2	\$	1,071,200.00
Offender Financial Services				
Contractor 1	RLT	0.1	\$ 141,440.00	\$ 14,144.00
Contractor 2	MSD	0.35	\$ 166,400.00	\$ 58,240.00
Contractor 14	MSD	0.5	\$ 176,800.00	\$ 88,400.00
		0.95	\$	160,784.00
RMS				
Contractor 9	MSD	0.2	\$ 156,000.00	\$ 31,200.00
Contractor 2	MSD	0.1	\$ 166,400.00	\$ 16,640.00
		0.3	\$	47,840.00
Training Delivery				
Contractor 10	ASD	0.1	\$ 145,600.00	\$ 14,560.00
Contractor 2	MSD	0.1	\$ 166,400.00	\$ 16,640.00
		0.2	\$	31,200.00
WRIMS				
Contractor 9	MSD	0.1	\$ 156,000.00	\$ 15,600.00
		0.1	\$	15,600.00
Helpdesk				
Contractor 11	CAI	0.6	\$ 54,724.80	\$ 32,834.88
		0.6	\$	32,834.88
Network				
Contractor 11	CAI	0.1	\$ 54,724.80	\$ 5,472.48
		0.1	\$	5,472.48

Computer Name	Server make & Model	Annual Maintenance cost	IV-Cs 1=Net 2=Email 3= Dtop 4=Hdsk 5=Sec/DR 6=IT F&A 7=IT Mgt 8=Port 9 Da Ctr 10 Stratgc	Server Comment
Data Center				
COS03	Power Edge 2600	\$158.76	9 B2	Domain Controller
COS04	Power Edge 2600	\$158.76	9 B2	Backup Server
COS07	ProLiant ML370 G4	\$1,111.56	9 B2	Server Team Utility server backup server
COS09	Power Edge 2600	\$158.76	9 B2	Central Office Server 9 - DNS/WINS Server
COS22	ProLiant 6500	\$1,111.56	9 B2	Central Office Server - LAN Backup Server
COS25	ProLiant ML570	\$1,111.56	9 B2	Central Office Server 25 - MOM Server Database
COS26	Power Edge 2600	\$158.76	9 B2	Central Office Veritas 10 Backup server
COS35	Power Edge 2600	\$158.76	9 B2	Domain Controller
COS38	ProLiant DL760 G2	Warranty	9 B2	Central Office Server 38 - VMWare Host server
COS12	Power Edge 2850	\$848.24	9 B2	Central Office Server 12 - VMWARE Host
COS34	Power Edge 2800	\$848.24	9 B2	Central Office Server 34 - VMWARE Host
COS41	Power Edge 2800	\$848.24	9 B2	Central Office Server 41 - Quickbooks
COS10	ProLiant 8000	\$1,344.31	9 B2	Central Office Server 10 - VMWare Host Server
COS51	PowerEdge 2950	Warranty	9 B2	Central Office Server 51
COS61	PowerEdge 2950	Warranty	9 B2	Central Office Server 61 - virtual host
COS70	PowerEdge 2950	Warranty	9 B2	Central Office Server 70 - Omnixx
COS84	PowerEdge 2950	Warranty	9 B2	Central Office Server 84 - Virtual host
COS122	PowerEdge 2850	848.24	9B2	Backup Server
COS150	PowerEdge 2950	Warranty	9 B2	Virtual Host Server
COS151	PowerEdge 2950	Warranty	9 B2	Virtual Host Server
COS152	PowerEdge 2950	Warranty	9 B2	Virtual Host Server
COS153	PowerEdge 2950	Warranty	9 B2	Virtual Host Server
COS154	PowerEdge 2950	Warranty	9 B2	Virtual Host Server
COS51	PowerEdge 2950	Warranty	9 B2	DFS Hub Server
COS60	PowerEdge R710	Warranty	9 B2	Windows Virtual host test
COS67	PowerEdge 2950	Warranty	9 B2	Virtual Host Server
COS84	PowerEdge 2950	Warranty	9 B2	Virtual Host Server
27	Totals	\$8,865.75	9 B2	
Web Portal				
COS20	Power Edge 6600	\$192.31	8 B2	Web Appl testing
DCWEB	ProLiant 8000	\$1,344.31	8 B2	Central Office Server DCWEB - Intranet
www2	ProLiant ML370 G4	\$1,111.56	8 B2	DC Public web server
3	Totals	\$2,648.18	8 B2	
Email				
COS05	ProLiant 3000	\$741.72	2 B2	PST Server
COS97	Power Edge 2950		2 B2	Central Office Server 97 - Exchange Archive
COS98	ProLiant ML350 G5	Warranty	2 B2	Email archiving server
COS99	Power Edge 2850	\$848.24	2 B2	Central Office Server 99 - Spam Filter
COS130	ProLiant 8500	\$1,344.31	2 B2	Central Office Server 130 - Archive File Server
COS212	ProLiant ML350 G5	Warranty	2 B2	Central Office Exchange Server 2007
COS211	PowerEdge R610	Warranty	2 B2	Central Office Exchange Server 2007
COS210	PowerEdge R610	Warranty	2 B2	Central Office Exchange Server 2007
COS213	PowerEdge R900	Warranty	2 B2	Central Office Exchange Server 2007
COS228	PowerEdge 2950	Warranty	2 B2	Central Office Exchange Server 2007
COS229	PowerEdge 2950	Warranty	2 B2	Central Office Exchange Server 2007
COS102	ProLiant ML530	\$1,111.56	2 B2	Email archiving server
COS350	PowerEdge 2950	Warranty	2 B2	Blackberry Server
13	Totals	\$4,045.83	2 B1	
Network				
COS131	Power Edge 2600	\$158.76	1 B2	Terminal Server
COS44	ProLiant 3000	\$852.72	1 B2	Central Office Server 44 - RAS Server
2		\$1,011.48		
RMS/ WRIMS / FAST				
ACO15HA1	PowerEdge 2950	Warranty	13 B2	Central Office Server 15-SQL Server cluster
ACO15HA2	PowerEdge 2950	Warranty	13 B2	Central Office Server 15-SQL Server cluster
COS13	Power Edge 6600	\$192.31	13 B2	Development 2003 Server
COS27	Power Edge 6600	\$192.31	13 B2	Central Office Development Server
COS32	Power Edge 6800	\$443.82	13 B2	SQL 2000 database server
COS115	ProLiant 8000	\$1,344.31	13 B2	Central Office Server 115 - Development Server
ACO118	ProLiant ML570	\$1,111.56	13 B2	Central Office Server 18 - SQL Server Development
COS138	PowerEdge 1955	\$153.84	13 B2	Central Office Servers 138 - ArcGIS
COS141	PowerEdge 1955	\$153.84	13 B2	Central Office Server 141 - ArcGIS
COS142	PowerEdge 2950	Warranty	13 B2	Central Office Server 142 - ArcGIS
COS37	PowerEdge 2950	Warranty	13 B2	Central Office Server - 37 - COTOS
13		\$3,591.99	13 B2	
Emergency Management				
COS65	ProLiant DL380 G3	\$1,111.56	20 B2	Development 2003 Server
COS64	ProLiant DL380 G3	\$1,111.56	20 B2	Application Web Server
2		\$2,223.12	20 B2	
Pharmacy				
DC Facility Support Service				
COS46	ProLiant ML570	\$1,111.56	22 B2	Central Office Server 46 - Citrix Server
COS47	Power Edge 2800	\$848.24	22 B2	Central Office Server 47 - Maximus SQL
2		\$1,959.80	22 B2	
Help Desk				
COS43	ProLiant ML530	\$1,279.20	4 B2	Central Office Server 43 - Help Desk
COS90	Power Edge 2600	\$158.76	1 B2	Central Office Server 90 - Ghost Server
COS166	PowerEdge 2600	\$158.76	4 B2	Central Office Server 166 - Help Desk

3		\$1,596.72	4 B2	
Finance and Accounting and administrative systems				
ACO23	ProLiant 3000	\$741.72	6 B2	Central Office Server 23 - Mahan COPS
COS14	ProLiant ML380 G2	\$945.84	6 B2	Central Office Server 14 - PRS
COS11	PowerEdge 2850	\$848.24	6 B2	Central Office Server 11 - SAS Server
3		\$2,535.80	6 B2	
Imaging				
COS29	ProLiant ML580	\$1,344.30	18 B2	Central Office Server 29 - Imaging SQL 2000
COS53	Power Edge 2650	\$192.31	18 B2	Central Office Server 53 - IRIS Backup Server
COS54	Power Edge 2650	\$192.31	18 B2	Central Office Server 54 - IRIS Server
COS74	Power Edge 1650	\$115.38	18 B2	Imaging
COS75	Power Edge 1650	\$115.38	18 B2	Imaging
COS76	Power Edge 1650	\$115.38	18 B2	Imaging
COS77	Power Edge 1650	\$115.38	18 B2	Imaging Kofax
COS78	Power Edge 6650	\$1,344.30	18 B2	Imaging
COS81	Power Edge 6650	\$1,344.30	18 B2	Central Office Server 81 - Imaging
COS82	Power Edge 2550	\$368.90	18 B2	Central Office Server 82 - Imaging
COS83	Power Edge 2550	\$368.90	18 B2	Central Office Server 83 - Imaging IIS
11	Totals	\$5,616.84	18 B2	
Security				
COS133	ProLiant DL380	\$1,111.56	5 B2	Websense Reporter Server
COS134	ProLiant DL380	\$1,111.56	5 B2	Websense Production Server
COS55	Power Edge 2600	\$158.76	5 B2	Central Office Server 55 - WSUS (Region 1)
COS56	Power Edge 2600	\$158.76	5 B2	Central Office Server 56 - WSUS (Region 2)
COS57	Power Edge 2600	\$158.76	5 B2	Central Office Server 57 - WSUS (Region 3)
COS58	Power Edge 2600	\$158.76	5 B2	Central Office Server 58 - WSUS (Region 4)
COS59	Power Edge 2600	\$158.76	5 B2	Central Office Server 59 - WSUS (Region 5)
COS85	Power Edge 2600	\$158.76	5 B2	Central Office Server 85 - WSUS (Central Office)
COS119	Power Edge 2850	\$158.76	5 B2	Disaster Recovery Software server
9		\$3,334.44	5 B2	
88		\$62,930.76		

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Computer Assisted Reception Process (CARP)

Dept/Agency: **Dept. of Corrections**
 Submitted by: **Doug Smith, CIO**
 Phone: **850-410-4740**
 Date submitted:

DC Computer Assisted Reception Process - (CARP) Service

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	Progress programming language	5	
2	DEC mini-computers	6	
3		7	
4		8	

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

The Computer Assisted Reception Process (CARP) provides a process to receive new inmates into the Department's six Reception Centers using the existing application. Data is gathered from inmate self-report, paper records from the Court, and past offender data contained in OBIS. The process also involves processing of identification credentials (i.e. driver license, Social Security Cards, etc), positive identification using AFIS fingerprinting linked to FDLE and FBI identification and record systems, creating a photo identification and beginning planning for the inmate's future in the Department's custody.

The following IT Systems are constituent elements of this Strategic IT Service.

Computer Assisted Reception Process (CARP) – CARP supports Offender Reception Processing by collecting information and updating the Department's official data repository, OBIS,

Automated Fingerprint Identification System (AFIS) – An electronic fingerprint device located in each of the Department's Reception Centers is connected directly to FDLE to establish positive identification of all offenders being received by the Department.

1.2. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service. 300

1.5. How many locations currently host this service? 1

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Computer Assisted Reception Process (CARP)

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(*Identical, Very Similar, No*) No

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

This system is specific to the needs of the department's reception process and is highly integrated with the OBIS system receiving downloads and providing information to be uploaded to OBIS in a real-time and batch environment.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
 Yes; informal agreement(s)
 No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

High priority developments, enhancements or maintenance are expected to be completed immediately or as quickly as possible. System owners request, prioritize, track and approve applications work directly in a custom-developed work request/tracking system. Estimates are provided in the application. Applications and database technical staff respond directly to system owners via IT management on high-priority issues. Applications and database respond to help, technical problem resolution and management issue calls. Immediate response is expected on applications work, user help desk and technical level support. Applications and database is on-call 24/7 for troubleshooting and problem resolution, as well as, daily operational support.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (*e.g., 0700-1800 M-F, 24/7*) for:

3.2.1.1. User-facing components of this IT service (online) 24-7

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24-7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (*e.g., 15 min, 30 min, 60 min*)? 0-5 min

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

Statewide reception operations are jeopardized; inmate monitoring is not properly managed

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (*include any applicable constitutional, statutory, or rule requirements*)

The level of integration across applications, databases and platforms creates a unique environment which requires diligence in the maintenance and enhancement of systems and databases and a unique technical skill set to ensure the continuity of operations that is vital to the public safety mission of the department. CARP is particularly tightly integrated with OBIS which it updates continually as inmates are processed through Reception Centers. Failure of this integration would result in increasing delays in processing reception and retention of offenders awaiting incarceration in local jails.

3.2.4. What are security requirements for this IT service? *(Indicate all that apply)*

- User ID/Password
- Access through internal network only
- Other Access using profiles
- Access through Internet or external network
- Access through Internet with secure encryption

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

- Yes
- No

3.2.5.1. If yes, please specify and describe:

Confidential information, HIPAA, Security profiles, Florida Statutes exempt law enforcement and homeland security data from public access. The FBI and FDLE have significant requirements regarding data sharing supported by the department via NCIC and FCIC.

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management

- Yes
- No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

The Corrections Data Center generates monthly performance reports and Systems Development staff provide reports on request from the department's work request, assignment and tracking system. Requestors authorized in the department's work request, assignment and tracking system have access to developer notes and time tacking to monitor the progress of their work.

4.2. Are currently defined IT service levels adequate to support the business needs?

- Yes
- No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

Funding is not available to support new agency systems development and minimal funding is available for maintenance. Many unfunded initiatives must be absorbed.

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Computer Assisted Reception Process (CARP)

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2011-12. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General revenue for maintenance of existing systems is not adequate to provide for legislatively mandated but unfunded initiatives and there is no cost recovery. Serious reductions in the work force due to continued cuts, the inability to pay competitively, and the loss of many of the best programmers to the private sector or retirement, and the shift of salary dollars to expense have caused the department to rely on outsourcing using the Department of Management Services State Term Contracts. It would be much less expensive if additional positions could be added.

However, with the conversion of contractors to FTEs, close attention must be paid to ensure continuity of operations as well as to ensure that the quality of staff can be retained. This requires that comparative positions be created with competitive salary ranges.

5.2. Other comments

Applications development on the mainframe, servers and web are fully integrated in the business process of the department. This enables immediate response, fully satisfying user expectations to high-priority work at the lowest possible cost.

The reliance on outsource contractors enables flexibility but at a high cost. This intensive use of outsourcing ensures that maintenance costs will continue to increase and new development will also be directed toward more expensive outsourcing

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Data Center Service

Dept/Agency: **(Department of Corrections)**
 Submitted by: **(Douglas B. Smith III, Chief Information Officer)**
 Phone: **(850-410-4740)**
 Date submitted: **(insert date submitted)**

Data Center Service

This service provides the centralized operation and management of data center services through (a) data centers and computing facilities as defined in s. 282.0041, F.S., and (b) single logical-server installations. It includes all resources required to perform data center functions identified in s. 282.201(2)(d)1.e., F.S. for agency strategic and non-strategic IT services.

Statutory definitions from s. 282.0041, F.S., are provided here for convenience:

- **"Primary data center"** means a state or non-state agency data center that is a recipient entity for consolidation of non-primary data centers and computing facilities. A primary data center may be authorized in law or designated by the Agency for Enterprise Information Technology pursuant to s. [282.201](#).
- **"Data center"** means agency space containing 10 or more physical or logical servers any of which supports a strategic or nonstrategic information technology service, as described in budget instructions developed pursuant to s. [216.023](#).
- **"Computing facility"** means agency space containing fewer than a total of 10 physical or logical servers, any of which supports a strategic or nonstrategic information technology service, as described in budget instructions developed pursuant to s. [216.023](#), but excluding single, logical-server installations that exclusively perform a utility function such as file and print servers.

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for the complete definition of this IT Service and specific direction on how to complete this document.

Identify the non-strategic and strategic IT services that are supported (in whole or part) by data center services offered at the following data centers and computing facilities.		
1	Northwood Shared Resource Center	
2	Southwood Shared Resource Center	Offender Based Information System (OBIS), Offender Financial Svc; Interstate Compact; WRIMS; Pharmacy; Computer Assisted Reception Process (CARP); Imaging; Roster Mgmt; Emergency Mgmt; Investigative Svc; Facility Support; FAST; Web; FPC – Org Use; FPC – Public Use; GIS
3	Northwest Regional Data Center	
4	Agency (non-primary) Data Center	OBIS, Offender Financial Svc; Interstate Compact; WRIMS; Pharmacy; CARP; Imaging; Roster Mgmt; Emergency Mgmt; Investigative Svc; Facility Support; FAST; Web; FPC – Org Use; FPC – Public Use; GIS
5	Agency Computing Facilities	Offender Financial Svc; WRIMS; Pharmacy; CARP; Roster Mgmt; FAST
6	Other External Data Center(s)	

1. IT Service Definition

1.1. Who is the service provider? *(Indicate all that apply)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Central IT staff | <input type="checkbox"/> Northwood Shared Resource Center |
| <input checked="" type="checkbox"/> Program staff | <input checked="" type="checkbox"/> Southwood Shared Resource Center |
| <input type="checkbox"/> Other state agency (<i>non-primary data center</i>) | <input type="checkbox"/> Northwest Regional Data Center |
| <input checked="" type="checkbox"/> Other External Service Provider (<i>specify</i>) <u> </u> Offender Financial Svc; Pharmacy | |

1.2. Who uses the service? *(Indicate all that apply)*

IT Service Requirements Worksheet: Data Center Service

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public (please explain in Question 5.3)

1.3. Provide the following information regarding agency data centers included in this service:

1.3.1. Number of agency data center(s) 1

1.3.2. List the major IT application systems¹ hosted at each of these facilities:

Name of Agency Data Center	Major IT Application Systems Supported	External Agency Supported (if applicable)
Corrections - Justice Data Center	OBIS, Imaging, CARP, FPC – Organizational and Public Use	Florida Parole Commission

1.4. Provide the following information regarding agency computing facilities included in this service:

1.4.1. Number of agency computing facilities

1.4.2. List the major IT application systems¹ hosted at each of these facilities:

Name of Computing Facility	Major IT Application Systems Supported	External Agency Supported (if applicable)
Regional and Medical Center, Central Florida Reception Center, South Florida Reception Center, Northwest Florida Reception Center,	Pharmacy, Computer Assisted Reception Process (CARP)	
Lowell and Broward Correctional Institutions (Women's reception)	Pharmacy, Computer Assisted Reception Process (CARP)	
Correctional Institutions	FAST, Roster Mgmt, Canteen Svcs	Private Institutions, KEEFE Commissary

1.5. Provide the following information regarding single logical-server installations included in this service:

1.5.1. Total number of logical servers not housed in an agency data center, agency computing facility, or primary data center 0

1.5.2. Total number of single logical-server installations

1.5.3. List all major IT application systems¹ supported by these servers in 1.5.1 and 1.5.2:

¹ Any custom developed system, commercially acquired, or open-source software product that is included in the definition of a non-strategic or strategic IT service. *Note: Strategic IT Services and their constituent systems are defined in Worksheets SC-1 & SC-2.*

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Data Center Service

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system, resource, or process associated with this IT service. *Please indicate the D3-A issue number in the Description for any projects that require funds in a legislative budget request for FY 2011-12.*

Project Name	Description	Start Date	End Date	Estimated Total Cost of Completion

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service, and describe any anticipated adjustments to the funding source(s) or funding level for FY 2011-12

General Revenue

5.2. Please indicate whether there is a cost recovery or cost allocation plan for this service, and describe any anticipated adjustments or needed changes in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.)

n/a

5.3. Other pertinent information related to this service

n/a

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Desktop Computing Service

Dept/Agency: **Dept. of Corrections**
 Submitted by: **Doug Smith, CIO**
 Phone: **850-410-4740**
 Date submitted: **October 16, 2010**

Desktop Computing Service

This service enables use of standard office automation functions, as well as access to other applications that require standard desktop functionality. Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for the complete definition of this IT Service and specific direction on how to complete this document.

Identify the major hardware and commercial software associated with the Desktop Computer Service:			
1	Desktop Computers	5	Office 2003 & 2007
2	Laptop Computers	6	Trend Micro OfficeScan Antivirus
3	Printers	7	Mocha Terminal Emulator
4	Windows XP	8	

1. IT Service Definition

1.1. Who is the service provider? (*Indicate all that apply*)

- | | |
|---|---|
| <input checked="" type="checkbox"/> Central IT staff | <input type="checkbox"/> Southwood Shared Resource Center |
| <input type="checkbox"/> Program staff | <input type="checkbox"/> Northwood Shared Resource Center |
| <input type="checkbox"/> Other state agency (<i>non-primary data center</i>) | <input type="checkbox"/> Northwest Regional Data Center |
| <input type="checkbox"/> Other External Service Provider (<i>specify</i>) _____ | |

1.2. Who uses the service? (*Indicate all that apply*)

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public (please explain in Question 5.3)

1.3. Please identify the number of users of this service. 18,000

1.4. How many locations currently use desktop computing services? 360

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
 (*Identical, Very Similar, No, Unknown*) Similar

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

- Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

Current staff are part of emergency operations and are considered essential staff and placed under the control of the local correctional institution.

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

[Redacted]

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

[Redacted]

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (*e.g., 0800-1600 M-F, 24/7*) 24/7

3.2.2. What are the impacts on the agency's business if the Desktop Service is not available?

Financial Systems, Biometrics, ID Badge, Mainframe access, Emergency Management Application, e-mail, Policies and Procedures.

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (*include any applicable constitutional, statutory, or rule requirements*)

Jessica Lunsford Act, Offender Tracking, Osterbach

3.2.4. What are security requirements for this IT service? (*Indicate all that apply*)

- User ID/Password
- Access through Internet or external network
- Access through internal network only
- Access through Internet with secure encryption
- Other _____

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

- Yes
- No

3.2.5.1. If yes, please specify and describe:

Inmate Medical, Criminal History

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management

- Yes
- No

If yes, briefly describe the frequency of reports and how they are provided:

[Redacted]

4.2. Are currently defined IT service levels adequate to support the business needs?

- Yes
- No

4.2.1. If no, what changes need to be made to the current IT service? (*Briefly explain*)

[Redacted]

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Desktop Computing Service

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system, resource, or process associated with this IT service. *Please indicate the D3-A issue number in the Description for any projects that require funds in a legislative budget request for FY 2011-12.*

Project Name	Description	Start Date	End Date	Estimated Total Cost of Completion

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service, and describe any anticipated adjustments to the funding source(s) or funding level for FY 2011-12

General Revenue

5.2. Please indicate whether there is a cost recovery or cost allocation plan for this service, and describe any anticipated adjustments or needed changes in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.)

No cost recovery

5.3. Other pertinent information related to this service

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: [Digital Closed Circuit Television]

Dept/Agency: **Department Of Corrections**
 Submitted by: **Doug Smith, Chief Information Officer**
 Phone: **850-41-4740**
 Date submitted: **October 13, 2010**

[Digital Closed Circuit Television]

This service is for support of Camera and recording systems used by security personnel in various capacities in Correctional Institutions as pursuant to DC Procedure 602.033.

Identify all major IT application systems (custom developed or commercial software) that are included (in whole or part) in this IT Service:			
1	Desktop PC's	5	Switches, cabling infrastructure
2	Windows XP	6	Battery Backup Systems
3	Monitoring Software	7	Data Storage (DVR)
4	Video Camera	8	

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

1.2. Who is the service provider? *(Indicate all that apply)*

- | | |
|--|---|
| <input checked="" type="checkbox"/> Central IT staff | <input type="checkbox"/> Northwood Shared Resource Center |
| <input checked="" type="checkbox"/> Program staff | <input type="checkbox"/> Southwood Shared Resource Center |
| <input type="checkbox"/> Other state agency <i>(non-primary data center)</i> | <input type="checkbox"/> Northwest Regional Data Center |
| <input type="checkbox"/> Other External Service Provider <i>(specify)</i> | |

1.3. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public (please explain in Question 5.3)

1.4. Please identify the number of users of this service. 600

1.5. How many locations currently host this service? 60

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider? *(Identical, Very Similar, No)* no

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

- Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

This service is partially performed by various departments, Information Technology, Maintenance and certified Correctional Officers. All have a role to perform. Cameras are located in inmate settings.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

[Empty text box for service level requirements]

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (e.g., 0700-1800 M-F, 24/7) for:

- 3.2.1.1. User-facing components of this IT service (online) 24x7
- 3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) none

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (e.g., 15 min, 30 min, 60 min)?

unknown

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

Failure to record video or DVR failure can result in loss of evidence in case of a security event

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (include any applicable constitutional, statutory, or rule requirements)

[Empty text box for agency-unique service requirements]

3.2.4. What are security requirements for this IT service? (Indicate all that apply)

- User ID/Password
- Access through Internet or external network
- Access through internal network only
- Access through Internet with secure encryption
- Other Internal separate network from DC LAN/WAN

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

- Yes
- No

3.2.5.1. If yes, please specify and describe:

[Empty text box for privacy policies or restrictions]

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management

- Yes
- No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: [Digital Closed Circuit Television]

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system, resource, or process associated with this IT service. *Please indicate the D3-A issue number in the Description for any projects that require funds in a legislative budget request for FY 2011-12.*

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service, and describe any anticipated adjustments to the funding source(s) or funding level for FY 2011-12

General Revenue

5.2. Please indicate whether there is a cost recovery or cost allocation plan for this service, and describe any anticipated adjustments or needed changes in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.)

No cost recovery

5.3. Other pertinent information related to this service

This is a new service at the Correctional Institutions and is anticipated to require information technology assistance.

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: E-Mail, Messaging, and Calendaring Service

Dept/Agency: **(Insert Agency name)**
 Submitted by: **(Insert the name of Agency Budget Officer, Administrative Services Director, or Chief Information Officer)**
 Phone: **(insert phone number for person identified above)**
 Date submitted: **(insert date submitted)**

E-Mail, Messaging, and Calendaring Service

This service enables users to send and receive e-mail and attachments, perform departmental calendaring, manage address lists, create and maintain shared or private folders, and store message data provided through the e-mail service. Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for the complete definition of this IT Service and specific direction on how to complete this document.

Identify the major hardware and commercial software associated with the E-Mail Service:			
1	Dell	5	
2	Microsoft	6	
3		7	
4		8	

1. IT Service Definition

1.1. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Other state agency *(non-primary data center)*
- Other External Service Provider *(specify)*
- Southwood Shared Resource Center
- Northwood Shared Resource Center
- Northwest Regional Data Center

1.2. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public (please explain in Question 5.3)

1.3. Please identify the number of users (e-mail accounts/mailboxes) of this service. 19295

1.4. How many locations currently host IT assets and resources used to provide e-mail, messaging, and calendaring services? 1

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider? *(Identical, Very Similar, No)* Identical

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

- Yes
- No

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: E-Mail, Messaging, and Calendaring Service

2.2.1. If yes, what must happen for your agency to use another IT service provider?

The Department has unique requirements for recovery of email systems after a disaster. The email system will have to be online and operational within the first 48 hours after a catastrophic event. We also maintain a Blackberry server that is tightly integrated with our electronic mail system that requires recovery within the first 48 hours as well. These services would need to continue to be provided at cost or at a reduced cost. Additionally, mail archiving would need to be maintained indefinitely at current costs or a reduced cost.

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

The electronic mail system has the expectation of 99% uptime (including Blackberry service). All system outages are treated as critical and escalated to the highest levels of management. All maintenance is to be scheduled and requires notification to customer beforehand

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (e.g., 0600-2100 M-F, 24/7): 24/7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (e.g., 5 min, 15 min, 60 min)? 30 min

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

The agencies business functions will lose the ability to communicate. Automated application notifications, offender based and offender health alerts from contracted vendors, etc will cease to function. Electronic mail communication will be cut off from the general public which could affect statutory response times.

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (include any applicable constitutional, statutory, or rule requirements)

3.2.4. What are security requirements for this IT service? (Indicate all that apply)

- User ID/Password
- Access through Internet or external network
- Access through internal network only
- Access through Internet with secure encryption
- Other External mail that contains PHI must be encrypted

3.2.5. Are there any federal, state, or agency records retention or privacy policies, restrictions, or requirements applicable to this IT Service?

- Yes
- No

3.2.5.1. If yes, please specify and describe:

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: E-Mail, Messaging, and Calendaring Service

Electronic health information, electronic employee information, and any other personal or health information must be encrypted and accessible at all times. Due to the variety of regulations that govern mail records for the agency, mail retention is continuous with old records being maintained indefinitely.

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management?

Yes No

If yes, briefly describe the frequency of reports and how they are provided:

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system, resource, or process associated with this IT service. *Please indicate the D3-A issue number in the Description for any projects that require funds in a legislative budget request for FY 2011-12.*

Project Name	Description	Start Date	End Date	Estimated Total Cost of Completion

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service, and describe any anticipated adjustments to the funding source(s) or funding level for FY 2011-12

General Revenue

5.2. Please indicate whether there is a cost recovery or cost allocation plan for this service, and describe any anticipated adjustments or needed changes in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.)

5.3. Other pertinent information related to this service

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Emergency Management Service

Dept/Agency: **Dept. of Corrections**
 Submitted by: **Doug Smith, CIO**
 Phone: **850-410-4740**
 Date submitted:

DC Emergency Management Service

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	Dell & HP servers (part)	5	Microsoft Internet Information Server 6.0
2	Switches (part)	6	Microsoft SQL Server 2000/2005
3	Routers (part)	7	
4	Storage Arrays (part)	8	

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

The Emergency Management Service supports departmental management of operations during emergencies including natural disasters and other significant events.

The following IT Systems are constituent elements of this Strategic IT Service.

Emergency Management System (EMS) – The application which harnesses all of the relevant information at the disposal of department managers is used to manage the workflow and communications of the department during an emergency. The web application is used primarily from the Department’s Emergency Command Center but is accessible statewide via the Department’s intranet. It accesses data from many sources including NOAA, DMS vehicle inventories, OBIS, RMS, departmental CAD drawings, and many others and organizes it in a process flow designed to facilitate communication, research, and management decision-making. The Office of Institutions and the Office of Community Corrections use the application to direct inmates and offenders to facilities that are out of harm’s way. The log of input and responses results in a record of the process of managing the specific emergency for use in after-action reports, as well as reports to authorities such as FEMA.

1.2. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service.

7,000+

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Emergency Management Service

1.5. How many locations currently host this service?

1

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(Identical, Very Similar, No)

No

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

An increasing number of server-based systems are now mission-critical. The EMS Service supports departmental management of operations during emergencies including natural disasters, disturbances in institutions and other significant events. EMS uses data from a multitude of systems rather than re-collecting storing data redundantly. Databases and systems are integrated to minimize data errors and work load. The mainframe Offender Based Information System (OBIS), the department's primary mission-critical official data repository, is the hub of the integration. OBIS manages all aspects of offender life and supports the management of daily departmental operations. Essential maintenance, enhancement and development mandated by litigation or legislation must be made by strict deadlines. The level of integration, the criticality of deadlines, and the complexity of these systems require that application and database staff be most knowledgeable of the department's systems and its business and that they have immediate on-site access to subject matter experts. Failure of these systems would jeopardize the safety of corrections officers, law enforcement and justice officers, the public, and offenders. Restitution would not be paid properly and potentially dangerous insurrections could occur on prison compounds. These conditions could expose the department to potential violations of law and new litigation.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
 Yes; informal agreement(s)
 No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

EMS was completed as a high priority development in response to a serious need identified in an upcoming storm season. EMS is now an integral part of the Department's operations. As a result of its importance, enhancement and maintenance application programming work is expected to be completed immediately, on deadline established by law or litigation, or as quickly as possible. System owners request, prioritize, track and approve applications work directly in a work request/tracking system custom-developed by departmental staff. Estimates of the time to complete are provided in the application to enable system owners to plan and prioritize their work. Applications and database technical staff respond directly to system owners via departmental or IT management on the highest-priority issues. Applications and database respond to help calls, technical problem resolution calls and management issue calls. Immediate response is expected on

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Emergency Management Service

applications work, user help desk and technical level support. Applications and database state staff are on-call 24/7 for troubleshooting and problem resolution, as well as, daily operational support.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (e.g., 0700-1800 M-F, 24/7) for:

3.2.1.1. User-facing components of this IT service (online) 24-7

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24-7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (e.g., 15 min, 30 min, 60 min)? 15 min

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

If emergencies are not properly managed, statewide security in institutions, offender management and daily operations will be jeopardized; inmate and offender monitoring will not be properly conducted; inmates and offender management may not be completed properly; and staff, offender and public safety will be jeopardized. Offenders not properly monitored may cause significant harm to the public. All of these negative impacts will expose the department to potential violations of law and litigation.

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (include any applicable constitutional, statutory, or rule requirements)

The level of integration across applications, databases and platforms creates a unique environment which requires diligence in the maintenance and enhancement of systems and databases and a unique technical skill set to ensure the continuity of operations that is vital to the public safety mission of the department.

3.2.4. What are security requirements for this IT service? (Indicate all that apply)

- User ID/Password Access through Internet or external network
 Access through internal network only Access through Internet with secure encryption
 Other Integrated application security profiles based on Logon ID and Security Access Request centralized management system

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes No

3.2.5.1. If yes, please specify and describe:

The Department of Corrections is a law enforcement entity and Florida Statutes exempt law enforcement and homeland security data from public access. Confidential information including investigatory, drug treatment, HIPAA-compliant health data, facility data, and security profiles must be tightly controlled. The FBI and FDLE have significant security requirements regarding data sharing.

4. User/customer satisfaction

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Emergency Management Service

4.1. Are service level metrics reported to business stakeholders or agency management

Yes No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

The Corrections Data Center generates monthly performance reports and Systems Development staff provide reports on request from the department's work request, assignment and tracking system. Requestors authorized in the department's work request, assignment and tracking system have access to developer notes and time tacking to monitor the progress of their work.

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

Funding is not available to support new agency systems development. Minimal funding is available for maintenance of existing systems. Any legislatively mandated unfunded initiatives must be absorbed within the maintenance budget jeopardizing maintenance and routine operations.

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2011-12. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General revenue for maintenance of existing systems is not adequate to provide for legislatively mandated but unfunded initiatives and there is no cost recovery. Serious reductions in the work force due to continued cuts, the inability to pay competitively, and the loss of many of the best programmers to the private sector or retirement, and the shift of salary dollars to expense have caused the department to rely on outsourcing using the Department of Management Services State Term Contracts. It would be much less expensive if additional positions could be added.

However, with the conversion of contractors to FTEs, close attention must be paid to ensure continuity of operations as well as to ensure that the quality of staff can be retained. This requires that comparative positions be created with competitive salary ranges.

5.2. Other comments

Applications development on the mainframe, servers and web are fully integrated in the business process of the department. This enables immediate response, fully satisfying user expectations to high-priority work at the lowest possible cost.

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Emergency Management Service

The reliance on outsource contractors enables flexibility but at a high cost. This intensive use of outsourcing ensures that maintenance costs will continue to increase and new development will also be directed toward more expensive outsourcing.

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Facility Access Secure Tracking System

Dept/Agency: **Dept. of Corrections**

Submitted by: **Doug Smith, CIO**

Phone: **850-410-4740**

Date submitted:

DC Facility Access Secure Tracking System – (FAST) Service

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	Dell & HP servers (part)	5	Microsoft Internet Information Server 6.0
2	Switches (part)	6	Microsoft SQL Server 7.0 / 2000
3	Routers (part)	7	
4	Storage Arrays (part)	8	

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

The FAST service allows visitors and volunteers to gain entry into institutions by using a hand reader biometric identification device. The long term goal is to have all persons entering and leaving an institution processed through an identification system. These individuals include visitors, volunteers, staff, contractors, and any other person requesting access.

The following IT Systems are constituent elements of this Strategic IT Service.

Facility Access Secure Tracking System (FAST) – This system supports access to institutions by visitors and volunteers using a hand geometry biometric device as an adjunct to FAST. It also uses photos, data from OBIS, local processing connected to a central database and it prints photo sheets for use in visitor parks. The next step is to implement modules for staff.

1.2. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service. 26000

1.5. How many locations currently host this service? 73

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(Identical, Very Similar, No) No

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Facility Access Secure Tracking System

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

Databases and systems are integrated to minimize data errors and workload. The mainframe Offender Based Information System (OBIS), the department's primary mission-critical official data repository, is the hub of the integration. OBIS manages all aspects of offender life and supports the management of daily departmental operations. An increasing number of server-based systems are now mission-critical. FAST is a system which integrates data from multiple sources, including OBIS and human resources systems, that allows visitors and volunteers to gain entry into institutions by using a hand reader biometric identification device. Essential maintenance, enhancement and development mandated by litigation or legislation must be made by strict deadlines. The level of integration, the criticality of deadlines, and the complexity of these systems require that application and database staff be most knowledgeable of the department's systems and its business and that they have immediate on-site access to subject matter experts. Failure of these systems would jeopardize the safety of corrections officers, law enforcement and justice officers, the public, and offenders. Restitution would not be paid properly and potentially dangerous insurrections could occur on prison compounds. These conditions could expose the department to potential violations of law and new litigation.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

FAST was a high priority development implemented to address a security requirement in the institutions. As a result of the importance of institutional security, enhancement and maintenance application programming work is expected to be completed immediately, on deadline established by law or litigation, or as quickly as possible. System owners request, prioritize, track and approve applications work directly in a work request/tracking system custom-developed by departmental staff. Estimates of the time to complete are provided in the application to enable system owners to plan and prioritize their work. Applications and database technical staff respond directly to system owners via departmental or IT management on the highest-priority issues. Applications and database respond to help calls, technical problem resolution calls and management issue calls. Immediate response is expected on applications work, user help desk and technical level support. Applications and database state staff are on-call 24/7 for troubleshooting and problem resolution, as well as, daily operational support.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (*e.g., 0700-1800 M-F, 24/7*) for:

- 3.2.1.1. User-facing components of this IT service (online) 24/7
- 3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24/7

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Facility Access Secure Tracking System

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (e.g., 15 min, 30 min, 60 min)? 72 hours

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

Statewide security in institutions, offender management and daily operations will be jeopardized; inmate and offender monitoring will not be properly conducted; inmates and offender management may not be completed properly; staff, offender and public safety will be jeopardized. Specifically, visitors to institutions had been discovered conveying contraband or illegal enterprise which screening and strict control of access using FAST helps to eliminate. Offenders not properly monitored may cause significant harm to the public. All of these negative impacts will expose the department to potential violations of law and litigation.

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (include any applicable constitutional, statutory, or rule requirements)

The level of integration across applications, databases and platforms creates a unique environment which requires diligence in the maintenance and enhancement of systems and databases and a unique technical skill set to ensure the continuity of operations that is vital to the public safety mission of the department.

3.2.4. What are security requirements for this IT service? (Indicate all that apply)

- User ID/Password Access through Internet or external network
 Access through internal network only Access through Internet with secure encryption
 Other Integrated application security profiles based on Logon ID

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes No

3.2.5.1. If yes, please specify and describe:

The Department of Corrections is a law enforcement entity and Florida Statutes exempt law enforcement and homeland security data from public access. Confidential information including investigatory, drug treatment, HIPAA-compliant health data, facility data, and security profiles must be tightly controlled. The FBI and FDLE have significant security requirements regarding data sharing.

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management

Yes No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

The Corrections Data Center generates monthly performance reports and Systems Development staff provide reports on request from the department's work request, assignment and tracking system. Requestors authorized in the department's work request, assignment and tracking system have access to developer notes and time tacking to monitor the progress of their work.

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Facility Access Secure Tracking System

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

Funding is not available to support new agency systems development. Minimal funding is available for maintenance of existing systems. Any legislatively mandated unfunded initiatives must be absorbed within the maintenance budget jeopardizing maintenance and routine operations.

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2011-12. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General revenue for maintenance of existing systems is not adequate to provide for legislatively mandated but unfunded initiatives and there is no cost recovery. Serious reductions in the work force due to continued cuts, the inability to pay competitively, and the loss of many of the best programmers to the private sector or retirement, and the shift of salary dollars to expense have caused the department to rely on outsourcing using the Department of Management Services State Term Contracts. It would be much less expensive if additional positions could be added.

However, with the conversion of contractors to FTEs, close attention must be paid to ensure continuity of operations as well as to ensure that the quality of staff can be retained. This requires that comparative positions be created with competitive salary ranges.

5.2. Other comments

Applications development on the mainframe, servers and web are fully integrated in the business process of the department. This enables immediate response, fully satisfying user expectations to high-priority work at the lowest possible cost.

The reliance on outsource contractors enables flexibility but at a high cost. This intensive use of outsourcing ensures that maintenance costs will continue to increase and new development will also be directed toward more expensive outsourcing.

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Facility Support Service

Dept/Agency: **Dept. of Corrections**

Submitted by: **Doug Smith, CIO**

Phone: **850-410-4740**

Date submitted:

DC Facility Support Service

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	HP	5	Router
2	Microsoft	6	Switches
3	Citrix	7	
4	Maximus	8	

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

The Maximus system tracks and manages the work flow for the department's maintenance and facility service unit.

1.2. Who is the service provider? (*Indicate all that apply*)

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? (*Indicate all that apply*)

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service. 500

1.5. How many locations currently host this service? 1

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
 (*Identical, Very Similar, No*) No

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?
 Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

Routing for this system must be directed to the location of the server system. All of the components of this system require 90% uptime and data integrity must be assured. This resource is critical to the

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Facility Support Service

mission of the department therefore the data must be archived consistently. Because the system houses confidential and sensitive information, the routing must be encrypted from end to end.

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (e.g., 0700-1800 M-F, 24/7) for:

3.2.1.1. User-facing components of this IT service (online) 0700-1900
M-F

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24/7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (e.g., 15 min, 30 min, 60 min)? 2 hours

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

4. Management of work flow will be drastically affected and work assignments would not be issued in a timely manner.

4.1.1. Are there any agency-unique service requirements? Yes No

If yes, specify (include any applicable constitutional, statutory, or rule requirements)

4.1.2. What are security requirements for this IT service? (Indicate all that apply)

- User ID/Password
- Access through Internet or external network
- Access through internal network only
- Access through Internet with secure encryption
- Other _____

4.1.3. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

- Yes
- No

4.1.3.1. If yes, please specify and describe:

5. User/customer satisfaction

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Facility Support Service

5.1. Are service level metrics reported to business stakeholders or agency management

Yes No

5.1.1. If yes, briefly describe the frequency of reports and how they are provided:

5.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

5.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

5.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

6. Additional Information

6.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2011-12. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General Revenue

6.2. Other comments

Listing of Agency IT Systems

FY 2011-12 Schedule IV-C
Worksheet SC-1

Dept/Agency: **Florida Department of Corrections**
 Prepared by: **Doug Smith**
 Phone: **850-410-4740**
 Date Completed: **10/15/2010**

#	Name of IT System	Description of IT System	Agency Program or Function Supported	Notes
1	OBIS	Tracks every necessary aspect of an inmate while incarcerated and tracks information needed for supervising offenders.	Institutions & Re-Entry Health Services Community Corrections General Counsel Inspector General Chief of Staff's Office	
2	COTAS	Provides timely data to appropriate staff to assist in the operation of facilities (by minimizing disruption on the compound).	Institutions & Re-Entry	
3	CARP	Provides a process to receive new inmates into the Department's six Reception Centers using the existing application.	Institutions & Re-Entry	
4	AFIS	An electronic fingerprint device located in each of the Department's Reception Centers is connected directly to FDLE to establish positive identification of all offenders being received by the Department	Institutions & Re-Entry	
5	Emergency Management 6.0	The application which harnesses all of the relevant information at the disposal of department managers is used to manage the workflow and communications of the	Institutions & Re-Entry Health Services Community Corrections General Counsel	

Listing of Agency IT Systems

FY 2011-12 Schedule IV-C
Worksheet SC-1

#	Name of IT System	Description of IT System	Agency Program or Function Supported	Notes
		department during an emergency.	Inspector General Chief of Staff's Office	
6	FAST	This system supports access to institutions by visitors and volunteers using a hand geometry biometric device as an adjunct to FAST.	Institutions & Re-Entry	
7	Maximus	The Maximus system tracks and manages the work flow for the department's maintenance and facility service unit.	Institutions & Re-Entry	
8	Imaging System	The Imaging system facilitates the scanning, storage and retrieval of inmate records including legal and sentence structure documents, health information, parole hearings and historical photos.	Institutions & Re-Entry Community Corrections	
9	Interstate Compact System-	System to manage and track transfer of offenders in community supervision between the Florida Department of Corrections and other state and federal corrections agencies.	Community Corrections	
10	Management Information Notes System (MINS)	System collects the report of each incident according to a typing established by the IG's Office and routes them to manager who must take action.	Inspector General Institutions & Re-Entry	
11	IGLOGS	This secure and confidential system gathers investigatory information and makes it available to a highly select group for	Inspector General	

Listing of Agency IT Systems

FY 2011-12 Schedule IV-C
Worksheet SC-1

#	Name of IT System	Description of IT System	Agency Program or Function Supported	Notes
		resolution, recordation and reporting.		
12	Inmate Trust System (ITS)	Inmate Trust System supports required accounting functions include tracking deposits made by family members of inmates, expenditures by inmates for toiletries and other personal items not provided by the state, withdrawals for various departmental co-pay-related expenses, restitution payments and for keeping and providing account balances.	Chief of Staff's Office	
13	Canteen Support Service	Canteen Support Service supports daily institutional operations by providing for a means to purchase commodities through a cashless system that is coordinated with the inmate's bank account.	Institutions & Re-Entry	
14	Court Ordered Payment System	COPS is a subsystem of OBIS which was designed specifically to manage payments ordered by the Courts for restitution, court costs, and fines.	Community Corrections	
15	MACNet	Application manages the clemency process and seaport waiver process.	Florida Parole Commission	
16	MACUser	Manages account access for several applications utilized by FPC.	Florida Parole Commission	
17	Victim	Tracking system for court dockets	Florida Parole Commission	

Listing of Agency IT Systems

FY 2011-12 Schedule IV-C
Worksheet SC-1

#	Name of IT System	Description of IT System	Agency Program or Function Supported	Notes
	Notification	providing for printing form letters and notifications, matching with victims, tracking down/recording victim current contact information, and notifying victims.		
18	Warrant Tracking	Used to create forms and track receipt and processing of warrants.	Florida Parole Commission	
19	PB2 Time Motion Tracking	This web-based, project tracking application is accessed via a TAB within the MacNet application. Permits users to record time spent on tasks.	Florida Parole Commission	
20	RCR	A public facing application that allows users to monitor the status of their request for restoration of civil rights. This application also allows others to verify the restoration of civil rights.	Florida Parole Commission	
21	CIPS	The pharmacy systems houses Inmate health information, health history and facilitates the dispensation of prescription drugs. Due to the sensitivity of the data on this system and its role in dispensing prescription drugs only authorized department staff should administer this resource.	Health Services	
22	Roster Management System	Correctional officer roster management system. The system provides support for scheduling the work and post assignment of security correctional officers to	Institutions & Re-Entry	

Listing of Agency IT Systems

FY 2011-12 Schedule IV-C
Worksheet SC-1

#	Name of IT System	Description of IT System	Agency Program or Function Supported	Notes
		ensure that properly certified staff is assigned to specific posts and overtime is minimized.		
23	Sex Offender Residency Restriction (SORR)	System allows probation officers to conduct buffer analysis to identify the feasibility of sex offender residence and allow probation officers to search for areas not affected by statutory sex offender residential restrictions through the redaction of restricted areas, to essentially find areas that are more likely to yield a positive sex offender placement.	Community Corrections Institutions & Re-Entry	
24	eTrain	System supports registration, completion of on-line coursework and recordation of the completion of required coursework.	Institutions & Re-Entry Health Services Community Corrections General Counsel Inspector General Chief of Staff's Office	
25	WRIMS	The system manages and audits check-in and check-out of inmates to and from a Work Release Center facility.	Institutions & Re-Entry	
26				
27				
28				
29				
30				
31				

Listing of Agency IT Systems

FY 2011-12 Schedule IV-C
Worksheet SC-1

#	Name of IT System	Description of IT System	Agency Program or Function Supported	Notes
32				

(Insert as many rows into table as needed.)

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Helpdesk Service

Dept/Agency: **Dept. of Corrections**
 Submitted by: **(Insert the name of Agency Budget Officer, Administrative Services Director, or Chief Information Officer)**
 Phone: **(insert phone number for person identified above)**
 Date submitted: **(insert date submitted)**

Helpdesk Service

This service involves the centralized or consolidated intake and resolution of IT system problems for users and stakeholders throughout the department. Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for the complete definition of this IT Service and specific direction on how to complete this document.

Identify any major hardware and commercial software associated with the Helpdesk Service:			
1	HP Service Center 6.1.1	5	Windows 2003 Server
2	Compaq Server ML530	6	Dell PowerEdge Server 2600
3	Dell Desktops for Call Center	7	
4	Crystal Reports	8	

1. IT Service Definition

1.1. Who is the service provider? *(Indicate all that apply)*

- | | |
|--|---|
| <input checked="" type="checkbox"/> Central IT staff | <input type="checkbox"/> Southwood Shared Resource Center |
| <input type="checkbox"/> Program staff | <input type="checkbox"/> Northwood Shared Resource Center |
| <input type="checkbox"/> Other state agency <i>(non-primary data center)</i> | <input type="checkbox"/> Northwest Regional Data Center |
| <input type="checkbox"/> Other External Service Provider <i>(specify)</i> | |

1.2. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public (please explain in Question 5.3)

1.3. Please identify the number of users of this service: Open to include up to 26,000+ users.

1.4. How many locations currently host IT assets and resources used to provide helpdesk services? 1

1.5. What communication channels are used for the service? *(Indicate all that apply)*

- | | |
|---|--|
| <input type="checkbox"/> On-line self-serve | <input type="checkbox"/> On-line interactive |
| <input checked="" type="checkbox"/> Telephone/IVR | <input checked="" type="checkbox"/> Face-to-face |
| <input type="checkbox"/> Remote desktop (e.g., PC Anywhere) | |
| <input checked="" type="checkbox"/> Other E-mail | |

1.6. What is the scope of the service provided by the Help Desk: *(Check all boxes that apply)*

Help Desk Action	Simple problems	Moderately complex problems	Complex problems
Accepting and logging	X	X	X
Referring/escalating	X	X	X
Tracking and reporting	X	X	X

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Helpdesk Service

Resolving/closing	X	X	
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1.7. Please identify the major IT systems or services for which the Help Desk must provide assistance:

1	E-mail	5	Network
2	Security Password Reset LAN and OBIS	6	Server Hardware
3	OBIS	7	Desktop Hardware
4	Web Applications	8	Desktop Applications

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?

(Identical, Very Similar, No, Unknown)

Very

Similar in structure

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

Background checks on all providers: guaranteed response times better that meets or exceeds current times; familiarity with unique department systems and criticality levels such as OBIS, RMS, FAST, EM CARP, Cashless Canteen (Keeptrack) to support the institution environment

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

Cost per call must not exceed current rate; lack of subject matter expertise to meet the criticality levels of an institution delivered from a potential new vendor to handle the user support needs can be endanger or risk lives and security.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

Yes; formal Service Level Agreement(s)

Yes; informal agreement(s)

No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

Internal procedures for availability, call and incident routing and incident escalation.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days the Help Desk service is required (e.g., 0800-1600 M-F, 24/7) **24/7**

3.2.2. What are the impacts on the agency's business if the Help Desk service is not available?

Impacts the ability to obtain services for needed support areas regarding equipment and access to critical applications and track incidents for escalation decision points to ensure issues are resolved in a timely manner. Inattentive incident support can escalate to jeopardize security up to and including life of an officer.

3.2.3. What is the average monthly volume of calls/cases/tickets?

7380/11872/4491

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Helpdesk Service

3.2.4. Are there any agency-unique service requirements? Yes No

If yes, specify *(include any applicable constitutional, statutory, or rule requirements)*

Background checks, including fingerprinting, are required for personnel providing service

3.2.5. What are security requirements for this IT service? *(Indicate all that apply)*

- User ID/Password Access through Internet or external network
 Access through internal network only Access through Internet with secure encryption
 Other Background checks, including fingerprinting, are required for personnel providing service.

3.2.6. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes No

3.2.6.1. If yes, please specify and describe:

Various policy and procedure directives throughout the department – i.e. HIPPA, department policy regarding the release of and confidentiality of inmate data.

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management?

Yes No

If yes, briefly describe the frequency of reports and how they are provided:

Weekly and Monthly summary metrics are provided

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system, resource, or process associated with this IT service. *Please indicate the D3-A issue number in the Description for any projects that require funds in a legislative budget request for FY 2011-12.*

Project Name	Description	Start Date	End Date	Estimated Total Cost of Completion
HP Service Center – Upgrade	Upgrade to HP Service Center 7.2			No cost; included in the maintenance.

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service, and describe any anticipated adjustments to the funding source(s) or funding level for FY 2011-12

General Revenue – There will be adjustments to this funding source due to Data Center Consolidation.

5.2. Please indicate whether there is a cost recovery or cost allocation plan for this service, and describe any anticipated adjustments or needed changes in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.)

None at this time.

5.3. Other pertinent information related to this service

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Imaging Service

Dept/Agency: **Department of Corrections**
 Submitted by: **Doug Smith, CIO**
 Phone: **850-410-4740**
 Date submitted:

DC Imaging Service

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	Dell PowerEdge Servers	5	Microsoft Windows Server
2	Dell EMC Storage Area Network (SAN)	6	Microsoft SQL Server
3	Routers & Switches	7	Oracle Stellent IBPM Imaging Software
4	Bell & Howell High Speed Document Scanners	8	Kofax Ascent Capture Software

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

The Imaging system facilitates the scanning, storage and retrieval of inmate records including legal and sentence structure documents, health information, parole hearings and historical photos. The department has an entire section dedicated to the scanning of these documents and a wide range of department employees as well as the Florida Parole Commission, the Florida Department of Law Enforcement and Department of State utilizes this information.

1.2. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service. 2,500

1.5. How many locations currently host this service? 1

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(Identical, Very Similar, No) No

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

- Yes
- No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

Routing for this system must be directed to the location of these server systems. All of the components of this system require 99% uptime and data integrity must be assured. This resource is critical to the mission of the department therefore the data must be archived consistently. Because this system houses confidential and sensitive data, the routing must be encrypted from end to end. There would also be a high cost association to migrate 27,000,000+ documents with over 127,000,000+ pages to another vendor product.

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

This system is to remain up 99% of the time. Scheduled maintenance outages will require notification to the customer base 5 to 7 days in advance. Monday and Tuesday evenings are the pre-approved system maintenance downtime. The system must have a reliable archiving and retrieval systems as well.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (*e.g., 0700-1800 M-F, 24/7*) for:

- 3.2.1.1. User-facing components of this IT service (online) 24/7
- 3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24/7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (*e.g., 15 min, 30 min, 60 min*)? 15min

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

The Department of Corrections, the courts, the Parole Commission and FDLE will lose its ability to view current and historical inmate data and medical information which may affect decision making, the business functions of other agencies and public safety.

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (*include any applicable constitutional, statutory, or rule requirements*)

Court requirement mandates that the images are not to be modified and that auditing be maintained.

3.2.4. What are security requirements for this IT service? (*Indicate all that apply*)

- User ID/Password
- Access through internal network only
- Other Remote Dial-UP
- Access through Internet or external network
- Access through Internet with secure encryption

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Imaging Service

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes No

3.2.5.1. If yes, please specify and describe:

Inmate health information – HIPPA and Victims notification

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management

Yes No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2011-12. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General Revenue

5.2. Other comments

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Interstate Compact Service

Dept/Agency: **Dept. of Corrections**
 Submitted by: **Doug Smith, CIO**
 Phone: **850-410-4740**
 Date submitted:

Interstate Compact Service

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	IBM mainframe (part)	13	Routers (part)
2	DASD (part)	14	Mainframe Front end Controller (part)
3	Tape drives (part)	15	PKZIP (part)
4	Switches (part)	16	BMC Reorg. Utilities for IMS & DB2 (part)
5	Dell & HP servers (part)	17	IMS Utilities (part)
6	Storage Arrays (part)	18	COBOL/ZOS, Easytrieve, Rexx, CLIST DB2,ISPF (part)
7	BMC Control-M (Scheduler) (part)	19	CA-Spool Print Management (part)
8	Mainview for CICS, IMS, DB2 (part)	20	DATA21 CICS Help, Word Wrap (part)
9	CA DADS, Librarian Utilities (part)	21	IMS/DB and DB2 Databases (part)
10	Compuware Utilities for MVS, CICS, TSO (part)	22	MacKinney CICS/Message, Spy, Listcat Morning News, Show/Tell, Forward Recovery (part)
11	H & W SYSD (part)	23	Syncsort for Z/OS (part)
12	IMS Data Propagator Utility (part)	24	Pitney Bowes Docsense Finalist (part)

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

This service provides data to department staff regarding offenders in community supervision from other states being housed or supervised in Florida and Florida offenders being managed in other jurisdictions. It is monitored by the Bureau of Interstate Compact in the Office of Community Corrections. The following IT Systems are constituent elements of this Strategic IT Service.

Interstate Compact System – System to manage and track transfer of offenders in community supervision between the Florida Department of Corrections and other state and federal corrections agencies.

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.2. Who uses the service? **(Indicate all that apply)**

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.3. Please identify the number of users of this service.

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FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Interstate Compact Service

1.4. How many locations currently host this service? 1

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(Identical, Very Similar, No) Yes

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

This service provides data regarding offenders in Florida community supervision from other states and offenders being managed in other jurisdictions. While a national integration effort is underway as the National Adult Compact Information System (NACIS), the existing FL system must be maintained. Requirements are being clarified, at this time, but integration may be simple. This level of integration of databases and systems helps to minimize data errors, work load and ensure proper supervision across states. The mainframe Offender Based Information System (OBIS), the department's primary mission-critical official data repository, is the hub of the integration. OBIS manages all aspects of offender life and supports the management of daily departmental operations. This service is part of the increasing number of server-based systems are now mission-critical. Essential maintenance, enhancement and development mandated by litigation or legislation must be made by strict deadlines. The level of integration, the criticality of deadlines, and the complexity of these systems require that application and database staff be most knowledgeable of the department's systems and its business and that they have immediate on-site access to subject matter experts. Failure of these systems would jeopardize the safety of corrections officers, law enforcement and justice officers, the public, and offenders. Restitution would not be paid properly and potentially dangerous insurrections could occur on prison compounds. These conditions could expose the department to potential violations of law and new litigation.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

The type of work and level of complexity for the NACIS effort is unclear; however, high priority development, enhancement and maintenance application programming work is expected to be completed immediately, on deadline established by law or litigation, or as quickly as possible. System owners request, prioritize, track and approve applications work directly in a work request/tracking system custom-developed by departmental staff. Estimates of the time to complete are provided in the application to enable system owners to plan and prioritize their work. Applications and database technical staff respond directly to system owners via departmental or IT management on the highest-priority issues. Applications and database respond to help calls, technical problem resolution calls and management issue calls. Immediate response is expected on

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Interstate Compact Service

applications work, user help desk and technical level support. Applications and database state staff are on-call 24/7 for troubleshooting and problem resolution, as well as, daily operational support.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (*e.g., 0700-1800 M-F, 24/7*) for:

3.2.1.1. User-facing components of this IT service (online) 0700-1800

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24/7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (*e.g., 15 min, 30 min, 60 min*)? 60 min.

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

Statewide security of offenders managed by the Interstate Compact in Community Corrections and daily operations will be jeopardized; offender monitoring will not be properly conducted; offender management may not be completed properly; staff, offender and public safety will be jeopardized. Offenders not properly monitored may cause significant harm to the public. If law enforcement cannot receive corrections data and monitor the department's web sites officer and public safety will be jeopardized. If the public cannot monitor offenders using the department's web sites, their safety is further jeopardized. All of these negative impacts will expose the department to potential violations of law and litigation.

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (*include any applicable constitutional, statutory, or rule requirements*)

The level of integration across applications, databases and platforms creates a unique environment which requires diligence in the maintenance and enhancement of systems and databases and a unique technical skill set to ensure the continuity of operations that is vital to the public safety mission of the department.

3.2.4. What are security requirements for this IT service? (*Indicate all that apply*)

- | | |
|--|---|
| <input checked="" type="checkbox"/> User ID/Password | <input type="checkbox"/> Access through Internet or external network |
| <input checked="" type="checkbox"/> Access through internal network only | <input type="checkbox"/> Access through Internet with secure encryption |
| <input checked="" type="checkbox"/> Other <u>Access by user profiles</u> | <input type="checkbox"/> Other _____ |

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes No

3.2.5.1. If yes, please specify and describe:

The Department of Corrections is a law enforcement entity and Florida Statutes exempt law enforcement and homeland security data from public access. Confidential information including investigatory, drug treatment, HIPAA-compliant health data, facility data, and security profiles must be tightly controlled. The FBI and FDLE have significant security requirements regarding data sharing.

4. User/customer satisfaction

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Interstate Compact Service

4.1. Are service level metrics reported to business stakeholders or agency management

Yes No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

The Corrections Data Center generates monthly performance reports and Systems Development staff provide reports on request from the department's work request, assignment and tracking system. Requestors authorized in the department's work request, assignment and tracking system have access to developer notes and time tacking to monitor the progress of their work.

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? ***(Briefly explain)***

Funding is not available to support new agency systems development. Minimal funding is available for maintenance of existing systems. Any legislatively mandated unfunded initiatives must be absorbed within the maintenance budget jeopardizing maintenance and routine operations.

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2011-12. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General revenue for maintenance of existing systems is not adequate to provide for legislatively mandated but unfunded initiatives and there is no cost recovery. Serious reductions in the work force due to continued cuts, the inability to pay competitively, and the loss of many of the best programmers to the private sector or retirement, and the shift of salary dollars to expense have caused the department to rely on outsourcing using the Department of Management Services State Term Contracts. It would be much less expensive if additional positions could be added.

However, with the conversion of contractors to FTEs, close attention must be paid to ensure continuity of operations as well as to ensure that the quality of staff can be retained. This requires that comparative positions be created with competitive salary ranges.

5.2. Other comments

IT Service Requirements Worksheet: Interstate Compact Service

Applications development on the mainframe, servers and web are fully integrated in the business process of the department. This enables immediate response, fully satisfying user expectations to high-priority work at the lowest possible cost.

The reliance on outsource contractors enables flexibility but at a high cost. This intensive use of outsourcing ensures that maintenance costs will continue to increase and new development will also be directed toward more expensive outsourcing.

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Investigative Service

Dept/Agency: **Dept. of Corrections**
 Submitted by: **Doug Smith, CIO**
 Phone: **(850) 410-4740**
 Date submitted:

DC Investigative Service

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	IBM mainframe (part)	14	Mainframe Front end Controller (part)
2	DASD (part)	15	PKZIP (part)
3	Tape drives (part)	16	BMC Reorg. Utilities for IMS & DB2 (part)
4	Switches (part)	17	IMS Utilities (part)
5	Dell & HP servers (part)	18	COBOL/ZOS, Easytrieve, Rexx, CLIST DB2,ISPF (part)
6	Storage Arrays (part)	19	CA-Spool Print Management (part)
7	BMC Control-M (Scheduler) (part)	20	DATA21 CICS Help, Word Wrap (part)
8	Mainview for CICS, IMS, DB2 (part)	21	IMS/DB and DB2 Databases (part)
9	CA DADS, Librarian Utilities (part)	22	MacKinney CICS/Message, Spy, Listcat Morning News, Show/Tell, Forward Recovery (part)
10	Compuware Utilities for MVS, CICS, TSO (part)	23	Syncsort for Z/OS (part)
11	H & W SYSD (part)	24	Pitney Bowes Docsense Finalist (part)
12	IMS Data Propagator Utility (part)	25	Microsoft Internet Information Server 6.0
13	Routers (part)	26	Microsoft SQL Server 2005
		27	DB2 Connect (part)

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

This service provides support to the investigatory processes that are critical to a law enforcement agency. This service support data collection regarding a variety of incidents from the allegation, investigation and through resolution. The primary users include Security and the Inspector General's Office.

The following IT Systems are constituent elements of this Strategic IT Service.

Management Information Notes System (MINS) – This system collects the report of each incident according to a typing established by the IG's Office and routes them to manager who must take action.

IGLOGS – This secure and confidential system gathers investigatory information and makes it available to a highly select group for resolution, recordation and reporting.

1.2. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Investigative Service

1.3. Who uses the service? (*Indicate all that apply*)

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service. 570

1.5. How many locations currently host this service? 1

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(*Identical, Very Similar, No*) No

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

- Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

Databases and systems are integrated to minimize data errors and work load. The mainframe Offender Based Information System (OBIS), the department's primary mission-critical official data repository, is the hub of the integration. OBIS manages all aspects of offender life and supports the management of daily departmental operations. The MINS and IGLOGS systems, which provide support to the investigatory processes that are critical to a law enforcement agency is part of an increasing number of server-based systems are now mission-critical. Essential maintenance, enhancement and development mandated by litigation or legislation must be made by strict deadlines. The level of integration, the criticality of deadlines, and the complexity of these systems require that application and database staff be most knowledgeable of the department's systems and its business and that they have immediate on-site access to subject matter experts. Failure of these systems would jeopardize the safety of corrections officers, law enforcement and justice officers, the public, and offenders. Restitution would not be paid properly and potentially dangerous insurrections could occur on prison compounds. These conditions could expose the department to potential violations of law and new litigation.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

As these investigation-support systems are very tightly integrated into the Department's mission-critical systems, high priority development, enhancement and maintenance application programming work is expected to be completed immediately, on deadline established by law or litigation, or as quickly as possible. System owners request, prioritize, track and approve applications work directly in a work request/tracking system custom-developed by departmental

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Investigative Service

staff. Estimates of the time to complete are provided in the application to enable system owners to plan and prioritize their work. Applications and database technical staff respond directly to system owners via departmental or IT management on the highest-priority issues. Applications and database respond to help calls, technical problem resolution calls and management issue calls. Immediate response is expected on applications work, user help desk and technical level support. Applications and database state staff are on-call 24/7 for troubleshooting and problem resolution, as well as, daily operational support.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (e.g., 0700-1800 M-F, 24/7) for:

3.2.1.1. User-facing components of this IT service (online) 24/7

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24/7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (e.g., 15 min, 30 min, 60 min)? 24 hours

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

Effective and timely investigatory services are absolutely critical to the operation of the Department. Statewide security in institutions, offender management and daily operations will be jeopardized; inmate and offender monitoring will not be properly conducted; inmates and offender management may not be completed properly; staff, offender and public safety will be jeopardized. Offenders not properly monitored may cause significant harm to the public. All of these negative impacts will expose the department to potential violations of law and litigation.

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (include any applicable constitutional, statutory, or rule requirements)

The level of integration across applications, databases and platforms creates a unique environment which requires diligence in the maintenance and enhancement of systems and databases and a unique technical skill set to ensure the continuity of operations that is vital to the public safety mission of the department.

3.2.4. What are security requirements for this IT service? (Indicate all that apply)

- User ID/Password Access through Internet or external network
 Access through internal network only Access through Internet with secure encryption
 Other Integrated application security profiles based on Logon ID and Security Access Request centralized management system

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes No

3.2.5.1. If yes, please specify and describe:

The Department of Corrections is a law enforcement entity. Florida Statutes exempts law enforcement and homeland security data from public access. Confidential information including investigatory, drug treatment, HIPAA-compliant health data, facility data, and security profiles must be tightly controlled. The FBI and FDLE have strict security requirements regarding data sharing.

4. User/customer satisfaction

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Investigative Service

4.1. Are service level metrics reported to business stakeholders or agency management

Yes No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

The Corrections Data Center generates monthly performance reports and Systems Development staff provide reports on request from the department's work request, assignment and tracking system. Requestors authorized in the department's work request, assignment and tracking system have access to developer notes and time tacking to monitor the progress of their work.

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

Funding is not available to support new agency systems development. Minimal funding is available for maintenance of existing systems. Any legislatively mandated unfunded initiatives must be absorbed within the maintenance budget jeopardizing maintenance and routine operations.

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2011-12. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General revenue for maintenance of existing systems is not adequate to provide for legislatively mandated but unfunded initiatives and there is no cost recovery. Serious reductions in the work force due to continued cuts, the inability to pay competitively, and the loss of many of the best programmers to the private sector or retirement, and the shift of salary dollars to expense have caused the department to rely on outsourcing using the Department of Management Services State Term Contracts. It would be much less expensive if additional positions could be added.

However, with the conversion of contractors to FTEs, close attention must be paid to ensure continuity of operations as well as to ensure that the quality of staff can be retained. This requires that comparative positions be created with competitive salary ranges.

5.2. Other comments

Applications development on the mainframe, servers and web are fully integrated in the business process of the department. This enables immediate response, fully satisfying user expectations to high-priority work at the lowest possible cost.

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Investigative Service

The reliance on outsource contractors enables flexibility but at a high cost. This intensive use of outsourcing ensures that maintenance costs will continue to increase and new development will also be directed toward more expensive outsourcing.

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: IT Administration and Management Service

Dept/Agency: **Dept. of Corrections**
 Submitted by: **Doug Smith, CIO**
 Phone: **850-410-4740**
 Date submitted:

IT Administration and Management Service

This service enables the management and administration of the agency's central IT program or unit. Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for the complete definition of this IT Service and specific direction on how to complete this document.

Identify major IT Systems (applications) that are included (in whole or part) in this IT Service:			
1	Service Level Agreement Tracking System	5	
2	IT Application Inventory	6	
3		7	
4		8	

1. IT Service Definition

1.1. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.2. How many locations currently host assets and resources used to provide IT administration and management services? 1

2. Service Unique to Agency

2.1. If the same level of service could be provided through another agency or external source for less than the current cost of the IT service, could your agency change to another service provider?

- Yes No

2.1.1. If yes, what must happen for your agency to use another IT service provider?

2.1.2. If not, why does your agency need to maintain the current provider for this IT service?

The presence of IT governance is being expanded in the department's Procedure Manuals using the guidance provided by the Technology Review Workgroup, Information Technology Infrastructure Library and evolving best practices being implemented by department IT staff. This effort is being integrated tightly into the daily business process to ensure effective cost containment and effective decision-making.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: IT Administration and Management Service

If you answered "Yes," identify major (formal or informal) service level requirements:

Immediate response is expected on applications work and user help desk and technical level support.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (*e.g., 0800-1600 M-F, 24/7*) for the systems included in this service: **24-7**

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (*e.g., 5 min, 15 min, 60 min*)? **0-5 min**

3.2.3. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes No

If yes, please specify and describe:

The department's information is highly confidential, as determined by Florida Statutes and federal law that enable the department's official data repository, exempt law enforcement and homeland security data from public access, secure health data (HIPAA and drug treatment regulations), and other restrictions. The FBI and FDLE have significant stringent requirements regarding data sharing. Security profiles bind the department and its exposure of data. Security systems, individual security profiles, application security, security coordinators and a high level of agency business knowledge maintained by IT are used to secure the department's data.

3.2.4. Are there any agency-unique service requirements? Yes No

If yes, specify (*include any applicable constitutional, statutory, or rule requirements*)

The high level of integration between the department and IT and the concomitant high level of specific business knowledge maintained by IT staff and the high level of IT knowledge maintained by the department's authorized system users all help to ensure the best quality and most responsive services for the money but they also make IT services unique to Corrections. The level of horizontal and vertical integration makes IT in Corrections responsive and bonds it to the department and its operation.

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management?

Yes No

If yes, briefly describe the frequency of reports and how they are provided:

Corrections Data Center generates monthly performance reports and Systems Development staff provide reports on request from assignment and work tracking systems. The IT management tools also provide a view for customers and users into the status and progress of work requested.

4.2. Are currently defined IT service levels adequate to support the business needs of the agency?

Yes No

If no, what changes need to be made to the current IT service? (*Briefly explain*)

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: IT Administration and Management Service

4.3. List any significant projects that are underway or planned to upgrade or enhance any system, resource, or process associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost of Completion

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, which is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2011-12. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General revenue

5.2. Other comments

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: IT Support Service for Agency Financial and Administrative Functions

Dept/Agency: **Dept. of Corrections**

Submitted by: **Doug Smith, CIO**

Phone: **850-410-4740**

Date submitted:

IT Support Service for Agency Financial and Administrative Systems

This service enables users in the agency's administrative and support areas to operate and maintain the non-strategic applications that support agency administrative. Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for the complete definition of this IT Service and specific direction on how to complete this document.

Identify major IT Systems (applications) that are included (in whole or part) in this IT Service:			
1	Purchasing Requisition System (PRS)	5	SQL Server 2000/2005
2	Human Resources Database (HRD)	6	
3	Employee Evaluation System	7	
4	Correspondence Control	8	

1. IT Service Definition

1.1. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.2. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.3. Please identify the number of users of this service. 2500

1.4. How many locations currently host agency financial/ administrative systems? 1

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider? *(Identical, Very Similar, No)* No

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

- Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: IT Support Service for Agency Financial and Administrative Functions

All databases, programs, and systems are completely and totally integrated into the official system and data repository, the Offender Based Information System (OBIS) which manages all aspects of offender life and thereby supports the mission-critical management of daily departmental operations. The Financial support systems are similarly integrated. These system and databases require immediate access to subject matter experts and IT staff with a very high level of agency business experience as well as specific detailed experience in the highly specialized application programs that comprise the department's highly technical server-based systems. In many cases, applications developers have nearly as much subject matter expertise as the system owners, without which systems would fail or cost more to maintain. Failure of these systems and databases would jeopardize the operations of the Department.

3. IT Service Levels Required to Support Business Functions

Answer the following questions for the primary or dominant IT system within this IT Service.

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

High priority developments, enhancements or maintenance are expected to be completed immediately or as quickly as possible. System owners request, prioritize, track and approve applications work directly in a custom-developed work request/tracking system. Estimates are provided in the application. Applications and database technical staff respond directly to system owners via IT management on high-priority issues. Applications and database respond to help, technical problem resolution and management issue calls. Immediate response is expected on applications work, user help desk and technical level support. Applications and database is on-call 24/7 for troubleshooting and problem resolution, as well as, daily operational support. Delays may result in litigation, balance failures, negative audit findings, and potentially dangerous situations.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (e.g., 0700-1800 M-F, 24/7) for:

3.2.1.1. User-facing components of this IT service (online) 24/7

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24/7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (e.g., 15 min, 30 min, 60 min)? 0-5 min

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

Several critical systems rely on the Human Resource Database to operate and with the Human Resource Database down, Department operations will be severely impacted.

3.2.3. Are there any agency-unique service requirements? Yes No

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: IT Support Service for Agency Financial and Administrative Functions

If yes, specify *(include any applicable constitutional, statutory, or rule requirements)*

Number of transactions increase by 30% at the end of the month and transition at this high rate into the beginning of the next month; health information and confidential offender and staff data must be kept secure and shared using encryption; and data across all functional areas must be integrated. The department must respond immediately to requests for information or changes to these systems from litigation, legislation or audits.

3.2.4. What are security requirements for this IT service? *(Indicate all that apply)*

- User ID/Password Access through Internet or external network
 Access through internal network only Access through Internet with secure encryption
 Other _____

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

- Yes No

3.2.5.1. If yes, please specify and describe:

Confidential information, HIPAA, Security profiles, Florida Statutes exempt law enforcement and homeland security data from public access. The FBI and FDLE have significant requirements regarding data sharing. Financial systems are also subject to audits requiring that data be available in a timely fashion.

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management

- Yes No

If yes, briefly describe the frequency of reports and how they are provided:

Corrections Data Center generates monthly performance reports and the Systems Development staff provides reports on request from assignment and work tracking systems. The staffs of Finance and Accounting and Community Corrections are intimately involved in the maintenance of their fiscal support systems to ensure that all accounts are balanced and obligations, including victim restitution, are properly paid and accounted.

4.2. Are currently defined IT service levels adequate to support the business needs?

General revenue for maintenance of existing systems is not adequate for development of new systems and the many unfunded mandates required of the department. In addition, there is no cost recovery. As noted in 4.2 additional funding is needed to reduce contractor costs and support unfunded mandates.

- Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: IT Support Service for Agency Financial and Administrative Functions

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, which is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2011-12. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General revenue.

5.2. Other comments

Serious reductions in the work force due to continued cuts, the inability to pay competitively, and the loss of many of the best programmers to the private sector or retirement, and the shift of salary dollars to expense have caused the department to rely on outsourcing using the Department of Management Services State Term Contracts. It would be much less expensive if additional positions could be added.

However, with the conversion of contractors to FTEs, close attention must be paid to ensure continuity of operations as well as to ensure that the quality of staff can be retained. This requires that comparative positions be created with competitive salary ranges.

Listing of Strategic IT Services

(FY 2011-12 Schedule IV-C

Worksheet SC-2)

Dept/Agency: **Department of Corrections**
Prepared by: **Doug Smith**
Phone: **850-410-4740**
Date Completed:

1. Analytic and Performance Measures

The following IT Systems are constituent elements of this Strategic IT Service.

- 1.a. **OBIS** – *Tracks every necessary aspect of an inmate while incarcerated and tracks information needed for supervising offenders.*
- 1.b. **COTAS** – *Provides timely data to appropriate staff to assist in the operation of facilities (by minimizing disruption on the compound).*

2. Computer Assisted Reception Process (CARP)

The following IT Systems are constituent elements of this Strategic IT Service.

- 2.a. **CARP** – *Provides a process to receive new inmates into the Department's six Reception Centers using the existing application.*
- 2.b. **AFIS** – *An electronic fingerprint device located in each of the Department's Reception Centers is connected directly to FDLE to establish positive identification of all offenders being received by the Department.*

3. Emergency Management

The following IT Systems are constituent elements of this Strategic IT Service.

- 3.a. **Emergency Management 6.0** – *The application which harnesses all of the relevant information at the disposal of department managers is used to manage the workflow and communications of the department during an emergency.*

4. Facility Access Secure Tracking System (FAST)

The following IT Systems are constituent elements of this Strategic IT Service.

Listing of Strategic IT Services

(FY 2011-12 Schedule IV-C

Worksheet SC-2)

-
- 4.a. **FAST** – *This system supports access to institutions by visitors and volunteers using a hand geometry biometric device as an adjunct to FAST.*

5. Facility Support Service

The following IT Systems are constituent elements of this Strategic IT Service.

- 5.a. **Maximus** – *The Maximus system tracks and manages the work flow for the department's maintenance and facility service unit.*

6. Imaging

The following IT Systems are constituent elements of this Strategic IT Service.

- 6.a. **Imaging System** – *The Imaging system facilitates the scanning, storage and retrieval of inmate records including legal and sentence structure documents, health information, parole hearings and historical photos.*

7. Interstate Compact Service

The following IT Systems are constituent elements of this Strategic IT Service.

- 7.a. **Interstate Compact System**– *System to manage and track transfer of offenders in community supervision between the Florida Department of Corrections and other state and federal corrections agencies.*

8. Investigative Service

The following IT Systems are constituent elements of this Strategic IT Service.

- 8.a. **Management Information Notes System (MINS)**– *System collects the report of each incident according to a typing established by the IG's Office and routes them to manager who must take action.*
- 8.b. **IGLOGS** - *This secure and confidential system gathers investigatory information and makes it available to a highly select group for resolution, recordation and reporting.*

Listing of Strategic IT Services

(FY 2011-12 Schedule IV-C

Worksheet SC-2)

9. OBIS

The following IT Systems are constituent elements of this Strategic IT Service.

- 9.a. **OBIS** – *Tracks every necessary aspect of an inmate while incarcerated and tracks information needed for supervising offenders.*

10. Offender Financial Service

The following IT Systems are constituent elements of this Strategic IT Service.

- 10.a. **Inmate Trust System (ITS)**– *Inmate Trust System supports required accounting functions include tracking deposits made by family members of inmates, expenditures by inmates for toiletries and other personal items not provided by the state, withdrawals for various departmental co-pay-related expenses, restitution payments and for keeping and providing account balances.*
- 10.b. **Canteen Support Service**– *Canteen Support Service supports daily institutional operations by providing for a means to purchase commodities through a cashless system that is coordinated with the inmate's bank account.*
- 10.c. **Court Ordered Payment System** – *COPS is a subsystem of OBIS which was designed specifically to manage payments ordered by the Courts for restitution, court costs, and fines.*

11. Parole Commission Services for Organizational Use

The following IT Systems are constituent elements of this Strategic IT Service.

- 11.a. **MACNet** – *Application manages the clemency process and seaport waiver process.*
- 11.b. **MacUser**– *Manages account access for several applications utilized by FPC.*
- 11.c. **Victim Notification** – *Tracking system for court dockets providing for printing form letters and notifications, matching with victims, tracking down/recording victim current contact information, and notifying victims.*

Listing of Strategic IT Services

(FY 2011-12 Schedule IV-C
Worksheet SC-2)

-
- 11.d. **Warrant Tracking**– *Used to create forms and track receipt and processing of warrants.*
 - 11.e. **PB2 Time Motion Tracking** - *This web-based, project tracking application is accessed via a TAB within the MacNet application. Permits users to record time spent on tasks.*

12. Parole Commission Services for Public Use

The following IT Systems are constituent elements of this Strategic IT Service.

- 12.a. **RCR**– *A public facing application that allows users to monitor the status of their request for restoration of civil rights. This application also allows others to verify the restoration of civil rights.*

13. Pharmacy

The following IT Systems are constituent elements of this Strategic IT Service.

- 13.a. **CIPS** – *The pharmacy systems houses Inmate health information, health history and facilitates the dispensation of prescription drugs. Due to the sensitivity of the data on this system and its role in dispensing prescription drugs only authorized department staff should administer this resource.*

14. Roster Management

The following IT Systems are constituent elements of this Strategic IT Service.

- 14.a. **Roster Management System** – *Correctional officer roster management system. The system provides support for scheduling the work and post assignment of security correctional officers to ensure that properly certified staff is assigned to specific posts and overtime is minimized.*

Listing of Strategic IT Services

(FY 2011-12 Schedule IV-C

Worksheet SC-2)

15. GIS

The following IT Systems are constituent elements of this Strategic IT Service.

- 15.a. *Sex Offender Residency Restriction (SORR)*** – System allows probation officers to conduct buffer analysis to identify the feasibility of sex offender residence and allow probation officers to search for areas not affected by statutory sex offender residential restrictions through the redaction of restricted areas, to essentially find areas that are more likely to yield a positive sex offender placement.

16. Training Delivery

The following IT Systems are constituent elements of this Strategic IT Service.

- 16.a. *eTrain*** – System supports registration, completion of on-line coursework and recordation of the completion of required coursework.

17. Work Release Management Service

The following IT Systems are constituent elements of this Strategic IT Service.

- 17.a. *WRIMS*** – – The system manages and audits check-in and check-out of inmates to and from a Work Release Center facility.

Listing of Agency IT Systems

FY 2011-12 Schedule IV-C
Worksheet SC-1

Dept/Agency: **Department of Corrections**
 Prepared by: **Doug Smith, CIO**
 Phone: **850-410-4740**
 Date Completed: **(insert completion date)**

#	Name of IT System	Description of IT System	Agency Program or Function Supported	Notes
1	OBIS	Tracks every necessary aspect of an inmate while incarcerated and tracks information needed for supervising offenders.	Institutions & Re-Entry Health Services Community Corrections General Counsel Inspector General Chief of Staff's Office	
2	COTAS	Provides timely data to appropriate staff to assist in the operation of facilities (by minimizing disruption on the compound).	Institutions & Re-Entry	
3	CARP	Provides a process to receive new inmates into the Department's six Reception Centers using the existing application.	Institutions & Re-Entry	
4	AFIS	An electronic fingerprint device located in each of the Department's Reception Centers is connected directly to FDLE to establish positive identification of all offenders being received by the Department	Institutions & Re-Entry	
5	Emergency Management 6.0	The application which harnesses all of the relevant information at the disposal of department managers is used to manage the workflow and communications of the	Institutions & Re-Entry Health Services Community Corrections General Counsel	

Listing of Agency IT Systems

FY 2011-12 Schedule IV-C
Worksheet SC-1

#	Name of IT System	Description of IT System	Agency Program or Function Supported	Notes
		department during an emergency.	Inspector General Chief of Staff's Office	
6	FAST	This system supports access to institutions by visitors and volunteers using a hand geometry biometric device as an adjunct to FAST.	Institutions & Re-Entry	
7	Maximus	The Maximus system tracks and manages the work flow for the department's maintenance and facility service unit.	Institutions & Re-Entry	
8	Imaging System	The Imaging system facilitates the scanning, storage and retrieval of inmate records including legal and sentence structure documents, health information, parole hearings and historical photos.	Institutions & Re-Entry Community Corrections	
9	Interstate Compact System-	System to manage and track transfer of offenders in community supervision between the Florida Department of Corrections and other state and federal corrections agencies.	Community Corrections	
10	Management Information Notes System (MINS)	System collects the report of each incident according to a typing established by the IG's Office and routes them to manager who must take action.	Inspector General Institutions & Re-Entry	
11	IGLOGS	This secure and confidential system gathers investigatory information and makes it available to a highly select group for	Inspector General	

Listing of Agency IT Systems

FY 2011-12 Schedule IV-C
Worksheet SC-1

#	Name of IT System	Description of IT System	Agency Program or Function Supported	Notes
		resolution, recordation and reporting.		
12	Inmate Trust System (ITS)	Inmate Trust System supports required accounting functions include tracking deposits made by family members of inmates, expenditures by inmates for toiletries and other personal items not provided by the state, withdrawals for various departmental co-pay-related expenses, restitution payments and for keeping and providing account balances.	Chief of Staff's Office	
13	Canteen Support Service	Canteen Support Service supports daily institutional operations by providing for a means to purchase commodities through a cashless system that is coordinated with the inmate's bank account.	Institutions & Re-Entry	
14	Court Ordered Payment System	COPS is a subsystem of OBIS which was designed specifically to manage payments ordered by the Courts for restitution, court costs, and fines.	Community Corrections	
15	MACNet	Application manages the clemency process and seaport waiver process.	Florida Parole Commission	
16	MACUser	Manages account access for several applications utilized by FPC.	Florida Parole Commission	
17	Victim	Tracking system for court dockets	Florida Parole Commission	

Listing of Agency IT Systems

FY 2011-12 Schedule IV-C
Worksheet SC-1

#	Name of IT System	Description of IT System	Agency Program or Function Supported	Notes
	Notification	providing for printing form letters and notifications, matching with victims, tracking down/recording victim current contact information, and notifying victims.		
18	Warrant Tracking	Used to create forms and track receipt and processing of warrants.	Florida Parole Commission	
19	PB2 Time Motion Tracking	This web-based, project tracking application is accessed via a TAB within the MacNet application. Permits users to record time spent on tasks.	Florida Parole Commission	
20	RCR	A public facing application that allows users to monitor the status of their request for restoration of civil rights. This application also allows others to verify the restoration of civil rights.	Florida Parole Commission	
21	CIPS	The pharmacy systems houses Inmate health information, health history and facilitates the dispensation of prescription drugs. Due to the sensitivity of the data on this system and its role in dispensing prescription drugs only authorized department staff should administer this resource.	Health Services	
22	Roster Management System	Correctional officer roster management system. The system provides support for scheduling the work and post assignment of security correctional officers to	Institutions & Re-Entry	

Listing of Agency IT Systems

FY 2011-12 Schedule IV-C
Worksheet SC-1

#	Name of IT System	Description of IT System	Agency Program or Function Supported	Notes
		ensure that properly certified staff is assigned to specific posts and overtime is minimized.		
23	Sex Offender Residency Restriction (SORR)	System allows probation officers to conduct buffer analysis to identify the feasibility of sex offender residence and allow probation officers to search for areas not affected by statutory sex offender residential restrictions through the redaction of restricted areas, to essentially find areas that are more likely to yield a positive sex offender placement.	Community Corrections Institutions & Re-Entry	
24	eTrain	System supports registration, completion of on-line coursework and recordation of the completion of required coursework.	Institutions & Re-Entry Health Services Community Corrections General Counsel Inspector General Chief of Staff's Office	
25	WRIMS	The system manages and audits check-in and check-out of inmates to and from a Work Release Center facility.	Institutions & Re-Entry	
26				
27				
28				
29				
30				
31				

Listing of Agency IT Systems

FY 2011-12 Schedule IV-C
Worksheet SC-1

#	Name of IT System	Description of IT System	Agency Program or Function Supported	Notes
32				

(Insert as many rows into table as needed.)

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Network Service

Dept/Agency: **Department of Corrections**
 Submitted by: **Douglas B. Smith III, Chief Information Officer**
 Phone: **850-410-4740**
 Date submitted: **10-5-2010**

Network Service

This service enables data connectivity and transport using Local Area Network (LAN) and/or Wide Area Network (WAN) technologies. Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for the complete definition of this IT Service and specific direction on how to complete this document.

Identify the major hardware and commercial software associated with this service:			
1	Routers, switches, cabling	5	Windows XP, Windows 2003 server
2	Firewall	6	Printers, Scanners, Hand readers
3	Intrusion Detection	7	Net Health, Antivirus
4	HP, Dell Servers	8	Network Inspector, NetFlow tracker

1. IT Service Definition

1.1. Who is the LAN service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Other state agency *(non-primary data center)*
- Other External Service Provider *(specify)* _____
- Southwood Shared Resource Center
- Northwood Shared Resource Center
- Northwest Regional Data Center

1.2. Who is the WAN service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public (please explain in Question 5.3)

1.4. Please identify the number of users of the Network Service. 18,000

1.5. How many locations currently host IT assets and resources used to provide LAN services? 275

1.6. How many locations currently use WAN services? 275

1.7. What types of WAN connections are included in this service? *(Indicate all that apply)*

- ATM
- SUNCOM RTS
- Radio
- Other
- Frame Relay
- Internet
- Satellite
- Cellular Network
- Dedicated Wired connection
- Dial-up connection

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Network Service

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?

(Identical, Very Similar, No)

similar

very

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

Yes

No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

Savings must be documented and proven, background checks on all personnel, security must be bullet proof and Dept of Homeland Security equivalent.

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for LAN service?

Yes; formal Service Level Agreement(s)

Yes; informal agreement(s)

No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

3.2. Has the agency specified the service level requirements for WAN service?

Yes; formal Service Level Agreement(s)

Yes; informal agreement(s)

No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

3.3. Timing and Service Delivery Requirements

3.3.1. Hours/Days that service is required (*e.g., 0800-1600 M-F, 24/7*) for:

3.3.1.1. Online availability

24/7

3.3.1.2. Offline and availability for maintenance

n/a

3.3.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (*e.g., 5 min, 15 min, 60 min*)?

5 minutes

3.3.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

Public Safety at risk

3.3.3. Does the agency have a standard for required bandwidth its locations?

Yes

No

If yes, indicate the standard (*e.g. fiber channels for certain locations*)

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Network Service

T1 is the standard

3.3.4. Are there any agency-unique service requirements? Yes No

If yes, specify *(include any applicable constitutional, statutory, or rule requirements)*

3.3.5. What are security requirements for this IT service? *(Indicate all that apply)*

- User ID/Password
- Access through Internet or external network
- Access through internal network only
- Access through Internet with secure encryption
- Other _____

3.3.6. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes No

3.3.6.1. If yes, please specify and describe:

Federal mandate to encrypt data and HIPPA

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management?

Yes No

If yes, briefly describe the frequency of reports and how they are provided:

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system, resource, or process associated with this IT service. *Please indicate the D3-A issue number in the Description for any projects that require funds in a legislative budget request for FY 2011-12.*

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service, and describe any anticipated adjustments to the funding source(s) or funding level for FY 2011-12

General Revenue

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Network Service

5.2. Please indicate whether there is a cost recovery or cost allocation plan for this service, and describe any anticipated adjustments or needed changes in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.)

no

5.3. Other pertinent information related to this service

Public accesses inmate information through the Dept's Public web services.

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: OBIS

Dept/Agency: **Department of Corrections**
 Submitted by: **Doug Smith, CIO**
 Phone: **850-410-4740**
 Date submitted:

DC Offender Based Information System - (OBIS) Service

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	IBM mainframe (part)	13	Routers (part)
2	DASD (part)	14	Mainframe Front end Controller (part)
3	Tape drives (part)	15	PKZIP (part)
4	Switches (part)	16	BMC Reorg. Utilities for IMS & DB2 (part)
	Dell & HP servers (part)	17	IMS Utilities (part)
	Storage Arrays (part)	18	COBOL/ZOS, Easytrieve, Rexx, CLIST DB2,ISPF (part)
	BMC Control-M (Scheduler) (part)	19	CA-Spool Print Management (part)
	Mainview for CICS, IMS, DB2 (part)	20	DATA21 CICS Help, Word Wrap (part)
	CA DADS, Librarian Utilities (part)	21	IMS/DB and DB2 Databases (part)
	Compuware Utilities for MVS, CICS, TSO (part)	22	MacKinney CICS/Message, Spy, Listcat Morning News, Show/Tell, Forward Recovery (part)
	H & W SYSD (part)	23	Syncsort for Z/OS (part)
	IMS Data Propagator Utility (part)	24	Pitney Bowes Docsense Finalist (part)
		25	DB2 Connect (part)
	Dell & HP servers (part)	5	Microsoft Internet Information Server 6.0
	Switches (part)	6	Microsoft SQL Server 2000/2005
	Routers (part)	7	
	Storage Arrays (part)	8	

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

The **Offender Based Information System (OBIS)** service supports every aspect of offender life cycle management in that today's inmates may be, depending on their court-ordered sentence, tomorrow's supervised offenders.

The following IT Systems are constituent elements of this Strategic IT Service:

The Department's official offender management system, OBIS, is made up of multiple subsystems which have been designed by their owner/users over the last 28 years to satisfy the specific needs of legislation, litigation and best practices. These subsystems support the daily management of the department and its staff in their oversight of inmates in institutions and offenders in the community supervised by Community Corrections. The system is used by multiple offices throughout the department responsible for the maintenance of required data and records related to inmates and offenders. The OBIS database is the single official data repository of the department as described in F.S. 20.315(11).

CICS Web Services have been implemented to facilitate a more modern GUI utilizing IIS as the application server and .NET as the development environment for the presentation layer. These services also assist in consolidating transactions into more fluid processes for DC staff to operate under. MiDAS, Emergency Management, Utilization Management, and Inmate At A Glance are existing applications that utilizes these services and several projects are underway to take advantage of these services even more.

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: OBIS

1.2. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service. 25,000+

1.5. How many locations currently host this service? 1

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(Identical, Very Similar, No) No

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

- Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

OBIS is the primary tracking system for all offenders in the department. Through its many subsystems, all aspects of offender tracking throughout the incarceration and supervision process are tracked. This system has been in place for 28 years and the various subsystems are tightly integrated. All databases, programs, and systems are integrated into (OBIS). This system and databases require immediate access to subject matter experts and IT staff with a very high level of agency business experience as well as specific detailed experience in the highly specialized application programs that comprise the department's highly technical mainframe and server-based systems. In many cases, applications developers have nearly as much or more subject matter expertise as the system owners, without which systems would fail or cost more to maintain. While new development in the department is expanding into the .NET development area, the mainframe OBIS system is the department's official data repository and still provides the bulk of data to department staff as well as providing information to criminal justice entities and to the public via data transfer to the department's various web-based applications.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

IT Service Requirements Worksheet: OBIS

High priority developments, enhancements or maintenance are expected to be completed immediately or as quickly as possible. System owners request, prioritize, track and approve applications work directly in a custom-developed work request/tracking system. Estimates are provided in the application. Applications and database technical staff respond directly to system owners via IT management on high-priority issues. Applications and database respond to help, technical problem resolution and management issue calls. Immediate response is expected on applications work, user help desk and technical level support. Applications and database is on-call 24/7 for troubleshooting and problem resolution, as well as, daily operational support.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (*e.g., 0700-1800 M-F, 24/7*) for:

3.2.1.1. User-facing components of this IT service (online) 24-7

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24-7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (*e.g., 15 min, 30 min, 60 min*)? 0-5 min.

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

Statewide operations are jeopardized; inmate and offender monitoring is not properly managed; staff, offender and public safety is jeopardized. Offenders not properly monitored may cause significant harm to the public. If the public cannot monitor offenders, their safety is further jeopardized.

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (*include any applicable constitutional, statutory, or rule requirements*)

Number of transactions increase by 30% at end/beginning of month; health information and confidential offender and staff data must be kept secure and shared using encryption; and data across all functional areas must be integrated.

The level of integration across applications, databases and platforms creates a unique environment which requires diligence in the maintenance and enhancement of systems and databases and a unique technical skill set to ensure the continuity of operations that is vital to the public safety mission of the department.

3.2.4. What are security requirements for this IT service? (*Indicate all that apply*)

- | | |
|--|--|
| <input checked="" type="checkbox"/> User ID/Password | <input checked="" type="checkbox"/> Access through Internet or external network |
| <input checked="" type="checkbox"/> Access through internal network only | <input checked="" type="checkbox"/> Access through Internet with secure encryption |
| <input checked="" type="checkbox"/> Other <u>Access by user profiles</u> | |

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes No

3.2.5.1. If yes, please specify and describe:

Confidential information, HIPAA, Security profiles, Florida Statutes exempt law enforcement and homeland security data from public access. The FBI and FDLE have significant requirements regarding data sharing supported by the department via NCIC and FCIC.



4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management

Yes No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

The Corrections Data Center generates monthly performance reports and Systems Development staff provide reports on request from the department's work request, assignment and tracking system. Requestors authorized in the department's work request, assignment and tracking system have access to developer notes and time tacking to monitor the progress of their work.

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

Funding is not available to support new agency systems development and minimal funding is available for maintenance. Many unfunded initiatives must be absorbed.

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete
IMS to DB2 Conversion	Convert our IMS databases to DB2 without having to change application code. Savings estimated to be \$600K annually after implementation.	9/1/2010	12/31/2011	\$700,496.00

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2011-12. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General revenue for maintenance of existing systems is not adequate to provide for legislatively mandated but unfunded initiatives and there is no cost recovery. Serious reductions in the work force due to continued cuts, the inability to pay competitively, and the loss of many of the best programmers to the private sector or retirement, and the shift of salary dollars to expense have caused the department to rely on outsourcing using the Department of Management Services State Term Contracts. It would be much less expensive if additional state staff positions could be added.

However, with the conversion of contractors to FTEs, close attention must be paid to ensure continuity of operations as well as to ensure that the quality of staff can be retained. This requires that comparative positions be created with competitive salary ranges.

5.2. Other comments

Applications development on the mainframe, servers and web are fully integrated in the business process of the department. This enables immediate response, fully satisfying user expectations to high-priority work at the lowest possible cost. The reliance on outsource contractors enables flexibility but at a high cost. This intensive use of outsourcing ensures that maintenance costs will continue to increase and new development will also be directed toward more expensive outsourcing.

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Offender Financial Service

Dept/Agency: **Dept. of Corrections**
 Submitted by: **Doug Smith, CIO**
 Phone: **(850) 410-4740**
 Date submitted:

DC Offender Financial Service

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	IBM mainframe (part)	13	Routers (part)
2	DASD (part)	14	Mainframe Front end Controller (part)
3	Tape drives (part)	15	PKZIP (part)
4	Switches (part)	16	BMC Reorg. Utilities for IMS & DB2 (part)
5	Dell & HP servers (part)	17	IMS Utilities (part)
6	Storage Arrays (part)	18	COBOL/ZOS, Easytrieve, Rexx, CLIST DB2,ISPF (part)
7	BMC Control-M (Scheduler) (part)	19	CA-Spool Print Management (part)
8	Mainview for CICS, IMS, DB2 (part)	20	DATA21 CICS Help, Word Wrap (part)
9	CA DADS, Librarian Utilities (part)	21	IMS/DB and DB2 Databases (part)
10	Compuware Utilities for MVS, CICS, TSO (part)	22	MacKinney CICS/Message, Spy, Listcat Morning News, Show/Tell, Forward Recovery (part)
11	H & W SYSD (part)	23	Syncsort for Z/OS (part)
12	IMS Data Propagator Utility (part)	24	Pitney Bowes Docsense Finalist (part)
		25	DB2 Connect (part)

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

This service supports Finance and Accounting in maintaining financial records of inmates and community corrections offenders and tracking purchases at prison canteens during incarceration. This service is unique to the department and vital to daily operations to ensure inmate funds are properly accounted, inmate purchases are properly accounted in institutions, restitution is properly paid to victims, audit trails are maintained and information is provided to the Department and the Legislature.

The following IT Systems are constituent elements of this Strategic IT Service

Inmate Trust System (ITS) – Inmate Trust System supports required accounting functions include tracking deposits made by family members of inmates, expenditures by inmates for toiletries and other personal items not provided by the state, withdrawals for various departmental co-pay-related expenses, restitution payments and for keeping and providing account balances.

Canteen Support Service – Canteen Support Service supports daily institutional operations by providing for a means to purchase commodities through a cashless system that is coordinated with the inmate's bank account. The Office of Financial Management is responsible for the accounting functions of canteen operations. Removing cash or script from institutions has helped to maintain order and ensure the safety of officers and inmates

Court Ordered Payments System – COPS is a subsystem of OBIS which was designed specifically to manage payments ordered by the Courts for restitution, court costs and fines.

1.2. Who is the service provider? (*Indicate all that apply*)

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? (*Indicate all that apply*)

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service.

2,300 +

1.5. How many locations currently host this service?

1

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(*Identical, Very Similar, No*)

No

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

- Yes
- No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

All databases, programs, and systems are completely and totally integrated into the official system and data repository, the Offender Based Information System (OBIS) which manages all aspects of offender life and thereby supports the mission-critical management of daily departmental operations. This system and databases require immediate access to subject matter experts and IT staff with a very high level of agency business experience as well as specific detailed experience in the highly specialized application programs that comprise the department's highly technical server-based systems. In many cases, applications developers have nearly as much subject matter expertise as the system owners, without which systems would fail or cost more to maintain. Failure of these systems and databases would jeopardize the safety of officers in institutions and the field, law enforcement and justice entities, and the public, as well as, the offenders themselves. Court-ordered payments would not be paid properly and potentially dangerous insurrections could occur on prison compounds.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Offender Financial Service

If you answered "Yes," identify major (formal or informal) service level requirements:

High priority developments, enhancements or maintenance are expected to be completed immediately or as quickly as possible. System owners request, prioritize, track and approve applications work directly in a custom-developed work request/tracking system. Estimates are provided in the application. Applications and database technical staff respond directly to system owners via IT management on high-priority issues. Applications and database respond to help, technical problem resolution and management issue calls. Immediate response is expected on applications work, user help desk and technical level support. Applications and database is on-call 24/7 for troubleshooting and problem resolution, as well as, daily operational support.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (*e.g., 0700-1800 M-F, 24/7*) for:

3.2.1.1. User-facing components of this IT service (online) 24/7

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24/7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (*e.g., 15 min, 30 min, 60 min*)? 0 – 5 min.

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

Statewide operations are jeopardized; inmate and offender monitoring is not properly managed; staff, offender and public safety is jeopardized. Offenders not properly monitored may cause significant harm to the public. If the public cannot monitor offenders, their safety is further jeopardized.

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (*e.g. # of transactions increases by 100% at end of fiscal year*)

Number of transactions increase by 30% at end/beginning of month; health information and confidential offender and staff data must be kept secure and shared using encryption; and data across all functional areas must be integrated.

The level of integration across applications, databases and platforms creates a unique environment which requires diligence in the maintenance and enhancement of systems and databases and a unique technical skill set to ensure the continuity of operations that is vital to the public safety mission of the department.

3.2.4. What are security requirements for this IT service? (*Indicate all that apply*)

User ID/Password

Access through Internet or external network

Access through internal network only

Access through Internet with secure encryption

Other _____

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes No

3.2.5.1. If yes, please specify and describe:

Confidential information, HIPAA, Security profiles, Florida Statutes exempt law enforcement and homeland security data from public access. The FBI and FDLE have significant requirements regarding data sharing supported by the department via NCIC and FCIC.

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management

Yes No

If yes, briefly describe the frequency of reports and how they are provided:

The Corrections Data Center generates monthly performance reports and Systems Development staff provide reports on request from the department's work request, assignment and tracking system. Requestors authorized in the department's work request, assignment and tracking system have access to developer notes and time tacking to monitor the progress of their work.

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

Funding is not available to support new agency systems development and minimal funding is available for maintenance. Many unfunded initiatives must be absorbed.

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2011-12. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General revenue for maintenance of existing systems is not adequate to provide for legislatively mandated but unfunded initiatives and there is no cost recovery. Serious reductions in the work force due to continued cuts, the inability to pay competitively, and the loss of many of the best programmers to the private sector or retirement, and the shift of salary dollars to expense have caused the department to rely on outsourcing using the Department of Management Services State Term Contracts. It would be much less expensive if additional positions could be added.

However, with the conversion of contractors to FTEs, close attention must be paid to ensure continuity of operations as well as to ensure that the quality of staff can be retained. This requires that comparative positions be created with competitive salary ranges.

5.2. Other comments

Applications development on the mainframe, servers and web are fully integrated in the business process of the department. This enables immediate response, fully satisfying user expectations to high-priority work at the lowest possible cost.

The reliance on outsource contractors enables flexibility but at a high cost. This intensive use of outsourcing ensures that maintenance costs will continue to increase and new development will also be directed toward more expensive outsourcing.

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Parole Commission Services for Organization Use

Dept/Agency: **Department of Corrections**
 Submitted by: **Doug Smith, CIO**
 Phone: **850-410-4740**
 Date submitted:

Parole Commission Services

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	Visual Studio 2008	5	.NET Framework
2	SQL Server 2005	6	
3		7	
4		8	

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

This service handles application support and service delivery for the following applications:

- 1) MacNet – Application manages the clemency process and seaport waiver process.
- 2) MacUser – Manages account access for several applications utilized by FPC.
- 3) Victim Notification- Tracking system for court dockets providing for printing form letters and notifications, matching with victims, tracking down/recording victim current contact information, and notifying victims.
- 4) Warrant Tracking - Used to create forms and track receipt and processing of warrants.
- 5) PB2 Time Motion Tracking - This web-based, project tracking application is accessed via a TAB within the MacNet application. Permits users to record time spent on tasks.

1.2. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service. 200+

1.5. How many locations currently host this service? 1

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(Identical, Very Similar, No) No

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Parole Commission Services for Organization Use

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

On July 1st, 2009 and pursuant to Legislative Mandate, IT resources and applications managed by the Florida Parole Commission were consolidated and are now managed by the Florida Department of Corrections.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
 Yes; informal agreement(s)
 No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

Please see the SLA Agreement.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (*e.g., 0700-1800 M-F, 24/7*) for:

3.2.1.1. User-facing components of this IT service (online) 0700-1800 M-F for applications 2,3,&5 listed in section 1.1.1 and 0700-2300 daily for applications 1 & 4 listed in section 1.1.1

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance)

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (*e.g., 15 min, 30 min, 60 min*)? 0-5 min.

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

Statewide operations are jeopardized; inmate and offender monitoring is not properly managed; staff, offender and public safety is jeopardized. Offenders not properly monitored may cause significant harm to the public. If the public cannot monitor offenders, their safety is further jeopardized.

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (*include any applicable constitutional, statutory, or rule requirements*)

The level of integration across applications, databases and platforms creates a unique environment which requires diligence in the maintenance and enhancement of systems and databases and a unique technical skill set to ensure the continuity of operations that is vital to the public safety mission of the Parole Commission.

3.2.4. What are security requirements for this IT service? (*Indicate all that apply*)

- User ID/Password Access through Internet or external network
 Access through internal network only Access through Internet with secure encryption

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Parole Commission Services for Organization Use

Other _____

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes No

3.2.5.1. If yes, please specify and describe:

Confidential information, HIPAA, Security profiles, Florida Statutes exempt law enforcement and homeland security data from public access. The FBI and FDLE have significant requirements regarding data sharing supported by the department via NCIC and FCIC.

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management

Yes No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

During the first quarterly transition period, the Department provides a monthly report of availability to the Customer, then quarterly thereafter. This is done via email.

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete
MACNet Updates	In accordance with audit findings, changes to the MACNet application are required.	1/1/2010	1/1/2011	T.B.D.

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2011-12. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General Revenue

5.2. Other comments

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Parole Commission Services for Organization Use



FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Parole Commission Services

Dept/Agency: **Department of Corrections**
 Submitted by: **Doug Smith, CIO**
 Phone: **850-410-4740**
 Date submitted:

Parole Commission Services

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	Visual Studio 2008	5	
2	SQL Server 2005	6	
3	Dreamweaver CS4	7	
4		8	

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

RCR – A public facing application that allows users to monitor the status of their request for restoration of civil rights. This application also allows others to verify the restoration of civil rights.

1.2. Who is the service provider? (*Indicate all that apply*)

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? (*Indicate all that apply*)

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service. 3,000+

1.5. How many locations currently host this service? 1

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
 (*Identical, Very Similar, No*) No

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?
 Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Parole Commission Services

On July 1st, 2009 and pursuant to Legislative Mandate, IT resources and applications managed by the Florida Parole Commission were consolidated and are now managed by the Florida Department of Corrections.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

Please see the SLA Agreement.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (*e.g., 0700-1800 M-F, 24/7*) for:

3.2.1.1. User-facing components of this IT service (online) 24/7 – Saturdays and Sundays from 12 a.m. to 6 a.m. (SSRC Maintenance Window)

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) M-F

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (*e.g., 15 min, 30 min, 60 min*)? 0-5 min.

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

Public cannot be informed of the restoration of civil rights process easily.

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (*include any applicable constitutional, statutory, or rule requirements*)

The level of integration across applications, databases and platforms creates a unique environment which requires diligence in the maintenance and enhancement of systems and databases and a unique technical skill set to ensure the continuity of operations that is vital to the public safety mission of the Parole Commission.

3.2.4. What are security requirements for this IT service? (*Indicate all that apply*)

- User ID/Password
- Access through Internet or external network
- Access through internal network only
- Access through Internet with secure encryption
- Other _____

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

- Yes
- No

3.2.5.1. If yes, please specify and describe:

Confidential information, HIPAA, Security profiles, Florida Statutes exempt law enforcement and homeland security data from public access. The FBI and FDLE have significant requirements regarding data sharing supported by the department via NCIC and FCIC.

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management

Yes No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

During the first quarterly transition period, the Department provides a monthly report of availability to the Customer, then quarterly thereafter. This is done via email.

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2011-12. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General Revenue

5.2. Other comments

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Pharmacy Service

Dept/Agency: **Dept. of Corrections**

Submitted by: **Doug Smith, CIO**

Phone: **850-410-4740**

Date submitted:

DC Pharmacy Service

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	Dell	5	
2	Microsoft	6	
3	Kalos	7	
4		8	

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

CIPS - The pharmacy systems houses Inmate health information, health history and facilitates the dispensation of prescription drugs. Due to the sensitivity of the data on this system and its role in dispensing prescription drugs only authorized department staff should administer this resource.

1.2. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service. 70

1.5. How many locations currently host this service? 4

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(Identical, Very Similar, No) No

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

- Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

This resource has been expanded and is currently used in more locations and provides electronic data feeds to other systems as well as vendors. Routing for this system must be directed to the location of the server system. All of the components of this system require 99% uptime and data integrity must be assured. This resource is critical to the mission of the department therefore the data must be archived consistently. Because the system houses confidential and sensitive information, the routing must be encrypted from end to end which is currently provided by the department.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

The system should remain up and operational. Maintenance outages should be scheduled in advance with the client community. Support for this system is on a per call or per incident basis

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (e.g., 0700-1800 M-F, 24/7) for:

3.2.1.1. User-facing components of this IT service (online) 0700 – 2100 Mon - Saturday

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24/7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (e.g., 15 min, 30 min, 60 min)? 30 min

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

The pharmacies will be unable to get patient information, inmate patient location and other related information for the dispensing of prescription drugs.

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (include any applicable constitutional, statutory, or rule requirements)

3.2.4. What are security requirements for this IT service? (Indicate all that apply)

- User ID/Password
- Access through internal network only
- Other _____
- Access through Internet or external network
- Access through Internet with secure encryption

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

- Yes
- No

3.2.5.1. If yes, please specify and describe:

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: DC Pharmacy Service

HIPAA

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management

Yes No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2011-12. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General Revenue

5.2. Other comments

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Portal/Web Management Service

Dept/Agency: **Dept. of Corrections**
 Submitted by: **Doug Smith, CIO**
 Phone: **850-410-4740**
 Date submitted:

Portal/Web Management Service

The Portal/Web Management service enables the publishing of the agency's standard, mission-critical information to its employees and the public. The department operates four websites – an internet, a recruitment portal, an intranet and an extranet on FDLE's CJNet. Three of these sites access a central SQL Server containing inmate and supervised offender records.

Identify the major commercial hardware and software associated with this service:			
1	Servers (part)	6	Windows Server & Internet Information Server
2	Switches (part)	7	Microsoft SQL Server
3	Routers (part)	8	Adobe Creative Suite v 3.3
4	Firewalls (all)	9	WebTrends Analytics
5	Google Mini Appliance (two)		

1. IT Service Definition

1.1. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.2. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.3. Please identify the number of Internet users of this service. 995,016
per month (monthly average 9/09-08/10)

1.4. Please identify the number of intranet users of this service. 41,828
per month (monthly average 9/09-08/10)

1.5. How many locations currently host IT assets and resources used to provide this service? one

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(Identical, Very Similar, No) No

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

- Yes
- No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Portal/Web Management Service

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

- (1) The department's intranet contains highly sensitive, mission critical information that could jeopardize prison security and risk the lives of inmates and staff should it be compromised.
- (2) Three of the four websites require access to core department data containing inmate release dates and personal identification information. It is part of the department's core mission to secure and maintain this information.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

The department has an internal procedure manual that governs the operation of all websites. All content on the internet website is coordinated, reviewed and approved by the Communications office and it is converted to HTML and published by four IT staff. Most content on the department's intranet site (also governed by this procedure manual) is updated by staff throughout the agency and moved to the production server by IT staff.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (e.g., 0600-2100 M-F, 24/7): 24/7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (e.g., 5 min, 15 min, 60 min)? 15 minutes

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

- (1) The agency is unable to communicate updates to staff
- (2) The agency is unable to communicate updates to the law enforcement community
- (3) The agency is unable to communicate updates to inmate family and friends
- (4) The agency is unable to communicate updates to the media

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (include any applicable constitutional, statutory, or rule requirements)

Three of the four websites require access to core department data containing inmate release dates and personal identification information. It is part of the department's core mission to secure and maintain this information.

3.2.4. What are security requirements for this IT service? (Indicate all that apply)

- User ID/Password
- Access through Internet or external network
- Access through internal network only
- Access through Internet with secure encryption
- Other member of FDLE's CJNet network

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Portal/Web Management Service

Yes No

3.2.5.1. If yes, please specify and describe:

- (1) Some information about correctional officers and correctional probation officers are protected under Florida's Public Records Laws.
- (2) ACA/CAC Standards: 4-4225, 4-4447, 4-ACRS-2A-12, AND 4-ACRS-7F-06
- (3) State/Federal Statutes: SECTIONS 316.2397, 944.151, 945.04, AND 776.07, F.S.
- (4) Florida Administrative Code: SECTION 33 F.A.C.

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management?

Yes No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

Monthly reports are provided that include web traffic statistics, visitor trend analysis over 5 months, terms used in search engines to locate information on our site, server response times, server errors, link errors, bandwidth usage, etc.

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

4.2.2. List any significant projects (e.g., total cost greater than \$500,000) that are underway or planned to upgrade or enhance any resource or system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, which is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2011-12. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General Revenue.

5.2. Other comments

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Roster Management System

Dept/Agency: **Dept. of Corrections**
 Submitted by: **Doug Smith, CIO**
 Phone: **850-410-4740**
 Date submitted:

DC Roster Management System – (RMS) Service

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	Dell & HP servers (part)	5	Microsoft Internet Information Server 6.0
2	Switches (part)	6	Microsoft SQL Server 2005
3	Routers (part)	7	
4	Storage Arrays (part)	8	

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

The Roster Management System (RMS) provides service to the Office of Institutions for the management of the assignment of correctional officers to specific posts for which they are certified. The following IT Systems are constituent elements of this Strategic IT Service.

Roster Management System – Correctional officer roster management system. The system provides support for scheduling the work and post assignment of security correctional officers to ensure that properly certified staff is assigned to specific posts and overtime is minimized. The system is used primarily by Security Operations but business users include Personnel, the Inspector General’s Office and Classification. Data from RMS is also used to support the other applications including Emergency Management and other processes including scheduling data for payroll.

1.2. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service. 4209

1.5. How many locations currently host this service? 1

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(Identical, Very Similar, No) No

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Roster Management System

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

[Empty text box]

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

Databases and systems are integrated to minimize data errors and work load. The mainframe Offender Based Information System (OBIS), the department's primary mission-critical official data repository, is the hub of the integration. OBIS manages all aspects of offender life and supports the management of daily departmental operations. An increasing number of server-based systems are now mission-critical. Data from the RMS service is also used to support the other applications including Emergency Management. Essential maintenance, enhancement and development mandated by litigation or legislation must be made by strict deadlines. The level of integration, the criticality of deadlines, and the complexity of these systems require that application and database staff be most knowledgeable of the department's systems and its business and that they have immediate on-site access to subject matter experts. Failure of these systems would jeopardize the safety of corrections officers, law enforcement and justice officers, the public, and offenders. Restitution would not be paid properly and potentially dangerous insurrections could occur on prison compounds. These conditions could expose the department to potential violations of law and new litigation.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

RMS was a high priority development to accommodate an OPAAGA recommendation to reduce officer overtime costs by implementing a system to manage institutional rosters. Following development, enhancement and maintenance application programming work is expected to be completed immediately, on deadline established by law or litigation, or as quickly as possible. System owners request, prioritize, track and approve applications work directly in a work request/tracking system custom-developed by departmental staff. Estimates of the time to complete are provided in the application to enable system owners to plan and prioritize their work. Applications and database technical staff respond directly to system owners via departmental or IT management on the highest-priority issues. Applications and database respond to help calls, technical problem resolution calls and management issue calls. Immediate response is expected on applications work, user help desk and technical level support. Applications and database state staff are on-call 24/7 for troubleshooting and problem resolution, as well as, daily operational support.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (*e.g., 0700-1800 M-F, 24/7*) for:

- 3.2.1.1. User-facing components of this IT service (online) 24/7
- 3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24/7

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Roster Management System

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (e.g., 15 min, 30 min, 60 min)?

8 hours

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

Statewide security in institutions, offender management and daily operations will be jeopardized; inmate and offender monitoring will not be properly conducted; inmates and offender management may not be completed properly; staff, offender and public safety will be jeopardized. Offenders not properly monitored may cause significant harm to the public. All of these negative impacts will expose the department to potential violations of law and litigation.

3.2.3. Are there any agency-unique service requirements?

Yes No

If yes, specify (include any applicable constitutional, statutory, or rule requirements)

The level of integration across applications, databases and platforms creates a unique environment which requires diligence in the maintenance and enhancement of systems and databases and a unique technical skill set to ensure the continuity of operations that is vital to the public safety mission of the department.

3.2.4. What are security requirements for this IT service? (Indicate all that apply)

- User ID/Password Access through Internet or external network
 Access through internal network only Access through Internet with secure encryption
 Other Integrated application security profiles based on Logon ID and Security Access Request centralized management system

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes No

3.2.5.1. If yes, please specify and describe:

The Department of Corrections is a law enforcement entity and Florida Statutes exempt law enforcement and homeland security data from public access. Confidential information including investigatory, drug treatment, HIPAA-compliant health data, facility data, and security profiles must be tightly controlled. The FBI and FDLE have significant security requirements regarding data sharing.

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management

Yes No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

The Corrections Data Center generates monthly performance reports and Systems Development staff provide reports on request from the department's work request, assignment and tracking system. Requestors authorized in the department's work request, assignment and tracking system have access to developer notes and time tacking to monitor the progress of their work.

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? (Briefly explain)

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Roster Management System

Funding is not available to support new agency systems development. Minimal funding is available for maintenance of existing systems. Any legislatively mandated unfunded initiatives must be absorbed within the maintenance budget jeopardizing maintenance and routine operations.

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2011-12. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General revenue for maintenance of existing systems is not adequate to provide for legislatively mandated but unfunded initiatives and there is no cost recovery. Serious reductions in the work force due to continued cuts, the inability to pay competitively, and the loss of many of the best programmers to the private sector or retirement, and the shift of salary dollars to expense have caused the department to rely on outsourcing using the Department of Management Services State Term Contracts. It would be much less expensive if additional positions could be added.

However, with the conversion of contractors to FTEs, close attention must be paid to ensure continuity of operations as well as to ensure that the quality of staff can be retained. This requires that comparative positions be created with competitive salary ranges.

5.2. Other comments

Applications development on the mainframe, servers and web are fully integrated in the business process of the department. This enables immediate response, fully satisfying user expectations to high-priority work at the lowest possible cost.

The reliance on outsource contractors enables flexibility but at a high cost. This intensive use of outsourcing ensures that maintenance costs will continue to increase and new development will also be directed toward more expensive outsourcing.

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: IT Security/Risk Mitigation Service

Dept/Agency: **Department of Corrections**
Submitted by: **Doug Smith**
Phone: **410-4740**
Date submitted: **10/15/2010**

IT Security/Risk Mitigation Service

This service involves the implementation of measures to reduce risk and ensure continuity of the IT Services supporting the agency. Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for the complete definition of this IT Service and specific direction on how to complete this document.

1. IT Service Definition

1.1. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Other state agency *(non-primary data center)*
- Other External Service Provider *(specify)* _Cisco_____
- Southwood Shared Resource Center
- Northwood Shared Resource Center
- Northwest Regional Data Center

1.2. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public (please explain in Question 5.3)

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(Identical, Very Similar, No) **Yes**

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

- Yes
- No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

Provide lower cost while maintaining current department security requirements.

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: IT Security/Risk Mitigation Service

A formal security procedure combined with audit by DC internal audit provides security assurances for the department. Annual risk assessment by DynTek.

3.2. Timing and Service Delivery Requirements

- 3.2.1. Hours/Days that service is required (*e.g., 0800-1600 M-F, 24/7*): 0700-1700
- 3.2.2. In the event of an emergency, how quickly must essential services be restored to maintain the agency's continuity of operations? ASAP
- 3.2.3. How frequently must the IT disaster recovery plan be tested? Annually
- 3.2.4. In the event of a security breach, what is the agency's tolerance for down time of security IT services during peak periods, i.e., time before management-level intervention occurs (*e.g., 10 min, 60 min, 4 hours*)? Almost immediately, e.g., 10 minutes
- 3.2.5. Are there any agency-unique service requirements? Yes No
If yes, specify (*include any applicable constitutional, statutory, or rule requirements*)

Access to network based on user requirements and location, HIPAA, CJIS, FI 60DD2, 71A

- 3.2.6. What are security requirements for this IT service? (*Indicate all that apply*)
- | | |
|--|--|
| <input checked="" type="checkbox"/> User ID/Password | <input checked="" type="checkbox"/> Access through Internet or external network |
| <input checked="" type="checkbox"/> Access through internal network only | <input checked="" type="checkbox"/> Access through Internet with secure encryption |
| <input checked="" type="checkbox"/> Other _access via mobile devices___(Blackberry)_____ | |
- 3.2.7. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?
 Yes No
If yes, please specify and describe:

HIPAA, HITECH, CJIS requirements must be adhered to, FI Admin 60DD2 and 71A

4. User/customer satisfaction

- 4.1.1. Are service level metrics reported regularly to business stakeholders or agency management?
 Yes No
If yes, briefly describe the frequency of reports and how they are provided:

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

- 4.2.1. If no, what changes need to be made to the current IT service? (*Briefly explain*)

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: IT Security/Risk Mitigation Service

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system, resource, or process associated with this IT service. *Please indicate the D3-A issue number in the Description for any projects that require funds in a legislative budget request for FY 2011-12.*

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service, and describe any anticipated adjustments to the funding source(s) or funding level for FY 2011-12

General Revenue

5.2. Please indicate whether there is a cost recovery or cost allocation plan for this service, and describe any anticipated adjustments or needed changes in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.)

5.3. Other pertinent information related to this service

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Geographic Information System (GIS)

Dept/Agency: **Department of Corrections**
 Submitted by: **Doug Smith, CIO**
 Phone: **850-410-4740**
 Date submitted:

[Insert Service Name]

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify all major IT application systems (custom developed or commercial software) that are included (in whole or part) in this IT Service:			
1		5	
2		6	
3		7	
4		8	

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

The current GIS services provide support for the following applications:

The **Sex Offender Residency Restriction (SORR)** System allows probation officers to conduct buffer analysis to identify the feasibility of sex offender residence and allow probation officers to search for areas not affected by statutory sex offender residential restrictions through the redaction of restricted areas, to essentially find areas that are more likely to yield a positive sex offender placement.

The Office of Land Management uses GIS Services to maintain property line information for Department managed land.

1.2. Who is the service provider? (*Indicate all that apply*)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Central IT staff | <input type="checkbox"/> Northwood Shared Resource Center |
| <input type="checkbox"/> Program staff | <input type="checkbox"/> Southwood Shared Resource Center |
| <input type="checkbox"/> Other state agency (<i>non-primary data center</i>) | <input type="checkbox"/> Northwest Regional Data Center |
| <input type="checkbox"/> Other External Service Provider (<i>specify</i>) | |

1.3. Who uses the service? (*Indicate all that apply*)

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public (please explain in Question 5.3)

1.4. Please identify the number of users of this service. 300+

1.5. How many locations currently host this service? 1

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
 (*Identical, Very Similar, No*) No

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

[Redacted]

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

The Department utilized grant funds to purchase the infrastructure for the GIS service and the Department heavily customizes service pursuant to user requests.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
- Yes; informal agreement(s)
- No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

High priority developments, enhancements or maintenance are expected to be completed immediately or as quickly as possible. System owners request, prioritize, track and approve applications work directly in a custom-developed work request/tracking system. Estimates are provided in the application. Applications and database technical staff respond directly to system owners via IT management on high-priority issues. Applications and database respond to help, technical problem resolution and management issue calls. Immediate response is expected on applications work, user help desk and technical level support. Applications and database is on-call 24/7 for troubleshooting and problem resolution, as well as, daily operational support.

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (e.g., 0700-1800 M-F, 24/7) for:

3.2.1.1. User-facing components of this IT service (online) 24-7

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 27-7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (e.g., 15 min, 30 min, 60 min)? 30 min.

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

Statewide operations are impacted; probation officers would not have all the information available to them in the process of approving sex offender planned residencies.

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (include any applicable constitutional, statutory, or rule requirements)

[Redacted]

3.2.4. What are security requirements for this IT service? (Indicate all that apply)

- User ID/Password
- Access through Internet or external network

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Geographic Information System (GIS)

- Access through internal network only Access through Internet with secure encryption
 Other _____

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

- Yes No

3.2.5.1. If yes, please specify and describe:

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management

- Yes No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

The Corrections Data Center generates monthly performance reports and Systems Development staff provide reports on request from the department's work request, assignment and tracking system. Requestors authorized in the department's work request, assignment and tracking system have access to developer notes and time tacking to monitor the progress of their work.

4.2. Are currently defined IT service levels adequate to support the business needs?

- Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system, resource, or process associated with this IT service. *Please indicate the D3-A issue number in the Description for any projects that require funds in a legislative budget request for FY 2011-12.*

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service, and describe any anticipated adjustments to the funding source(s) or funding level for FY 2011-12

General Revenue

5.2. Please indicate whether there is a cost recovery or cost allocation plan for this service, and describe any anticipated adjustments or needed changes in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.)

5.3. Other pertinent information related to this service

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Training Delivery Service

Dept/Agency: **Dept. of Corrections**
 Submitted by: **Doug Smith, CIO**
 Phone: **850-410-4740**
 Date submitted:

Training Delivery Service

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	Dell & HP servers (part)	5	Microsoft Internet Information Server 6.0
2	Switches (part)	6	Microsoft SQL Server 7.0 / 2000
3	Routers (part)	7	
4	Storage Arrays (part)	8	

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

The service enables web-based transactions to support the delivery of training for department staff and management. Timely training is particularly important to the department as Correctional Officers and Correctional Probation Officers are required to complete and maintain their sworn law enforcement status. The service supports the Bureau of Staff Development in administering training functions for the entire department which includes, but is not limited to, in-service, certification, basic and advanced. It also supports all of the approximately 26,000 staff of the Department in registration for classes and for completion of selected coursework on-line.

The following IT Systems are constituent elements of this Strategic IT Service.

e-Train System – System supports registration, completion of on-line coursework and recordation of the completion of required coursework.

1.2. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service.

26000

1.5. How many locations currently host this service?

1

2. Service Unique to Agency

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Training Delivery Service

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(*Identical, Very Similar, No*) No

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

Databases and systems are integrated to minimize data errors and workload. The mainframe Offender Based Information System (OBIS), the department's primary mission-critical official data repository, is the hub of the integration including information relevant to staff training. OBIS manages all aspects of offender life and supports the management of daily departmental operations. As part of an increasing number of server-based systems that are now mission-critical, this service enables web-based transactions to support the delivery of training for department staff and management. Essential maintenance, enhancement and development mandated by litigation or legislation must be made by strict deadlines. The level of integration, the criticality of deadlines, and the complexity of these systems require that application and database staff be most knowledgeable of the department's systems and its business and that they have immediate on-site access to subject matter experts. Failure of these systems would jeopardize the safety of corrections officers, law enforcement and justice officers, the public, and offenders. Restitution would not be paid properly and potentially dangerous insurrections could occur on prison compounds. These conditions could expose the department to potential violations of law and new litigation.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
 Yes; informal agreement(s)
 No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

High priority development, enhancement and maintenance application programming work is expected to be completed immediately, on deadline established by law or litigation, or as quickly as possible. System owners request, prioritize, track and approve applications work directly in a work request/tracking system custom-developed by departmental staff. Estimates of the time to complete are provided in the application to enable system owners to plan and prioritize their work. Applications and database technical staff respond directly to system owners via departmental or IT management on the highest-priority issues. Applications and database respond to help calls, technical problem resolution calls and management issue calls. Immediate response is expected on applications work, user help desk and technical level support. Applications and database state staff are on-call 24/7 for troubleshooting and problem resolution, as well as, daily operational support

3.2. Timing and Service Delivery Requirements

3.2.1. Hours/Days that service is required (*e.g., 0700-1800 M-F, 24/7*) for:

3.2.1.1. User-facing components of this IT service (online) 0800-1800-M-F

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Training Delivery Service

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24-7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (*e.g., 15 min, 30 min, 60 min*)? 72

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

The Department must assign trained and certified law enforcement operatives to proper posts or else statewide security in institutions, offender management and daily operations will be jeopardized; inmate and offender monitoring will not be properly conducted; inmates and offender management may not be completed properly; staff, offender and public safety will be jeopardized. Offenders not properly monitored may cause significant harm to the public. All of these negative impacts will expose the department to potential violations of law and litigation.

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (*include any applicable constitutional, statutory, or rule requirements*)

The level of integration across applications, databases and platforms creates a unique environment which requires diligence in the maintenance and enhancement of systems and databases and a unique technical skill set to ensure the continuity of operations that is vital to the public safety mission of the department. Working with law enforcement certification is also a unique requirement.

3.2.4. What are security requirements for this IT service? (*Indicate all that apply*)

- User ID/Password Access through Internet or external network
 Access through internal network only Access through Internet with secure encryption
 Other Integrated application security profiles based on Logon ID and Security Access Request centralized management system _____

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes No

3.2.5.1. If yes, please specify and describe:

The Department of Corrections is a law enforcement entity and Florida Statutes exempt law enforcement and homeland security data from public access. Training and law enforcement certification are held to be confidential. Confidential information including investigatory, drug treatment, HIPAA-compliant health data, facility data, and security profiles must be tightly controlled. The FBI and FDLE have significant security requirements regarding data sharing.

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management

Yes No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

The Corrections Data Center generates monthly performance reports and Systems Development staff provide reports on request from the department's work request, assignment and tracking system. Requestors authorized in the department's work request, assignment and tracking system have access to developer notes and time tacking to monitor the progress of their work.

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Training Delivery Service

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

Funding is not available to support new agency systems development. Minimal funding is available for maintenance of existing systems. Any legislatively mandated unfunded initiatives must be absorbed within the maintenance budget jeopardizing maintenance and routine operations.

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2011-12. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General revenue for maintenance of existing systems is not adequate to provide for legislatively mandated but unfunded initiatives and there is no cost recovery. Serious reductions in the work force due to continued cuts, the inability to pay competitively, and the loss of many of the best programmers to the private sector or retirement, and the shift of salary dollars to expense have caused the department to rely on outsourcing using the Department of Management Services State Term Contracts. It would be much less expensive if additional positions could be added.

However, with the conversion of contractors to FTEs, close attention must be paid to ensure continuity of operations as well as to ensure that the quality of staff can be retained. This requires that comparative positions be created with competitive salary ranges.

5.2. Other comments

Applications development on the mainframe, servers and web are fully integrated in the business process of the department. This enables immediate response, fully satisfying user expectations to high-priority work at the lowest possible cost.

The reliance on outsource contractors enables flexibility but at a high cost. This intensive use of outsourcing ensures that maintenance costs will continue to increase and new development will also be directed toward more expensive outsourcing.

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Work Release Management Service

Dept/Agency: **Dept. of Corrections**
 Submitted by: **Doug Smith, CIO**
 Phone: **(850) 410-4740**
 Date submitted:

DC Work Release Management Service

Please consult the *Guidelines for Schedule IV-C: IT Costs and Service Requirements* for specific direction on how to complete this document.

Identify major commercial hardware/software that are included (in whole or part) in this IT Service:			
1	Dell & HP servers (part)	5	Microsoft Internet Information Server 6.0
2	Switches (part)	6	Microsoft SQL Server 7.0 / 2000
3	Routers (part)	7	
4	Storage Arrays (part)	8	

1. IT Service Definition

1.1.1. Provide the definition of this service as identified on Form SC2 (Strategic IT Service Catalog).

The WRIMS is a case management service that supports the Office of Institutions in the monitoring of private and some state-owned Work Release Centers (WRCs). Inmate assignments and schedules are managed using check-in/check-out processes to ensure proper accountability. WRIMS is used in conjunction with another system, Facility Access Secure Tracking, to secure the WRCs. The application was rolled out initially in outsourced WRCs and is being implemented in state-operated facilities. WRIMS also allows Central Office staff to monitor WRC operations and inmate status.

The following IT Systems are constituent elements of this Strategic IT Service.

WRIMS – The system manages and audits check-in and check-out of inmates to and from a Work Release Center facility. The WRIMS application which monitors inmates participating in the Department’s Work Release programs was designed to exchange information with the mainframe yet operates independently and includes service-delivery for private and state-owned work release centers. It maintains a control log of staff apart from OBIS; platforms and functions address activities in addition to offender based issues.

1.2. Who is the service provider? *(Indicate all that apply)*

- Central IT staff
- Program staff
- Another State agency
- External service provider

1.3. Who uses the service? *(Indicate all that apply)*

- Agency staff (state employees or contractors)
- Employees or contractors from one or more additional state agencies
- External service providers
- Public

1.4. Please identify the number of users of this service.

215

1.5. How many locations currently host this service?

1

2. Service Unique to Agency

2.1. Is a similar or identical IT service provided by another agency or external service provider?
(Identical, Very Similar, No) No

2.2. If the same level of service could be provided through another agency or source for less than the current cost of the IT service, could your agency change to another service provider?

Yes No

2.2.1. If yes, what must happen for your agency to use another IT service provider?

2.2.2. If not, why does your agency need to maintain the current provider for this IT service?

WRIMS was developed in conjunction with an RFP to outsource work release centers while integrating as much as feasible with existing databases. Databases and systems are integrated to minimize data errors and work load. The mainframe Offender Based Information System (OBIS), the department's primary mission-critical official data repository, is the hub of the integration. OBIS manages all aspects of offender life and supports the management of daily departmental operations. WRIMS, a case management service that supports the Office of Institutions in the monitoring of Work Release Centers is another of the increasing number of server-based systems are now mission-critical. Essential maintenance, enhancement and development mandated by litigation or legislation must be made by strict deadlines. The level of integration, the criticality of deadlines, and the complexity of these systems require that application and database staff be most knowledgeable of the department's systems and its business and that they have immediate on-site access to subject matter experts. Failure of these systems would jeopardize the safety of corrections officers, law enforcement and justice officers, the public, and offenders. Restitution would not be paid properly and potentially dangerous insurrections could occur on prison compounds. These conditions could expose the department to potential violations of law and new litigation.

3. IT Service Levels Required to Support Business Functions

3.1. Has the agency specified the service level requirements for this IT Service?

- Yes; formal Service Level Agreement(s)
 Yes; informal agreement(s)
 No; specific requirements have not been determined and approved by the department

If you answered "Yes," identify major (formal or informal) service level requirements:

This high priority development was under a time-certain deadline to meet an external outsourced service delivery for contractor operated Work Release Centers. From this point forward, enhancement and maintenance application programming work is expected to be completed immediately, on deadline established by law or litigation, or as quickly as possible. System owners request, prioritize, track and approve applications work directly in a work request/tracking system custom-developed by departmental staff. Estimates of the time to complete are provided in the application to enable system owners to plan and prioritize their work. Applications and database technical staff respond directly to system owners via departmental or IT management on the highest-priority issues. Applications and database respond to help calls, technical problem resolution calls and management issue calls. Immediate response is expected on applications work, user help desk and technical level support. Applications and database state staff are on-call 24/7 for troubleshooting and problem resolution, as well as, daily operational support.

3.2. Timing and Service Delivery Requirements

FY 2011-12 Schedule IV-C: Information Technology (IT) Costs & Service Requirements
IT Service Requirements Worksheet: Work Release Management Service

3.2.1. Hours/Days that service is required (e.g., 0700-1800 M-F, 24/7) for:

3.2.1.1. User-facing components of this IT service (online) 24/7

3.2.1.2. Back-office-facing components of this IT service (batch and maintenance) 24/7

3.2.2. What is the agency's tolerance for down time during peak periods, i.e., time before management-level intervention occurs (e.g., 15 min, 30 min, 60 min)? 8 hours

3.2.2.1. What are the impacts on the agency's business if this down-time standard is exceeded?

Statewide security in state and contractor operated Work Release Centers, as well as, institutions, offender management and daily operations will be jeopardized; inmate and offender monitoring will not be properly conducted; inmates and offender management may not be completed properly; staff, offender and public safety will be jeopardized. Offenders not properly monitored may cause significant harm to the public. If law enforcement cannot receive corrections data and monitor the department's web sites officer and public safety will be jeopardized. If the public cannot monitor offenders using the department's web sites, their safety is further jeopardized. All of these negative impacts will expose the department to potential violations of law and litigation.

3.2.3. Are there any agency-unique service requirements? Yes No

If yes, specify (include any applicable constitutional, statutory, or rule requirements)

The level of integration across applications, databases and platforms creates a unique environment which requires diligence in the maintenance and enhancement of systems and databases and a unique technical skill set to ensure the continuity of operations that is vital to the public safety mission of the department

3.2.4. What are security requirements for this IT service? (Indicate all that apply)

- User ID/Password Access through Internet or external network
 Access through internal network only Access through Internet with secure encryption
 Other Integrated application security profiles based on Logon ID and Security Access Request centralized management system

3.2.5. Are there any federal, state, or agency privacy policies or restrictions applicable to this IT Service?

Yes No

3.2.5.1. If yes, please specify and describe:

The Department of Corrections is a law enforcement entity and Florida Statutes exempt law enforcement and homeland security data from public access. Confidential information including investigatory, drug treatment, HIPAA-compliant health data, facility data, and security profiles must be tightly controlled. The FBI and FDLE have significant security requirements regarding data sharing.

4. User/customer satisfaction

4.1. Are service level metrics reported to business stakeholders or agency management

Yes No

4.1.1. If yes, briefly describe the frequency of reports and how they are provided:

The Corrections Data Center generates monthly performance reports and Systems Development staff provide reports on request from the department's work request, assignment and tracking

system. Requestors authorized in the department's work request, assignment and tracking system have access to developer notes and time tacking to monitor the progress of their work.

4.2. Are currently defined IT service levels adequate to support the business needs?

Yes No

4.2.1. If no, what changes need to be made to the current IT service? *(Briefly explain)*

Funding is not available to support new agency systems development. Minimal funding is available for maintenance of existing systems. Any legislatively mandated unfunded initiatives must be absorbed within the maintenance budget jeopardizing maintenance and routine operations.

4.2.2. List any significant projects that are underway or planned to upgrade or enhance any system associated with this IT service.

Project Name	Description	Start Date	End Date	Estimated Total Cost to Complete

5. Additional Information

5.1. Please describe the funding source(s), i.e., general revenue, trust fund, federal grant, or other, that is used to provide this service. Identify whether there is a cost recovery or cost allocation plan for this service. Be sure to describe any anticipated adjustments to the funding source(s) or funding level for FY 2011-12. If such adjustments are anticipated, please describe any corresponding change needed in the service funding model (e.g., charge-back, cost allocation, fee-per-transaction, etc.).

General revenue for maintenance of existing systems is not adequate to provide for legislatively mandated but unfunded initiatives and there is no cost recovery. Serious reductions in the work force due to continued cuts, the inability to pay competitively, and the loss of many of the best programmers to the private sector or retirement, and the shift of salary dollars to expense have caused the department to rely on outsourcing using the Department of Management Services State Term Contracts. It would be much less expensive if additional positions could be added.

However, with the conversion of contractors to FTEs, close attention must be paid to ensure continuity of operations as well as to ensure that the quality of staff can be retained. This requires that comparative positions be created with competitive salary ranges.

5.2. Other comments

Applications development on the mainframe, servers and web are fully integrated in the business process of the department. This enables immediate response, fully satisfying user expectations to high-priority work at the lowest possible cost.

The reliance on outsource contractors enables flexibility but at a high cost. This intensive use of outsourcing ensures that maintenance costs will continue to increase and new development will also be directed toward more expensive outsourcing.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 10, 2010

Agency: Department of Corrections

Contact Person: Paul J. Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Sylvester Butler, Kelvin Frazier, Curt Massie, Jeremiah Thomas, Eugene Ulrath and Reginald Williams, Paul Echols, Michael McKinney, Charles Morgan, Antonio Ward v. James McDonough and Randall Bryant (in their Official capacity) and James V. Crosby, Jr., Michael Rathmann, Bradley Carter, George Sapp, Stephen Sirmones, Joe Lazenby, Jr., Allen Clark, Mark Redd, Keith Musselman, Tony Anderson, James Wilson, William Muse, Colin Halle, Steven Tricocci, Tim Chastain, Rodney Barnett, Ronnie Barton, Kenneth Lampp, Wendell Whitehurst, Stacey Green, David Reynolds, John Riggs, Glynn Reeder, John Rizer, Oscar Shipley, Wilfred Dean Ellis, Jeffrey Lindsey, and Billy Jarvis (individual capacity). (Original Trial Style)

Court with Jurisdiction: United States 11th Circuit Court of Appeals, Atlanta, Georgia

Case Number: Case No. 09-11658-AA, Lower Court Case No. 3:04CV917-J-32TJC

Summary of Complaint: This is a civil rights complaint alleging that the Florida State Prison staff implemented an unwritten policy to use chemical agents to inflict corporal punishment on FSP inmates, maliciously and sadistically for the very purpose of causing harm and not in a good-faith effort to maintain or restore discipline. Plaintiffs alleged that this resulted in unjustified and excessive force against the inmate plaintiffs.

Amount of the Claim: The complaint seeks a declaratory judgment, injunctive relief, compensatory damages and punitive damages. The declaratory and injunctive relief sought includes a request for a court ordered injunction that places significant restrictions on the use of chemical agents at Florida State Prison.

Specific Law(s) Challenged: No state law is specifically challenged. The complaint claims a violation of Eighth Amendment to United States Constitution.

Status of the Case: The lawsuit was filed in September 2004, amended in November 2005, and again amended in February 2006. Mediation has been conducted. Plaintiffs have settled all monetary damage claims. The declaratory and injunctive relief claims remain. A non-jury trial was conducted in September 2008. In January, 2009, the District Court dismissed the claims of all but two of the Plaintiffs. For those two remaining Plaintiffs, Jeremiah Thomas and Michael McKinney, the court directed the Agency to get medical staff signoff prior to using chemical agents on them in non-spontaneous situations. The Final Judgment was appealed to the 11th Circuit Court of Appeals. The case was argued before the court on May 20, 2010. The court issued its opinion on August 20, 2010 affirming the decision of the trial court. A Motion for Rehearing and Rehearing En Banc is now pending before the appellate court.

Agency Attorney: The Agency is represented on appeal by the Solicitor General of Florida, Scott D. Makar, Esq., Office of the Attorney General, Dept of Legal Affairs, The Capitol PL-10 Tallahassee Florida 32399-1050.

Plaintiffs' Attorneys: Randall C. Berg, Jr., and Joshua Aaron Glickman of Florida Justice Institute, Miami; George E. Schulz, Jr., Marlysha Myrthil and Leon Fresco of Holland & Knight, Jacksonville; and Cassandra Capobianco, Christopher M. Jones, and Kristen Cooley Lentz, Florida Institutional Legal Services, Gainesville , Florida.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 10, 2010

Agency: Department of Corrections

Contact Person: Paul J. Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Tara Archer, et al. vs. Department Of Corrections, State of Florida, Defendant

Courts with Jurisdiction: United States District Court, Northern District of Florida; United States District Court, Middle District of Florida; and United States District Court, Southern District of Florida

Case Number: 4:09CV97-SMOAK-SHERRILL

Summary of Complaint: This is an action for damages brought by 123 Plaintiffs who are current or former employees of the Department wherein these employees were employed as nurses, classification officers, dental assistants, health support technicians, behavioral health specialists, psychology specialists, and as a chaplain. Each female employee was required, as a regular part of her duties, to provide care and other services to male inmates in close management custody. They allege on the basis of gender that each was adversely affected by the Department's continuing policy and pattern and practice of gender-based discriminatory treatment.

Amount of the Claim: The complaint seeks damages and attorneys fees.

Specific Law(s) Challenged: Title VII and Chapter 760 Florida Statutes. Complaint claims violation of the Eighth Amendment to U.S. Constitution.

Status of the Case: After the original case was severed geographically into six separate cases, one in the Northern District, three in the Middle District, and the remaining two in the Southern District of Florida, the cases were reduced from 123 Plaintiffs to 113. Depositions of each of the Plaintiffs were taken and extensive discovery was conducted by both sides. During court ordered mediation of one of the Southern District cases involving two Plaintiffs in May, the case was settled. In a subsequent mediation of the Northern District case on June 22, 2010, the parties entered into a global settlement of all remaining 111 Plaintiffs' claims for a fixed price per plaintiff. General releases have been received by the Division of Risk Management this month, the checks have been released to defense counsel, and the attorneys will meet to exchange the money for dismissal of all five remaining lawsuits later this month. **As a result, this case has been settled and it will be removed from the Agency Litigation Inventory next fiscal year.**

Agency Attorney: The Agency has been represented by two groups of attorneys dividing the case geographically, The North Florida team has been led by Laura Beth Faragasso, Esq., Henry, Buchanan, Hudson, Suber & Carter, P.A., P.O. Box 14079, Tallahassee, Florida 32317, and the South Florida team has been led by James O. Williams, Jr., Esq., Williams, Leininger & Cosby, P.A. 1555 Palm Beach Lakes Blvd., Suite 301, West Palm Beach, Florida 33401.

Plaintiffs' Attorneys: The Plaintiffs have been represented by John C. Davis, Esquire, Law Office of John C. Davis, 623 Broad Street Tallahassee, Florida 32303 and by C. Wes Pittman, Esquire, Pittman & Perry, 432 McKenzie Avenue, Panama City, Florida 32401

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 10, 2010

Agency: Department of Corrections

Contact Person: Paul J. Martin, Attorney Supervisor Phone: (850) 410-4410

Names of the Parties: Melanie Beckford, Susan Black, Tita De La Cruz, Charlene Fontneau, Linda Jones, Paula Lacroix, Joyce Meyer, Sushma Parekh, Donna Pixley, Vesna Poirier, Michelle Pollock, Lourdes Silvagnoli, Janet Smith, and Lee Wascher, Plaintiff's, vs. Department Of Corrections, State of Florida, Defendant

Court with Jurisdiction: United States District Court, Southern District of Florida

Case Number: 09-11540-G, Lower Case No. 06-14324-CIV-MARTINEZ-LYNCH

Summary of Complaint: This is an action for damages brought by the Plaintiffs who are former employees of the Department which hired these employees as nurses, a classification officer, and a physician. Each female employee was required, as a regular part of her duties, to provide care and other services to male inmates in close management custody. They allege on the basis of gender that each was adversely affected by the Department's continuing policy and pattern and practice of gender-based discriminatory treatment.

Amount of the Claim: The complaint seeks damages and attorneys fees.

Specific Law(s) Challenged: Title VII and Chapter 760 Florida Statutes. Complaint claims violation of the Eighth Amendment to U.S. Constitution.

Status of the Case: Jury Trial was held. The jury awarded each Plaintiff damages in the amount of \$45,000.00 to each plaintiff. The Court entered judgment for each of the Plaintiffs against the Defendant in the amount of \$45,000.00 with interest accruing on the judgment pursuant to 28 U.S.C. § 1961. The Department filed a Motion for New Trial. That motion is under consideration. The Plaintiffs' attorneys filed a Motion for Attorney Fees. That Motion was considered and remanded by the Court with directions that the Plaintiff resubmit a more accurate assessment. An appeal of the final judgment has been taken to the 11th Circuit Court of Appeals in Atlanta, Georgia. The appeal was briefed and oral argument took place on April 13, 2010. The three judge panel affirmed the final judgment in an opinion dated May 9, 2010. A petition for rehearing en banc was served on May 27, 2010 requesting that the entire court's judges take the case and hear it themselves en banc. The en banc petition is still pending before the 11th Circuit Court of Appeals.

Agency Attorneys: The Agency is represented by Carrie S. Leininger, Esq., and Dawn M. McMahon, Esq., Williams, Leininger & Cosby, P.A. 1555 Palm Beach Lakes Blvd., Suite 301, West Palm Beach, Florida 33401.

Plaintiffs' Attorneys: The Plaintiffs are represented by John C. Davis, Esquire, Law Office of John C. Davis, 623 Broad Street Tallahassee, Florida 32303 and by C. Wes Pittman, Esquire, Pittman & Perry, 432 McKenzie Avenue, Panama City, Florida 32401

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 10, 2010

Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Ross Jay Lawson, Plaintiff v. James McDonough Secretary of Department of Corrections and Department of Corrections

Court with Jurisdiction: Eleventh Circuit Court of Appeals, Atlanta, Georgia

Case Number: CASE NO.: 4:04CV105-MP/AK (District Court); 10-10619-A (Circuit Court of Appeals)

Summary of Complaint: This is an action for a declaratory judgment alleging a violation of civil rights related to the practice of Judaism. The Plaintiff is an Orthodox Jewish inmate who contends that the Department substantially burdens the exercise of his religion by denying him kosher diet, Maariv services, Havdalah, Tefillin, and Sukkot.

Amount of the Claim: Plaintiff seeks compensatory damages and punitive damages, and injunctive relief directing the Department to provide prepackaged kosher diet meals.

Specific Law(s) Challenged: Florida Religious Restoration Act of 1998.

Status of the Case: On May 16, 2008, the District Judge adopted the report and recommendation of the Magistrate Judge dismissing the complaint except as to the claim for a denial of kosher meals and except as to the finding that the Plaintiff's claim for denial of a sukkah and for observing the holiday of Sukkot was not fully exhausted. The matter was referred back to the magistrate judge. The plaintiffs counsel has withdrawn and the plaintiff is now pro-se. There is a possibility that four (4) other pending cases involving similar issues may be consolidated with this case after judicial review. Should the relief be granted, the cost to meet the dietary requirements would be devastating to the Department's food budget. For example, with regard to the Halal diet, the potential financial impact to feed approximately 3560 inmates would be \$10,727,955 related to initial equipment and construction costs and approximately \$2,277,690 in additional recurring (yearly) food costs. This population is expected to increase. Consequently additional costs would be prohibitive for the Department to implement and maintain. For the Jewish inmates, inmates who are Seventh Day Adventists, and for other inmates requiring kosher diets, it would require \$5475 per inmate per year, for a total cost of approximately \$38,982,000.00 per year. During the past fiscal year, evidence was adduced that showed the Plaintiff was eating non-kosher foods, declining to attend orthodox Jewish Morning Prayer services and rejecting offers to exclude him from work details on the Jewish Sabbath. Based upon this evidence, the District Court found that the Plaintiff was prosecuting his suit as a frivolous and malicious claim. The Court dismissed the case and directed the Department to enter sanctions against the Plaintiff for misrepresenting himself before the court while making misleading and false statements before the court. Plaintiff's appeal of the final judgment entered on December 2, 2009 is currently pending before the 11th Circuit Court of Appeals and is in the briefing stage.

Agency Attorney: The Agency is represented by Joy Stubbs, Office of the Attorney General, Dept of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399-1050.

Plaintiffs' Attorneys: The Plaintiff has been representing himself pro se since his attorney was allowed to withdraw pursuant to court order entered on July 30, 2008.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 10, 2010

Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Daniel Fetzer v. James McDonough and David Ellis

Court with Jurisdiction: Eleventh Circuit Court of Appeals, Atlanta, Georgia

Case Number: 4:07CV464/ES/WCS (District Court); 09-15684-H (11th Circuit Court of Appeals)

Summary of Complaint: Plaintiff states he is Jewish and alleges that the department's elimination of the Jewish Dietary Accommodation (JDA) program along with the Department's failure to provide him with Kosher meals violate his First Amendment Rights and the due process and equal protection clauses of the U.S. Constitution.

Amount of the Claim: Plaintiff seeks ten million dollars in damages and the reinstatement of the JDA program.

Specific Law(s) Challenged: First Amendment, Due Process Clause and Equal Protection Clause of the U.S. Constitution.

Status of the Case: The lawsuit is before the United States District Court in and for the Northern District of Florida. The magistrate judge issued a Report and Recommendation recommending that the Defendant's Motion for Summary Judgment be granted. The Plaintiff has filed objections to the Magistrate's Report and Recommendation. On September 29, 2009, the District Court issued an order adopting the report and recommendation. The Plaintiff appealed the District Court's decision to the Eleventh Circuit Court of Appeals and on March 9, 2010, the Eleventh Circuit dismissed the appeal for lack of prosecution. This case will be removed from the report for the next fiscal year.

Agency Attorney: The Agency is represented by Lance Neff, Office of the Attorney General, Dept of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399-1050.

Plaintiffs' Attorneys: Plaintiff is pro se.

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Significant Litigation Impacting Budget, Policy, or Agency Functions
September 10, 2010

Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Akeem Muhammad v. James Crosby

Court with Jurisdiction: Eleventh Circuit Court of Appeal, Atlanta, Georgia

Case Number: 4:05CV193/WS/WCS (District Court); 09-14943-E (Eleventh Circuit Court of Appeals)

Summary of Complaint: The plaintiff states he is an Orthodox Muslim. Of the three (3) counts that remain in the Fourth Amended Complaint, plaintiff contends that the Department's failure to provide him with a Halal diet violates the federal Religious Land Use and Institutionalized Persons Act (RLUIPA) and the free exercise clause of the First Amendment. He further alleges that the Department's failure to remove gold crowns from his teeth at his expense violates RLUIPA.

Amount of the Claim: The RLUIPA Halal diet claim against Secretary McNeil is for declaratory relief, injunctive relief, and nominal damages. The First Amendment Halal diet claim against Secretary McNeil is for declaratory and injunctive relief only. The official capacity RLUIPA gold crowns claim against Secretary McNeil is for declaratory and injunctive relief only.

Specific Law(s) Challenged: Religious Land Use and Institutionalized Persons Act (RLUIPA) and the First Amendment to the United States Constitution

Status of the Case: The Department filed a second summary judgment motion and supplemental motion for summary judgment. On July 6, 2009, district court has issued a judgment in favor of the Defendants. The Plaintiff appealed the case to the Eleventh Circuit Court of Appeals and that on July 21, 2010, the Eleventh Circuit issued an opinion upholding the District Court's decision. This case is considered closed. This case will be removed from the report for the next fiscal year.

Agency Attorney: The Agency is represented by Joy Stubbs, Office of the Attorney General, Dept of Legal Affairs, The Capitol, PL-01, Tallahassee, Florida 32399-1050.

Plaintiffs' Attorneys: Plaintiff is pro se.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 10, 2010

Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Cedric Jefferson v. Chaplain Naiman, Chaplain Medaris; Warden F. Mock; Assistant Warden Jim Witt; Chaplaincy Services Administrator Alex Taylor

Court with Jurisdiction: United States District Court, Northern District of Florida.

Case Number: 1:05CV127-MP/WCS

Summary of Complaint: The central claim of Plaintiff, who states he is a Hebrew Israelite prisoner, is that the Defendants failed to provide him with leaven-free vegetarian meals during religious holidays (Passover, the Feast of Unleavened Bread, and the observation of the High Holy Days) as required by his religious beliefs. Plaintiff also alleges that other similarly situated inmates had their religious beliefs accommodated by food services during the same holiday, such as the Jewish inmates' Passover meal.

Amount of the Claim: Plaintiff sought damages and injunctive relief; however, summary judgment was granted in favor of defendants on the issue of monetary damages.

Specific Law(s) Challenged: First Amendment and Equal Protection Clause of the U.S. Constitution.

Status of the Case: The lawsuit is before the United States District Court in and for the Northern District of Florida. The Defendants filed a Motion for Summary Judgment, which was granted in part, specifically as to all claims for monetary relief. Subsequent to the entry of the Partial Summary Judgment the case was remanded for further proceedings. Defendants filed a Memorandum of Law in support of dismissal of the remaining claims as moot. On or about June 29, 2009, the district court has issued an order dismissing the case for lack of jurisdiction. No appeal has been filed in the case. This case is considered closed and will be removed from the report for the next fiscal year.

Agency Attorney: The Agency is represented by Joy Stubbs, Office of the Attorney General, Dept of Legal Affairs, The Capitol, PL-01, Tallahassee Florida 32399-1050.

Plaintiffs' Attorneys: Plaintiff is pro se.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 10, 2010

Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Akeem Muhammad v. George Sapp, D.A. Colon, R.J. Poccia, Wendell Whitehurst, James Upchurch, Secretary DOC, Randall Bryant, Walter McNeil

Court with Jurisdiction: United States District Court, Middle District of Florida

Case Number: 2:07-CV-00740-UA-DNF

Summary of Complaint: In his second amended complaint, plaintiff, who states he is a practicing Orthodox Sunni Muslim, claims that the Department's shaving policy and forced shave policy violates the Religious Land Use and Institutionalized Persons Act (RLUIPA). Plaintiff also claims that the Department's application of the forced shave policy constitutes cruel and unusual punishment. This claim stems from the allegedly unprovoked use of chemical agents on plaintiff and imposition of alleged disciplinary sanctions against him for prior refusals to shave. Additionally, plaintiff claims that the defendants' failure to accommodate him in his religious practices, including dietary requirements, during Ramadan is in violation of RLUIPA and the First Amendment of the U.S. Constitution.

Amount of the Claim: Plaintiff claims an unspecified amount of nominal, punitive and compensatory damages. Plaintiff also claims declaratory and injunctive relief.

Specific Law(s) Challenged: Religious Land Use and Institutionalized Persons Act (RLUIPA); First Amendment and Eighth Amendment (Cruel and Unusual Punishment Clause) of the U.S. Constitution.

Status of the Case: The lawsuit is before the United States District Court in and for the Middle District of Florida. The Defendants filed a motion for summary judgment seeking dismissal of the Plaintiff's claims. On August 26, 2010, the District Court issued an order granting Defendants' motion for summary judgment.

Agency Attorney: The Agency is represented by Yvette Acosta-Macmillan, Office of the Attorney General, Suite 501, E. Kennedy Blvd, Tampa, Florida 33602.

Plaintiffs' Attorneys: Plaintiff is pro se.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 10, 2010

Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Freddie Alan Henderson v. Officer Bettus; Officer Langenbrunner

Court with Jurisdiction: United States District Court, Middle District of Florida

Case Number: 2:07-CV-97-FTM-34DNF/2:09cv00149-UA-DNF

Summary of Complaint: Plaintiff, who states that he is an observant Muslim, claims that defendants refused to give to him his dietary restricted bag lunch on October 11, 2006, so that he could break his Ramadan fast and pray at the appropriate time and that defendant Bettus denied him access into his cell on October 9, 2006, to pray at the appropriate time during Ramadan. Plaintiff also alleges that Defendant Langenbrunner refused to accept his outgoing legal mail in retaliation for plaintiff filing an earlier grievance against Langenbrunner, which was approved.

Amount of the Claim: Plaintiff seeks a declaratory judgment that his constitutional rights were violated, nominal damages in the amount of \$1.00 against each defendant and punitive damages.

Specific Law(s) Challenged: First Amendment Free Exercise of Religion clause and First Amendment free speech/retaliation clause of the U.S. Constitution.

Status of the Case: The lawsuit is before the United States District Court in and for the Middle District of Florida. The District Court has severed the case and the individual defendants are being tried separately. Both defendants filed summary judgment motions. On April 2, 2010, in case number 2:09cv149, the District Court issued an order granting the Defendant's motion for summary judgment. On April 5, 2010, in case number 2:07cv97, the District Court issued an order granting the Defendant's motion for summary judgment. The Plaintiff has not filed an appeal in either of these cases. The cases are considered closed.

Agency Attorney: Defendant Bettus is represented by Yvette Acosta-Macmillan, Office of the Attorney General, Suite 501, E. Kennedy Blvd, Tampa, Florida 33602. Defendant Langenbrunner is represented by Stefanie Dullard of Vernis & Bowling, P.A., 2369 West First Street, Fort Myers, Florida 33309.

Plaintiffs' Attorneys: Plaintiff is pro se.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 10, 2010

Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Joy Perry, doing business as Freedom Through Christ Prison Ministry and Prison Pen Pals and Writeaprisoner.com, Inc. v. Milton Hicks, Warden, Union Correctional Institution; Randall Bryant, Warden, Florida State Prison; Brian Riedl, Warden, Lowell Correctional Institution; and Walter A. McNeil, Secretary, Florida Department of Corrections

Court with Jurisdiction: United States District Court of Florida, Middle District

Case Number: 3:09cv-403-J-34

Summary of Complaint: Plaintiff is the director of a prison ministry group challenging the Department's pen-pal rule alleging that the rule violates the right to communicate.

Amount of the Claim: The complaint seeks a declaratory judgment and injunctive relief.

Specific Law(s) Challenged: No state law is specifically challenged. The complaint claims violations of the Religious Land Use and Institutionalized Persons Act (RLUIPA), and the First and Fourteenth Amendments to the US Constitution.

Status of the Case: Defendants filed a Motion to Dismiss that was denied by the court. Both Plaintiff and Defendants have filed motions for summary judgment that are still pending before the court.

Agency Attorney: The Defendants are currently being represented by Joe Belitzky and Lance Neff of the Office of the Attorney General, Dept of Legal Affairs, The Capitol PL-01, Tallahassee, Florida 32399-1050.

Plaintiffs' Attorneys: Plaintiff is represented by Randall C. Berg, Jr. and Joshua Glickman, Florida Justice Institute, Inc., 4320 Bank of America Tower, 100 S.E. Second Street, Suite 4320, Miami, Florida 33131.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 10, 2010

Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Daniel R. Lonergan v. Don Davis, Warden, Columbia Correctional Institution

Court with Jurisdiction: Third Judicial Circuit Court, Columbia County, Florida

Case Number: 09-283-CA

Summary of Complaint: Plaintiff alleges that Columbia Correctional Institution is not in compliance with Department of Health rules in Chapter 64E-26, F.A.C., governing health and sanitation conditions in state and local detention facilities and seeking an injunction to compel compliance. Plaintiff also claims that Columbia Correctional Institution is not in compliance with Section 944.023, Florida Statutes, as to capacity limitations, not enough toilets or showers to accommodate all the inmates' needs, and that the spacing of the bunks is less than required by Department of Health rules.

Amount of the Claim: The complaint seeks declaratory and injunctive relief.

Specific Law(s) Challenged: No state law is specifically challenged. The complaint claims a violation of Section 944.023, Florida Statutes.

Status of the Case: On February 16, 2010, the Plaintiff filed a notice of voluntary dismissal. On February 23, 2010, the court issued an order granting dismissal of the case. This case will be removed from the report for the next fiscal year.

Agency Attorney: The Defendant is currently being represented by Susan Maher, Office of the Attorney General, Dept of Legal Affairs, The Capitol PL-01, Tallahassee, Florida 32399-1050.

Plaintiffs' Attorneys: Plaintiff is pro se.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 10, 2010

Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Town of Century v. State of Florida, Department of Corrections

Court with Jurisdiction: Second Judicial Circuit Court, Leon County, Florida

Case Number: 2010 CA 000846

Summary of Complaint: Plaintiff, Town of Century, a Florida Municipal Corporation, filed a complaint stating that under a written contract between the parties that charges for water and waste water utility services provided by the town were based upon monthly volume of potable water consumed or utilized with a minimum charge of \$24,400.00 monthly which covered up to the first six million gallons each month. The agreement further provided that the Department was to pay an additional sum up to \$3.40 for each additional thousand gallons (excess use charges). Plaintiff claims that the Department failed to pay the excess charges until recently and still owes \$284,444.68, along with interest of \$3,982.76 as of February 27, 2009 which continues to accrue at the rate of \$63.37 a day.

Amount of the Claim: The complaint seeks compensatory damages.

Specific Law(s) Challenged: No state law is specifically challenged.

Status of the Case: Defendant filed a Motion to Abate and Transfer for Improper Venue, Motion to Dismiss Plaintiff's Complaint for Failure to State a Cause of Action and Failure to Comply with Fla R. Civ. P. 1.130, and Motion for More Definite Statement and these motions are currently pending in court. The venue issue was resolved in our favor and the case has been transferred to the Circuit Court in Leon County, Florida. Plaintiff has retained local counsel as co-counsel in the case. The case has not moved procedurally since it was transferred to Leon County this past spring.

Agency Attorney: The Agency is currently being represented by Jon Whitney of the Office of the Attorney General, Dept of Legal Affairs, The Capitol PL-01, Tallahassee, Florida 32399-1050.

Plaintiffs' Attorneys: Plaintiff is represented by Michael P. Spellman, Esq., Sniffen & Spellman, P.A., 211 East Call Street, Tallahassee, Florida 32301, and Matt E. Dannheisser, Esq., 504 North Baylen Street, Pensacola, Florida 32501.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
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Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Louis Christie, Della Christie, William J. Sheppard, and Florida Justice Institute, Inc. v. Florida Department of Corrections

Court with Jurisdiction: Florida Division of Administrative Hearings

Case Number: 09-2312-RP

Summary of Complaint: Plaintiffs/Petitioners challenges proposed Rule 33-401.701. The purpose of the proposed rule is to provide one location for all provisions related to maintenance of and access to inmate medical and substance abuse clinical files.

Amount of the Claim: Plaintiffs seek to have proposed Rule 33-401.701, determined invalid.

Specific Law(s) Challenged: No state law is specifically challenged.

Status of the Case: Plaintiffs filed a Motion for Summary Final Order on or about August 28, 2009, which was subsequently denied on or about September 14, 2009. A final hearing on the rule challenge was held on September 17-18, 2009 and the parties were given thirty days from October 5, 2009 to file proposed Final Orders with the Administrative Law Judge. On November 2, 2009, the administrative law judge found that subsections 10(h) and 10(i) of proposed rule 33-401.701, Florida Administrative Code, were invalid exercises of delegated legislative authority because they were impermissibly vague pursuant to Section 120.52(8)(d), F.S. After this ruling, the attorney's fees portion of the case was subsequently settled and the case closed. This case will be removed from the report for the next fiscal year.

Agency Attorney: The Agency is currently being represented by Timothy Dennis of the Office of the Attorney General, Dept of Legal Affairs, The Capitol PL-01, Tallahassee, Florida 32399-1050.

Plaintiffs' Attorneys: Petitioners are represented by R. Terry Rigsby, Carlton Fields, P.O. Drawer 190, Tallahassee, Florida 32302, and Randall C. Berg and Joshua A. Glickman, Florida Justice Institute, Inc., 4320 Bank of America Tower, 100 S.E. Second Street, Miami, Florida 33131.

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Significant Litigation Impacting Budget, Policy, or Agency Functions
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Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: City of Miami v. Trustees of the Internal Improvement Trust Fund of Florida, State of Florida, Department of Transportation, State of Florida, Department of Corrections, and Florida Department of Highway Safety and Motor Vehicles

Court with Jurisdiction: Second Judicial Circuit Court, Leon County, Florida

Case Number: 09-51874-CA-08, case number to be modified when case is transferred to Leon County.

Summary of Complaint: Plaintiff alleges that Defendants have created a public nuisance. The Plaintiff claims that Defendants have allowed individuals to take up permanent residence under the Julia Tuttle Causeway without basic necessities of life and the sexual offenders/predators who reside there are violating the city ordinance.

Amount of the Claim: The complaint seeks injunctive relief.

Specific Law(s) Challenged: No state law is specifically challenged. The complaint claims a violation of Section 37-7 (c)(1), Miami Code.

Status of the Case: Defendants filed a Motion to Transfer on Improper Venue and Motion to Dismiss for Failure to State a Cause of Action. Following a hearing held on August 13, 2009 regarding the Motion to Transfer and Plaintiff's Motion for Emergency Status Conference, the court entered an order denying a change in venue to Leon County. The Defendants filed a notice of appeal in the Third District Court of Appeal, appealing the order denying change of venue. The 3rd District Court of Appeals reversed the trial court and instructed that the case be transferred to the 2nd Judicial Circuit in and for Leon County, Florida as the proper venue. To date, the case has not yet been transferred by Plaintiff to Leon County. Since the case was never transferred to Leon County, and other measures taken to reduce the number of individuals living under the Julia Tuttle Causeway, this matter is considered closed. This case will be removed from the report for the next fiscal year.

Agency Attorney: The Agency is currently being represented by Jon Glogau of the Office of the Attorney General, Dept of Legal Affairs, The Capitol PL-01, Tallahassee, Florida 32399-1050. Department of Transportation is represented by Adam Brand, 605 Suwanee Street, MS-58, Tallahassee, Florida 32399-0458. Florida Department of Highway Safety and Motor Vehicles is represented by Robin F. Lotane, 2900 Apalachee Parkway #A-432, Tallahassee, Florida 32399.

Plaintiffs' Attorneys: Plaintiff is represented by Julie O. Bru, Warren Bittner, Henry J. Hunnefeld, and John A. Greco, Miami Riverside Center, Suite 945, 444 SW 2nd Avenue, Miami, Florida 33130. Counsel for Miami-Dade County is Thomas W. Logue, 111 NW 1st Street, Suite 2810, Miami, Florida 33128.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 10, 2010

Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Dwight Thomas Eaglin v. David Pridgen, Randall Bryant, and James McDonough

Court with Jurisdiction: United States District Court, Middle District of Florida, Jacksonville Division

Case Number: 3:08cv880-J-25HTS

Summary of Complaint: Plaintiff claims that his continued placement on maximum management and the heightened security associated with said status violated his due process rights.

Amount of the Claim: The complaint seeks injunctive relief and compensatory and nominal damages.

Specific Law(s) Challenged: No state law is specifically challenged. The complaint claims a violation of the Eighth and Fourteenth Amendments to the US Constitution.

Status of the Case: Defendants' Motion to Dismiss the Amended Complaint was denied by the court on or about September 30, 2009. On March 2, 2010, the Defendants filed an answer to the complaint. At this time, the parties are engaging in discovery.

Agency Attorney: The Agency is currently being represented by Susan Maher and Lance Neff of the Office of the Attorney General, Dept of Legal Affairs, The Capitol PL-01, Tallahassee, Florida 32399-1050.

Plaintiffs' Attorneys: Plaintiff is represented by Daniel K. Bean and Marlysha Myrthil, Holland & Knight LLP, 50 North Laura Street, Suite 3900, Jacksonville, Florida 32202.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 10, 2010

Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Glen Floyd v. Walter A. McNeil, Secretary, Florida Department of Corrections; Randall Bryant, Warden, Florida State Prison; Marvin Davis, Food Service Director

Court with Jurisdiction: United States District Court, Middle District of Florida, Jacksonville Division

Case Number: 3:09cv447-J-32-JRK

Summary of Complaint: Plaintiff claims that the vegan meal served by the Agency's Institutional Support Services is not sufficient to satisfy his religious beliefs as a Muslim.

Amount of the Claim: The complaint seeks injunctive relief and nominal damages.

Specific Law(s) Challenged: No state law is specifically challenged. The complaint claims a violation of the First Amendment to the US Constitution.

Status of the Case: Defendant's filed a motion to dismiss and the Plaintiff filed a motion for summary judgment. On August 2, 2010, the District Court granted the Defendants' motion to dismiss with prejudice and denied the Plaintiff's motion for summary judgment.

Agency Attorney: The Agency is currently being represented by Lance Neff of the Office of the Attorney General, Dept of Legal Affairs, The Capitol PL-01, Tallahassee, Florida 32399-1050.

Plaintiffs' Attorneys: Plaintiff is pro se.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 10, 2010

Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Robert C. Wells v. James Scott Thayer, in his official capacity as Medical Executive Director of Health Services, Region Two of the Florida Department of Corrections; Sandeep R. Rahangdale, in his official capacity as Deputy Secretary of Health Services of the Florida Department of Corrections; and Walter A. McNeil, in his official capacity as Secretary of the Florida Department of Corrections

Court with Jurisdiction: United States District Court, Middle District of Florida, Jacksonville Division

Case Number: 3:09-cv-00889-TJC-MCR

Summary of Complaint: Plaintiff alleges that he was inappropriately treated for Hepatitis C.

Amount of the Claim: The complaint seeks injunctive relief.

Specific Law(s) Challenged: No state law is specifically challenged. The complaint claims a violation of the Eighth Amendment of the US Constitution.

Status of the Case: Plaintiff filed a Motion for Preliminary Injunctive Relief along with the complaint. The court ordered the Defendants to respond to the motion. On September 23, 2009, the court denied the Plaintiff's Motion for Preliminary Injunctive Relief. On July 21, 2010, the Plaintiff's filed a notice of voluntary dismissal. On July 22, 2010, the District Court issued an order dismissing the case without prejudice. This case will be removed from the report for the next fiscal year.

Agency Attorney: The Agency is currently being represented by Susan Maher and Jonathan Sanford of the Office of the Attorney General, Dept of Legal Affairs, The Capitol PL-01, Tallahassee, Florida 32399-1050.

Plaintiffs' Attorneys: Plaintiff is represented by Randall C. Berg, Jr. and Joshua Glickman, Florida Justice Institute, Inc., 4320 Bank of America Tower, 100 S.E. 2nd Street, Suite 4320, Miami, Florida 33131 and Shawn A. Heller, 200 S. Biscayne Blvd., Suite 2500, Miami, Florida 33131-5340.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 10, 2010

Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Cedric Arnez v. Florida Department of Corrections, Inc., Its Corporate Officers, J. Willis, DBA Warden, Alfonso Perkins, DBA Assistant Warden for Programs, Alex Lam, DBA Chaplain Supervisor, Dora I. Jurado, DBA Food Service Director, @ Everglades Correctional Institution, Inc., in their Official and Individual Capacity

Court with Jurisdiction: United States District Court, Southern District, Miami Division

Case Number: 10-CV-21102 JORDAN

Summary of Complaint: Plaintiff alleges that he cannot sincerely practice his Jewish faith because no facility provides kosher food and drinks.

Amount of the Claim: The complaint seeks injunctive relief, compensatory and punitive damages.

Specific Law(s) Challenged: No state law is specifically challenged. The complaint claims a violation of the First and Fourteenth Amendment of the US Constitution, and Religious Land Use and Institutionalized Persons Act (RLUIPA).

Status of the Case: Defendant filed a motion to dismiss in this case. On August 4, 2010, the Magistrate Judge issued a report and recommendation recommending that the motion to dismiss be denied. On August 25, 2010, the District Judge issued an order adopting the report and recommendation.

Agency Attorney: The Agency is currently being represented by Kiernan Moylan of the Office of the Attorney General, Dept of Legal Affairs, 110 S.E. 6th Street, 10th Floor, Ft. Lauderdale, Florida 33301.

Plaintiffs' Attorneys: Plaintiff is pro-se.

Schedule VII: Agency Litigation Inventory
Significant Litigation Impacting Budget, Policy, or Agency Functions
September 10, 2010

Agency: Department of Corrections

Contact Person: Paul Martin, Attorney Supervisor Phone: (850) 410-4011

Names of the Parties: Douglas Marshall v. Florida Department of Corrections, Inc., Its Corporate Officers, J. Willis, DBA Warden, Alfonso Perkins, DBA Assistant Warden for Programs, Alex Lam, DBA Chaplain Supervisor, Dora I. Jurado, DBA Food Service Director, @ Everglades Correctional Institution, Inc., in their Official and Individual Capacity

Court with Jurisdiction: United States District Court, Southern District, Miami Division

Case Number: 10-CV-21101 GOLD

Summary of Complaint: Plaintiff alleges that he cannot sincerely practice his Jewish faith because no facility provides kosher food and drinks.

Amount of the Claim: The complaint seeks injunctive relief, compensatory and punitive damages.

Specific Law(s) Challenged: No state law is specifically challenged. The complaint claims a violation of the First and Fourteenth Amendment of the US Constitution, and Religious Land Use and Institutionalized Persons Act (RLUIPA).

Status of the Case: Defendant filed a motion to dismiss in this case. The court has not issued a final ruling on the motion to dismiss.

Agency Attorney: The Agency is currently being represented by Kiernan Moylan of the Office of the Attorney General, Dept of Legal Affairs, 110 S.E. 6th Street, 10th Floor, Ft. Lauderdale, Florida 33301.

Plaintiffs' Attorneys: Plaintiff is pro-se.

Department of Corrections 70
 Chief of Staff 20
 Support Services 20
 Field Support Services 11
 Mail & Copy Center 11-01
 Safety & Environmental Health 11-03

FIELD SUPPORT SERVICES - CENTRAL OFFICE

Submitted 7-18-07
 Verified By: Christie Green
 Effective Date 7-27-07

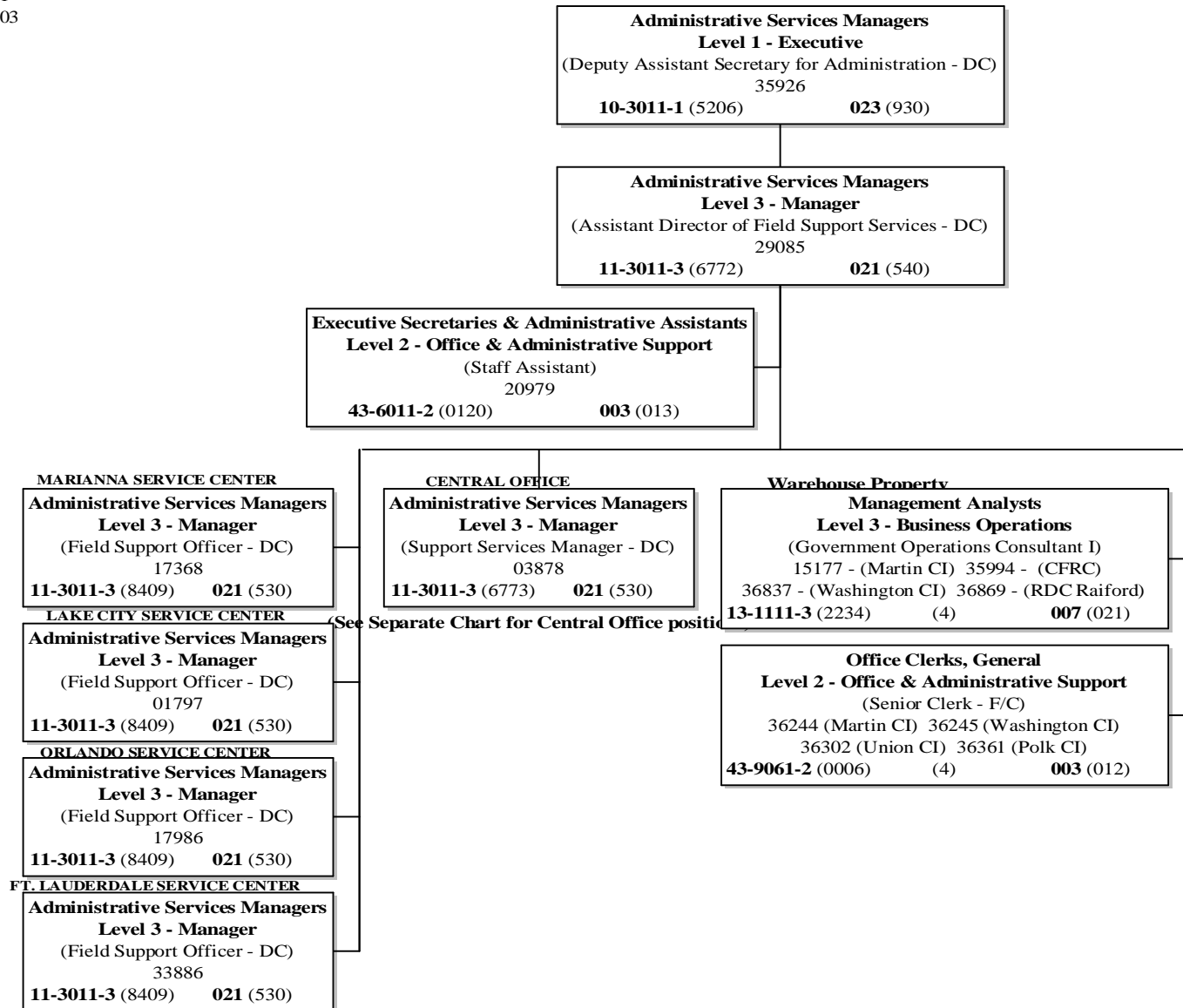
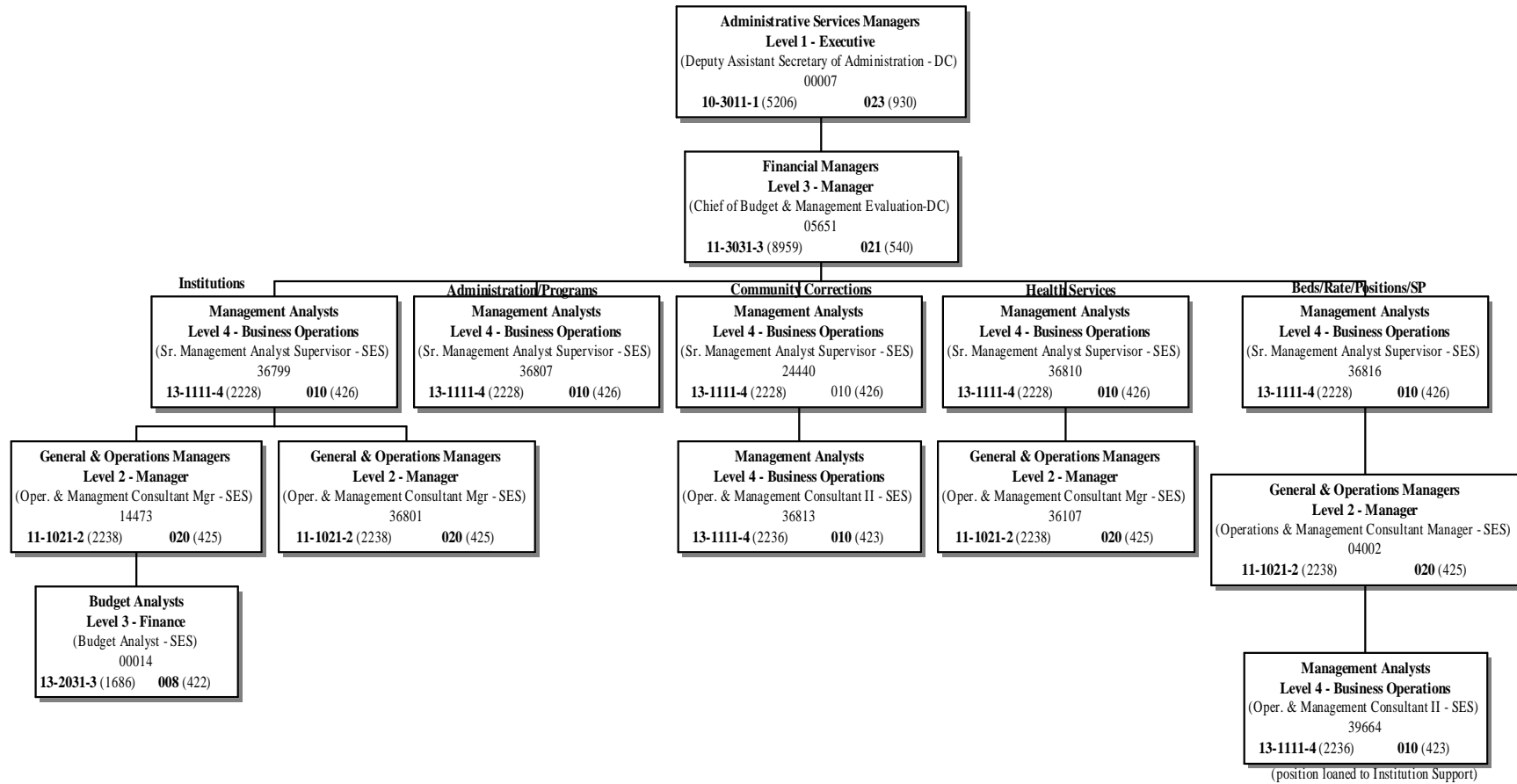


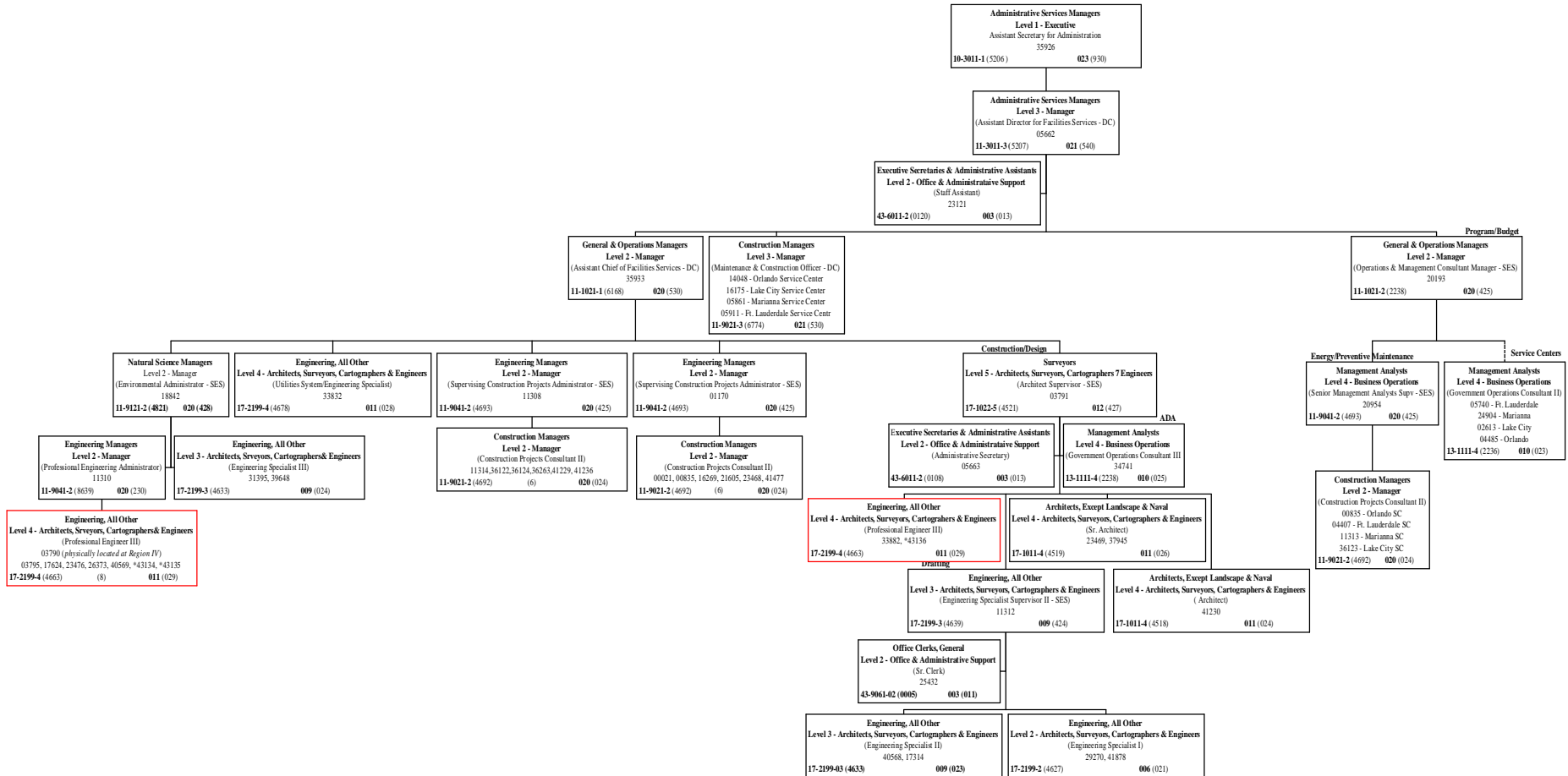
Chart separated to separate field positions from Central Office positions effective 6-1-07

Budget & Management Evaluation Central Office



Deleted positions 05952 - Management Analyst I and position 36817 - Operations & Management Consultant II - SES effective 7-1-08

CENTRAL OFFICE
 FACILITIES SERVICES

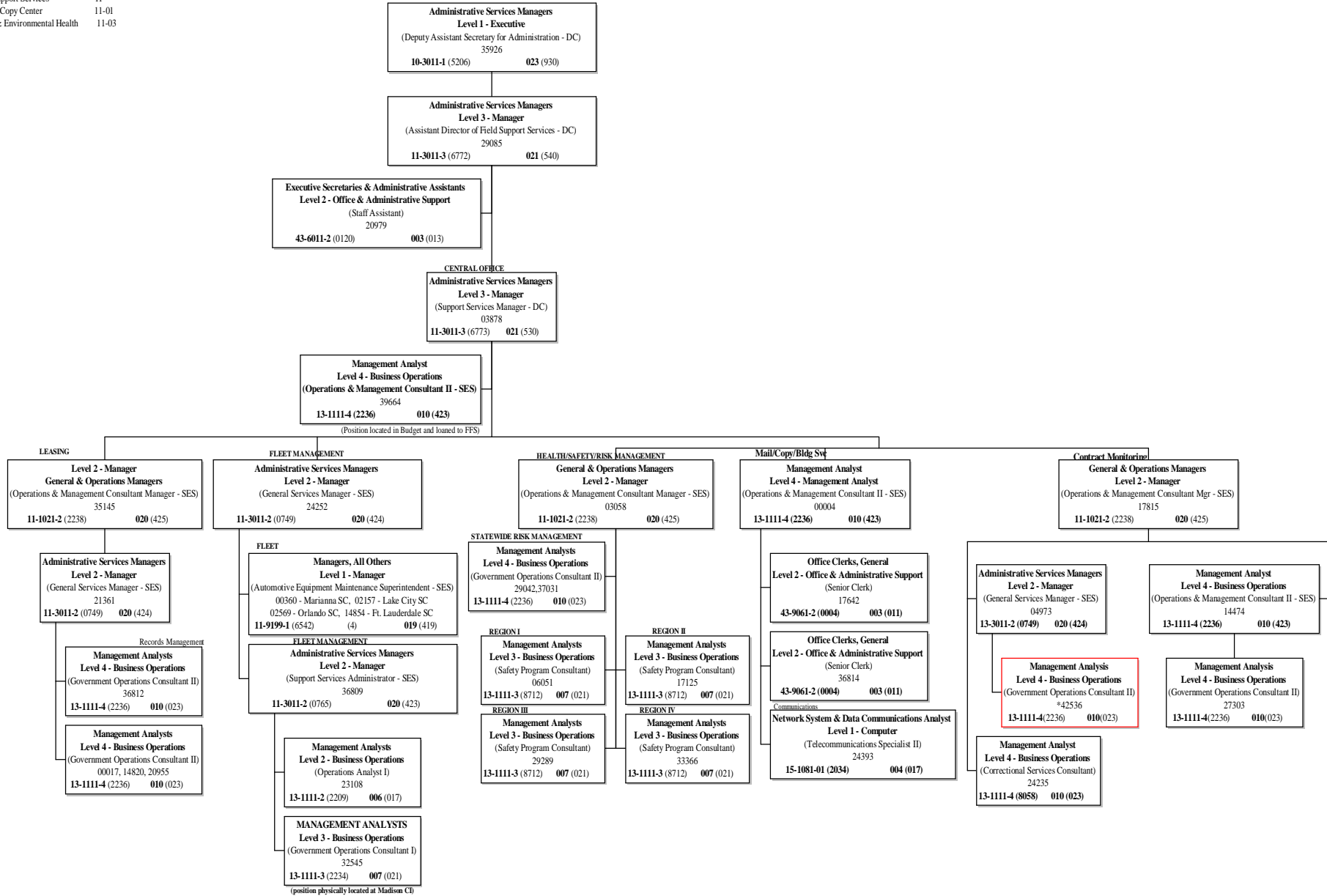


Established 3 Professional Engineer III positions 43134, 43135, 43136 effective 8-21-09

Department of Corrections 70
 Chief of Staff 20
 Support Services 20
 Field Support Services 11
 Mail & Copy Center 11-01
 Safety & Environmental Health 11-03

FIELD SUPPORT SERVICES - CENTRAL OFFICE

Submitted 8-17-09
 Verified By: Christie Green
 Effective Date: 7-10-09

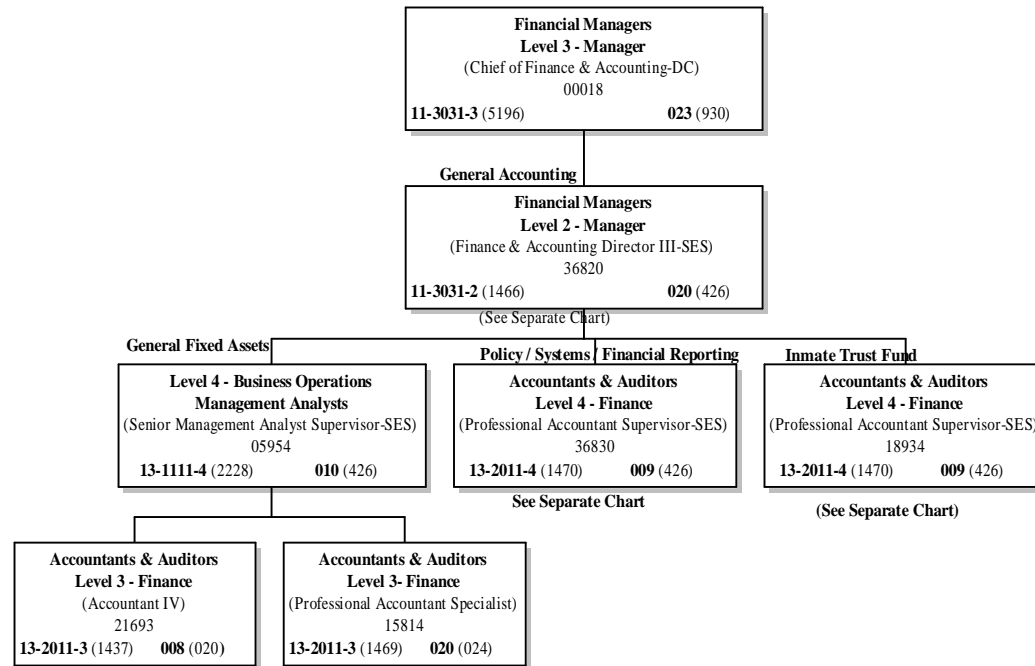


Position 42536 - Government Operations Consultant II - established effective 7-10-09

Department of Corrections 70
 Chief of Staff 20
 Administration 10
 Finance & Accounting 10
 Financial Reporting 03

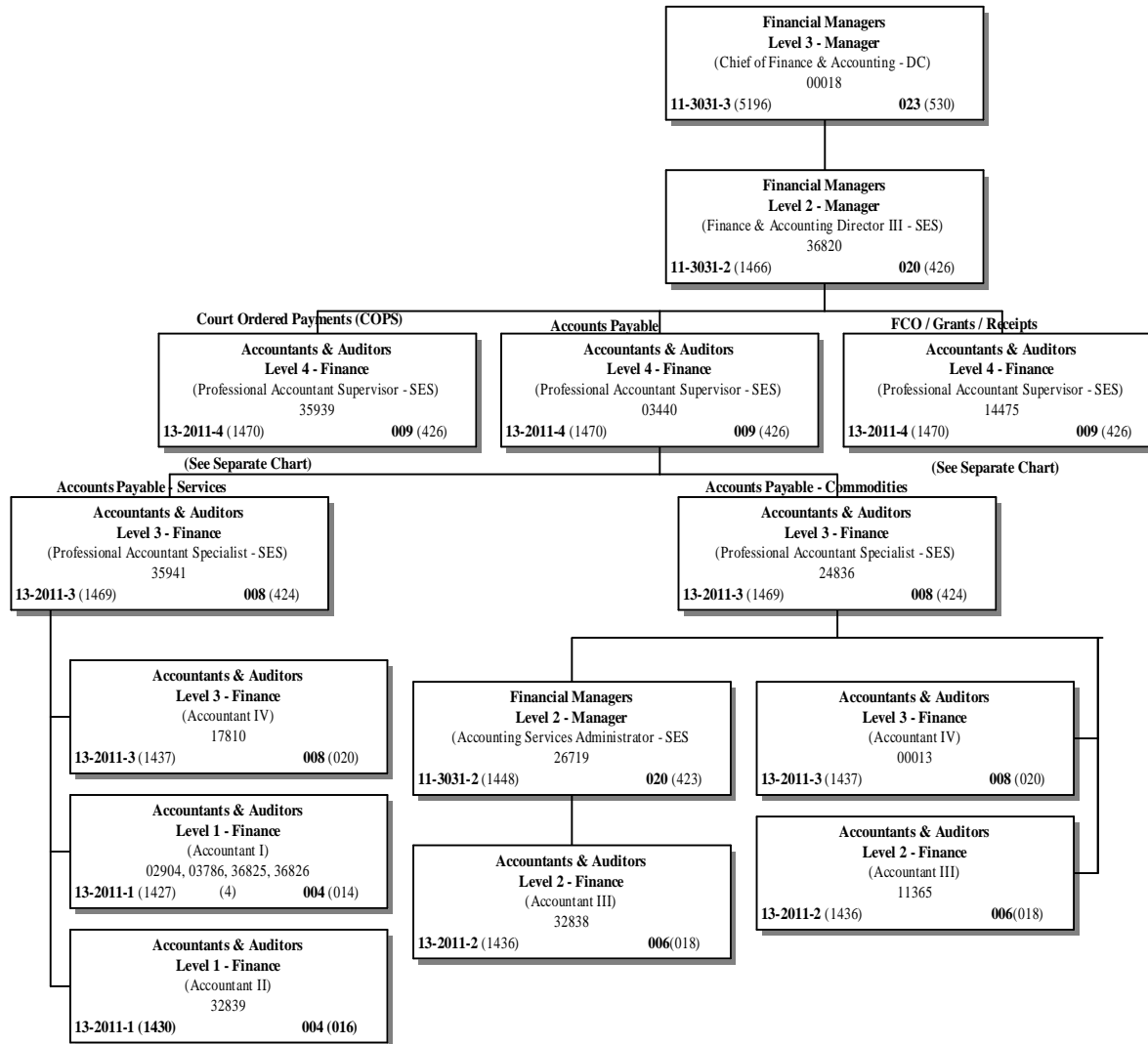
Central Office Finance & Accounting: Property

Submitted: 7-15-08
 Verified by: Christie Green
 Effective Date: 7-1-08



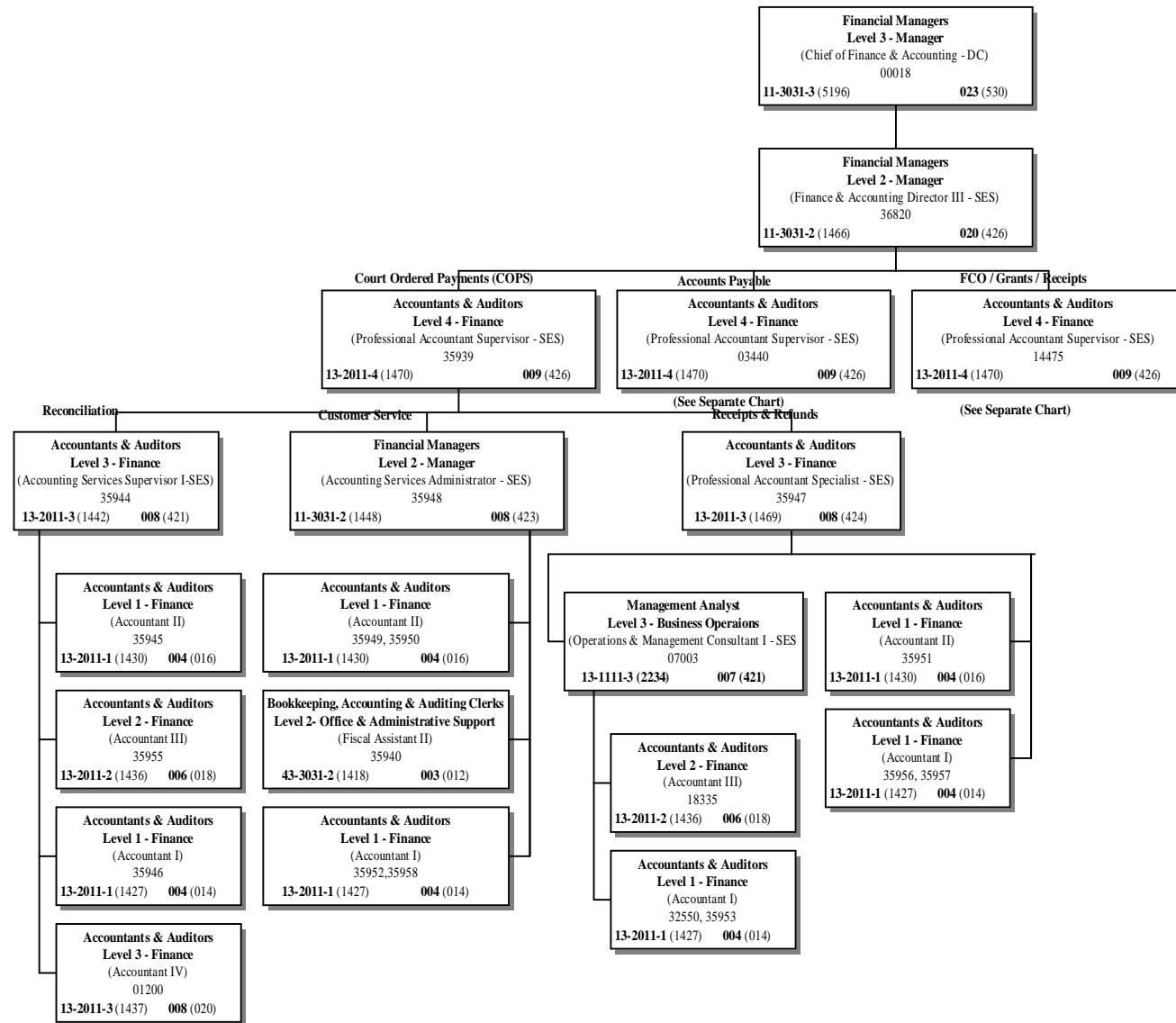
Deleted Accounting Services Administrator position 05167 and Finance & Accounting Director III position 36819 effective 7-1-08

Central Office Finance & Accounting
Accounts Payable / COPS / FCO, Grants, Receipts
Chart 2 of 3 (Accounts Payable)



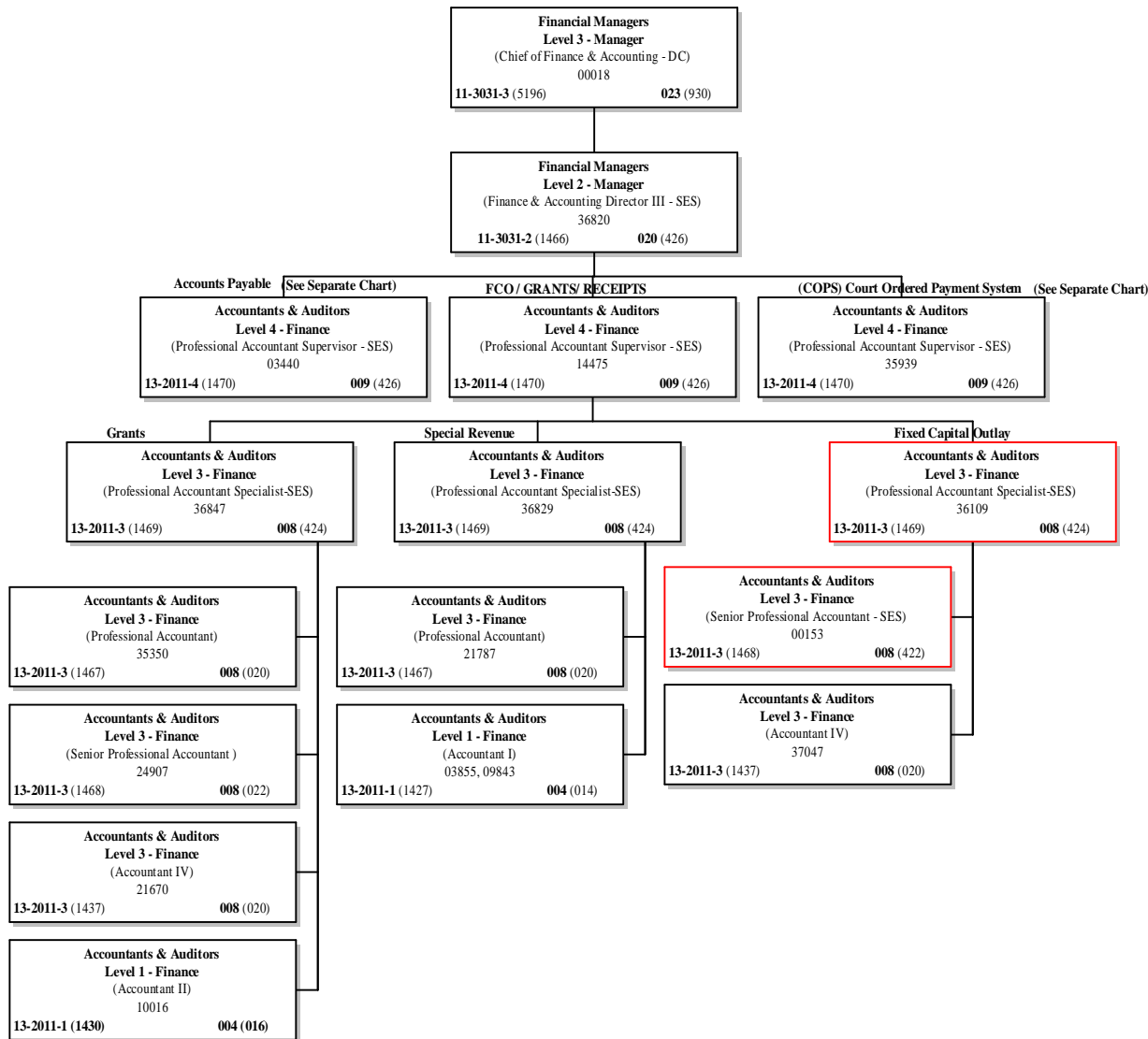
Position 00019 - Senior Professional Accountant deleted effective 7-24-09
 Position 35246 - Accountant I deleted effective 7-24-09

Central Office Finance & Accounting
Accounts Payable / COPS / FCO, Grants, Receipts
Chart 1 of 3 (COPS)



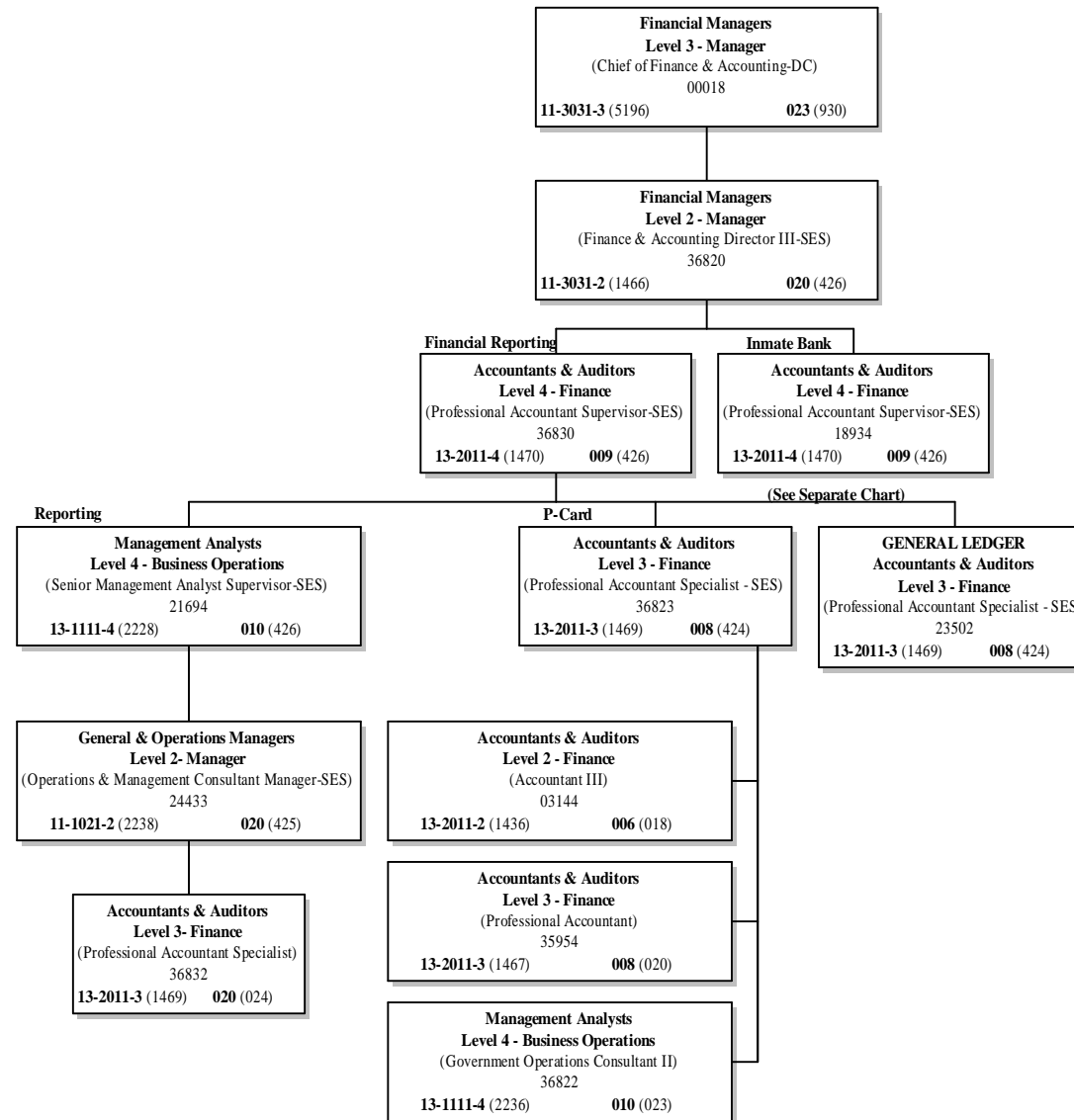
Deleted Fiscal Assistant II positions 35942 and 35953 effective 7-1-08

Central Office/Finance & Accounting:
Accounts Payable / COPS / FCO, Grants, Receipts
 Chart 3 of 3



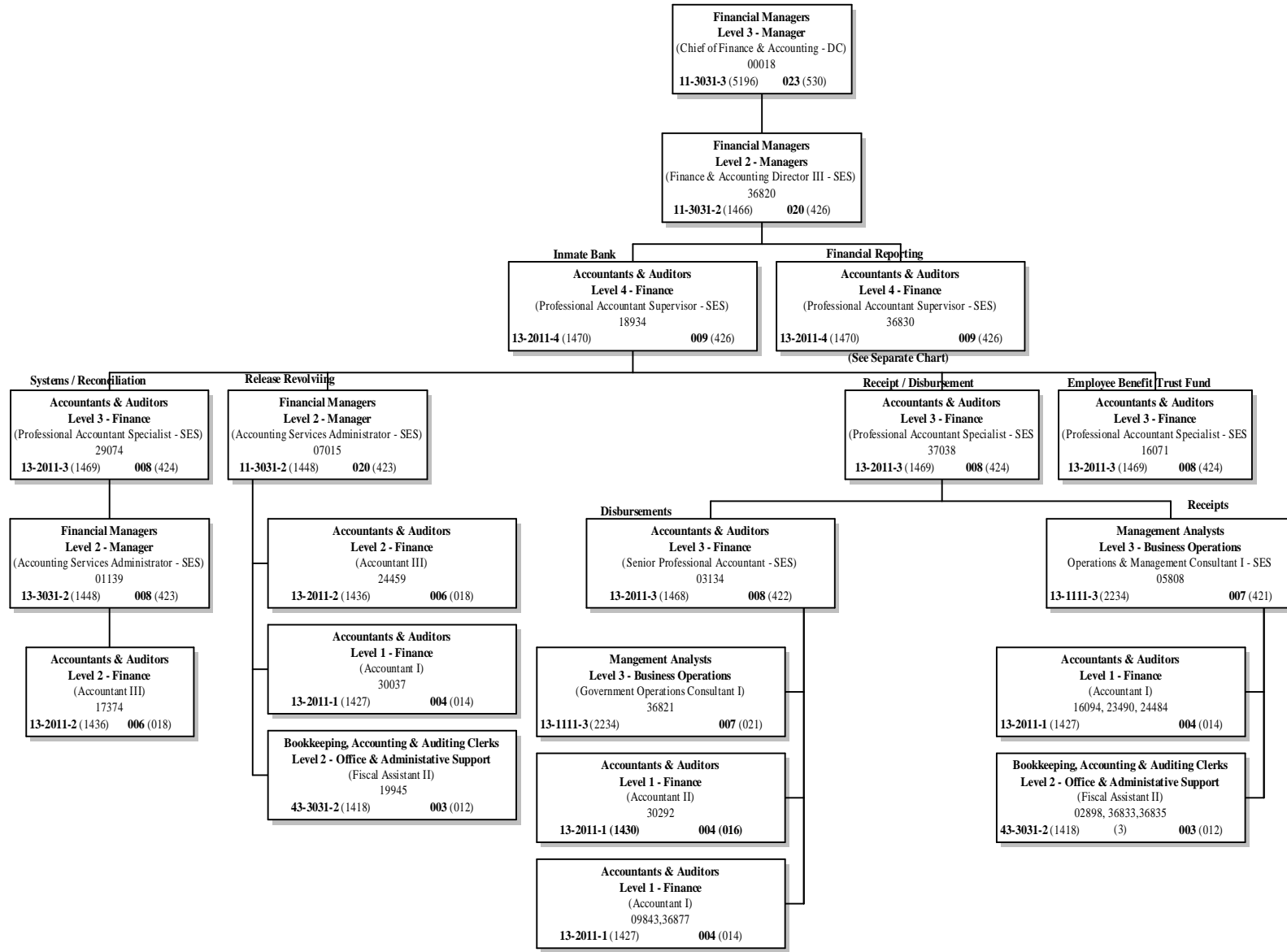
Position 36109 - Reclassified from a Government Operations Consultant III - SES to a Professional Accountant Specialist - SES and transferred from the Office of Administration, effective 4-3-09
 Position 00153 - Supervisor changed from position 14475 to 36847 effective 4-3-09

Central Office Finance & Accounting: Financial Reporting



Position 24340 - OMC Manager - SES deleted effective 7-24-09

**Central Office Finance & Accounting
 Inmate Bank**

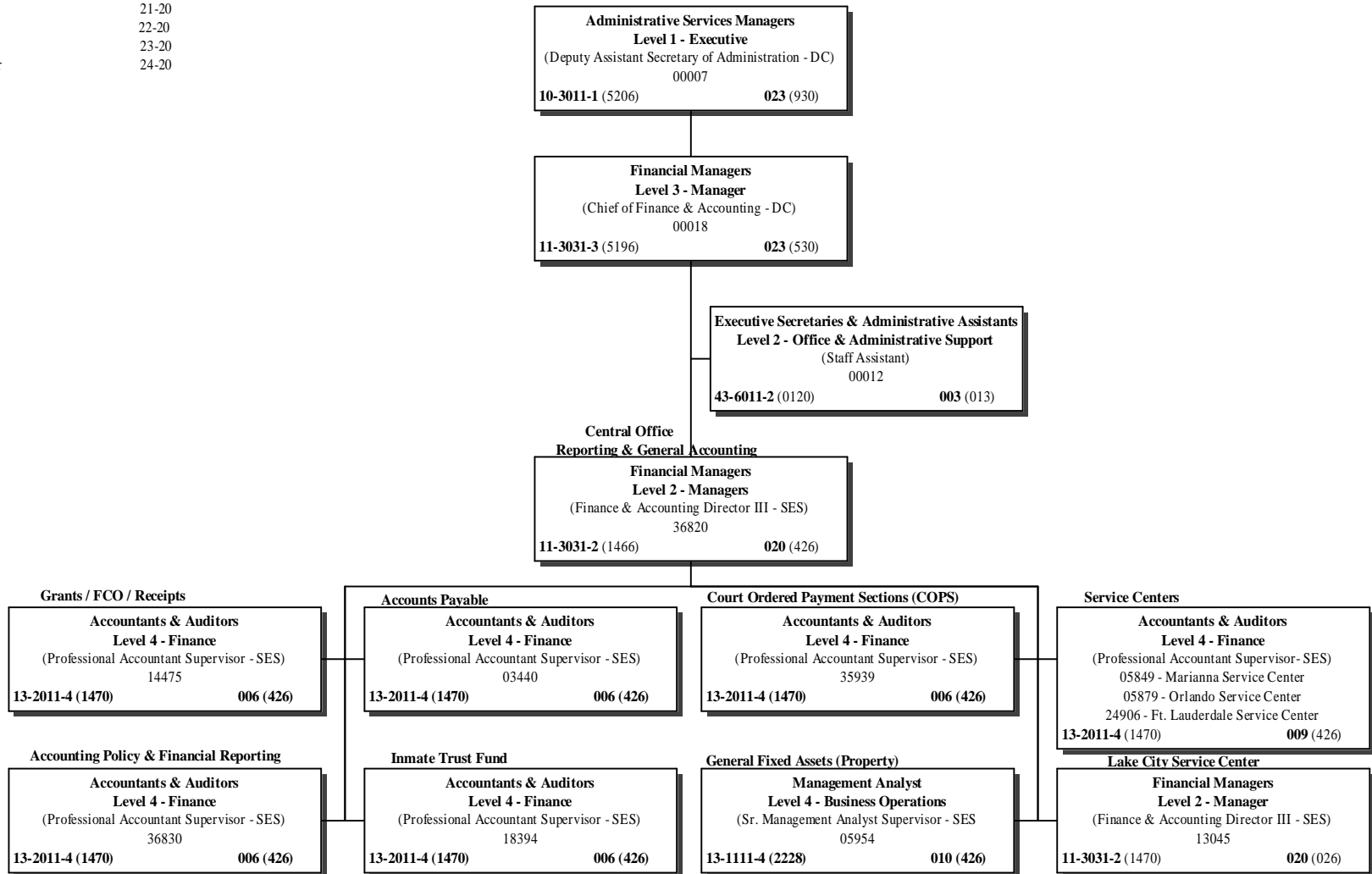


Deleted position 17122 and 29511 - Accountant IV and Finance & Accounting Director III position 36819 effective 7-1-08

Department of Corrections	70
Chief of Staff	20
Administration	10
Finance & Accounting	10
SERVICE CENTER - FINANCIAL SERVICES	
Marianna Service Center	21-20
Lake City Service Center	22-20
Orlando Service Center	23-20
Ft. Lauderdale Service Center	24-20

Bureau of Finance & Accounting: CENTRAL OFFICE OVERVIEW

Submitted: 7-15-08
 Verified by: Christie Green
 Effective Date: 7-1-08

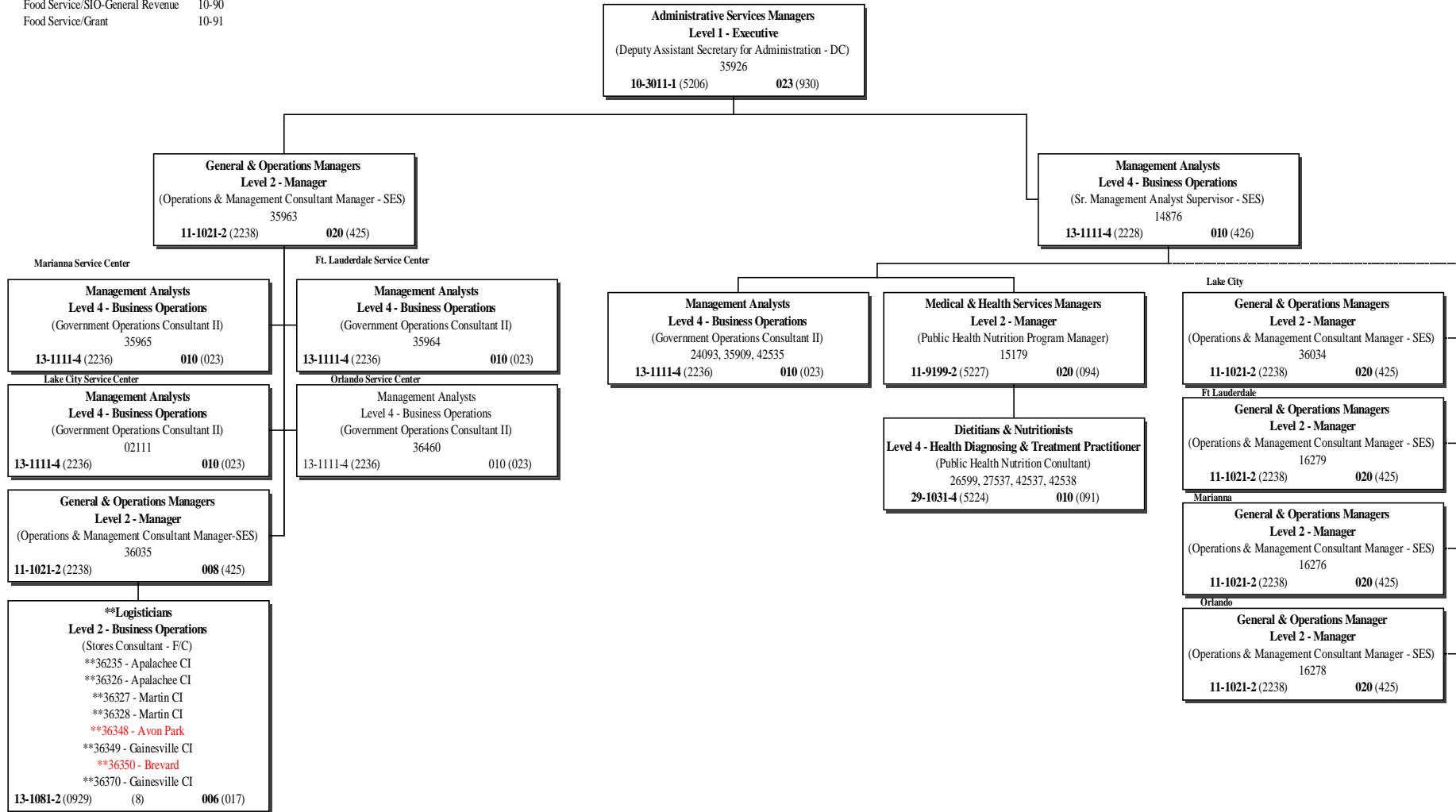


Deleted Finance & Accounting Director III position 36819 effective 7-1-08

Food Service

Submitted: 8-17-09
 Verified By: Christie Green
 Effective: 7-24-09

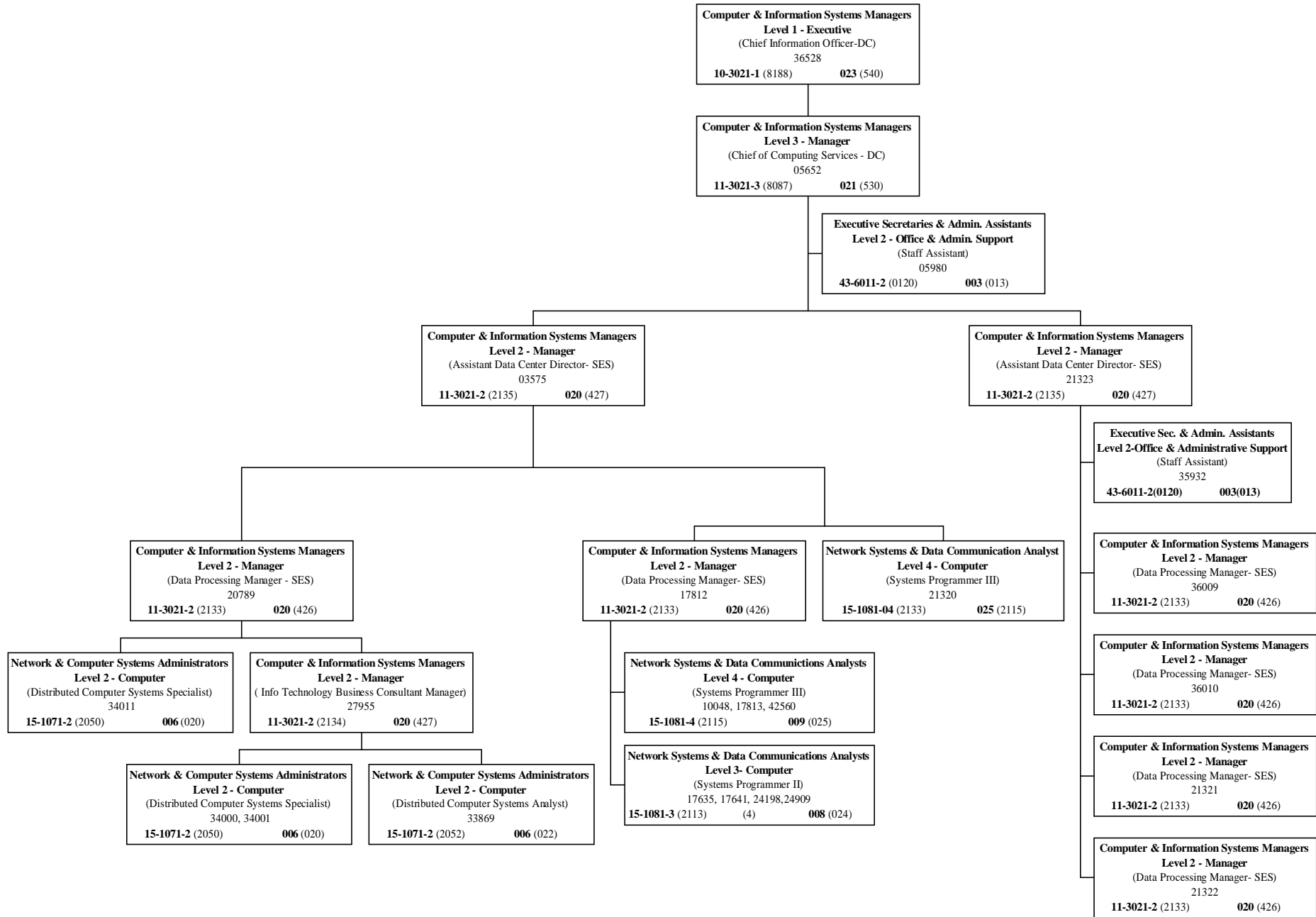
Department of Corrections 70
 Assistant Secretary for Administration 20
 Support Services 20
 Food Service 10
 Food Service/SIO-General Revenue 10-90
 Food Service/Grant 10-91



**CDL requirement

Deleted Government Operations Consultant II position 28105 effective 7-24-09

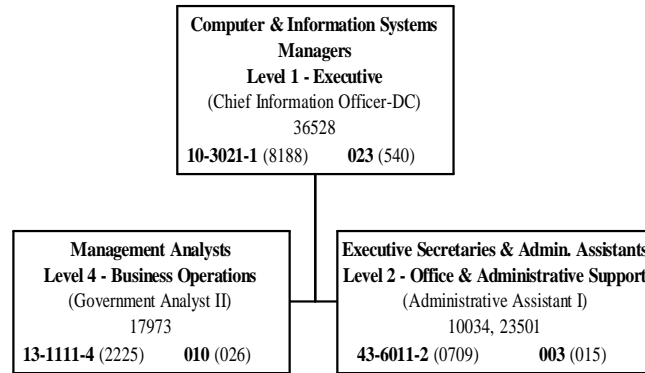
**Stores Consultant-F/C



Department of Corrections 70
 Chief of Staff 20
 Administration 10
 Information Technology 15
 Technical Support Unit 04

Office of Information Technology
 Technical Support Unit

Submitted: 6/18/07
 Verified by: Brenda Williams
 Effective: 6-29-07

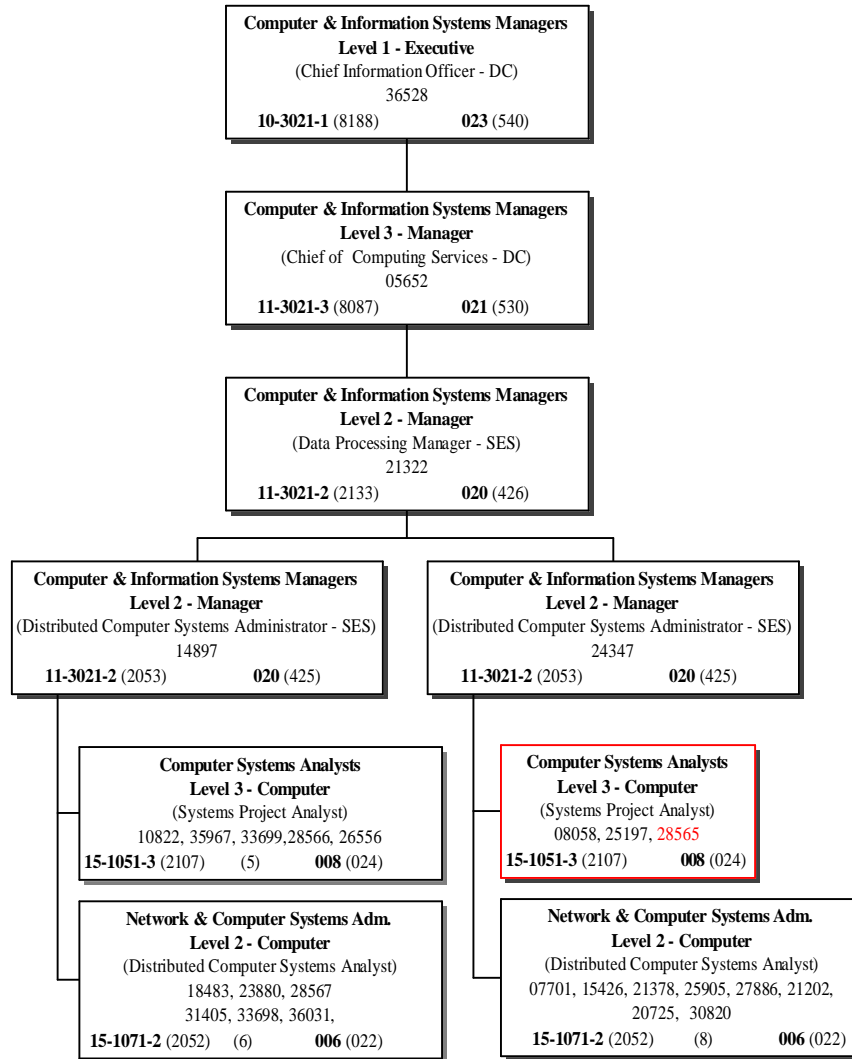


Government Operations Consultant II #21947 transferred to Grants.
 Sr. Management Analyst Supervisor - SES #20794 transferred to office of Asst. Secretary of Administration effective 06-29-07

Department of Corrections 70
 Chief of Staff 20
 Administration 10
 Information Technology 15
 Field Operations 05
 Ft. Lauderdale Service Center

**Office of Information Technology
 Ft. Lauderdale Service Center**

Submitted: 7-31-09
 Verified by: Sabrina Butler
 Effective: 7-24-09

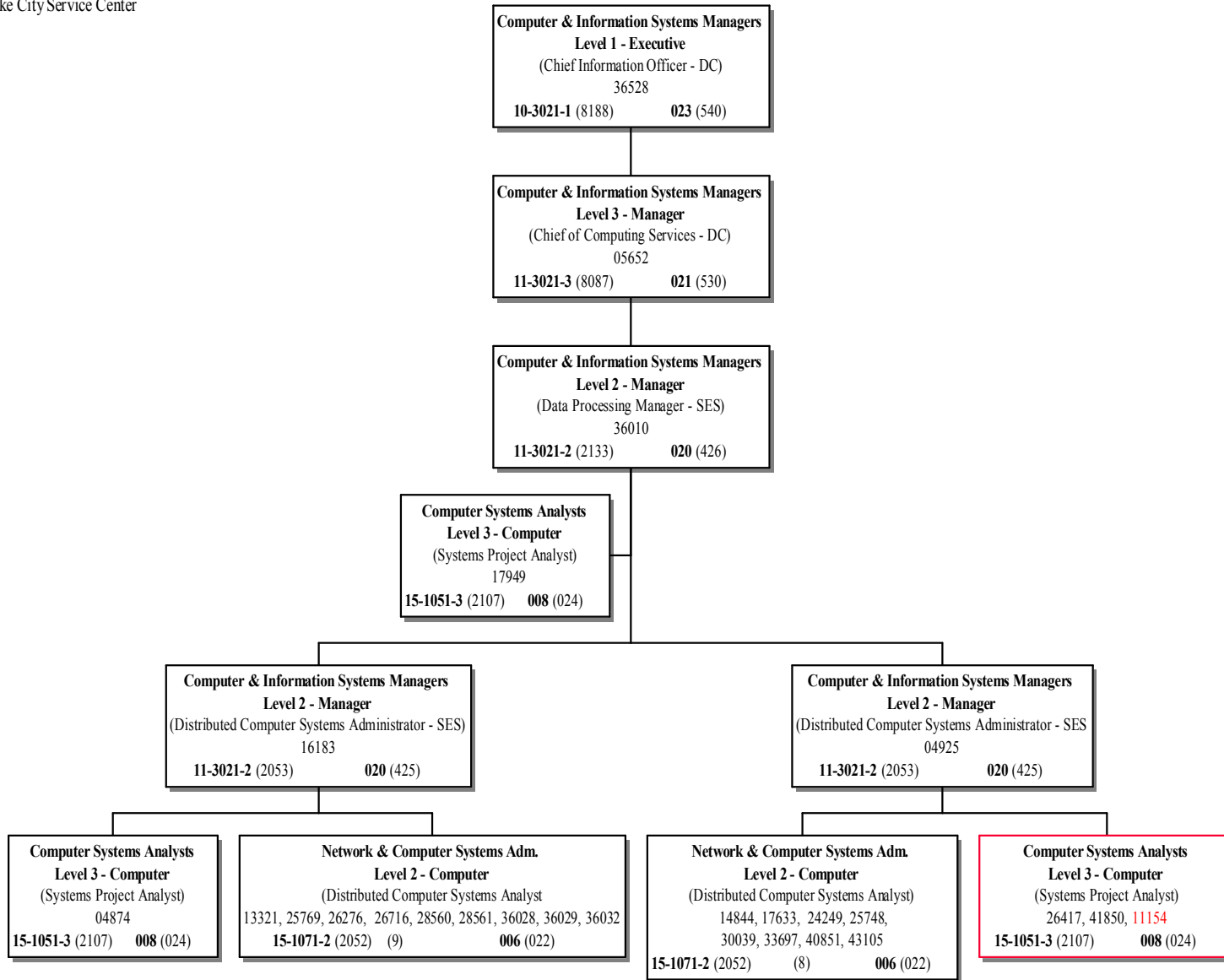


(sb) Position 28565 - reclassified from a Distributed Computer Systems Analyst to a Systems Project Analyst effective 7-24-09

Department of Corrections 70
 Chief of Staff 20
 Administration 10
 Information Technology 15
 Field Operations 05
 Lake City Service Center

**Office of Information Technology
 Lake City Service Center**

Submitted: 7-28-09
 Verified by: Sabrina Butler
 Effective: 7-24-09

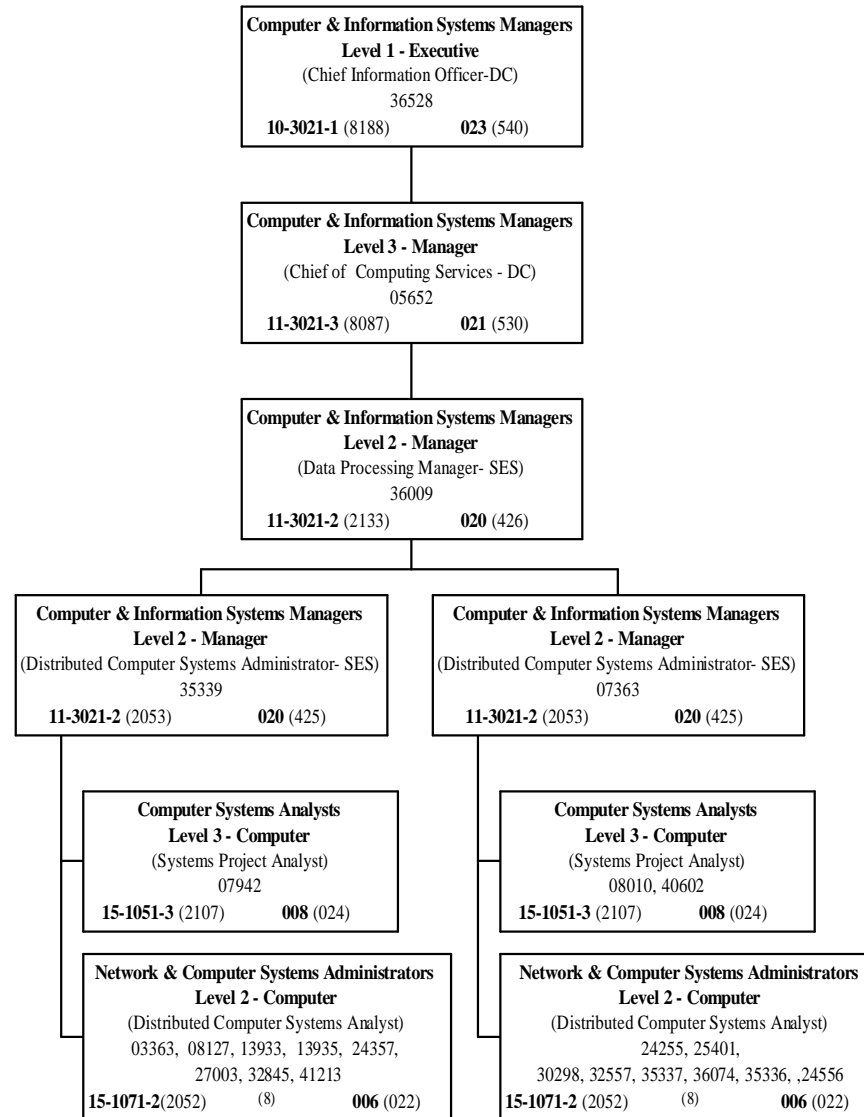


Position 11154 - reclassified from a Distributed Computer Systems Analyst to a Systems Project Analyst effective 7-24-09

Department of Corrections 70
 Chief of Staff 20
 Administration 10
 Information Technology 15
 Field Operations 05
 Marianna Service Center

**Office of Information Technology
 Marianna Service Center**

Submitted: 7-1-09
 Verified by: S. Butler
 Effective: 7-24-09

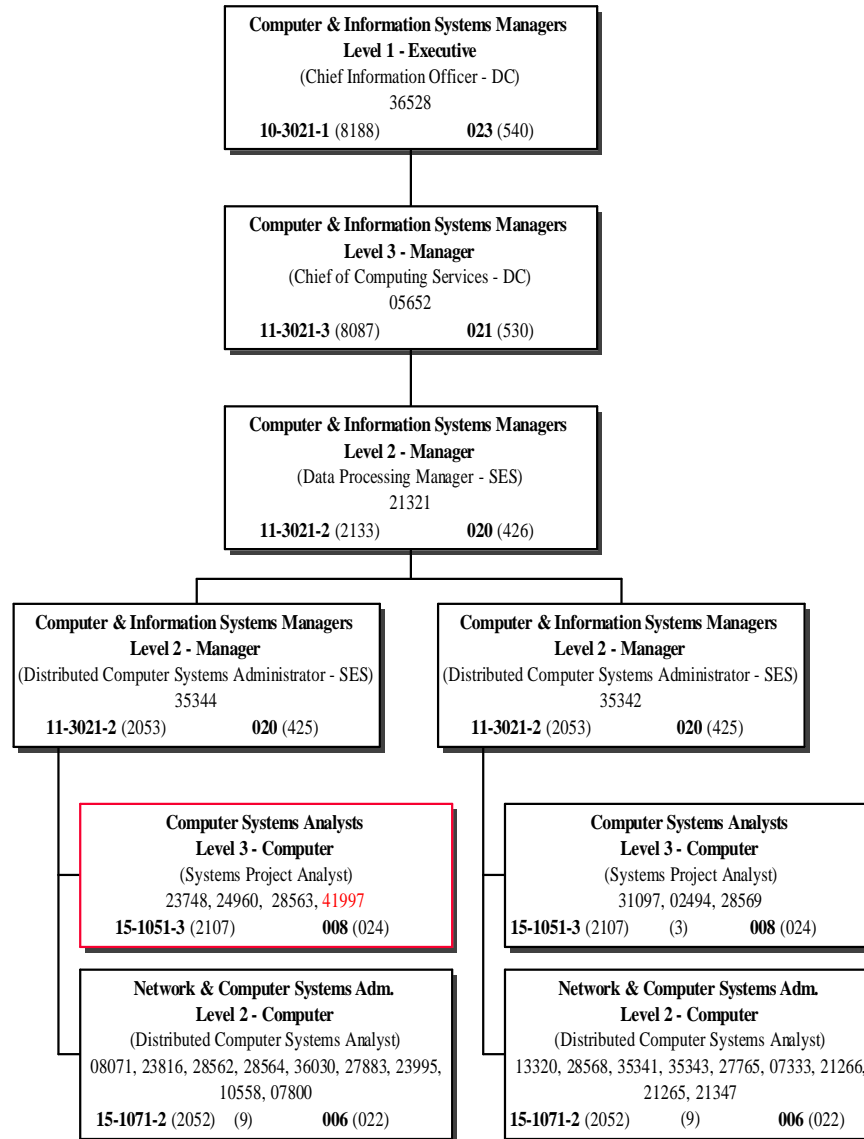


Position 24254 - Distributed Computer Systems Analyst deleted effective 7-24-09

Department of Corrections 70
 Chief of Staff 20
 Administration 10
 Information Technology 15
 Field Operations 05
 Orlando Service Center

**Office of Information Technology
 Orlando Service Center**

Submitted: 7-31-09
 Verified by: S. Butler
 Effective: 7-24-09

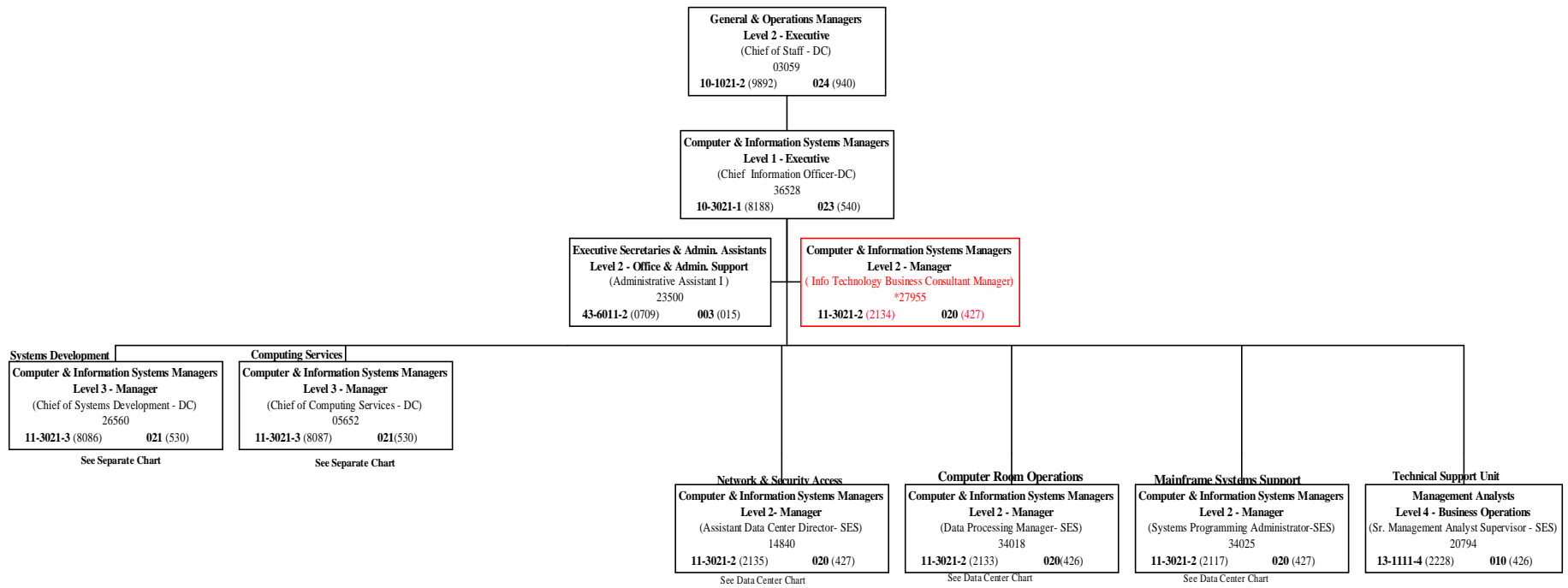


sb) Position 41997 - reclassified from a Distributed Computer Systems Analyst to a Systems Project Analyst effective 7-24-09

Department of Corrections 70
 Chief of Staff 20
 Administration 10
 Information Technology 15

Office of Information Technology (Overview)

Submitted: 2-16-09
 Verified by: S. Butler
 Effective: 03-20-09

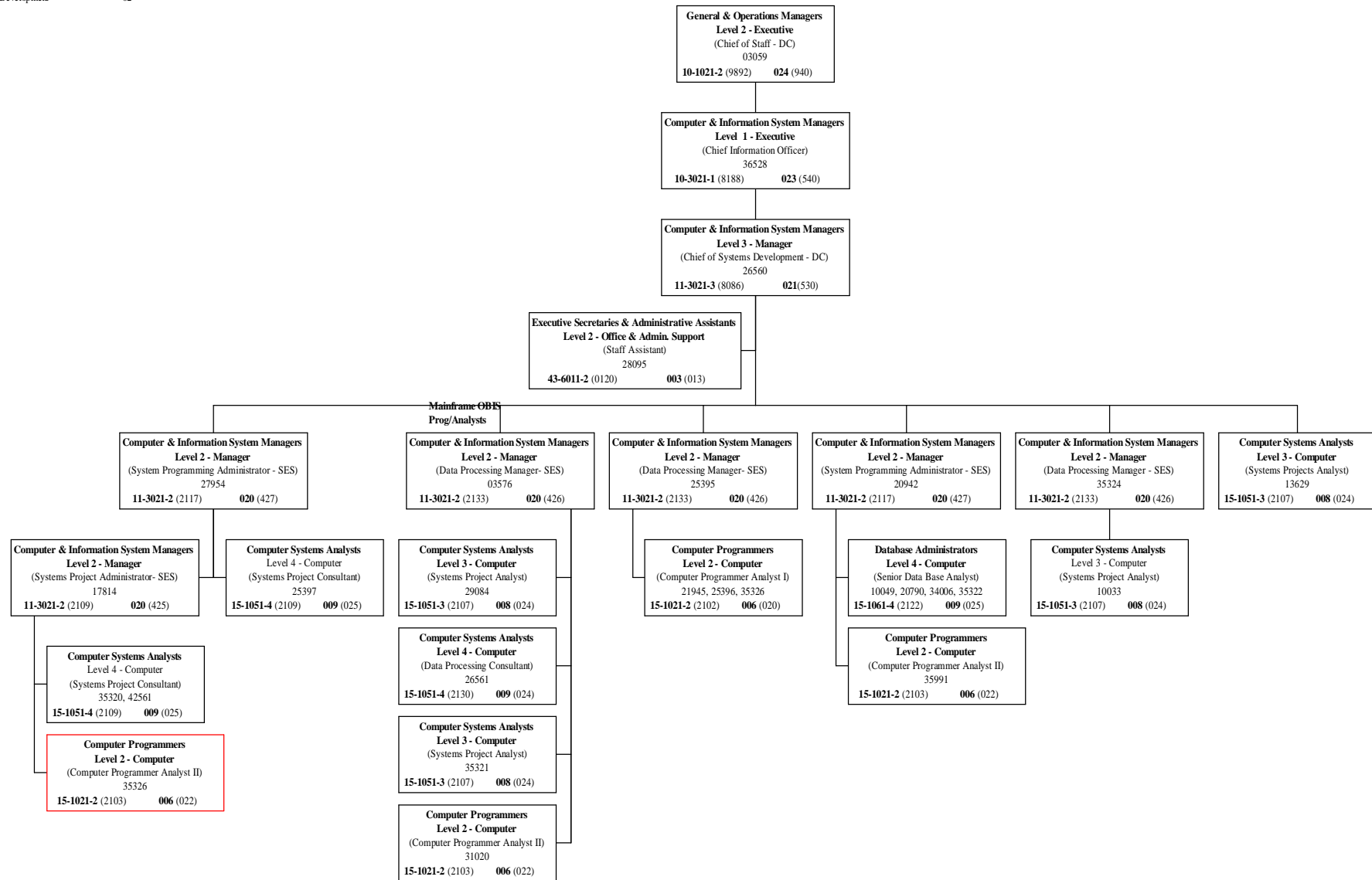


Position 27955 - reclassified from a Dist. Computer Systems Admin. - SES in Computing Services to a Info. Technology Business Consultant Manager effective 03-20-09 ; reporting to position 35926 (Dept. Asst. Sec. of Admin - CIO) during re-org

Department of Corrections 70
 Chief of Staff 20
 Administration 10
 Information Technology 15
 Systems Development 02

Office of Information Technology - Systems Development

Submitted: 8-18-09
 Verified by: Sabrina Butler
 Effective: 8-21-09

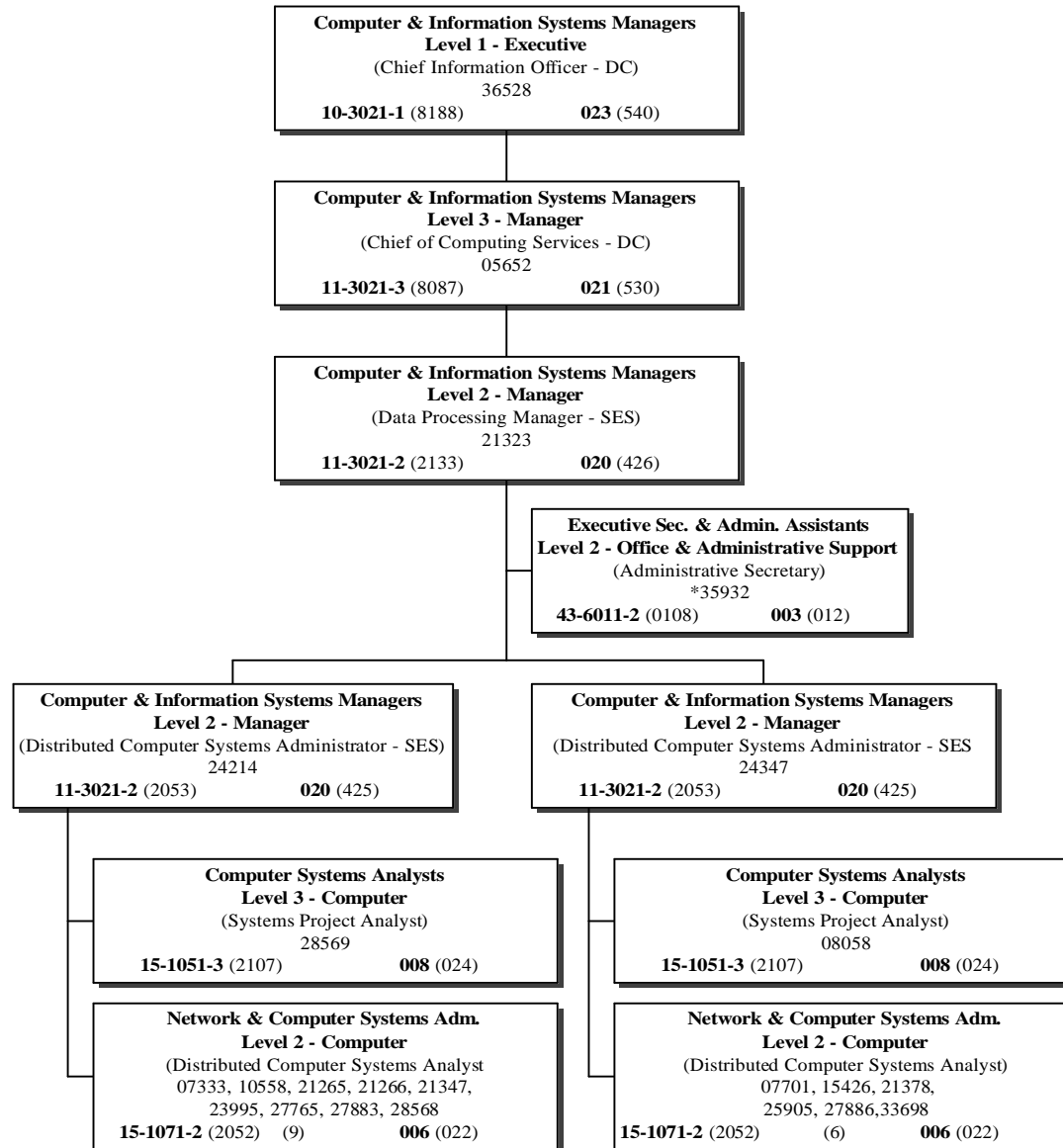


Position 35326 reclassified from a Computer Programmer Analyst I to Computer Programmer Analyst II to meet the duties assigned effective 8-21-09

Department of Corrections 70
 Chief of Staff 20
 Administration 10
 Information Technology 15
 Field Operations 05
 Tampa Field Office

**Office of Information Technology
 Tampa Field Office**

Submitted: 02-22-05
 Verified by: S. Williams
 Effective: 02-11-05

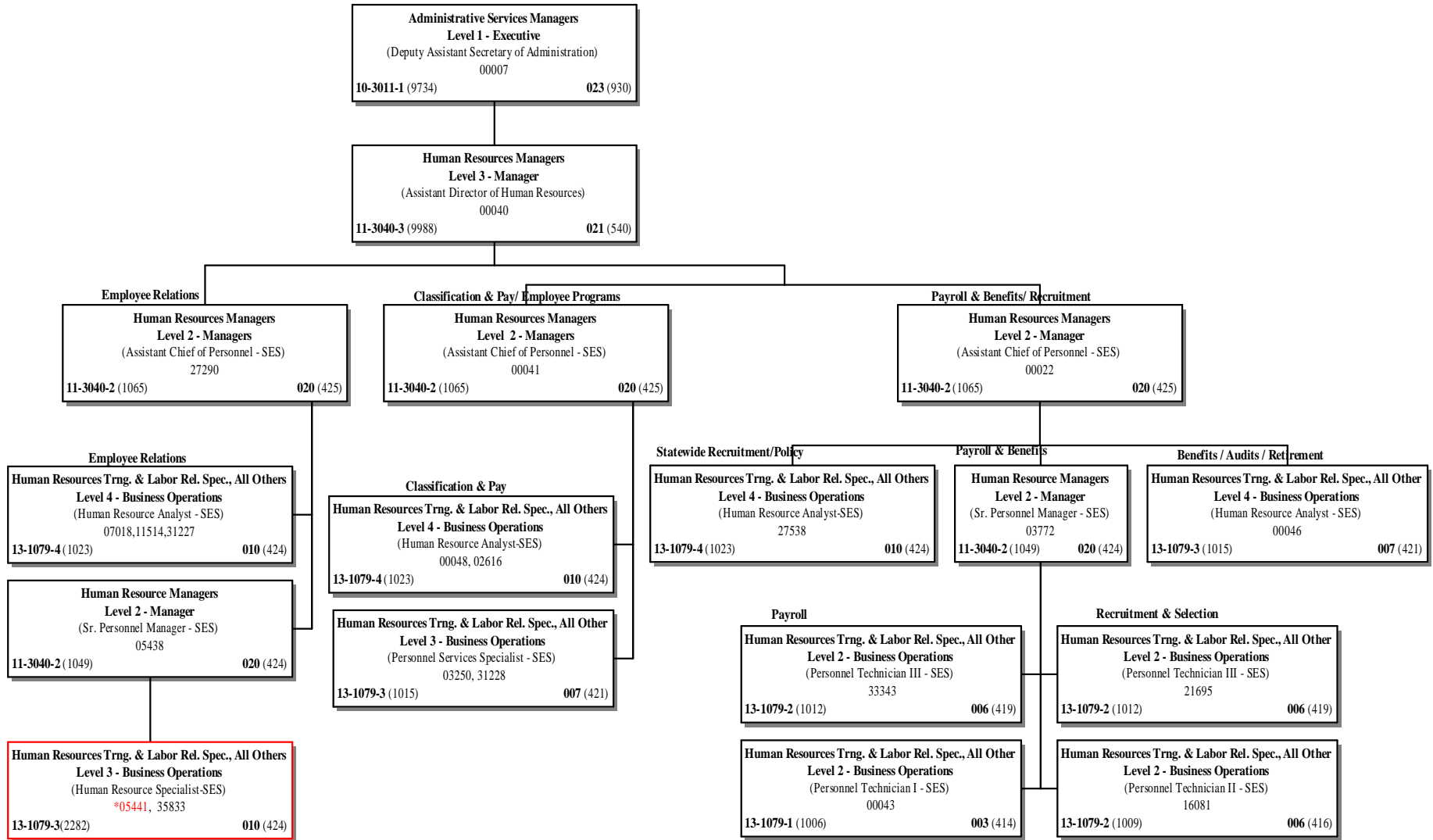


*Position 35932 reclassified from a Staff Assistant to an Administrative Secretary.

Department of Corrections 70
 Administration 10
 Human Resources 13
 Classification & Pay/Employee Programs 13-01
 Payroll, Benefits & Recruitment 13-01-02
 Recruitment 13-01-02-01
 Employee Relations 13-03

**CENTRAL OFFICE
 HUMAN RESOURCES/PERSONNEL
 PROPOSED**

Submitted : 7-17-08
 Verified By : Christie Green
 Effective: 7-11-08



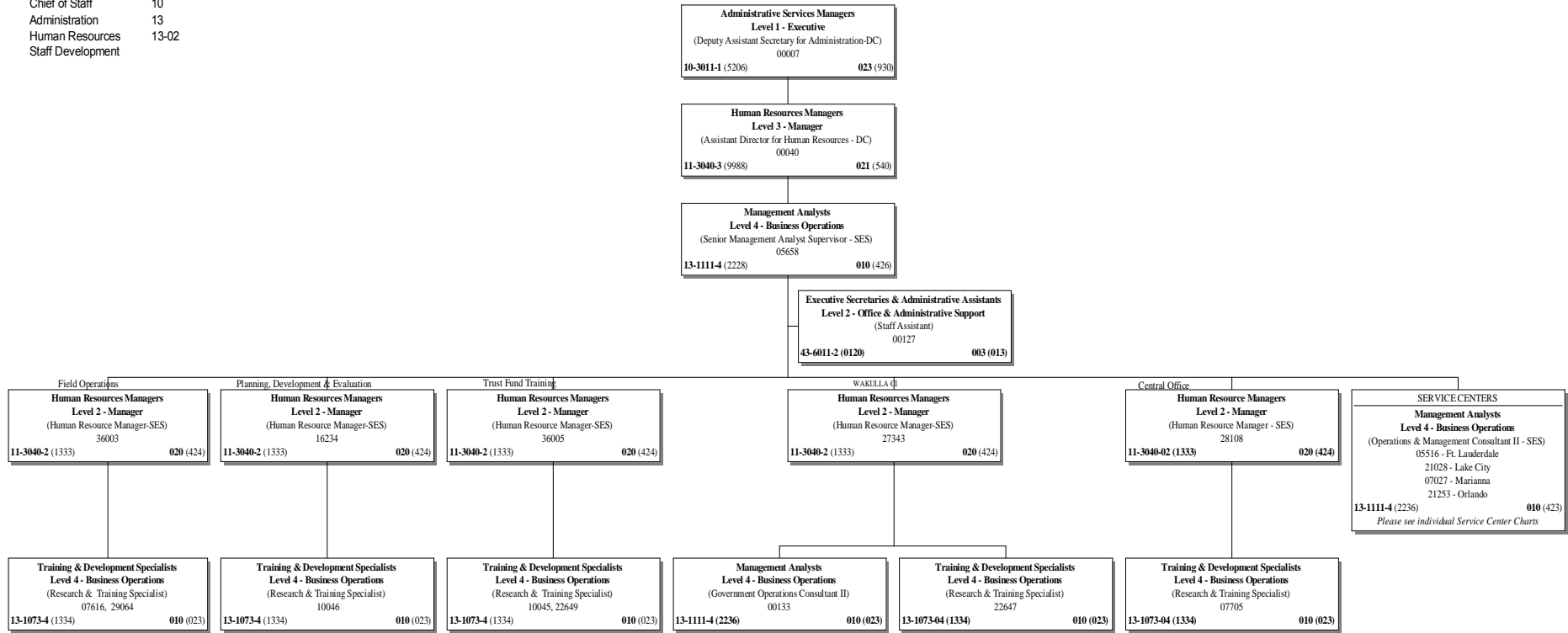
Boxes in red denote
 change

Position 05441 reclassified from Assistant Chief of Personnel - SES to Human Resource Specialist - SES effective 7-11-08

**CENTRAL OFFICE
HUMAN RESOURCES/STAFF DEVELOPMENT**

Submitted: 7-1-09
 Verified by: Sabrina Butler
 Effective Date: 7-24-09

Department of 70
 Corrections 20
 Chief of Staff 10
 Administration 13
 Human Resources 13-02
 Staff Development

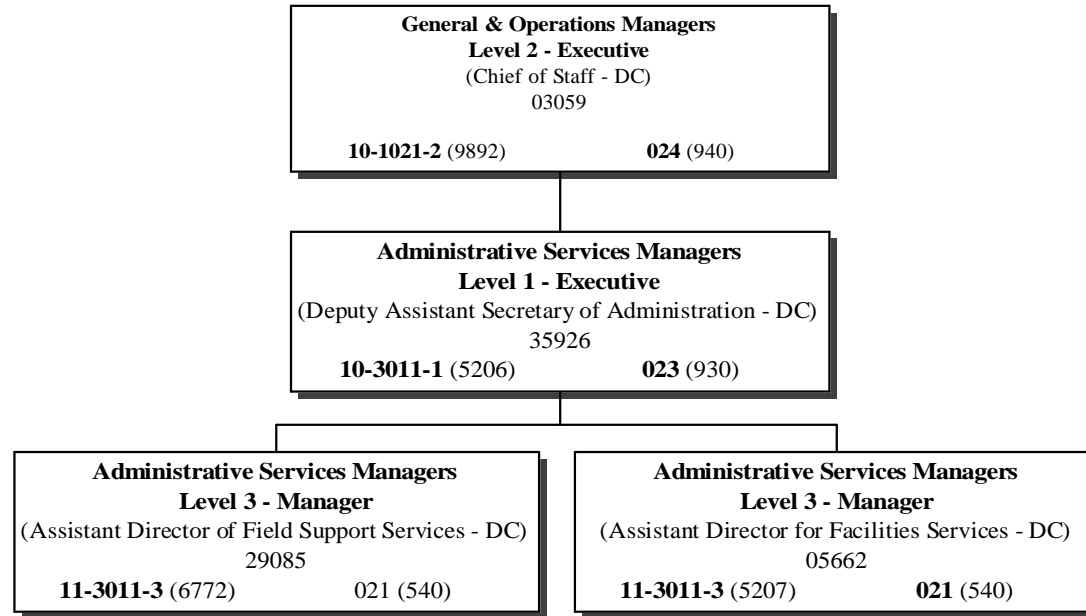


Position 22650 - Operations & Management Consultant Manager - SES deleted effective 7-24-09

Department of Corrections 70
 Chief of Staff 20
 Assistant Deputy of Administration 20
 Food Services 20-10
 Field Support Services 20-11
 Facilities Services 20-12

**Overview: Deputy Assistant Secretary of Administration - DC (position #35926)
 CURRENT**

Submitted: _____ 4/19/06 _____
 Verified By: _____ H. Reese _____
 Effective Date: _____ 14/19/06 _____

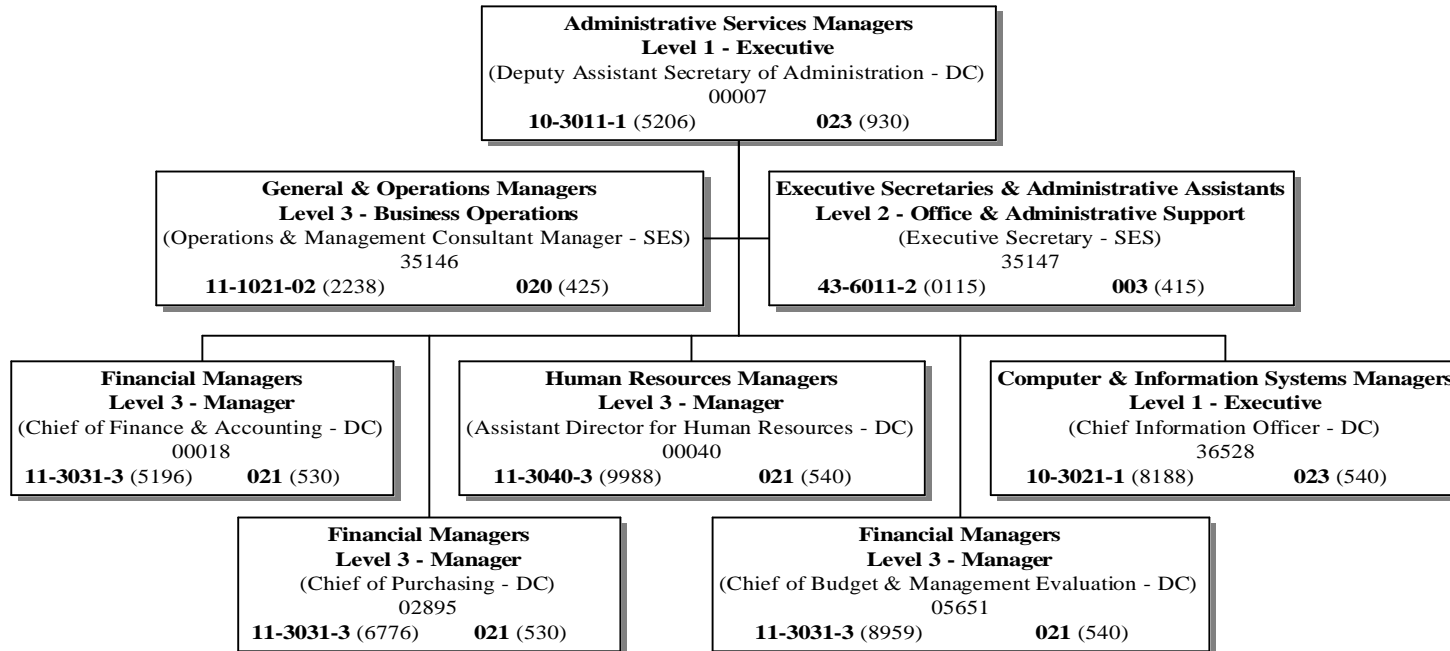


Position 37031 reclassified from Governmental Analyst II to GOC II and transferred to Environmental Safety effective 10-08-04

Department of Corrections	70
Chief of Staff	20
Administration	10
Finance & Accounting	10/10
Budget & Management Evaluation	10/11
Purchasing	10/12
Human Resources	10/13
Information Technology	10/15

**Overview: Deputy Assistant Secretary of Administration - DC (position #00007)
CURRENT**

Submitted 8-25-06
 Verified by : Christie Green
 Effective Date: 8-25-06

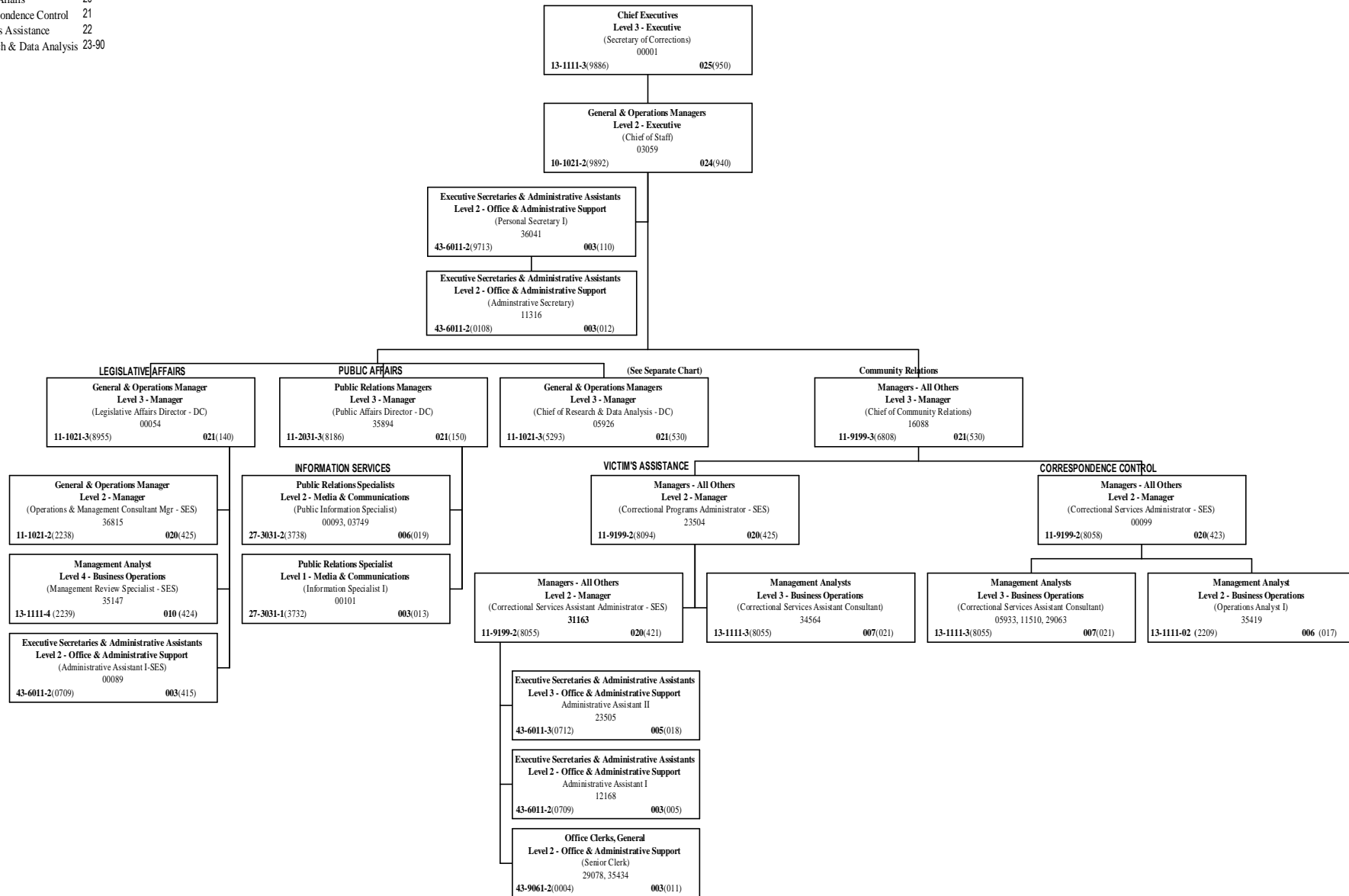


Position 11316 - Administrative Secretary transferred to the Chief of Staff's office effective

Department of Corrections
 Secretary's Office 70
 ***Chief of Staff 10
 Legislative Affairs 10
 Public Affairs 20
 Correspondence Control 21
 Victim's Assistance 22
 Research & Data Analysis 23-90

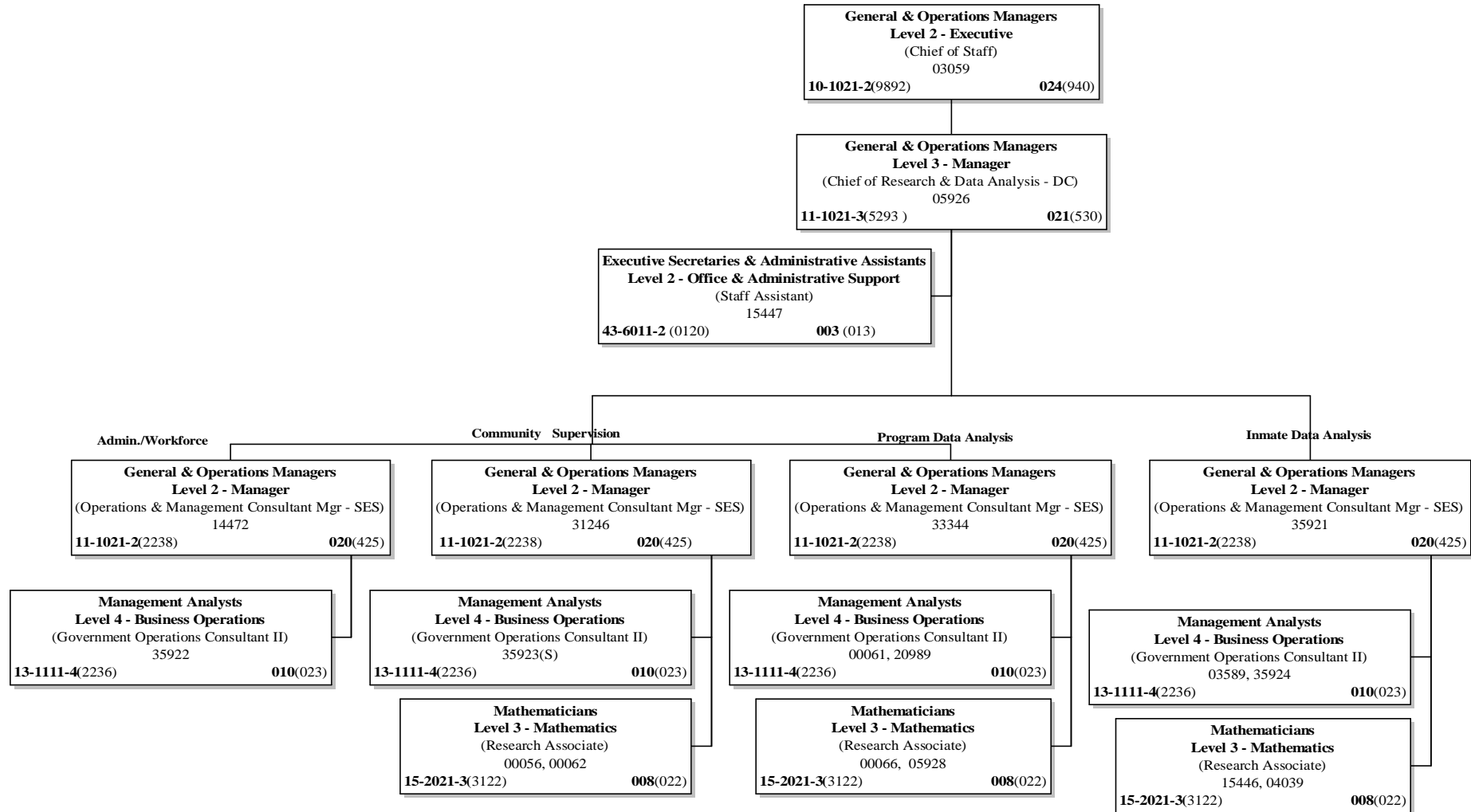
Chief of Staff Office
 Legislative Affairs - Public Affairs

Submitted: 2-3-09
 Verified by: Sabrina Butler
 Effective: 1-23-09



(sb) Position 03751 - Administrative Secretary- SES was transferred from the Chief of Staff 's office to the Secretary's Office reporting to position 00069 effective 1-23-09

Central Office
Research & Data Analysis

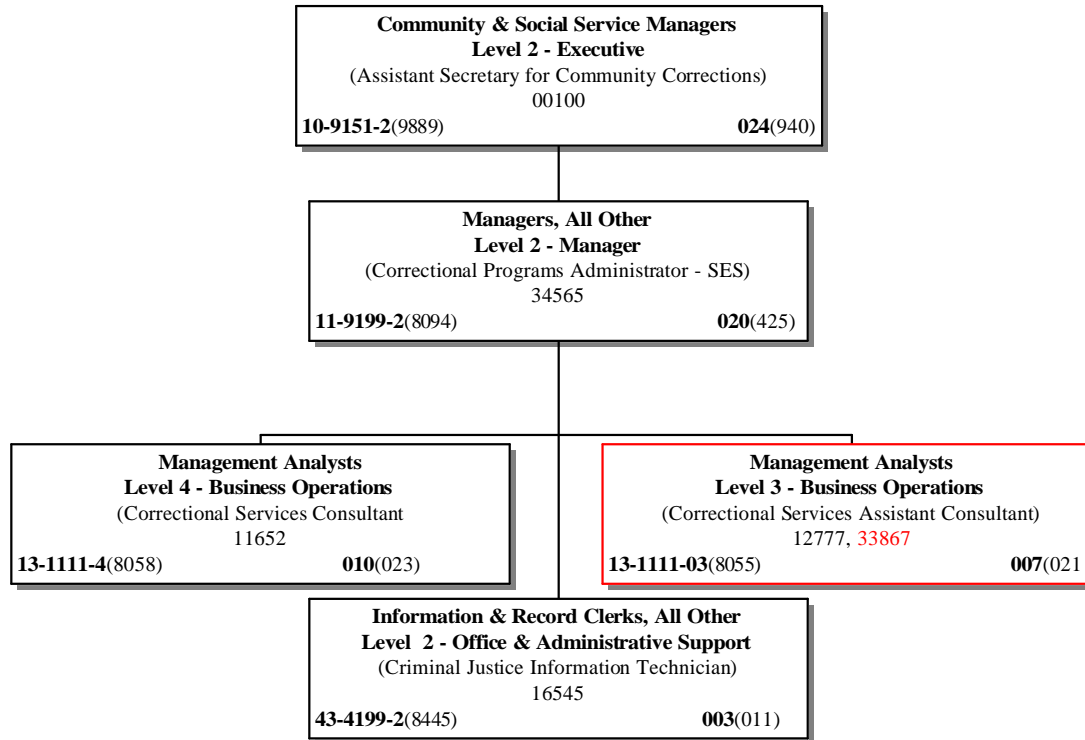


Deleted position 20984 - Research Associate and position 34024 - Government Operations Consultant II effective 7-1-08

Department of Corrections 70
 Assistant Secretary of Community Corrections 40
 Community Corrections 10
 Absconder Unit 20

**Central Office Community Corrections
 ABSCONDER UNIT**

Submitted: 7-30-08
 Verified by: L. McGriff
 Effective Date: 7-1-08



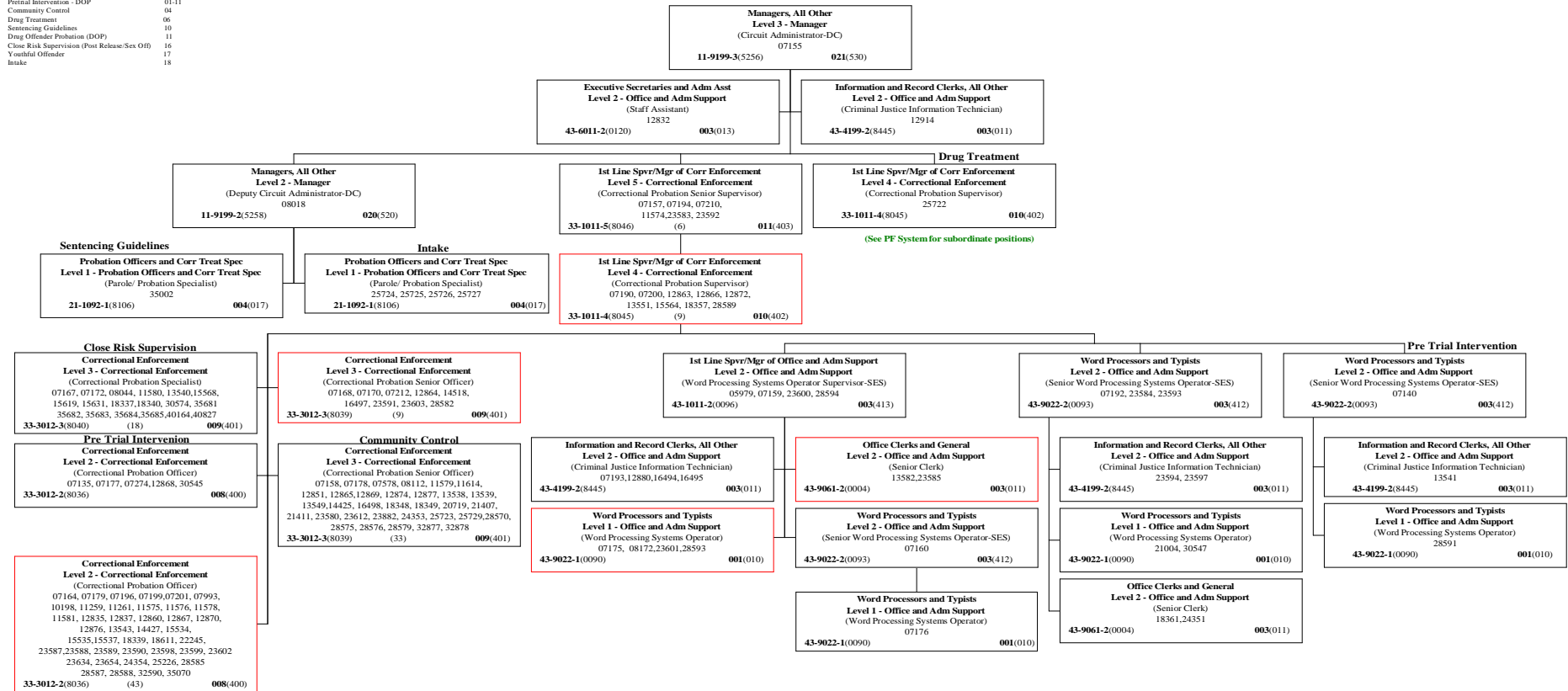
33867 CSAC reporting change to 34565 CPA-SES from 28108 CPA-SES
 28108 reclassified/transferred to Staff Development

37180 will re-class to Chief
 of Community Programs &
 supervise the Absconder Unit
 @ re-org

Department of Corrections 70
 Assistant Secretary for Community Corrections 41
 Region I 10
 Circuit 1 - Pensacola 01
 Pre-trial Intervention 01
 Pre-trial Intervention - DOP 01-11
 Community Control 04
 Drug Treatment 06
 Sentencing Guidelines 10
 Drug Offender Probation (DOP) 11
 Close Risk Supervisor (Post Release/Sex Off) 16
 Youthful Offender 17
 Intake 18

PENSACOLA CIRCUIT 01 - REGION I

Submitted: 6-2009
 Verified By: Lillie McGriff
 Effective: 7-1-09

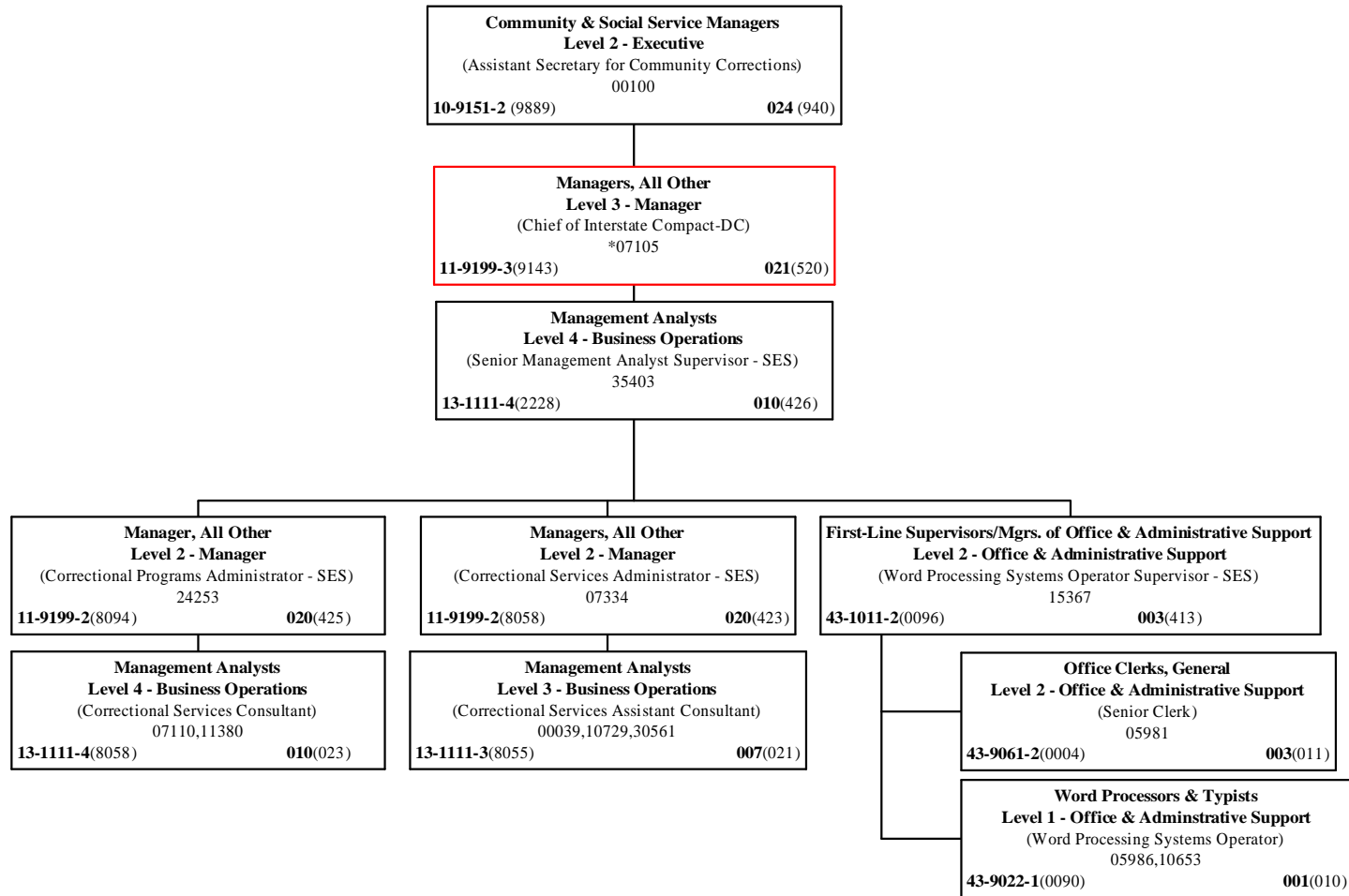


Abolished/Deleted eight positions due to budget cuts, effective 7/1/09: 07195 CPSO, 09402 CPSO, 10644 CPO, 11582 CPO, 25438 CPO, 12836 CPSupv, 13581 SC, 18360 WPSO

Department of Corrections 70
 Assistant Secretary for Community Corrections 40
 Community Corrections 10
 Interstate Compact 11

**Central Office Community Corrections
 INTERSTATE COMPACT**

Submitted: 7-2009
 Verified by: Lillie McGriff
 Effective Date: 7-24-2009

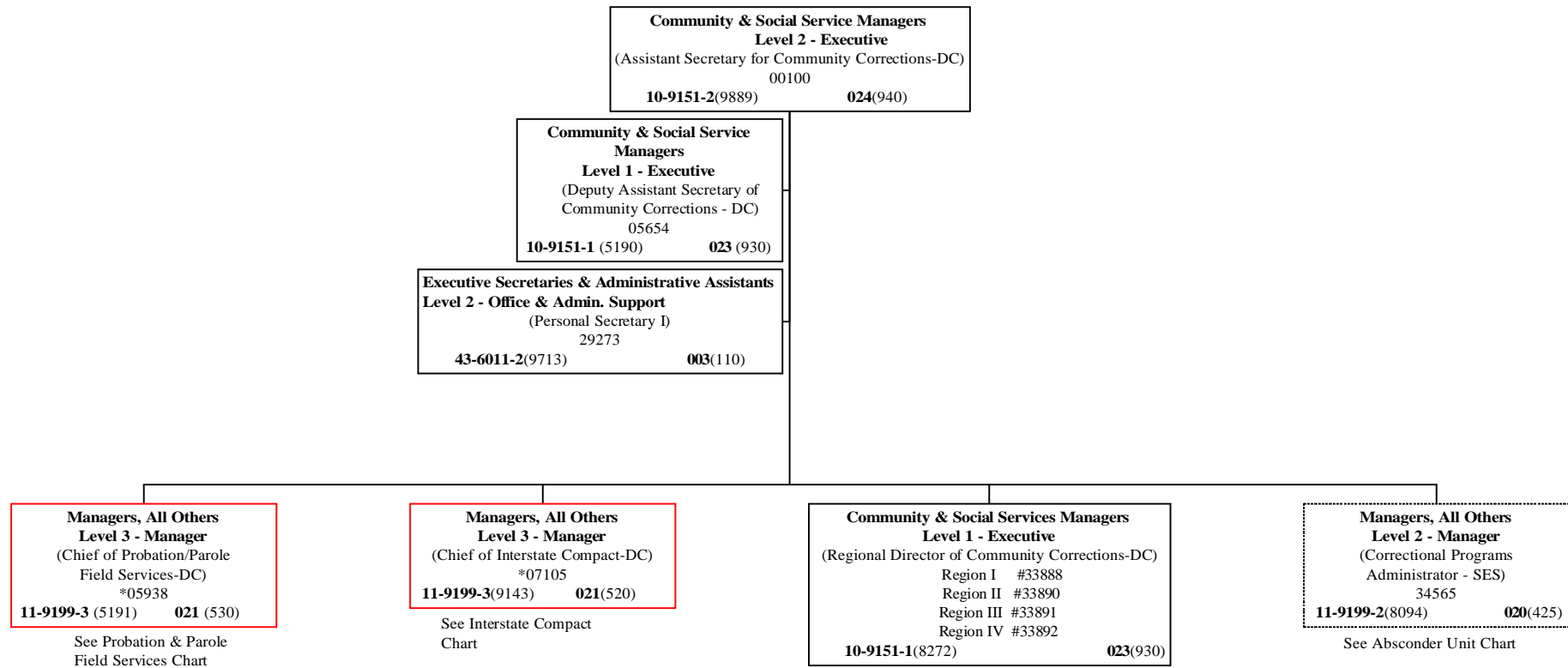


07105 Chief of Interstate Compact-DC reporting moved to 00100 Assist. Secretary for CC from vacant 05654 Deputy Asst. Secretary for CC, effective 7/24/2009

DEPARTMENT OF CORRECTIONS 70
 ASSISTANT SECRETARY FOR COMMUNITY 40
 CORRECTIONS
 DEPUTY ASST. SECRETARY FOR
 COMMUNITY CORRECTIONS 10
 PROBATION & PAROLE FIELD SERVICES 10
 INTERSTATE COMPACT 11
 ABSCONDER UNIT 20

**Central Office - Community Corrections
 Overview**

SUBMITTED: 7-2009
 VERIFIED BY: Lillie McGriff
 EFFECTIVE: 7-24-2009

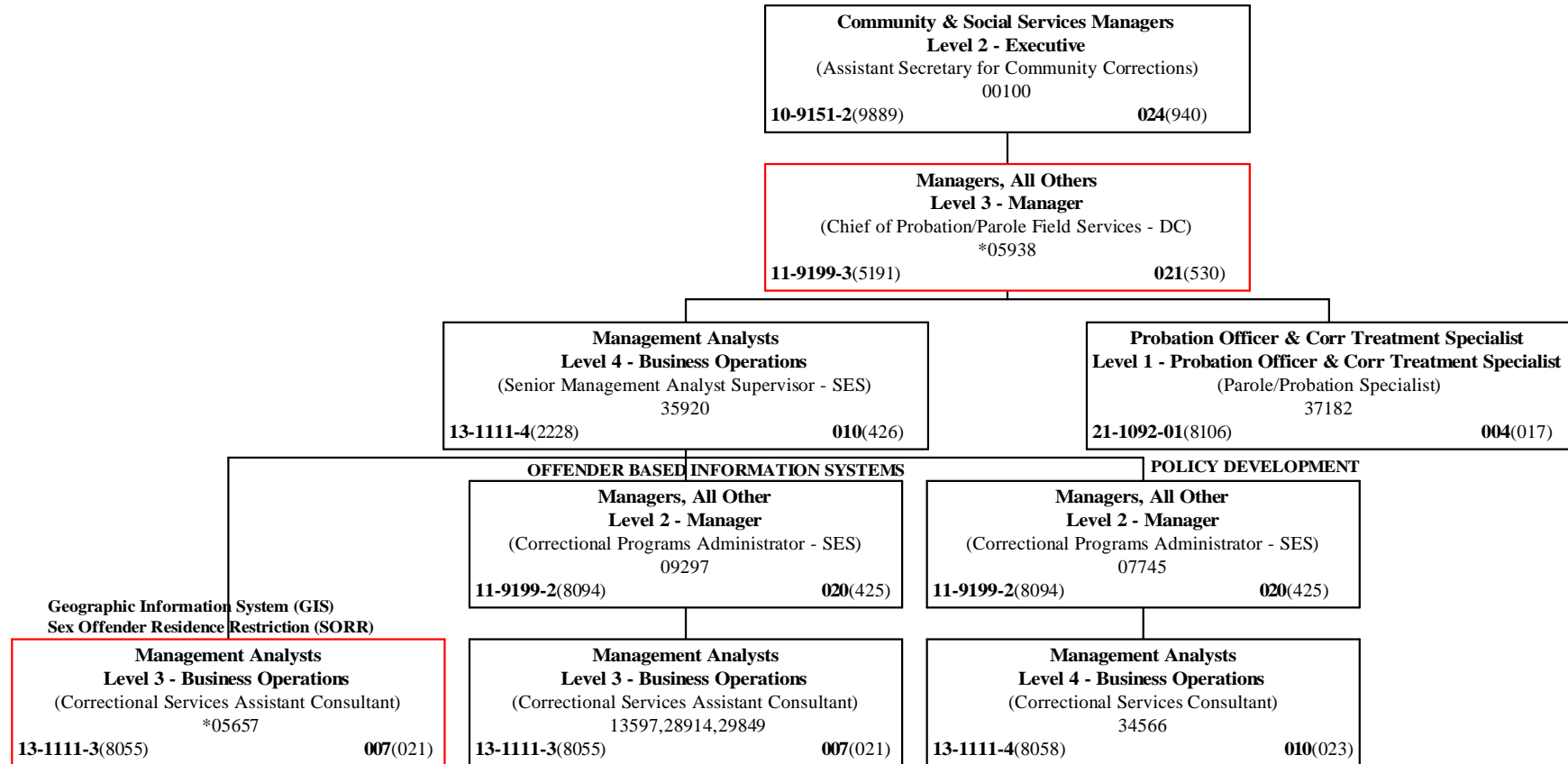


05657 reclassify/transfer to Correctional Services Assistant Consultant in Probation & Parole Field Services from Executive Secretary Office of Community Corrections, effective 7-24-09
 07105 Chief of Interstate Compact-DC reporting moved to 00100 Assist. Secretary for CC from vacant 05654 Deputy Asst. Secretary for CC, effective 7/24/2009
 05938 Chief of Probation/Parole Field Services-DC reporting moved to 00100 Assist. Secretary for CC from vacant 05654 Deputy Asst. Secretary for CC, effective 7/24/2009

Department of Corrections 70
 Assistant Secretary for Community Corrections 40
 Community Operations 10
 Probation & Parole Field Services 10 10
 Sentencing Guidelines 10 10 01

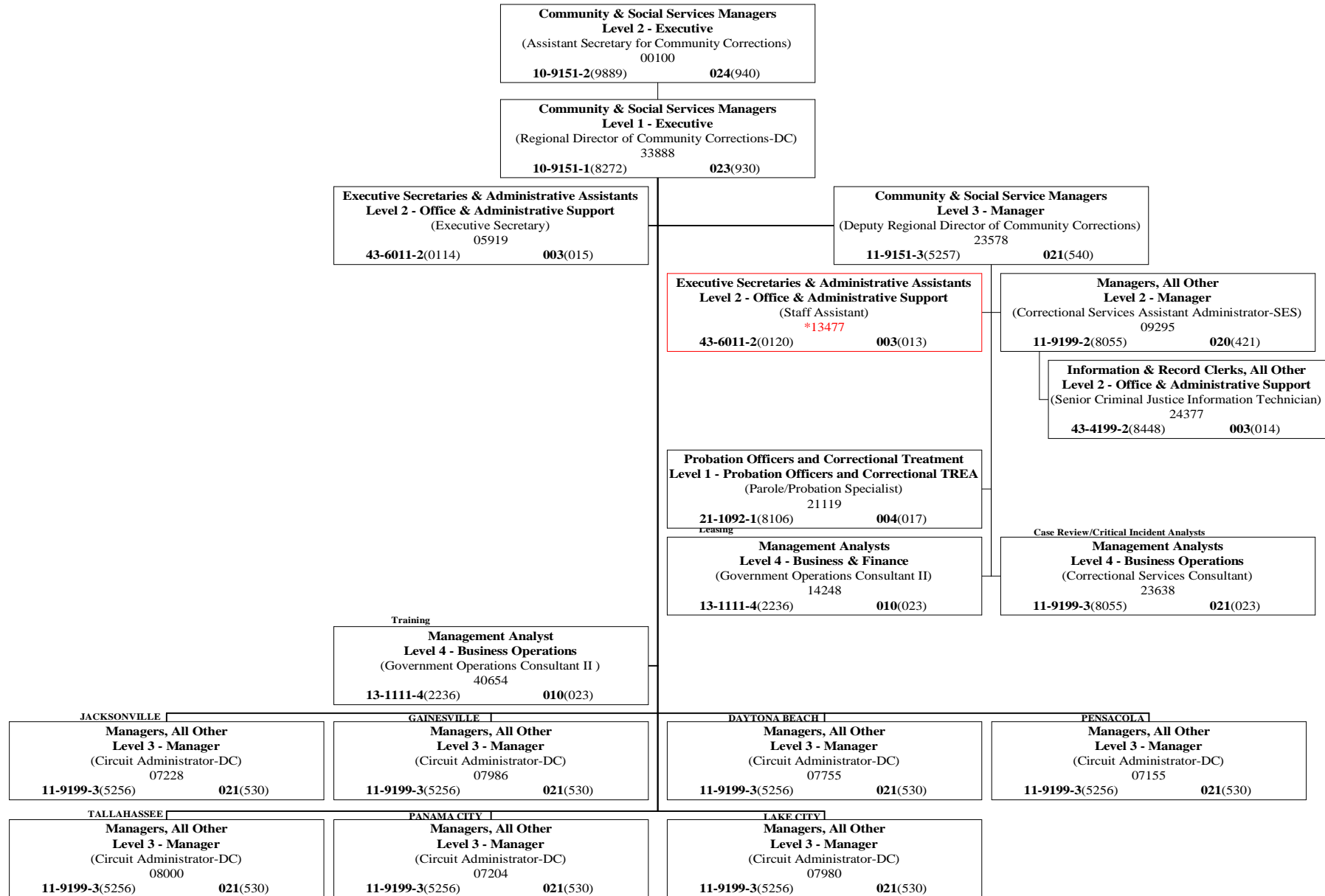
**COMMUNITY CORRECTIONS
 PROBATION & PAROLE FIELD SERVICES**

Submitted : 7-2009
 Verified by: Lillie McGriff
 Effective: 7-24-2009



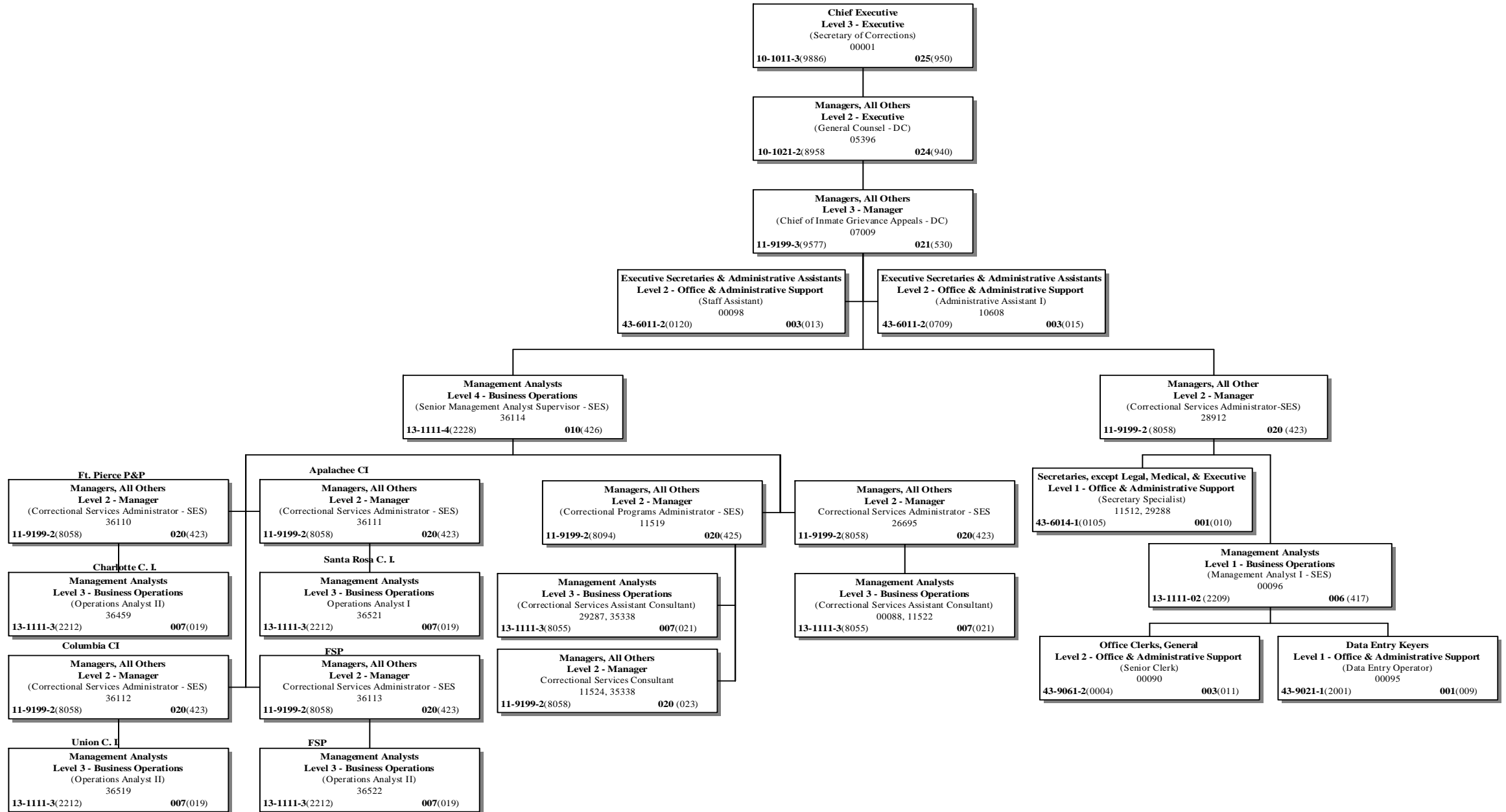
05657 reclassify/transfer to Correctional Services Assistant Consultant in Probation & Parole Field Services from Executive Secreary Office of Community Corrections, effective 7-24-09
 05938 Chief of Probation/Parole Field Services-DC reporting moved to 00100 Assist. Secretary for CC from vacant 05654 Deputy Asst. Secretary for CC, effective 7/24/2009

COMMUNITY CORRECTIONS
Region I



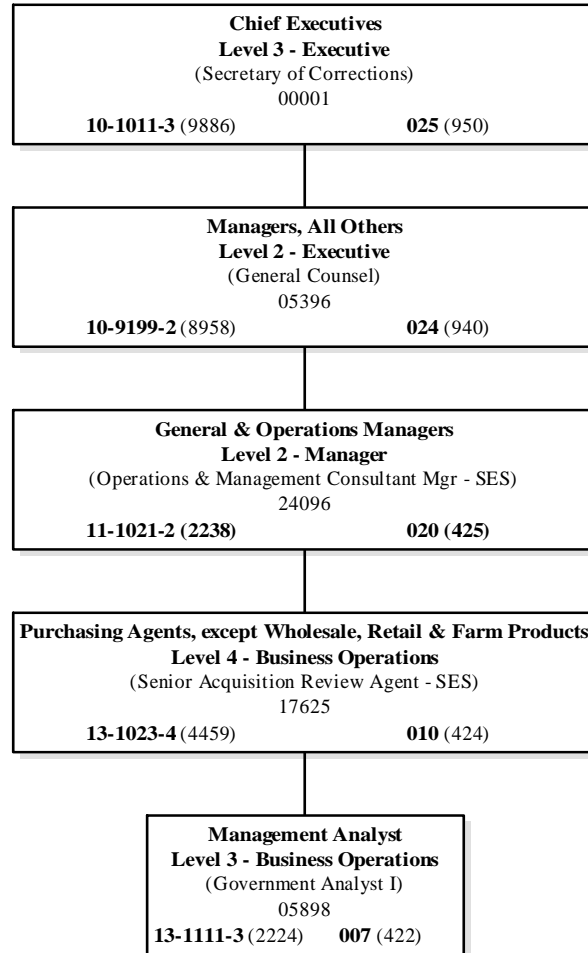
13477 WPSO Supervisor reclassified/transferred to Staff Assistant in the Region I Director's Office from Region IV Circuit 15 West Palm Beach, effective 7-24-09

Department of Corrections
Office of General Counsel - Inmate Grievance Appeals

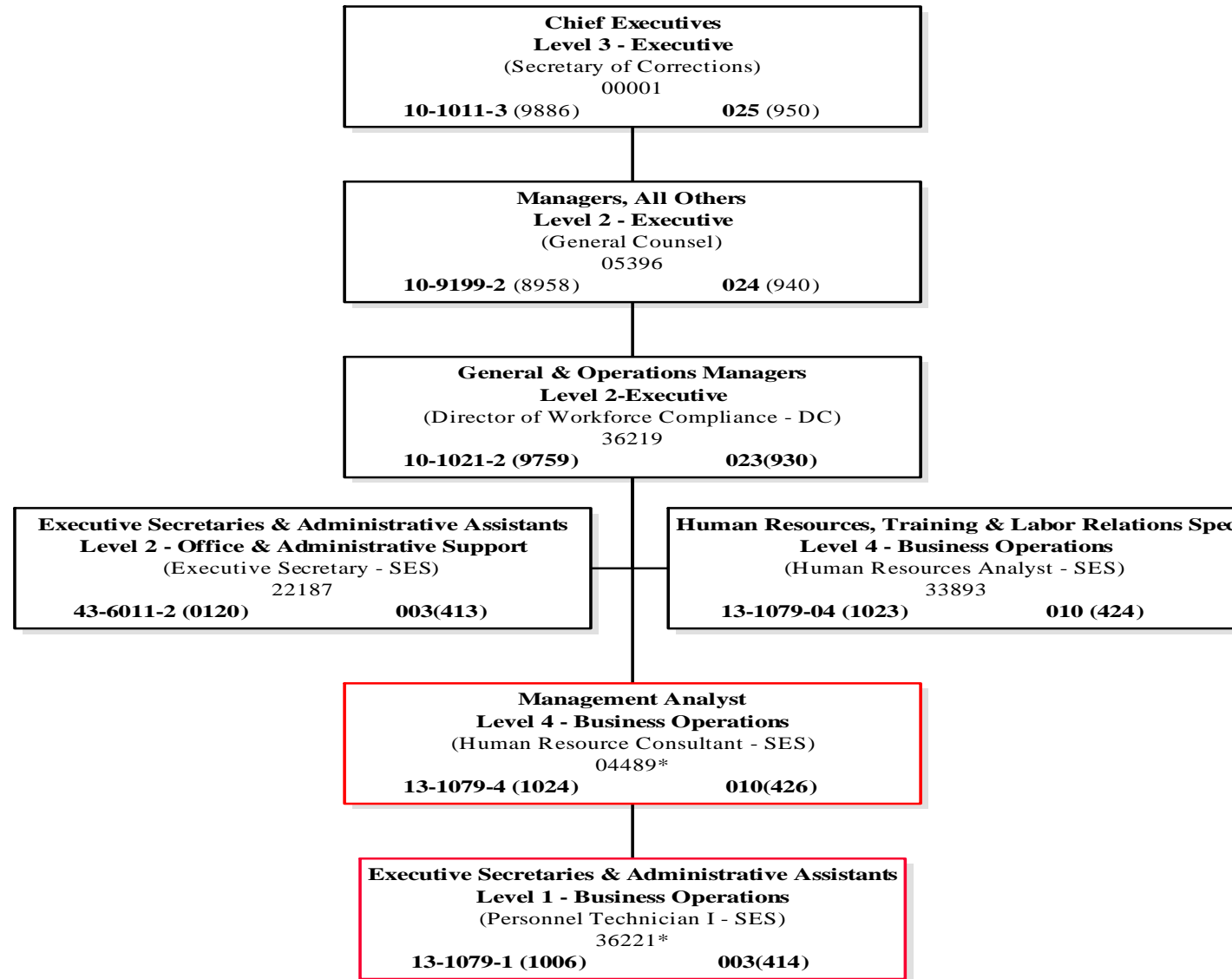


Bureau of Inmate Grievance reporting to the General Counsel pursuant to Section 944.331

Office of the General Counsel Land Acquisition & Management



Office of the General Counsel Workforce Compliance

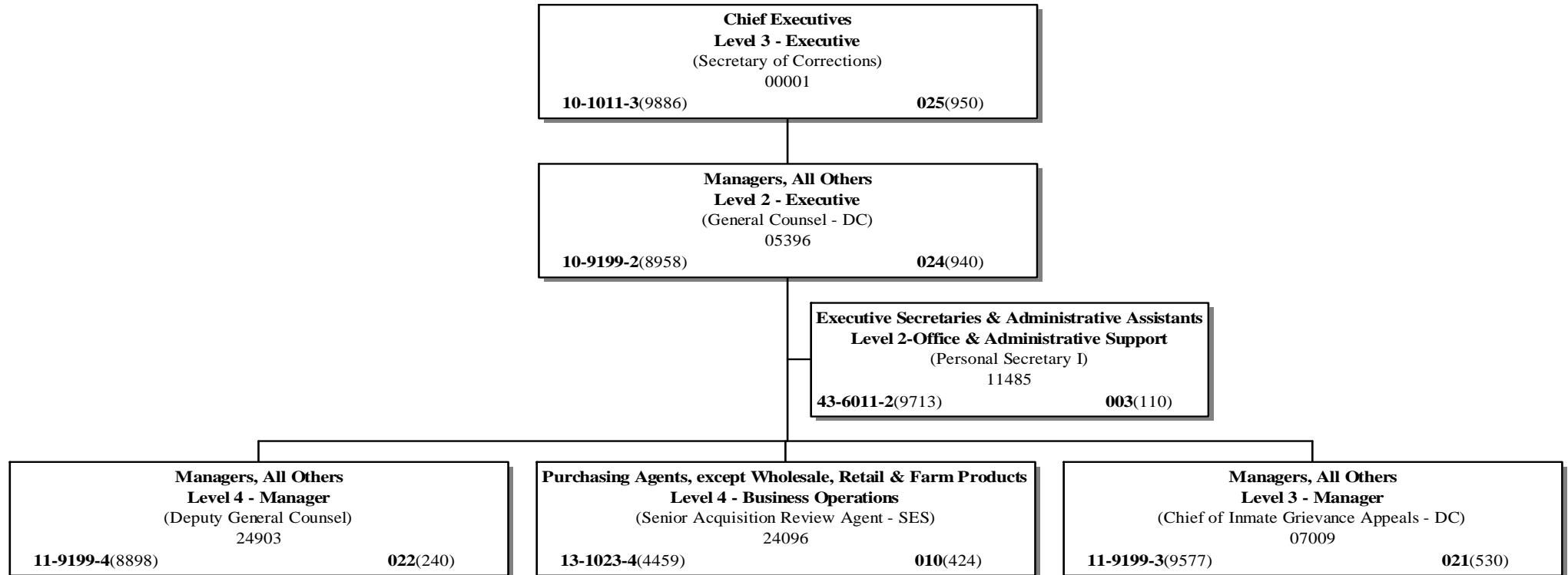


04489 Reclassed from Sr.Management Analyst Supervisor-SES to Human Resource Consultant-SES, effective 10/17/08
 36221 Reclassed from Staff Assistant-SES to Personnel Technician I-SES, effective 10/17/08

Department of Corrections	70
Secretary's Office	10
Office of the General Counsel	20
Policy Development	10
Inmate Grievance Appeals	11
Legal Services	20
Land Aquisition	22

**OFFICE OF THE GENERAL COUNSEL
CENTRAL OFFICE
INMATE GRIEVANCE**

Submitted : 6-21-10
Verified By : Devaris Chandler
Effective:6-21-10

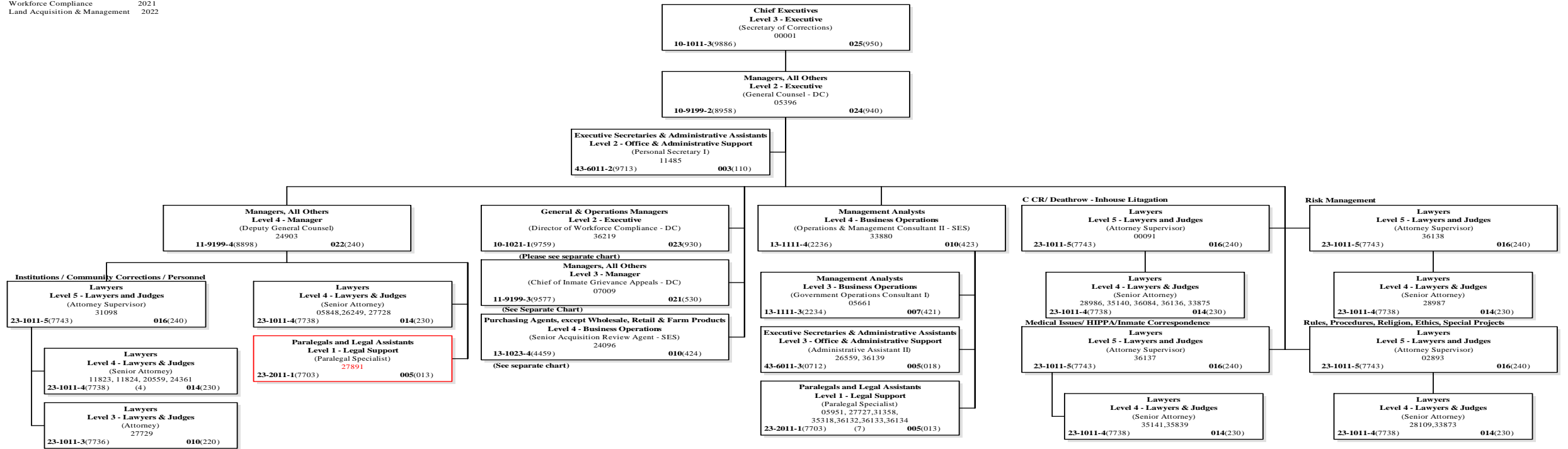


Position 27891 Chief of Policy Development - DC will be reclassified to a Paralegal Specialist

Department of Corrections 70
 Secretary's Office 10
 Office of the General Counsel 20
 Policy Development 2010
 Inmate Grievance Appeals 2011
 Legal Service 2020
 Workforce Compliance 2021
 Land Acquisition & Management 2022

**Office of the General Counsel
 Central Office**

Submitted: 6-2010
 Verified By: D. Chandler
 Effective:

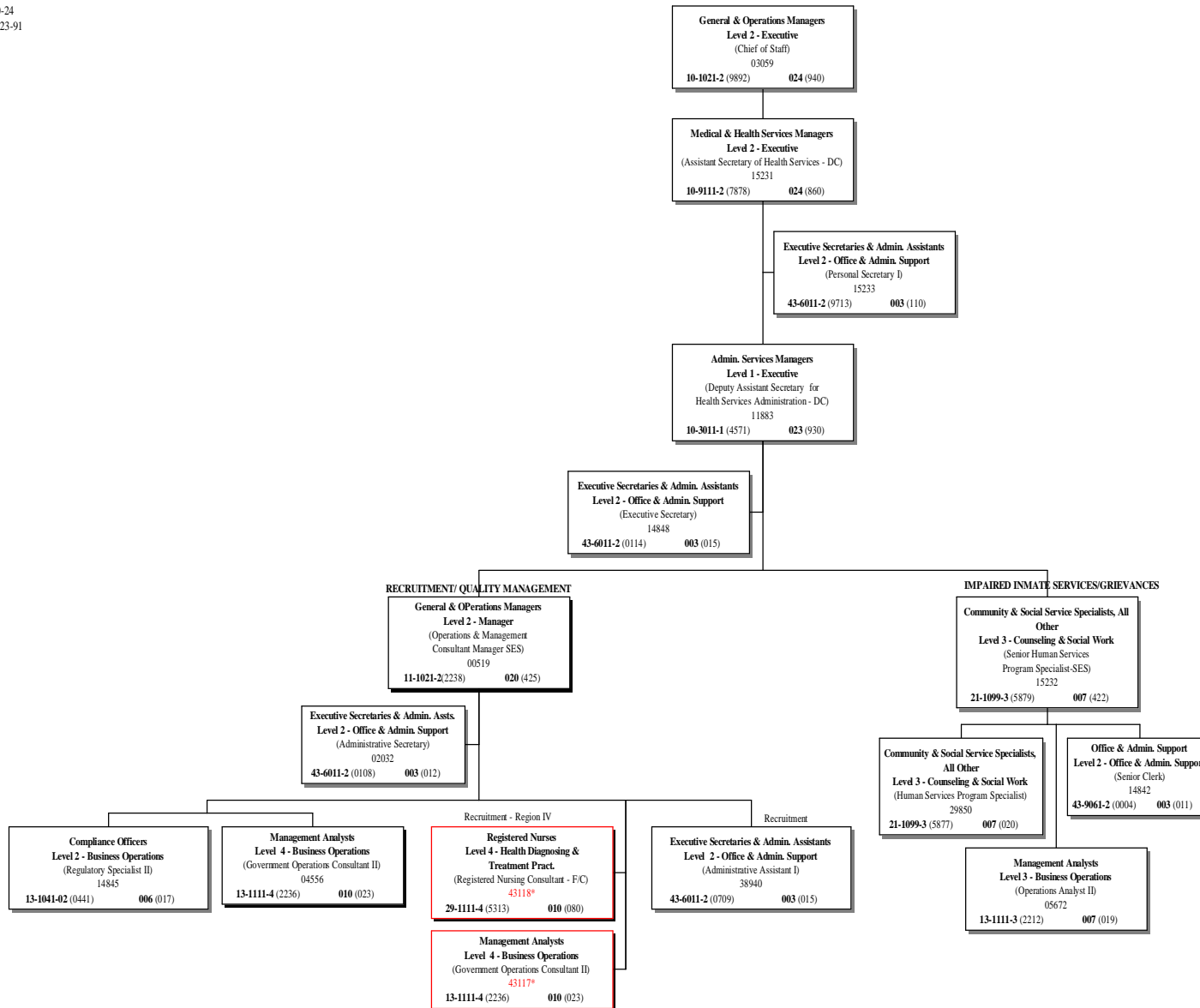


Position 27891 Chief of Policy Development will be reclassified to Paralegal Specialist

Department of Corrections 70
 Office of Health Services 50
 Central Office 20
 Contracts 20-20
 Recruitment 20-21
 Planning & Evaluation 20-22
 Quality Management 20-24
 TB Grant 10-23-91

Office of Health Services
 Central Office-Administration
 Chart 1 of 2

Submitted: 7/30/09
 Verified: Brenda Williams
 Effective: 8/7/09



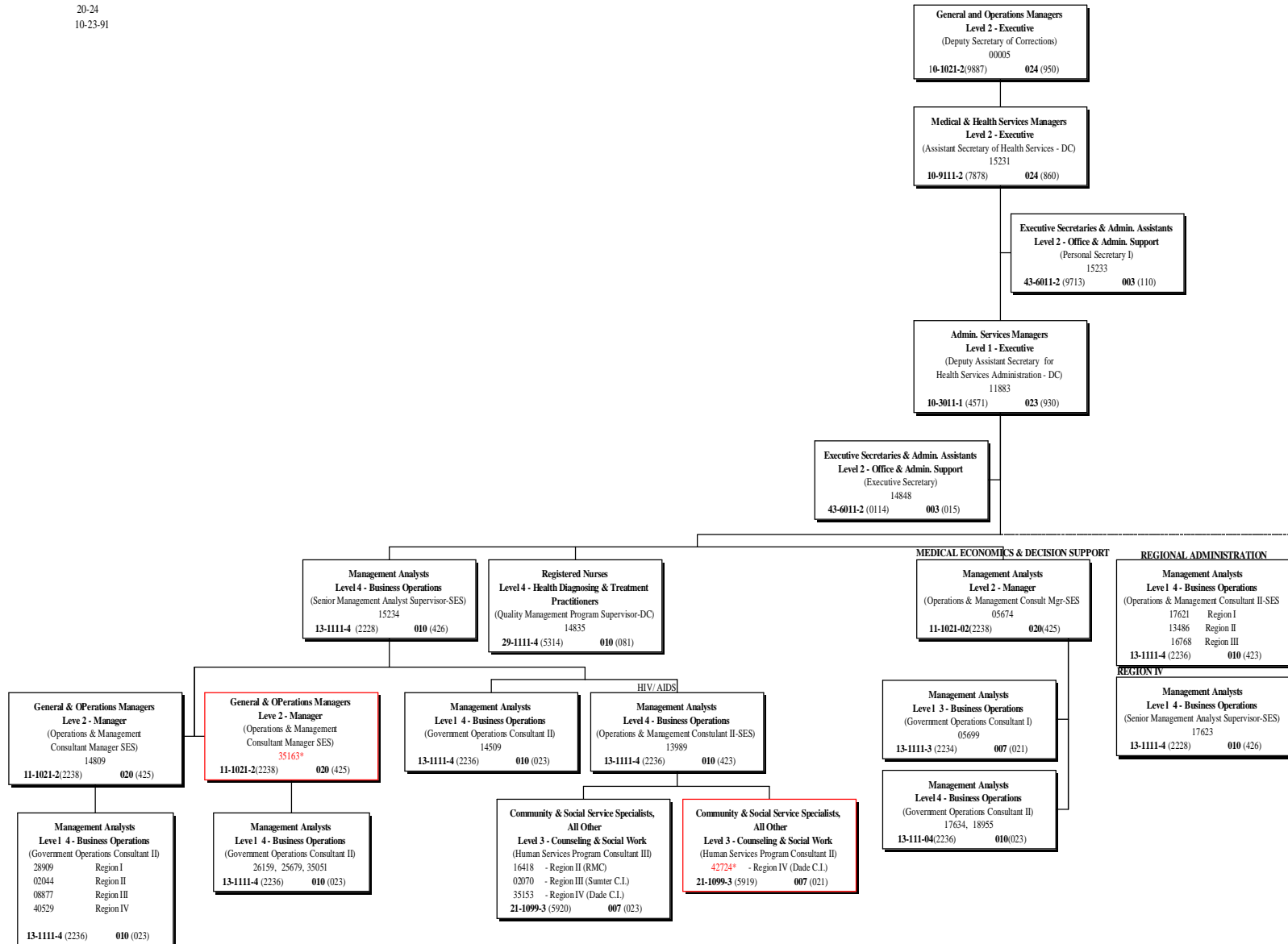
Registered Nursing Consultant # 43118 and GOC II # 43117 established for Recruitment in Region IV. Positions physically located in Region IV.

See Chart 2 for remainder of Health Services Administration

Department of Corrections 70
 Office of Health Services 50
 Central Office 20
 Contracts 20-20
 Recruitment 20-21
 Planning & Evaluation 20-22
 Quality Management 20-24
 TB Grant 10-23-91

Office of Health Services
 Central Office-Administration
 Chart 2 of 2

Submitted: 7/6/09
 Verified: Brenda Williams
 Effective: 7/10/09



Registered Nurse Consultant #35163 reclassified to Operations & Management Consultant Manager-SES.
 Human Services Program Consultant II #42724 established. Position physically located in Region IV but coded to and reports to Central Office.

See Chart 1 for remainder of Health
 Services Administration

Department of Corrections
 Assistant Secretary of Health Services
 Medical Services
 Dental Services

70
 50
 10
 21

**Office of Health Services
 Central Office-Dental Services**

Submitted: _____7/31-02-_____
 Verified by: _____Brenda Williams_____
 Effective Date: __7/1/02_____

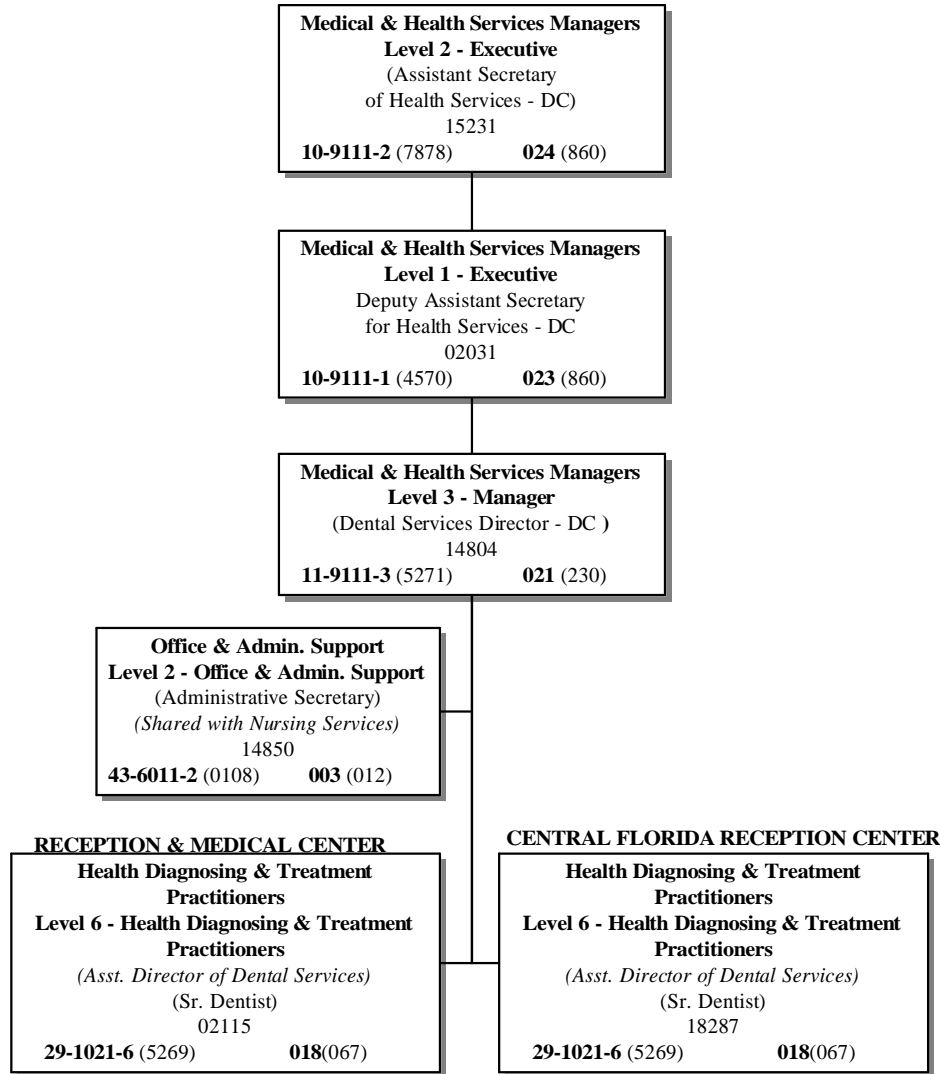
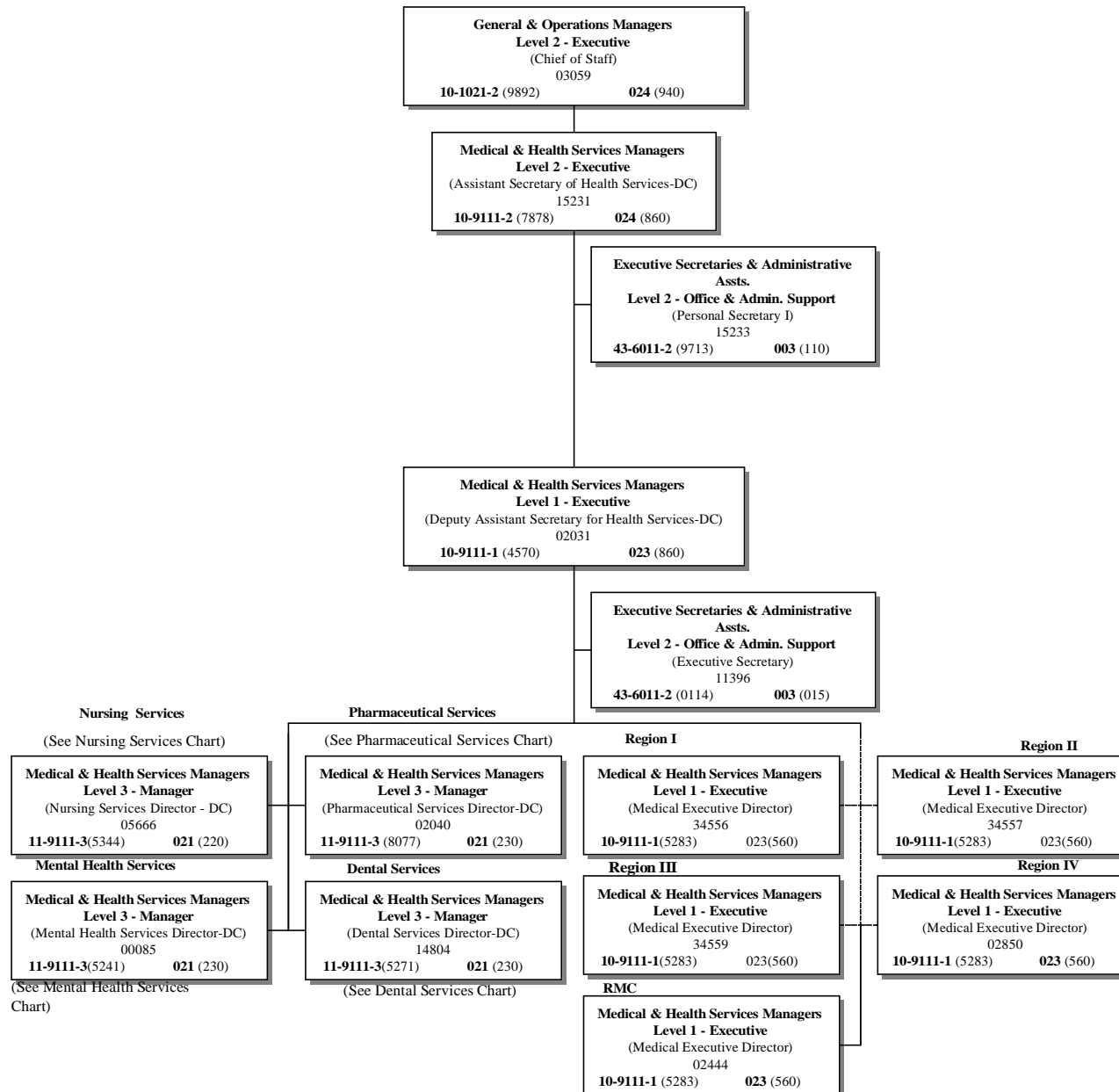


Chart reflects the new occupational titles, levels and codes as a result of Broadbanding.

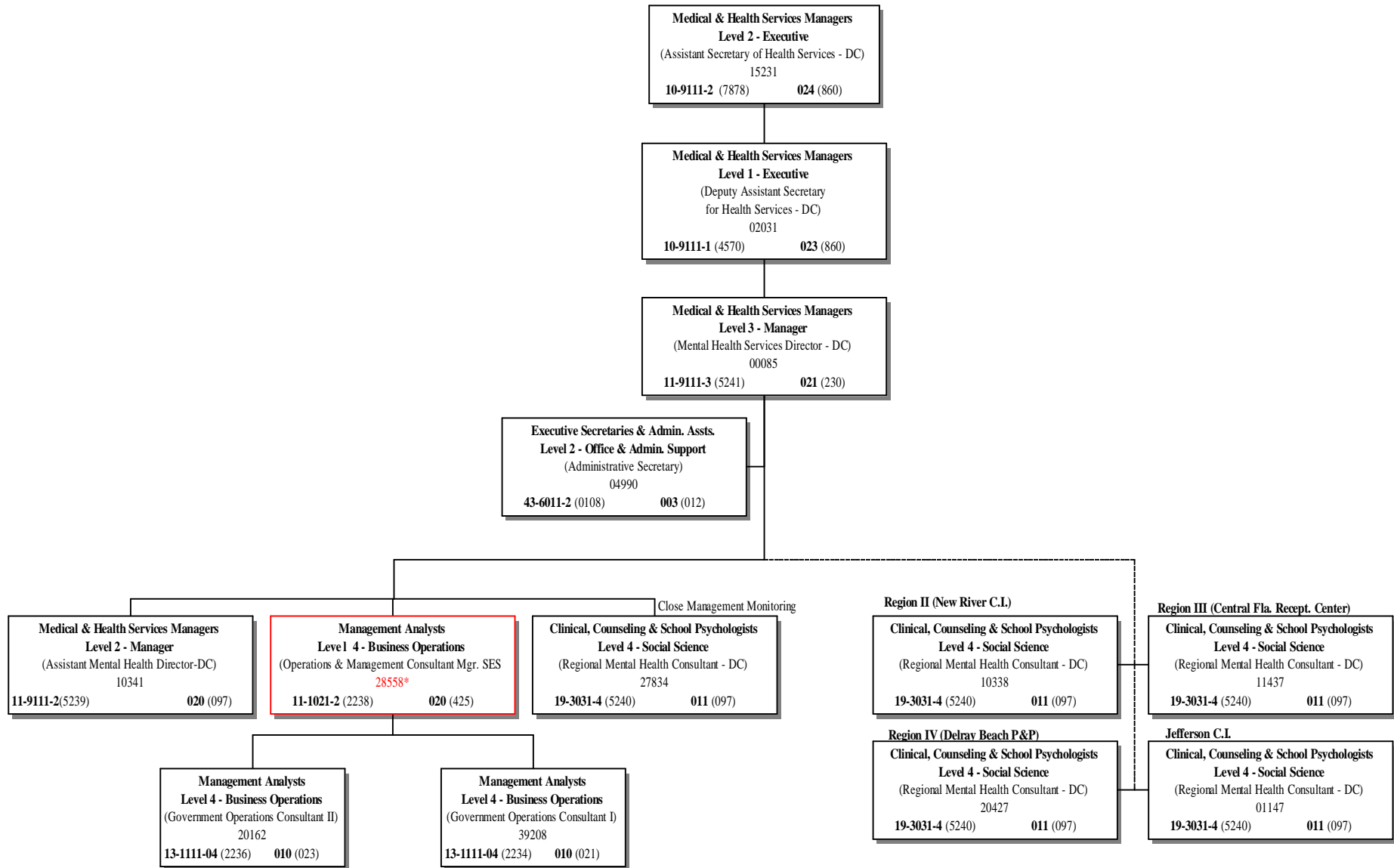
**Central Office Health Services
Medical Services**



Department of Corrections 70
 Assistant Secretary of Health Services 50
 Medical Services 10
 Mental Health Services 22

**Office of Health Services
 Central Office-Mental Health Services**

Submitted: 5/28/09
 Verified by: B. Williams
 Effective Date: 5/29/09

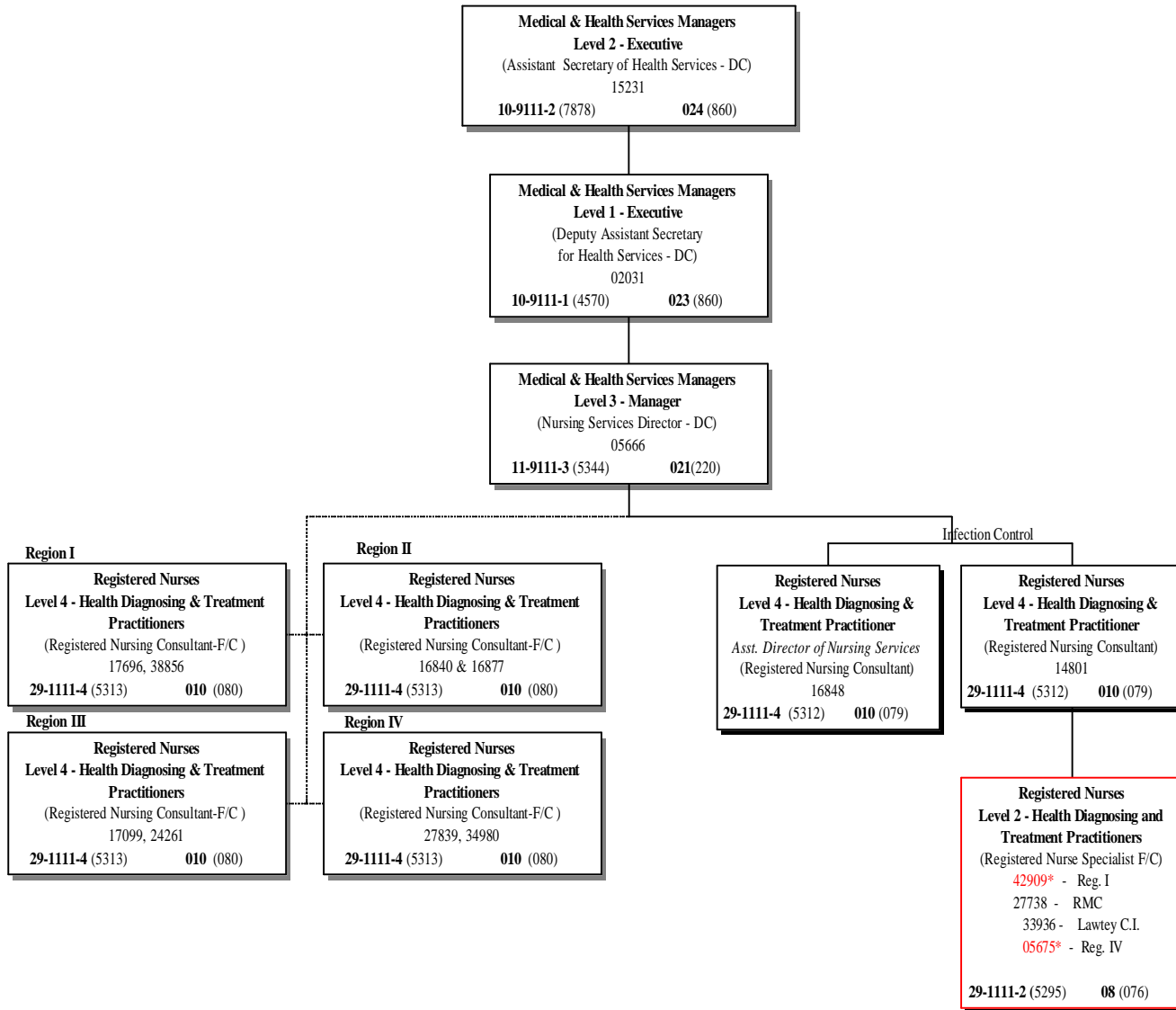


OMC II-SES #28558 reclassified to OMC Manager-SES.

Department of Corrections 70
 Assistant Secretary of Health Services 50
 Medical Services 10
 Nursing Services 23

**Office of Health Services
 Central Office-Nursing Services**

Submitted: ___/7/22/09
 Verified by: ___Brenda Williams_____
 Effective Date: ___7/24/09___

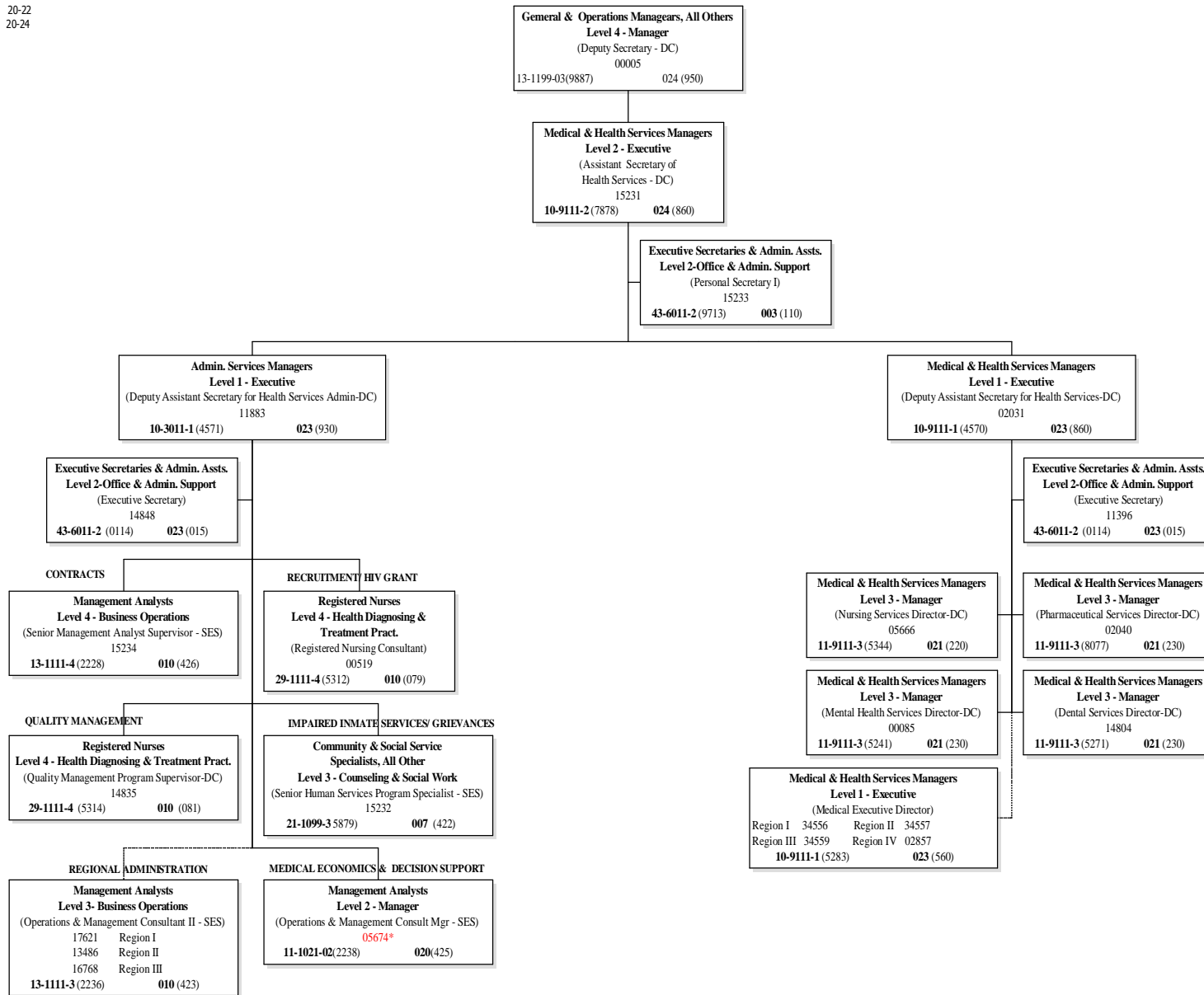


Registered Nurse Specialist F/C #05675 physical location transferred from Region II to Region IV.
 Registered Nurse Specialist F/C # 42909 established. Organizationally assigned to Central Office. Physically located in Region I.

Department of Corrections 70
 Office of Health Services 50
 Central Office 20
 Contracts 20-20
 Recruitment 20-21
 Planning & Evaluation 20-22
 Quality Management 20-24

**Office of Health Services
 Central Office - Overview**

Submitted: __/8/22/08_____
 Verified: _____ H. Reese_____
 Effective Date: __/8/22/08_____

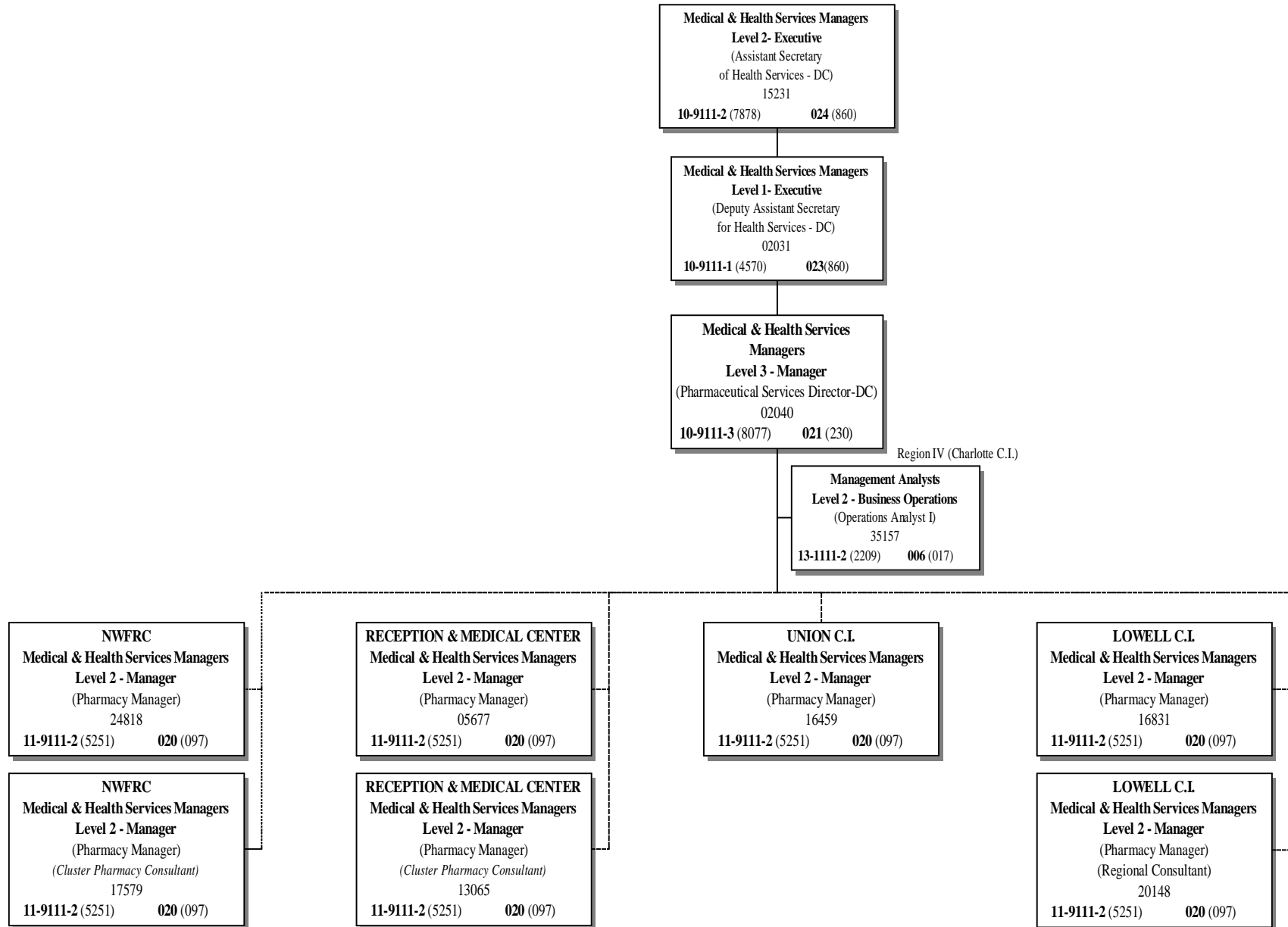


8/22/08 - 05674 Moved various positions around to enhance the reports function - developing into the Medical Economics & Dec. Support section.

Department of Corrections 70
 Assistant Secretary of Health Services 50
 Medical Services 10
 Pharmacy Services 20

**Office of Health Services
 Central Office-Pharmacy Services**

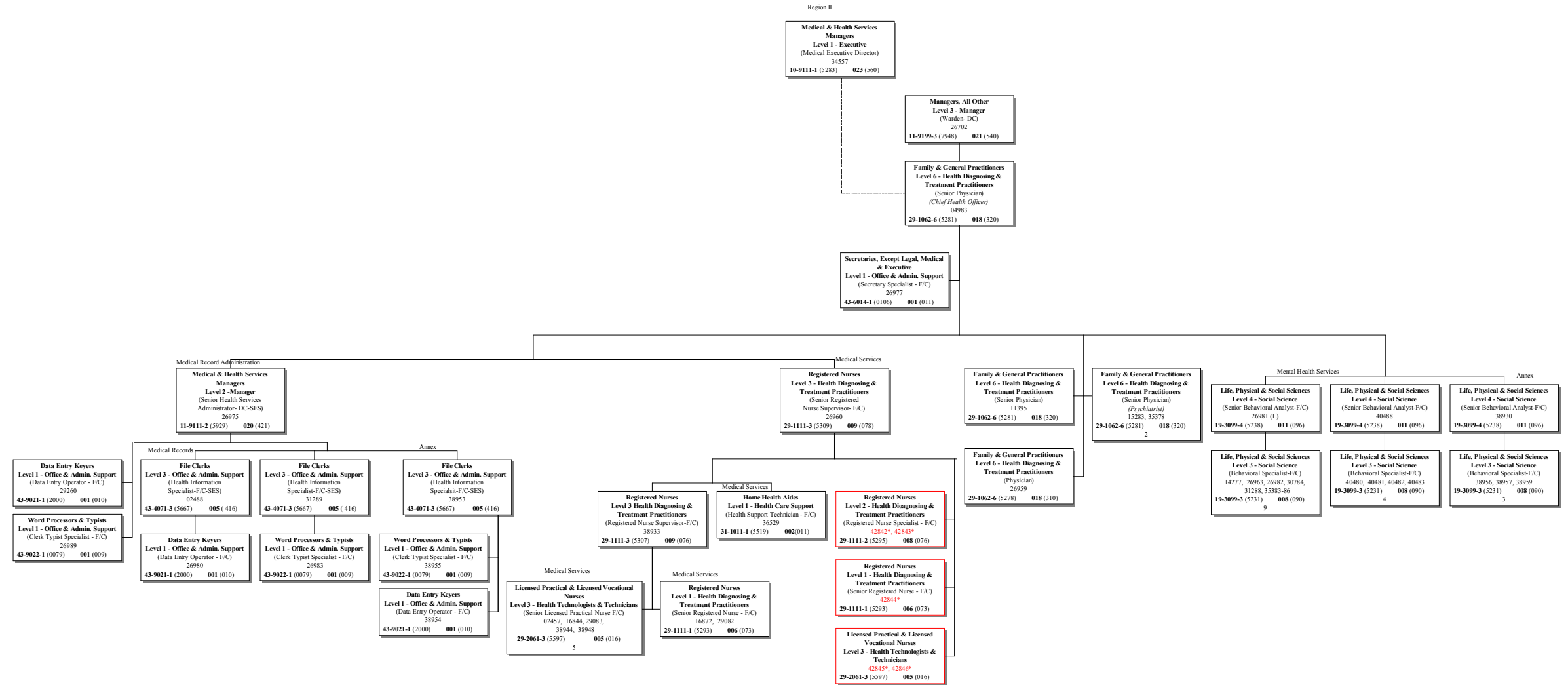
Submitted: 3825/08
 Verified by: Brenda Williams
 Effective Date: 3/21/08



Department of Corrections 70
 Lake City Service Center 32
 Region II 20
 Columbia C.I. 35
 Main 49
 Medical Services 27
 Mental Services 28
 Dental Services 29

Columbia Correctional Institution
Medical and Mental Health Services
 Chart 1 of 2

Submitted: 7/17/09
 Verified: Brenda Williams
 Effective: 7/10/09



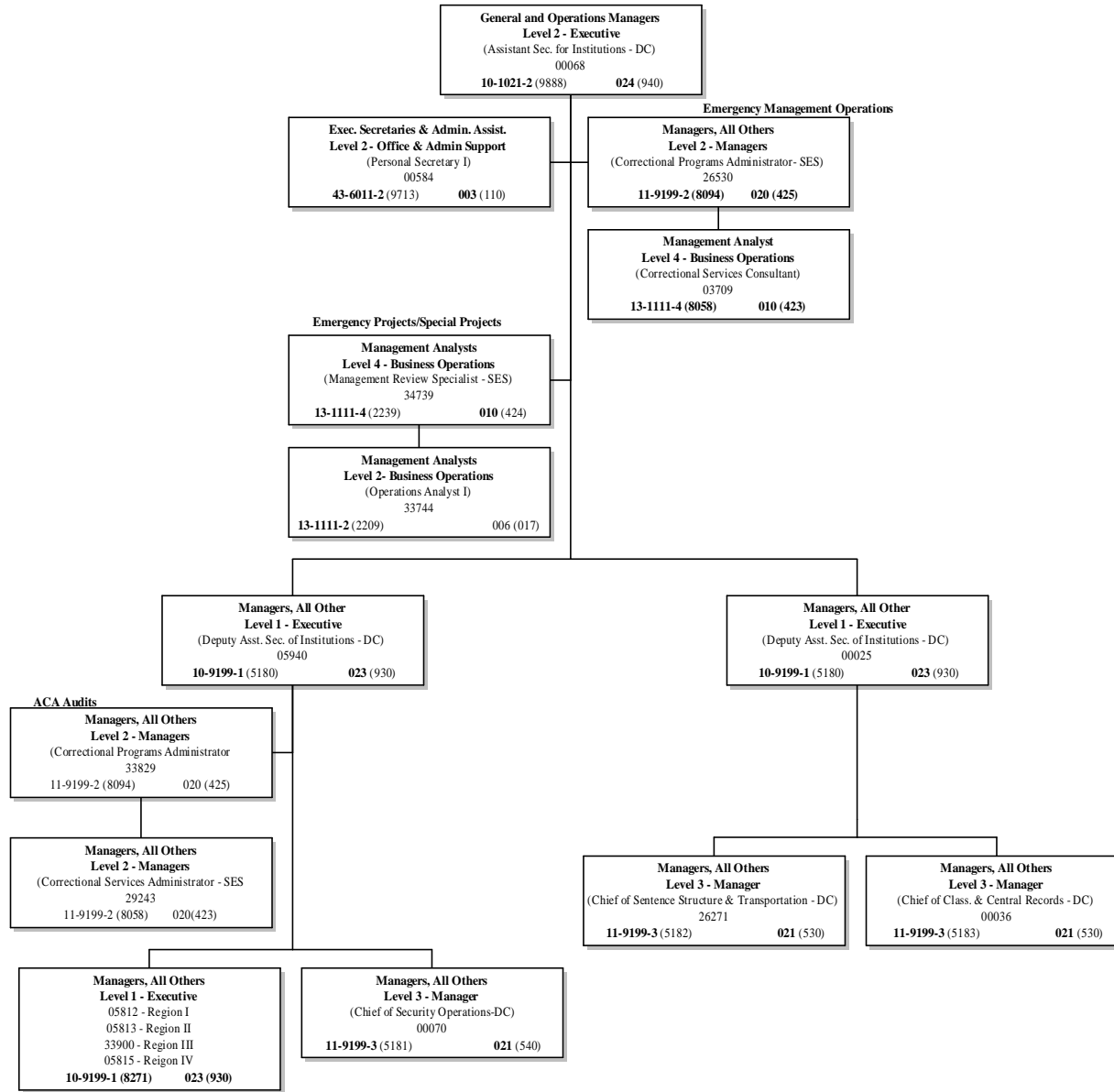
Sr. Behavioral Analyst F/C #42706 established to relieve overlap. Position then transferred to Lancaster C.I. There was no position at Lancaster so incumbent was overlapped in Columbia position. New position should have been established at Lancaster C.I. RN Specialist F/C 3 42842 & # 42843; Sr. RN F/C #42844; and Sr. LPN F/C # 42845 & # 42846 established to reduce Agency use

Dental Services on separate chart.

Department of Corrections 70
 Security and Institutional Management 30
 Institution Operations 01
 Institution Classification 02
 Security Operations 01/10
 Classification & Central Records 02/10
 Sentence Structure and Classification 02/11

**Security & Institutional Management
 Central Office Overview**

Submitted : 7-17-08
 Verified By: Christie Green
 Effective: 7-1-08

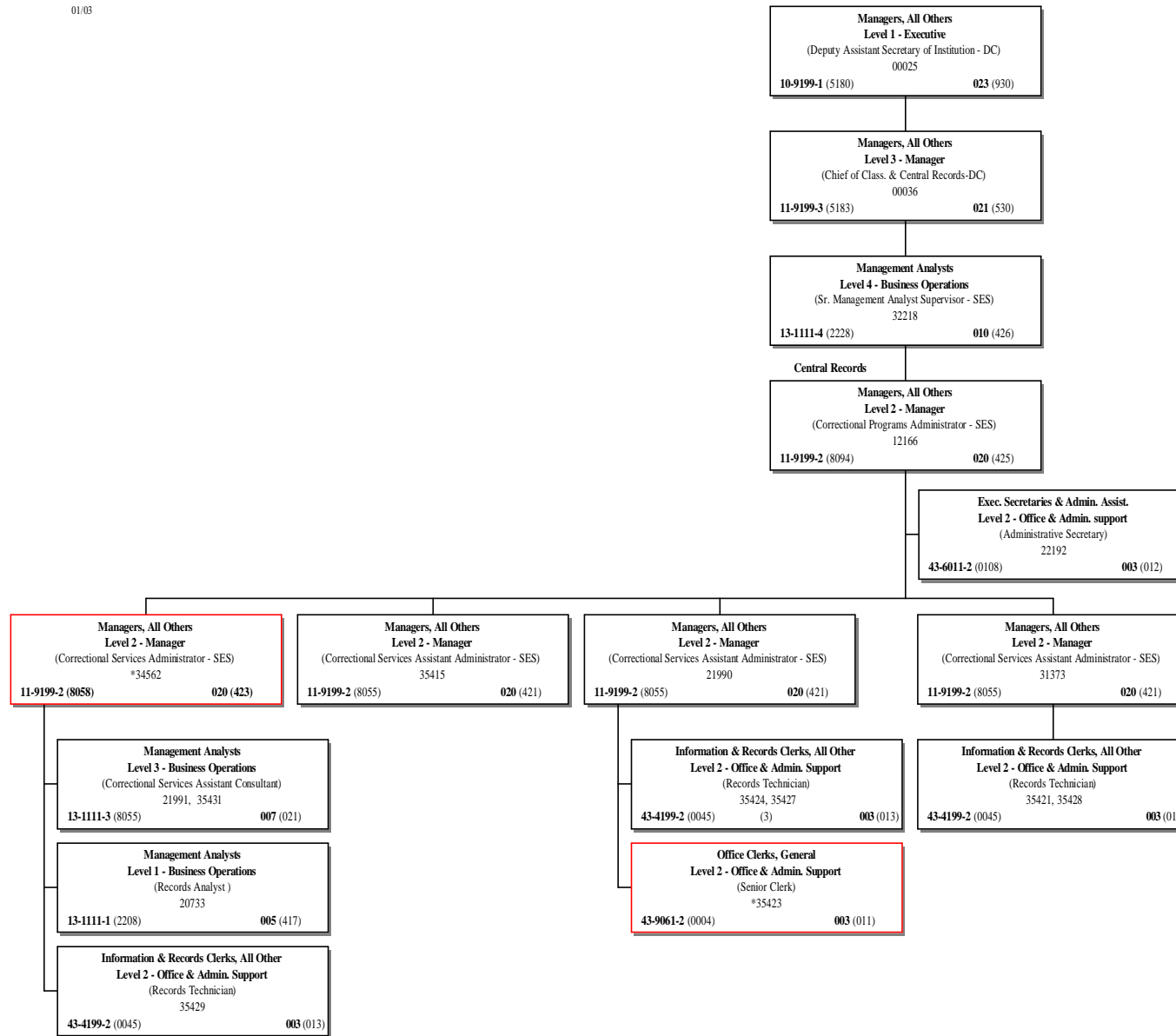


Position 40750 - Executive Secretary was deleted effective 7-1-08

Department of Corrections 70
 Security & Institutional Management 30
 Institution Classification 02
 Classification & Central Records 10
 State Classification 01
 Central Visitation 01/01
 Central Records 01/02
 State Classification 01/03

Security and Institutional Management Classification and Central Record - Central Records

Submitted: 9-24-08
 Verified by: Christie Green
 Effective 9-19-08

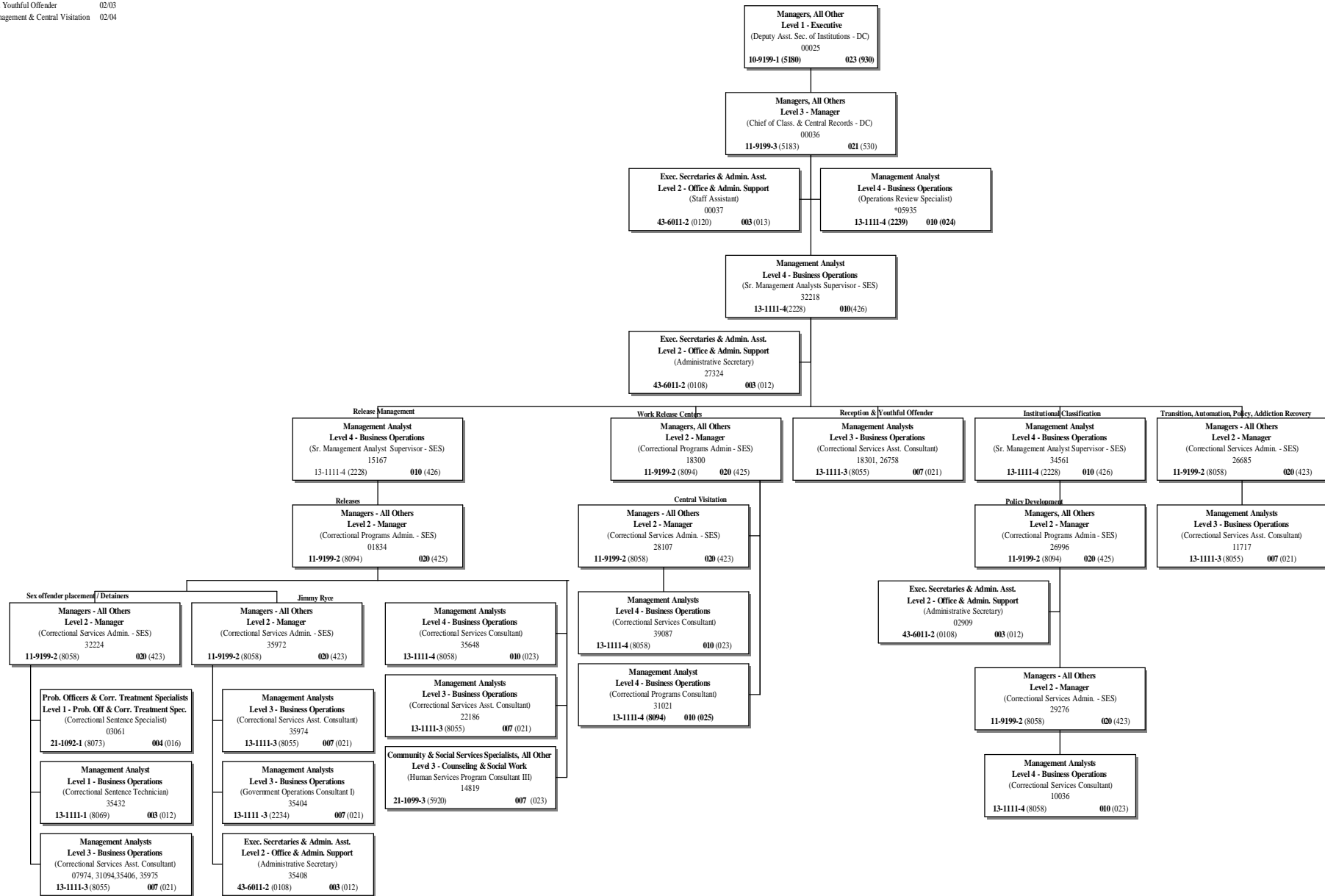


Moved position 34562 - CSA from Policy Development to Central Records to replace a deleted position effective 9-19-08. Changed the supervisor on position 35423 from 35415 to 21990 effective 9-19-08

Department of Corrections 70
 Security & Institutional Management 30
 Institution Classification 02
 Classification & Central Records 10
 Institution Classification 02/01
 Inmate Labor 02/02
 Reception & Youthful Offender 02/03
 Release Management & Central Visitation 02/04

Security & Institution Management
Institution Classification - Inmate Labor - Reception & Youthful Offenders - Release Management/Central Visitation

Verified: 7-28-09
 Submitted By: Christie Green
 Effective Date: 7-24-09

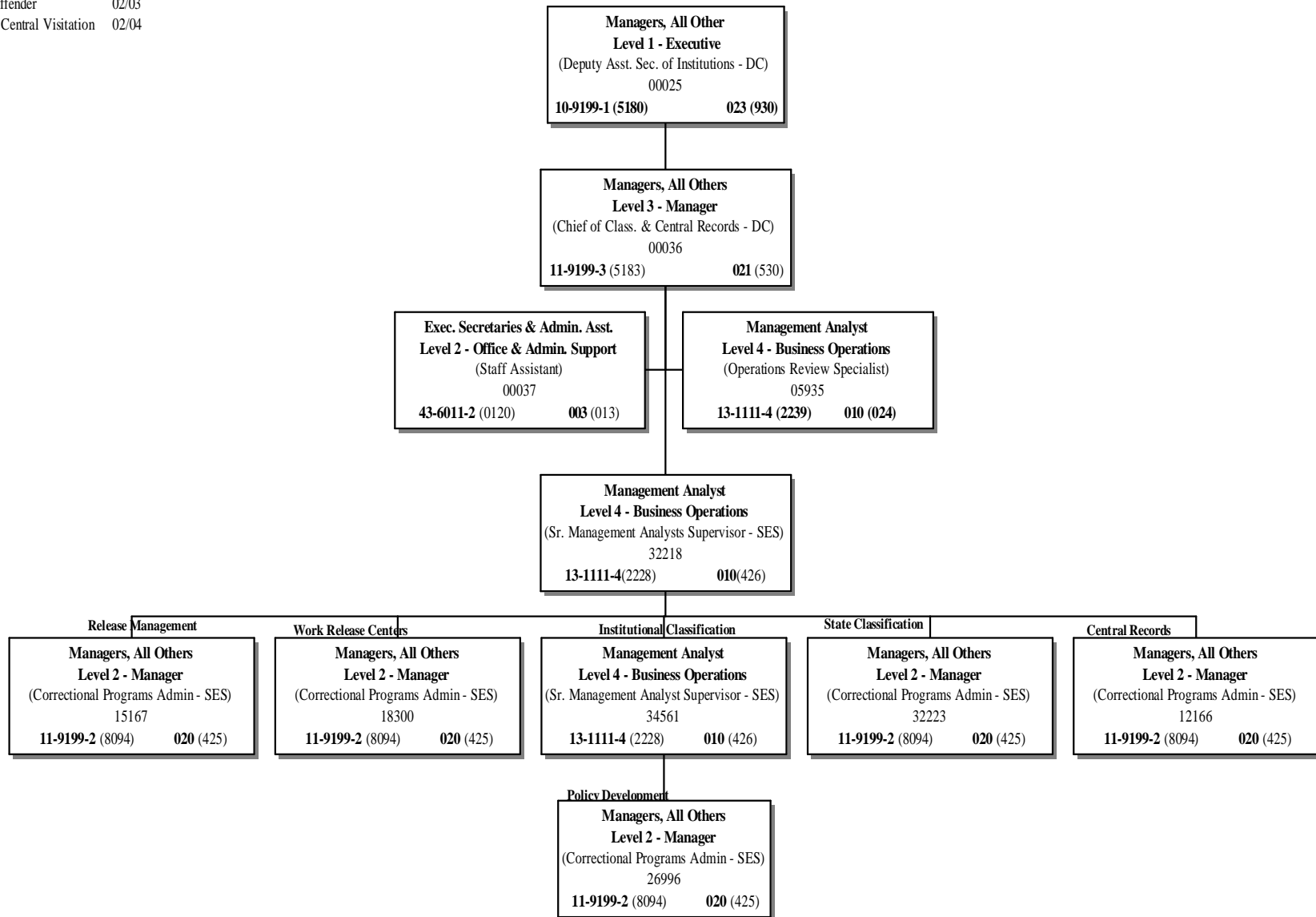


Deleted Correctional Programs Administrator - SES position 00076 (Reception & Youthful offender unit) and Sr. Clerk position 35978 effective 7-24-09

Department of Corrections 70
 Security & Institutional Management 30
 Institution Classification 02
 Classification & Central Records 10
 Institution Classification 02/01
 Inmate Labor 02/02
 Reception & Youthful Offender 02/03
 Release Management & Central Visitation 02/04

Security & Institution Management Classification & Central Records (overview)

Verified: 8-12-09
 Submitted By: Christie Green
 Effective Date: 7-24-09

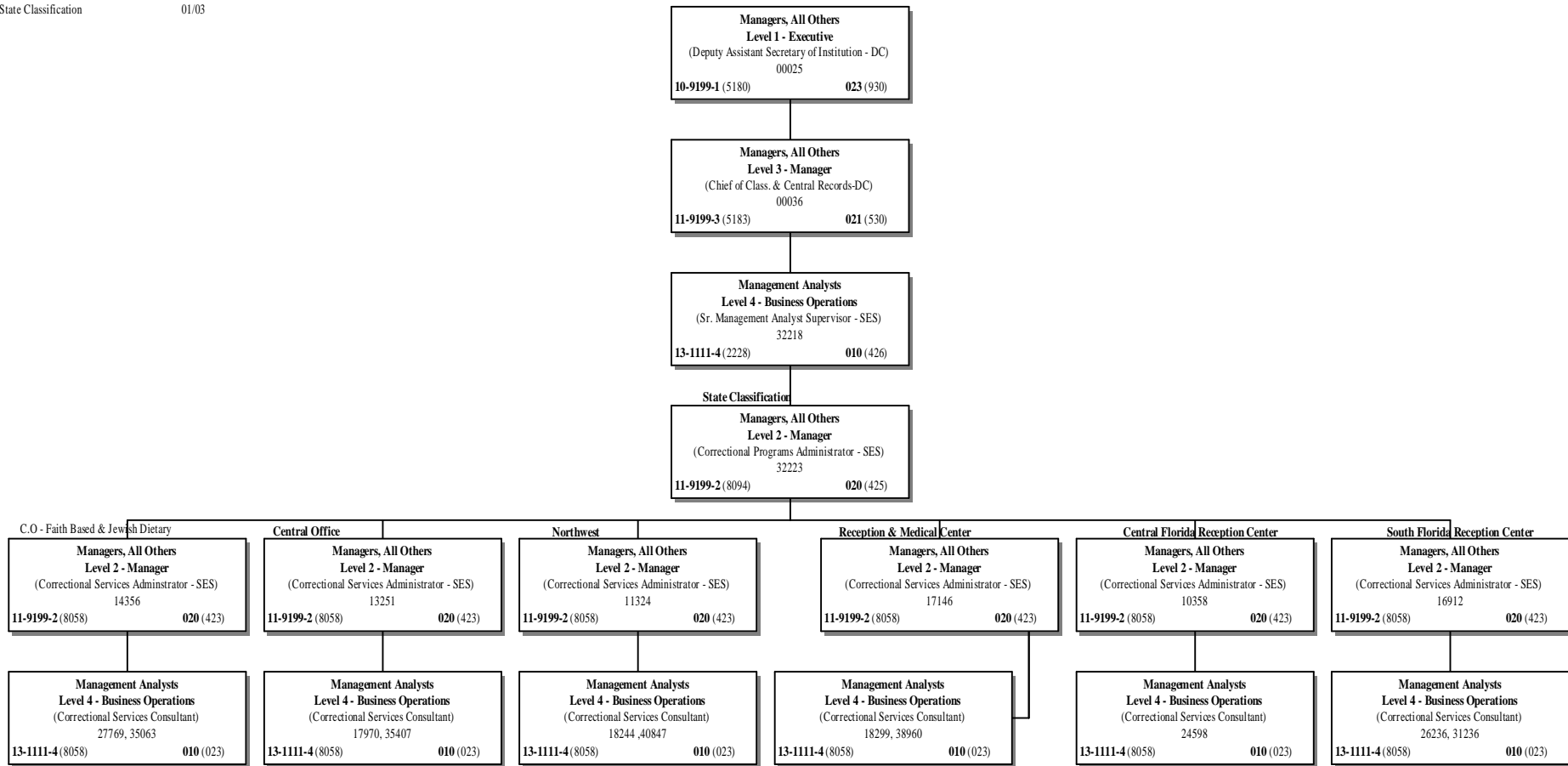


Positron 00076 - Correctional Programs Administrator - SES deleted effective 7-24-09

Department of Corrections 70
 Security & Institutional Management 30
 Institution Classification 20
 Classification & Central Records 10
 State Classification 01
 Central Visitation 01/01
 Central Records 01/02
 State Classification 01/03

Security and Institutional Management Classification and Central Record - State Classification

Submitted 7-17-08
 Verified by: Christie Green
 Effective: 7-1-08

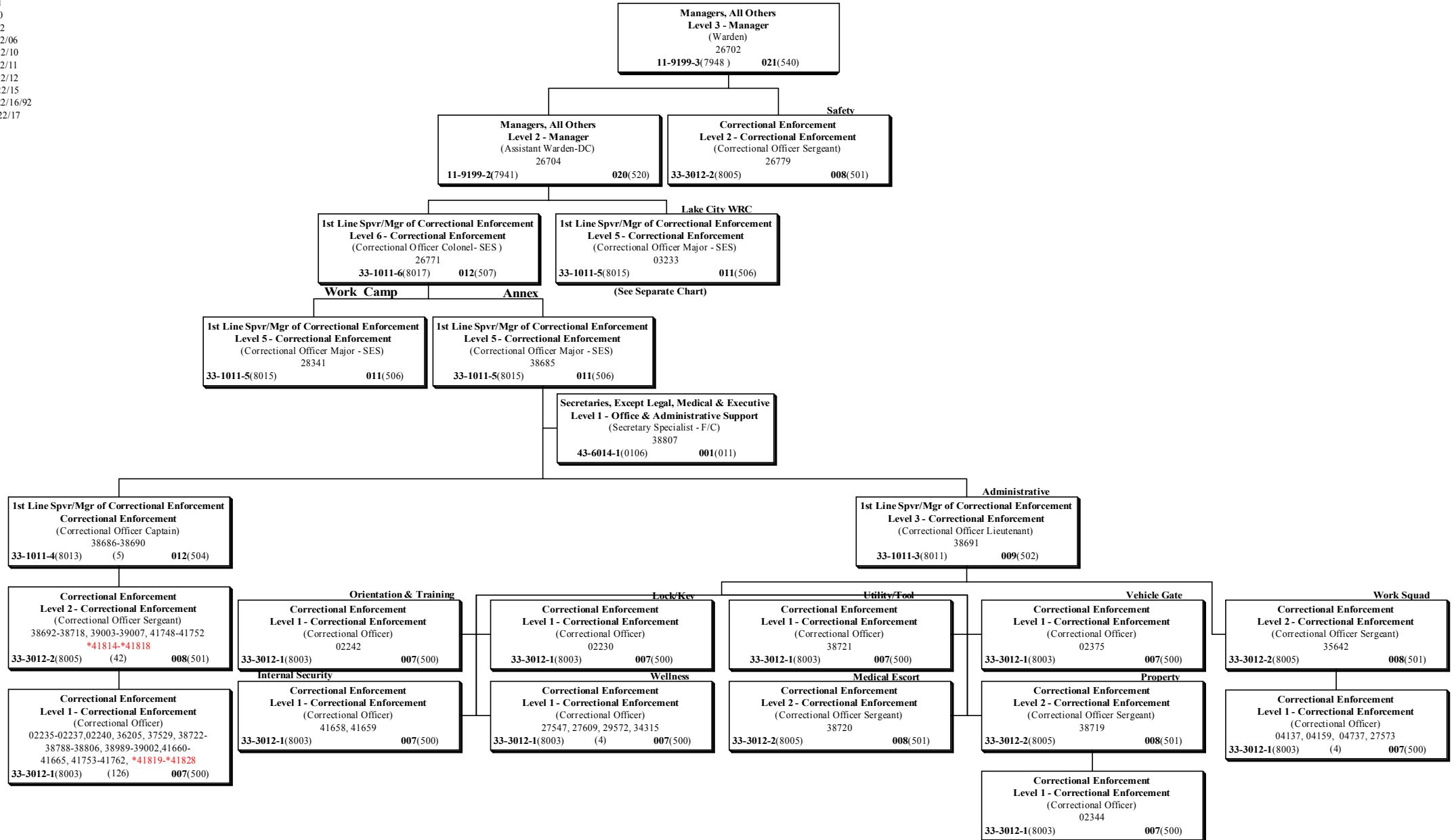


Position 31963 - Administrative Secretary deleted 7-1-08

Department of Corrections	70
Security & Institutional Management	
Administrative Service Center	32
Region II	20
Columbia Correctional Institutional	35
Main Unit	49
Work Camp	50
Annex	51
Lake City WRC	80
Security	22
Medical Escort	22/06
Restricted Labor Squad	22/10
Internal Work Squad	22/11
External Work Squad	22/12
Contracted Food Service	22/15
Wellness Program-IWTF	22/16/92
Laundry	22/17

Columbia Correctional Institution Security - Annex

Submitted: 9-30-08
 Verified By: Christie Green
 Effective 10-3-08

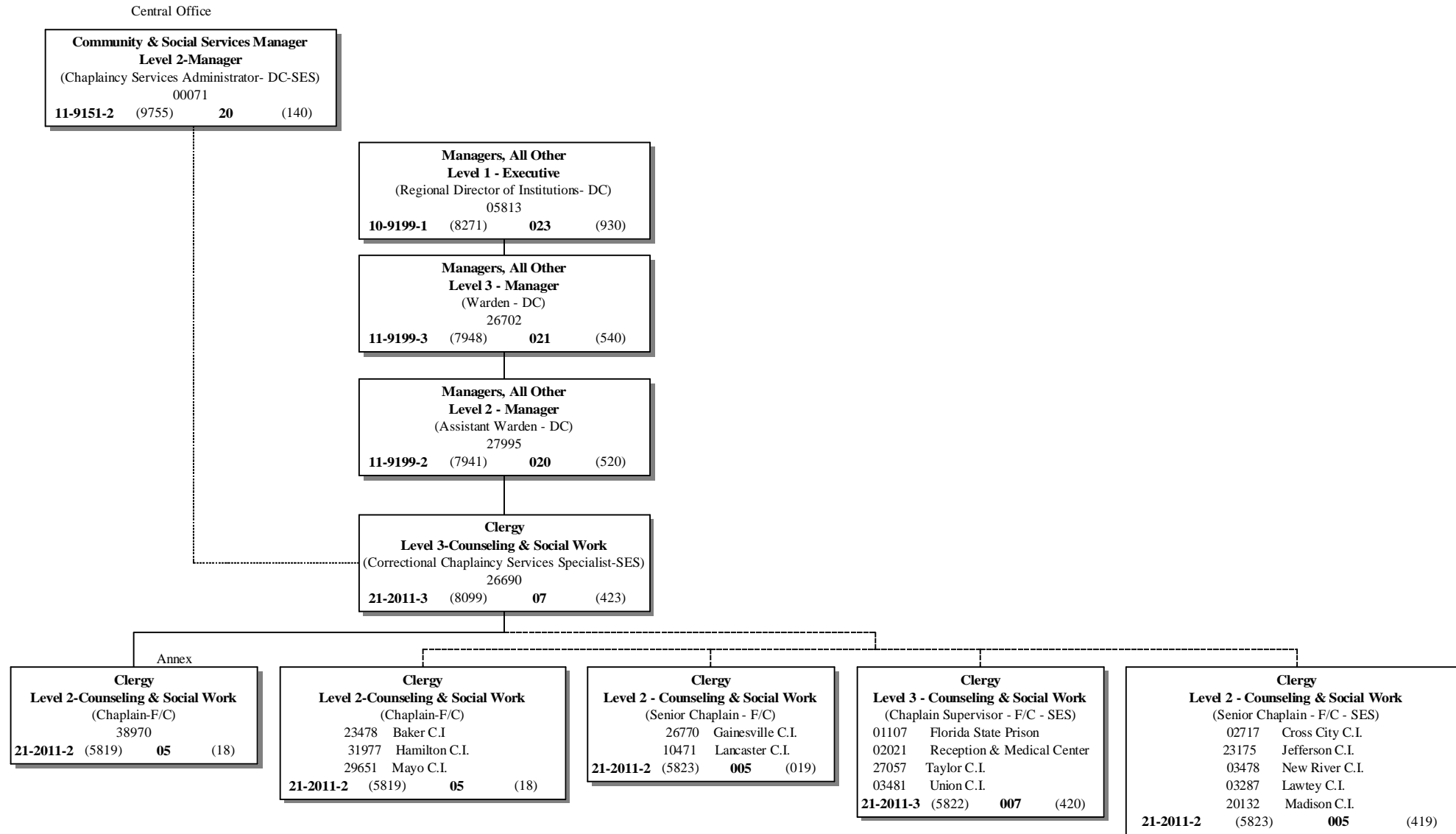


**CDL Requirement Established 5 C. O. Sergeants positions 41814-41818 and 10 Correctional Officer positions 41819-41828 effective 10-3-08

Department Of Corrections 70
 Lake City Service Center 32
 Region II 20
 Columbia C.I. 35
 Main 49
 Chaplaincy 26

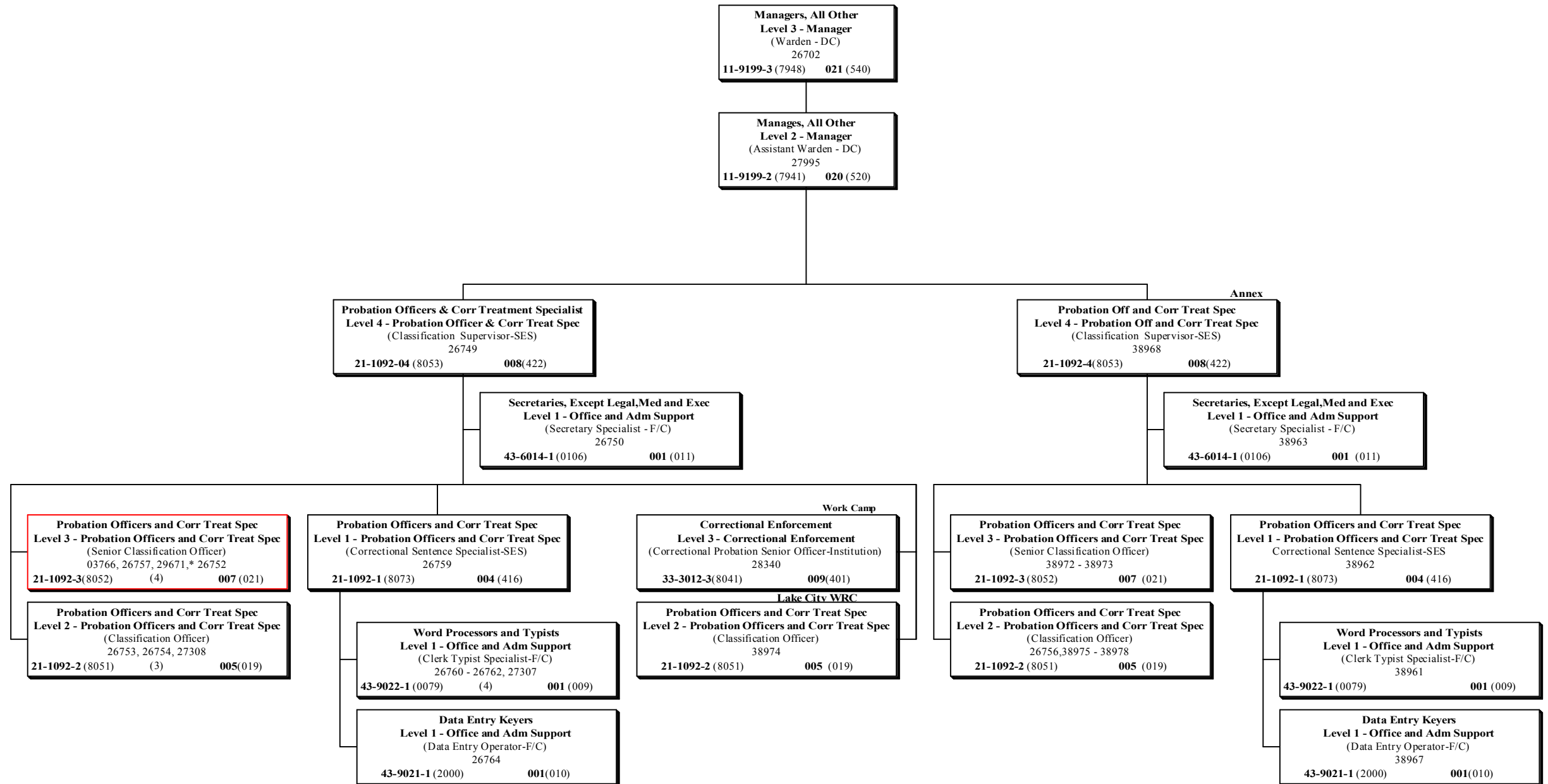
**Columbia Correctional Institution
 Chaplaincy Services**

Submitted: 7/15/08
 Verified: Brenda Williams
 Effective: 7/1/08



Sr. Chaplain F/C #37197 and Chaplain F/C #28404 deleted as part of the 2008-09 deletions.

COLUMBIA CORRECTIONAL INSTITUTION CLASSIFICATION & RECORDS

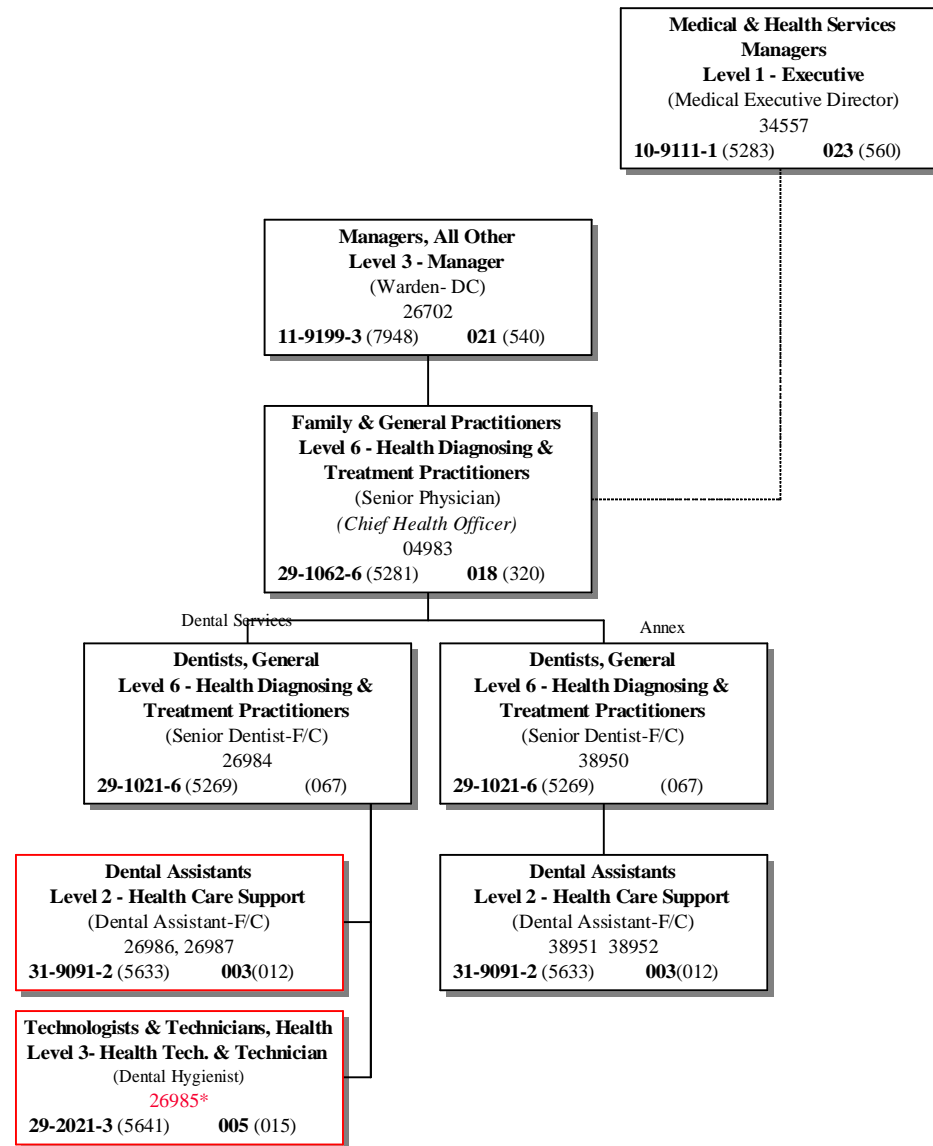


*Position 26752 reclassified from Correctional Probation Sr. Officer - Institution to Sr. Classification Officer effective 5-1-09

Department of Corrections	70
Lake City Service Center	32
Region II	20
Columbia C.I.	35
Main	49
Medical Services	27
Mental Services	28
Dental Services	29

**Columbia Correctional Institution
Health Services
Chart 2 of 2**

Submitted: ___2/5/09
 Verified: _____Brenda Williams___
 Effective _____2/6/09



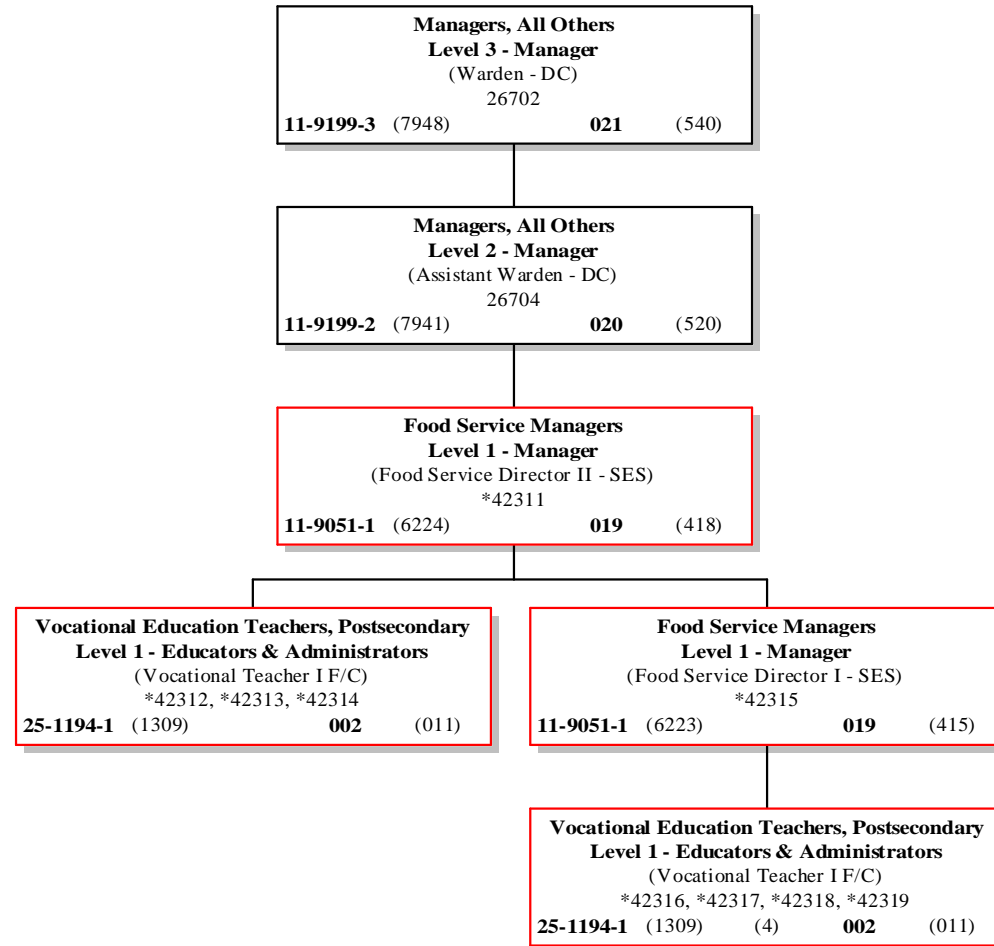
Dentist F/C #26985 reclassified to Dental Hygienist.

Medical & Mental Health Services on separate chart.

Department of Corrections 70
 Lake City Service Center 32
 Region II 20
 Columbia C. I. 35
 Main Unit 49
 Food Service 15

Columbia Correctional Institution Food Service

Submitted: 7-8-09
 Verified: Christie Green
 Effective: 7-10-09

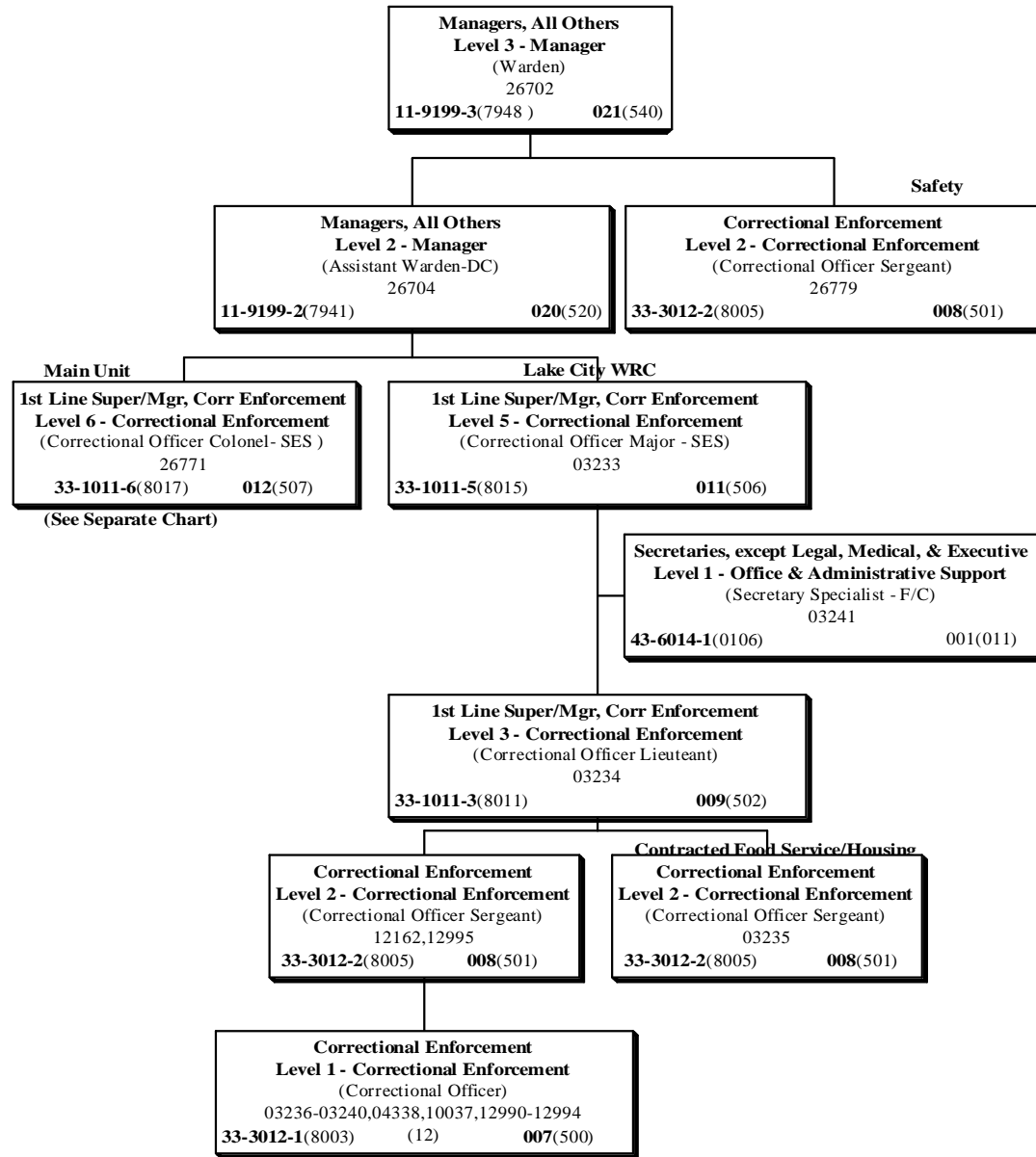


Established Food Service Director II - SES position 42311 and Food Service Director I - SES 42315, and Vocational Instructor I F/C positions 42312-42314 and 42316-42319 effective 7-10-09

Department of Corrections	70
Security & Institutional Management	
Lake City Service Center	32
Region II	20
Columbia Correctional Institutional	35
Main Unit	49
Work Camp	50
Annex	51
Lake City WRC	80
Security	22
Medical Escort	22/06
Restricted Labor Squad	22/10
Internal Work Squad	22/11
External Work Squad	22/12
Contracted Food Service	22/15
Wellness Program-IWTF	22/16/92
Laundry	22/17

Columbia Correctional Institution Lake City WRC - Security

Submitted 7-29-03
 Verified By: Christie Green
 Effective: 7-29-03



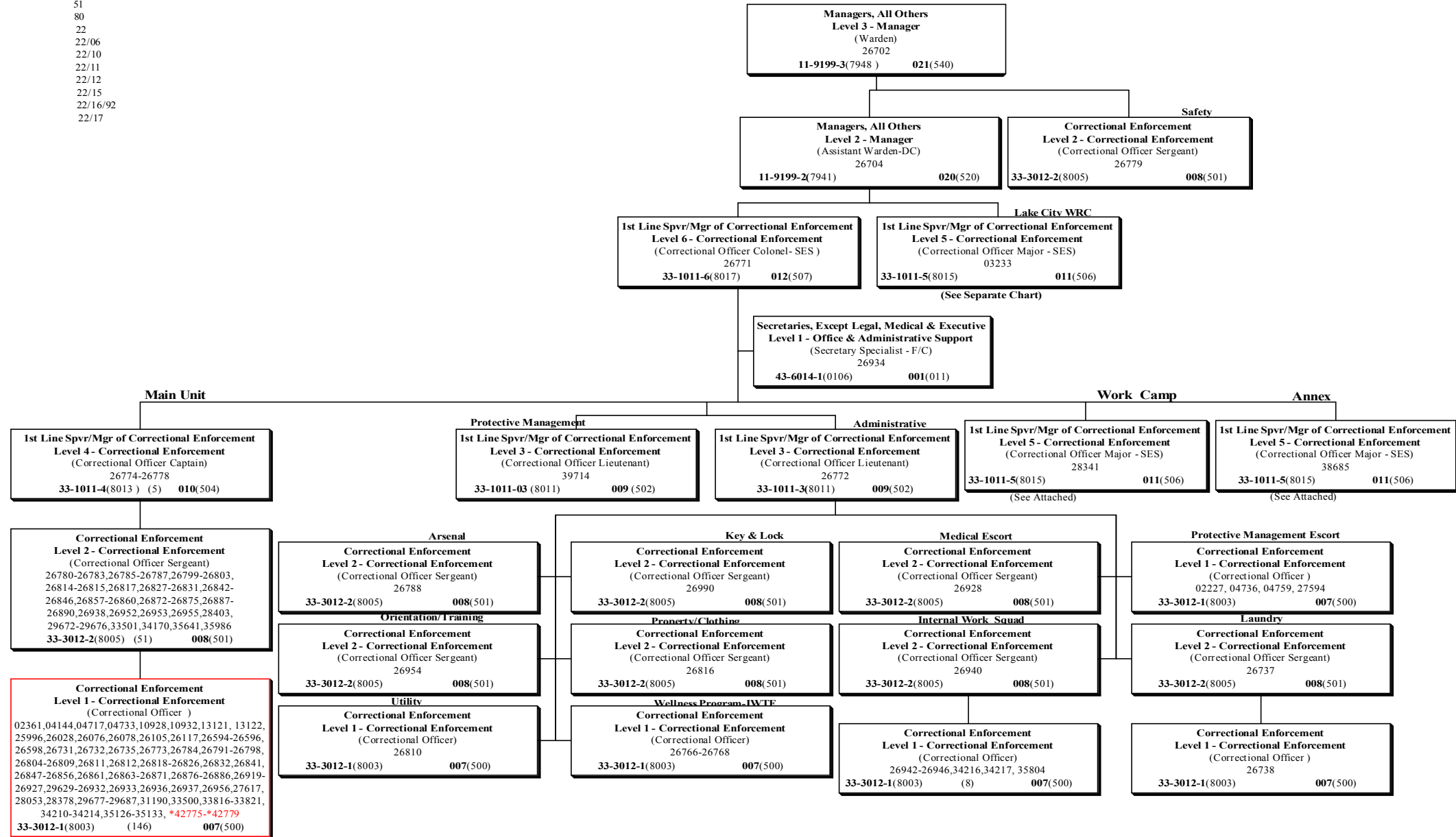
**CDL Requirement

Chart split due to size increasing 7-29-03

Department of Corrections	70
Security & Institutional Management	
Administrative Service Center	32
Region II	20
Columbia Correctional Institutional	35
Main Unit	49
Work Camp	50
Annex	51
Lake City WRC	80
Security	22
Medical Escort	22/06
Restricted Labor Squad	22/10
Internal Work Squad	22/11
External Work Squad	22/12
Contracted Food Service	22/15
Wellness Program-IWTF	22/16/92
Laundry	22/17

Columbia Correctional Institution Security - Main Unit

Submitted: 7-14-09
Verified By: Christie Green
Effective: 7-24-09

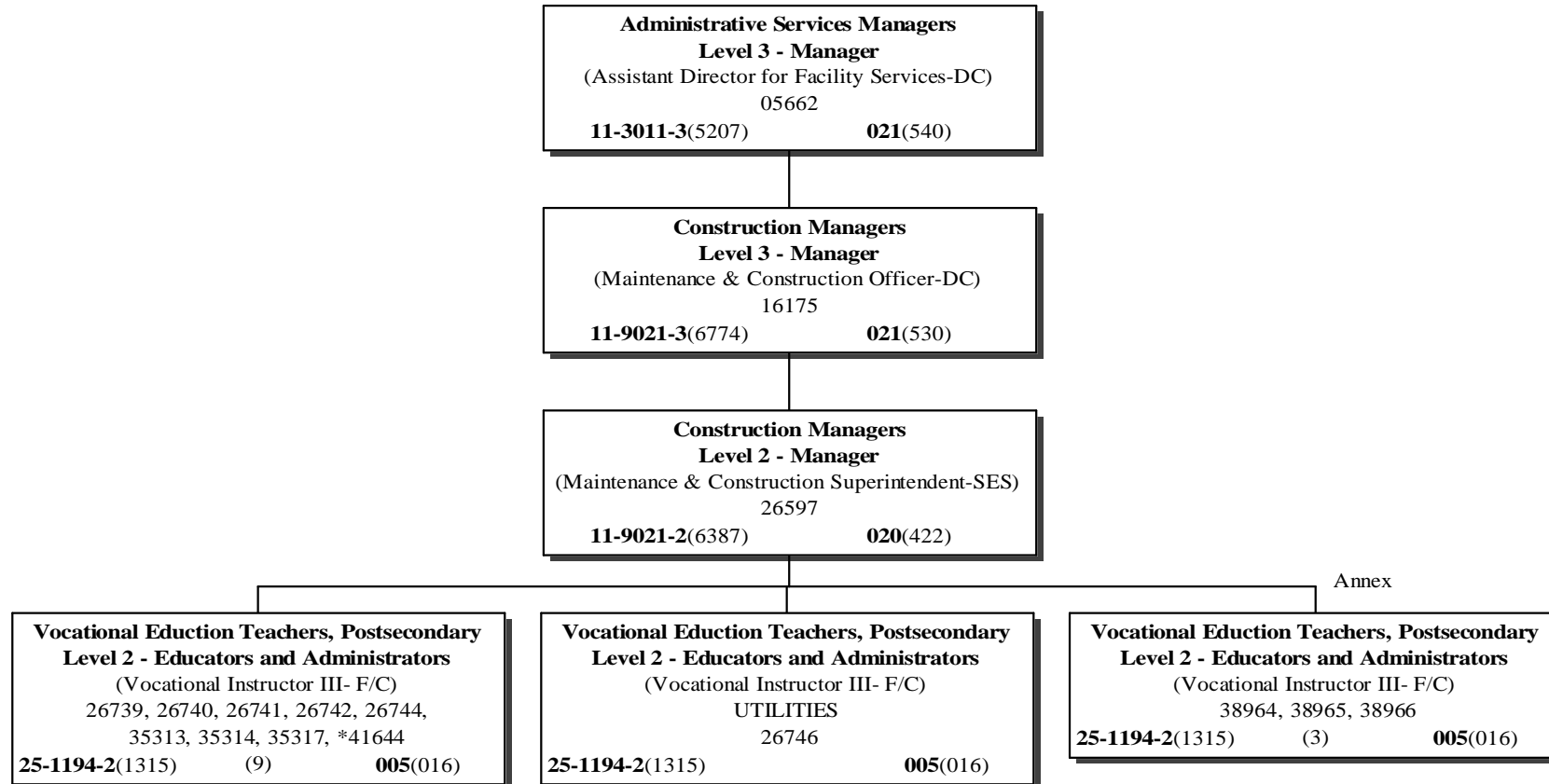


**CDL Requirement Established Correctional Officer positions 42775 - 42779 effective 7-24-09

Department of Corrections 70
 Securites & Institutional Management 32
 Lake City Service Center 20
 Columbia C.I. 35
 Main-Maintenance 49-36
 Main-Maintenance-Utilities 49-36-01
 Main-Maintenance-Fleet 49-36-02

FACILITIES SERVICES: MAINTENANCE & CONSTRUCTION
Columbia Correctional Institution

Submitted: 7-28-08
 Verified by: Christie Green
 Effective: 7-25-08

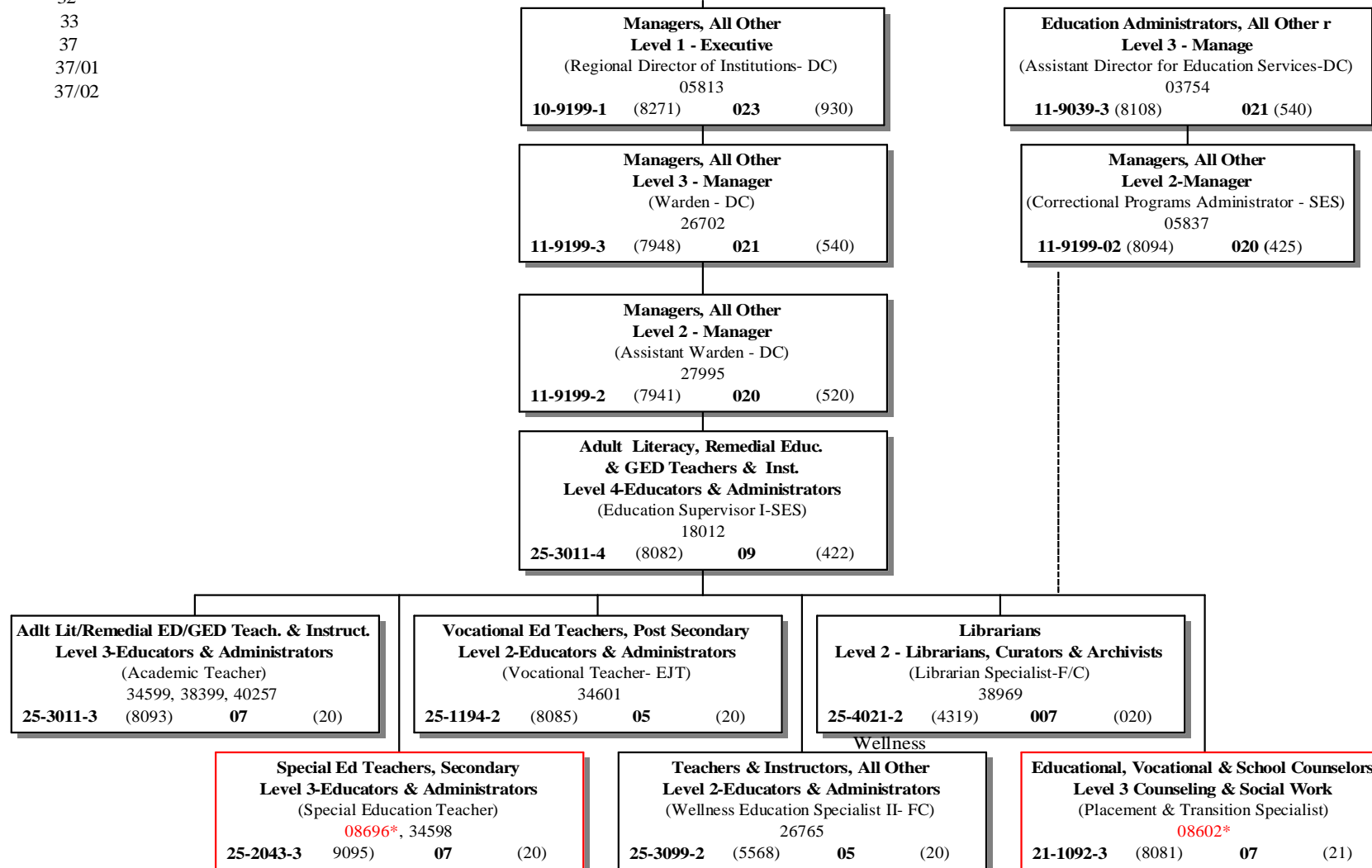


Position 41644 established as a Vocational Instructor III F/C effective 7-25-08

Department of Corrections	70
Lake City Service Center	32
Region II	20
Columbia C.I.	35
Main	49
Library Services	30
Wellness Education	32
Transition	33
Academic	37
Vocational	37/01
Administration	37/02

**Columbia Correctional Institution
Program Services**

Submitted: 7/30/08
 Verified: Brenda Williams
 Effective: 8/8/08

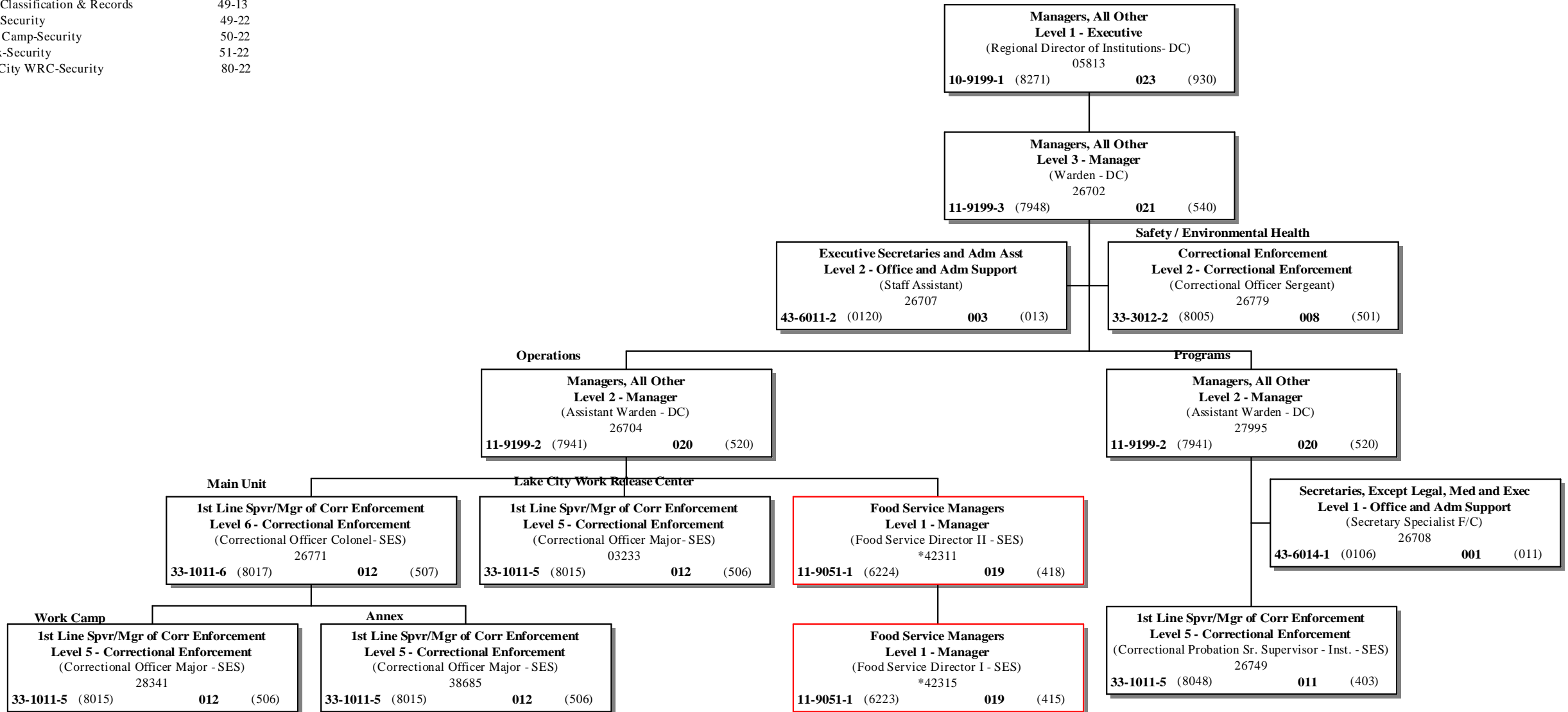


Special Education Teacher #08696 and Placement & Transition Specialist #08602 transferred from Baker C.I.

Department of Corrections	70
Security & Institutional Management	
Administrative Service Center	32
Region II	20
Columbia C.I.	35
Main Unit	49
Main-Warden's Office	49-01
Main-Warden's Office-Safety	49-01-05
Main-Classification & Records	49-13
Main-Security	49-22
Work Camp-Security	50-22
Annex-Security	51-22
Lake City WRC-Security	80-22

**COLUMBIA C.I.
WARDEN'S OFFICE**

Submitted: July 7, 2004
 Verified by: L. Huie
 Effective: July 16, 2004

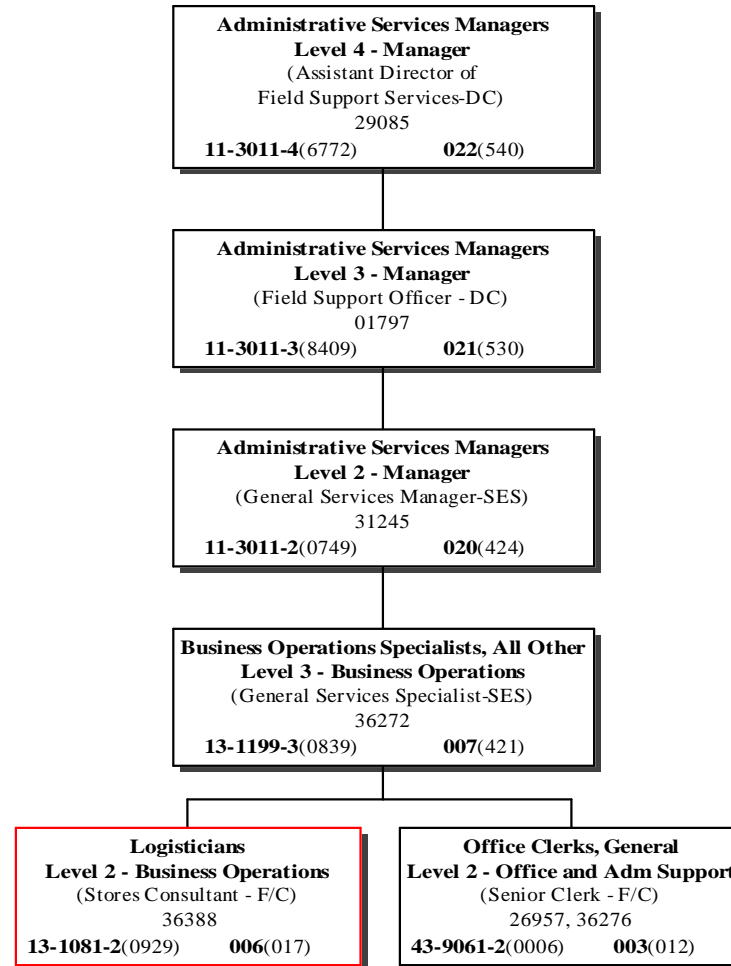


Established Food Service Director II - SES position 42311 and Food Service Director I - SES position 42315 effective 7-10-09

Department of Corrections 70
 Security & Institutional Management
 Lake City Service Center 32
 Region II 20
 Columbia C.I. 35
 Main-Warehouse-Canteen 49-17
 Main-Warehouse-Mailroom 49-17-02

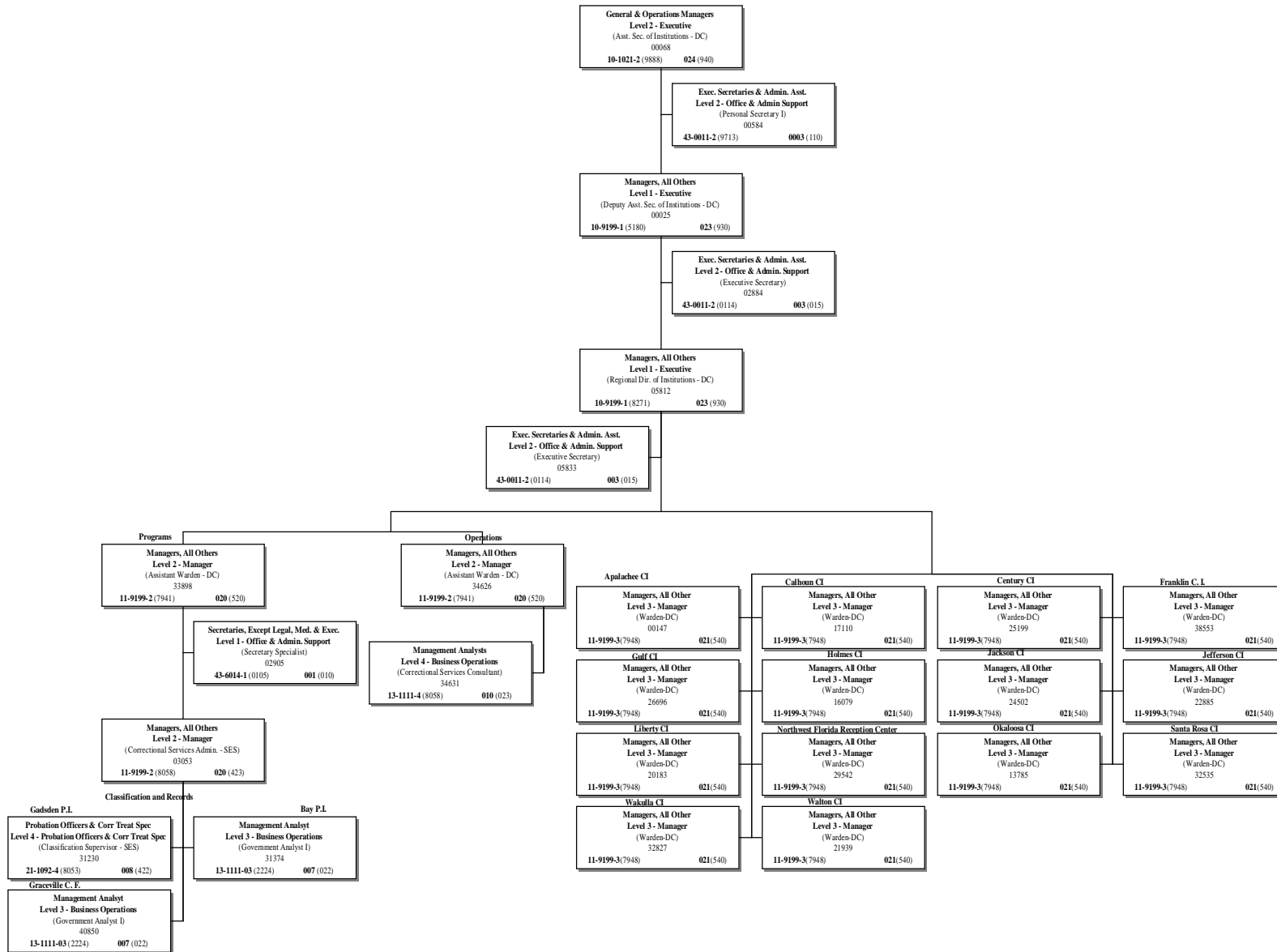
Columbia C.I./ Warehouse -Mailroom

Submitted: 7/8/04
 Verified by: B. Williams
 Effective: 7/2/04



Logisticians - Level 2 (Stores Consultant - F/C) #36264 deleted due to outsourcing of Canteen services.

Security and Institutional Management
 Regional Director's Office - Region I
 CURRENT

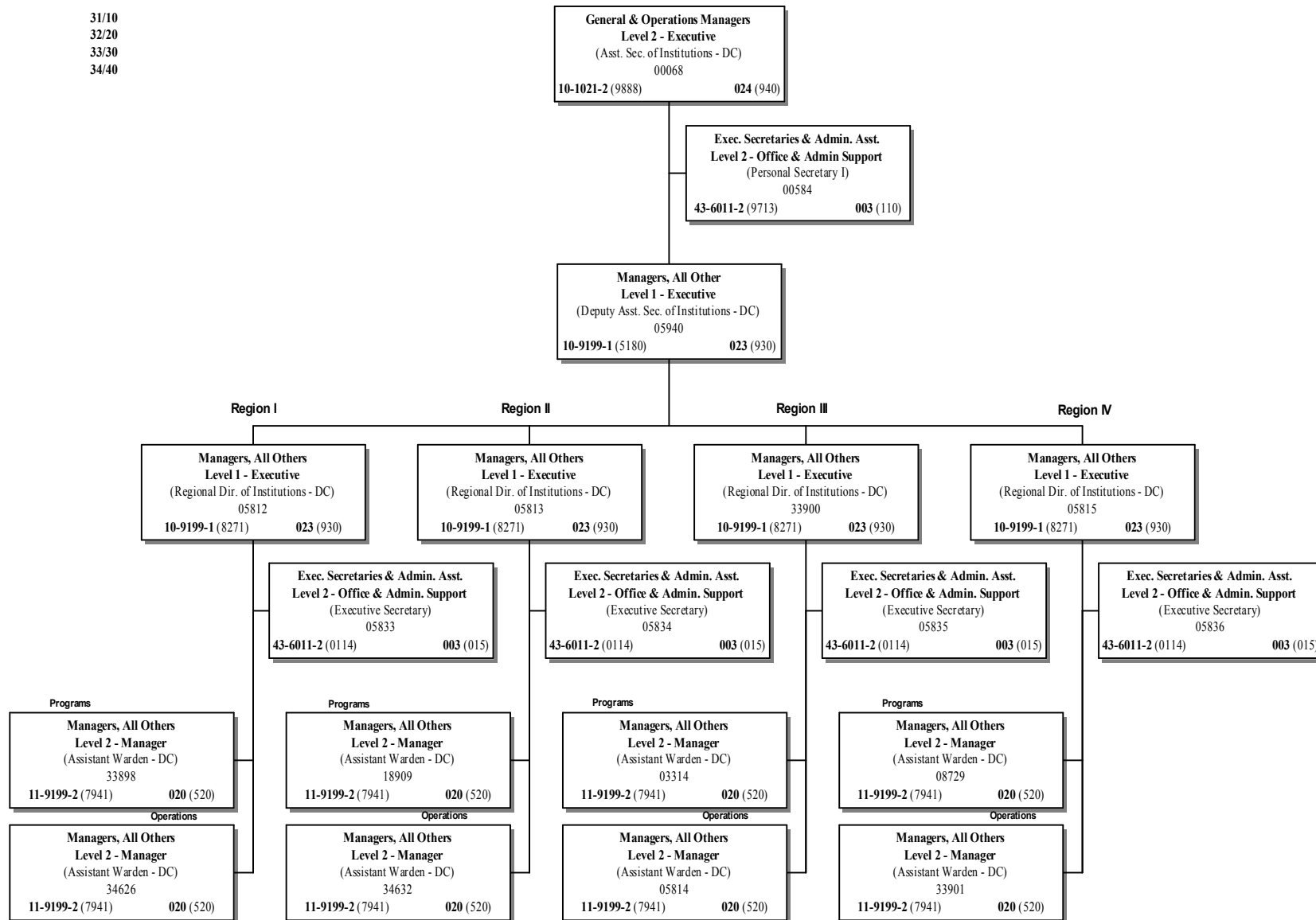


Position 12922 - Correctional Services Consultant and position 08706 - Secretary Specialist deleted effective 7-1-08

**Security and Institutional Management
Institutions - Regional Office Overview**

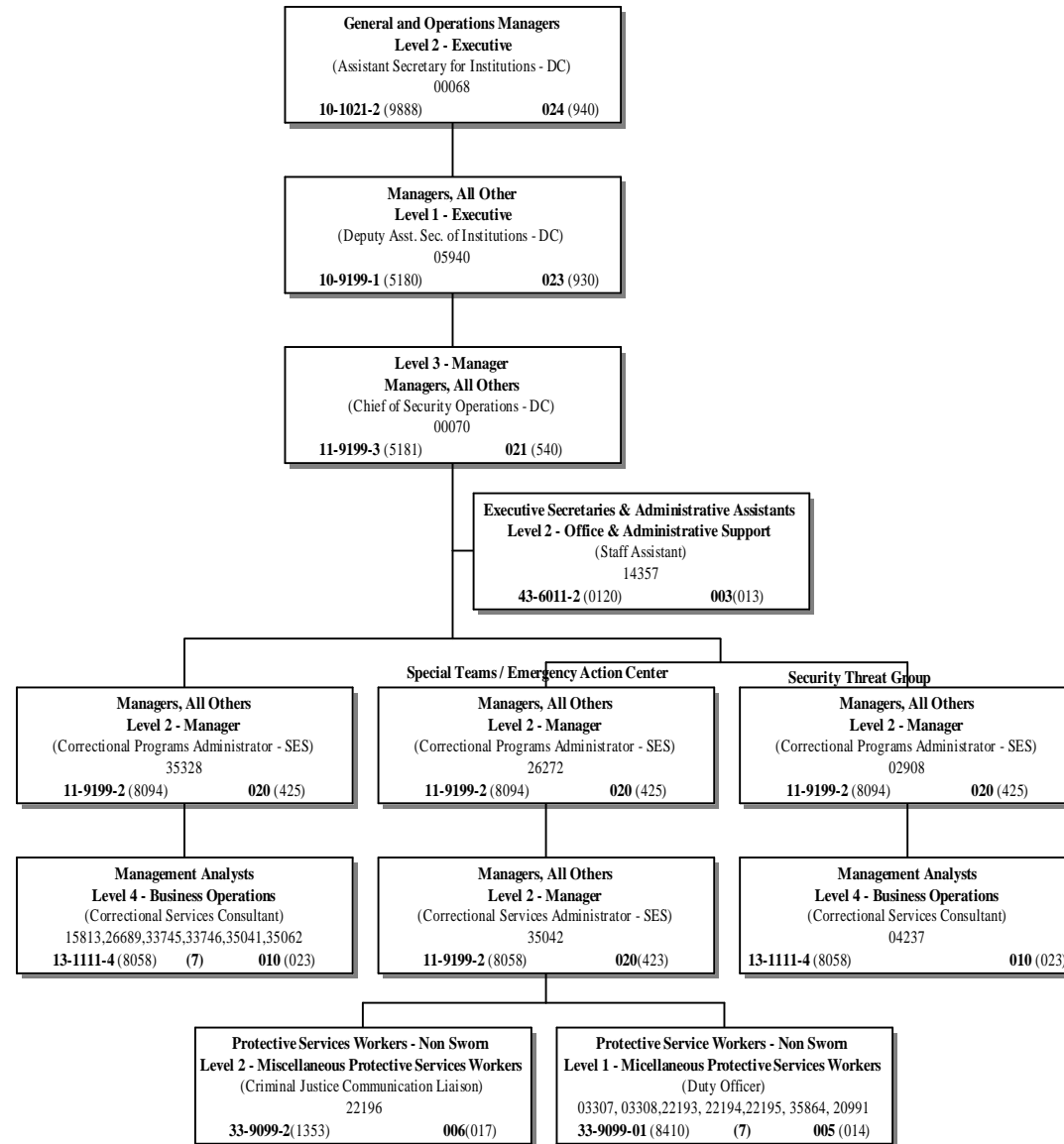
Submitted: 7-17-08
Verified by: Christie Green
Effective 7-1-08

Department of Corrections 70
Security & Institutional Management 30
Region I 31/10
Region II 32/20
Region III 33/30
Region IV 34/40



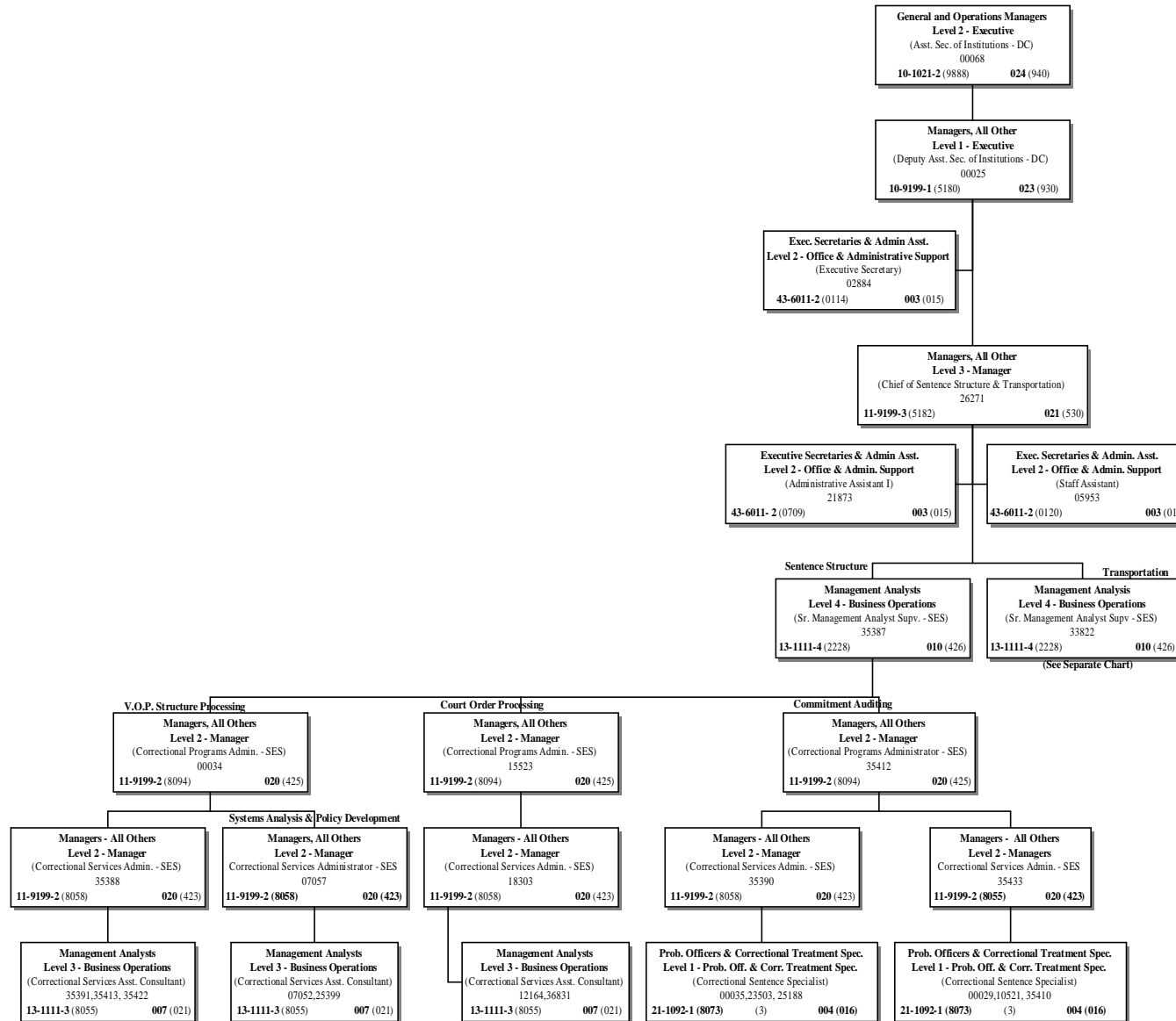
Transferred Executive Secretary position 02884 from Institutions to Administration effective 7-1-08

**Security & Institutional Management
 Security Operations**



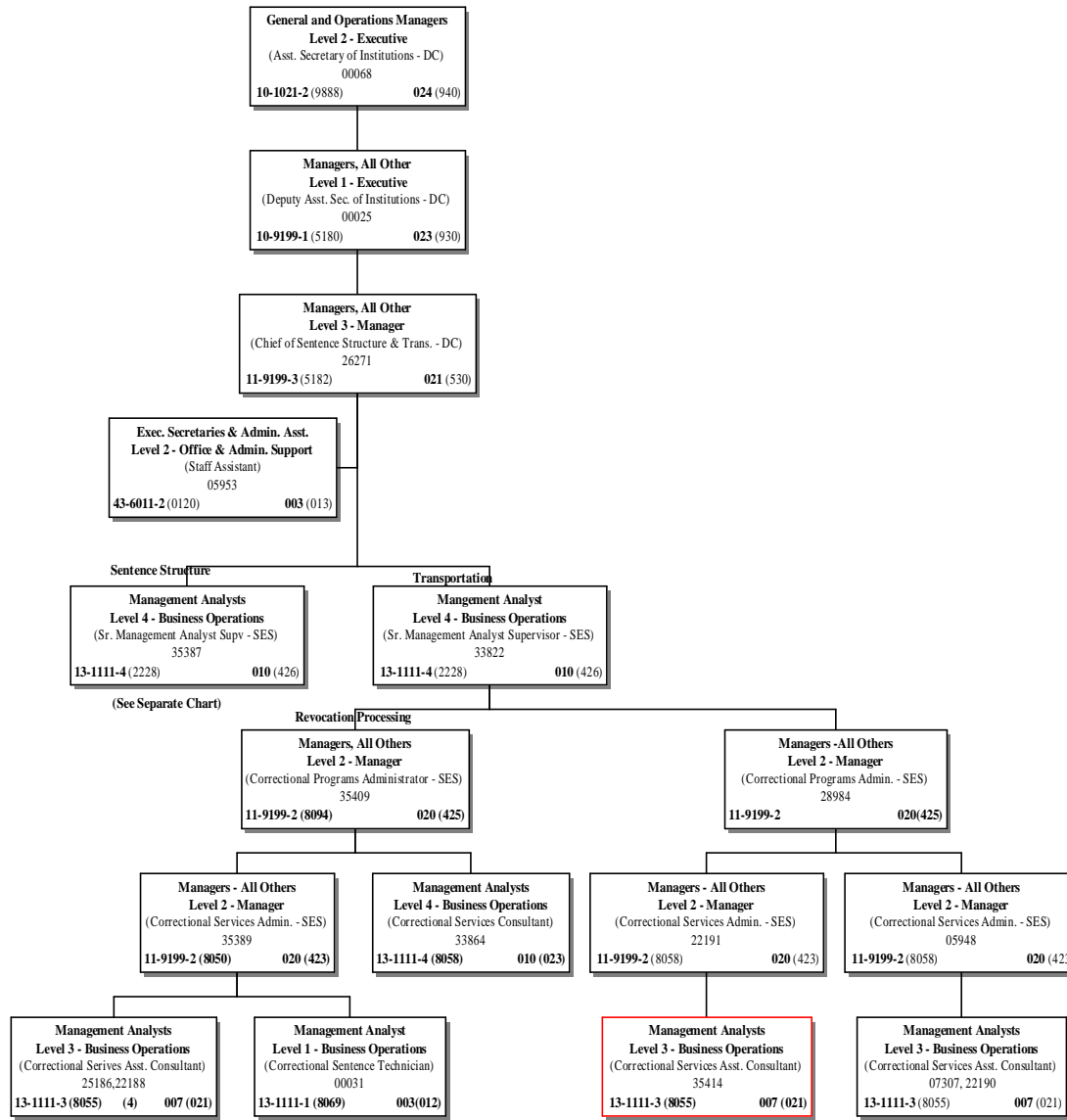
Deleted Secretary Specialist position 03312 and CSAA position 35865 effective 7-1-08

**Security & Institutional Management
 Sentence Structure and Transportation
 Sentence Structure**



Position 35411 - Correctional Sentence Technician - deleted effective 7-24-09

Security & Institutional Management
Sentence Structure and Transportation
Transportation
CURRENT

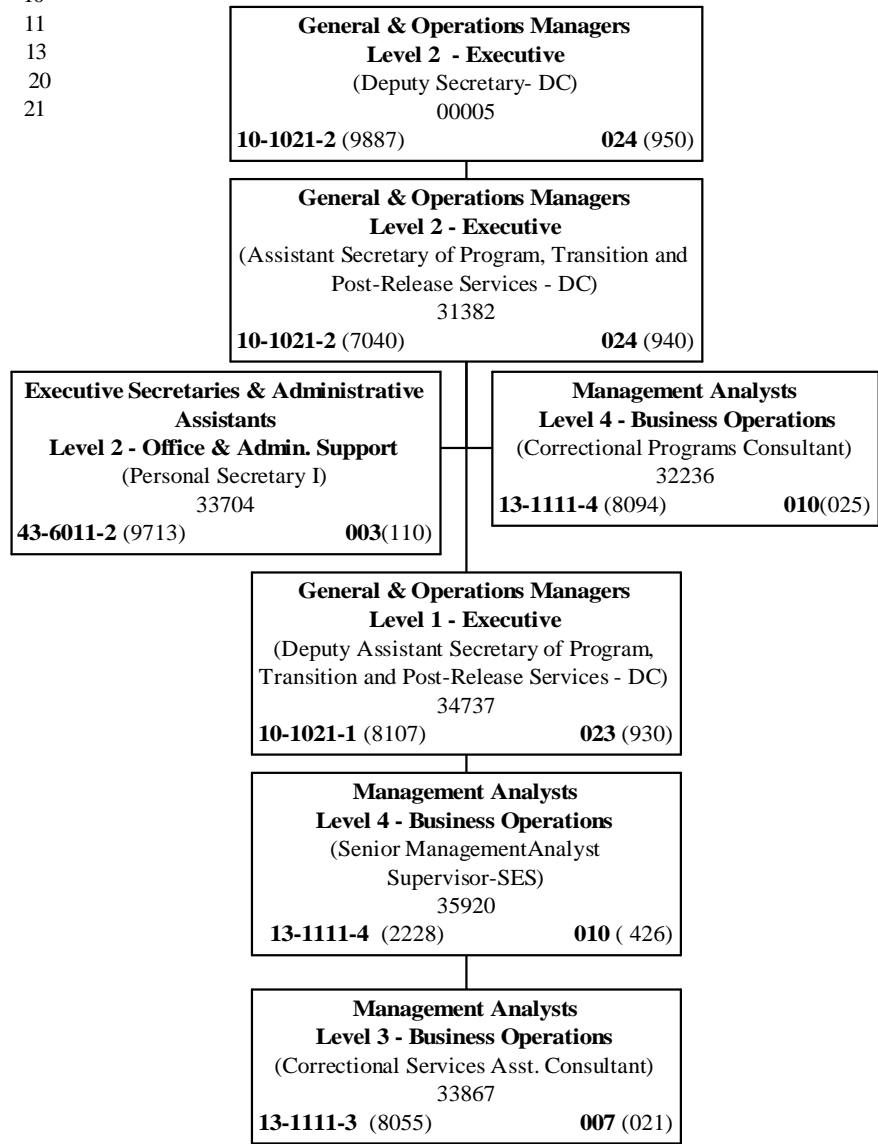


Position 20959 - Correctional Services Assistant Consultant and position 35978 - Senior Clerk - deleted effective 7-24-09

Department of Corrections 70
 Assistant Secretary for Program, Transition & 60
 Post-Release Services
 Deputy Asst. Secretary for Program, Transition & 10
 Post-Release Services
 Substance Abuse 10
 Education Services 11
 Transition Services 13
 Direct Support Organization 20
 Chaplaincy Services 21

Program, Transition & Post-Release Services
Administration
CURRENT

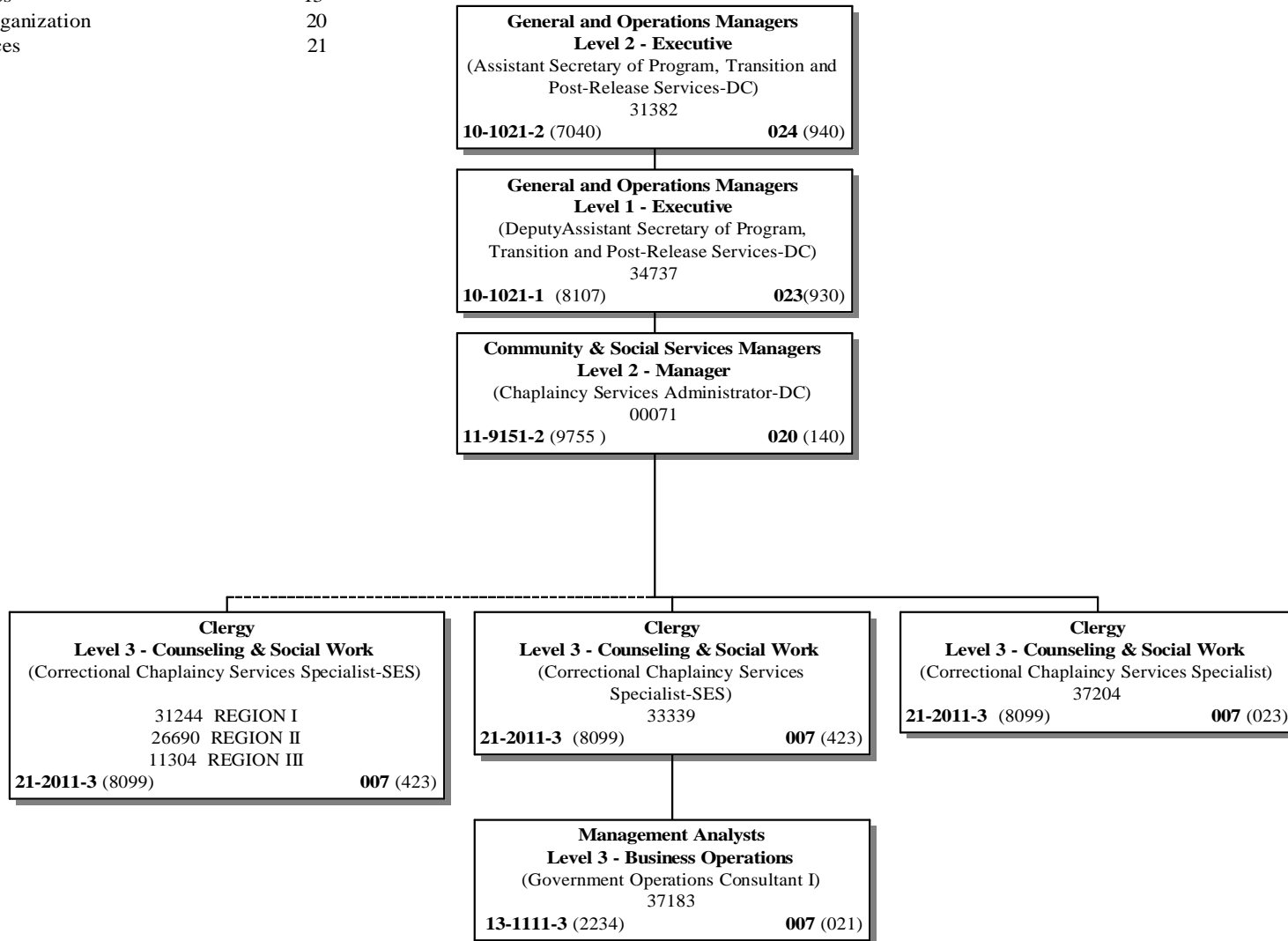
Submitted: 8/26/02
 Verified: B. Williams
 Effective: 7-1-02



Department of Corrections	70
Assistant Secretary of Program Services	60
Deputy Assistant Secretary of Program Services	10
Substance Abuse	10
Education Services	11
Transition Services	13
Direct Support Organization	20
Chaplaincy Services	21

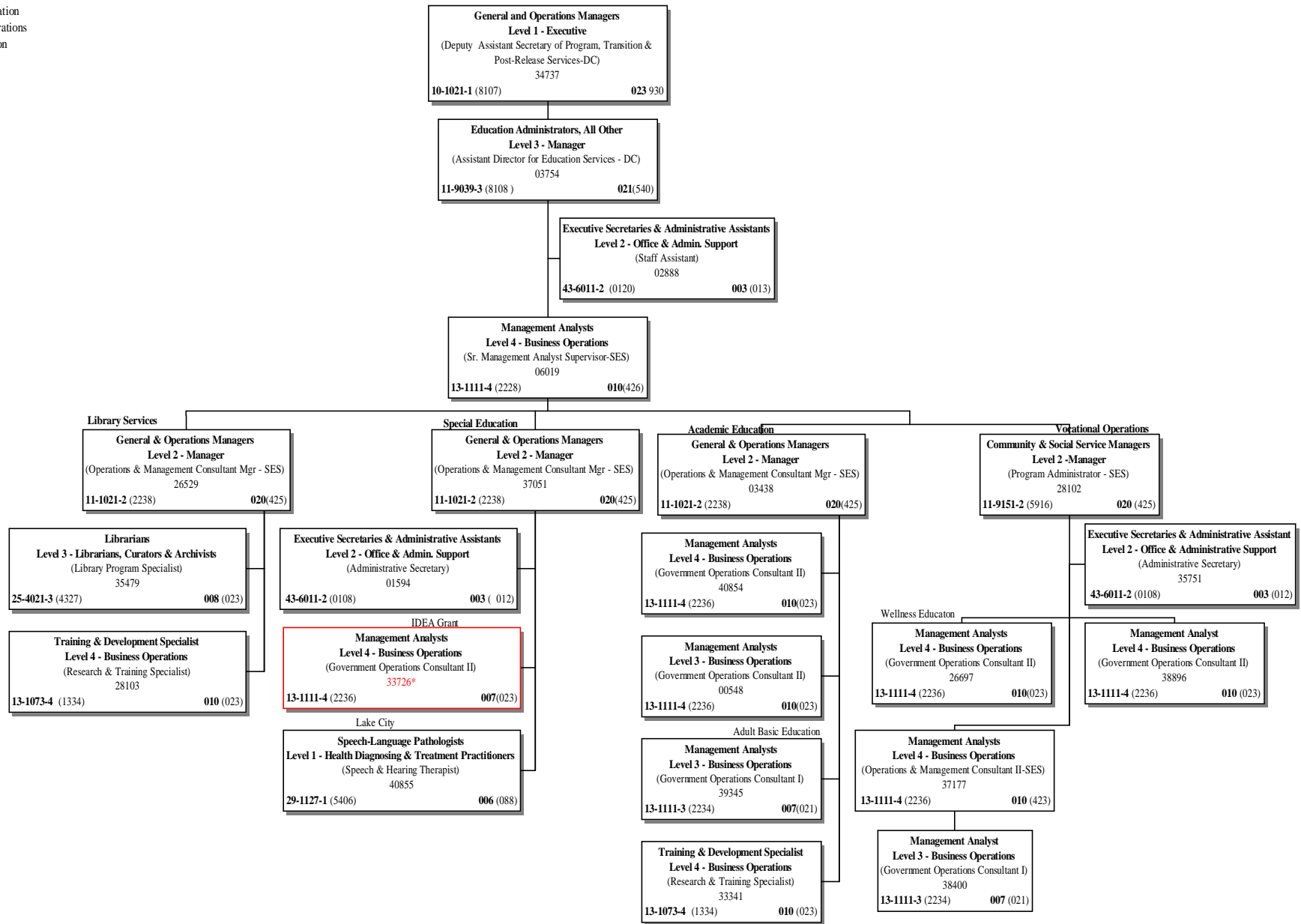
Office of Program, Transition and Post-Release Services
Chaplaincy Services
CURRENT

Submitted: 1/28/05
 Verified: Brenda Williams
 Effective: 1/28/05



Clergy - Level 3 (Correctional Chaplaincy Services Specialist) #09175 reclassified to Clergy - Level 2 (Sr. Chaplain - F/C) and transferred to Indian River C.I.

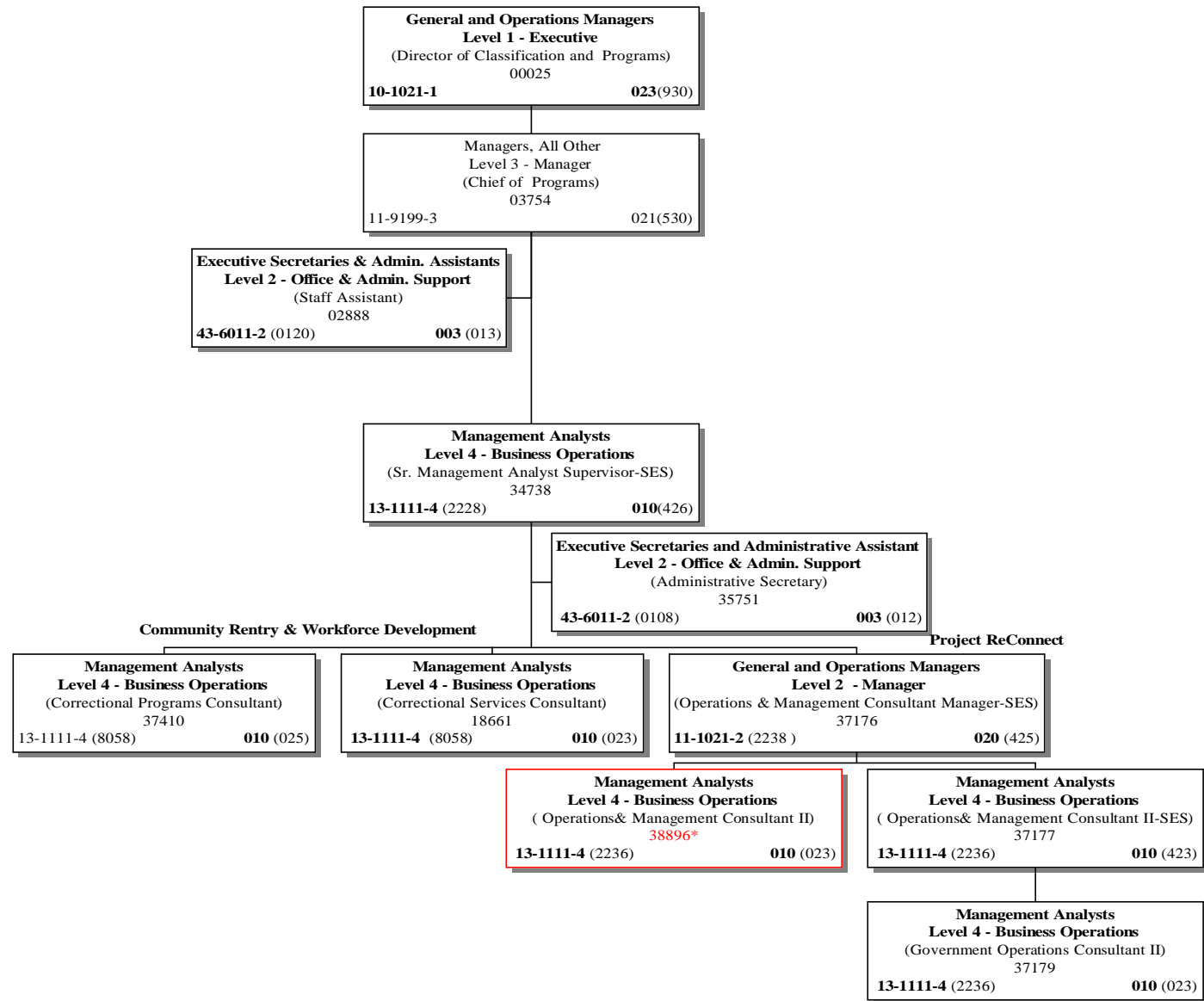
Office of Program, Transition & Post-Release Services
 Education Services



Government Operations Consultant I #33726 reclassified to Government Operations Consultant II

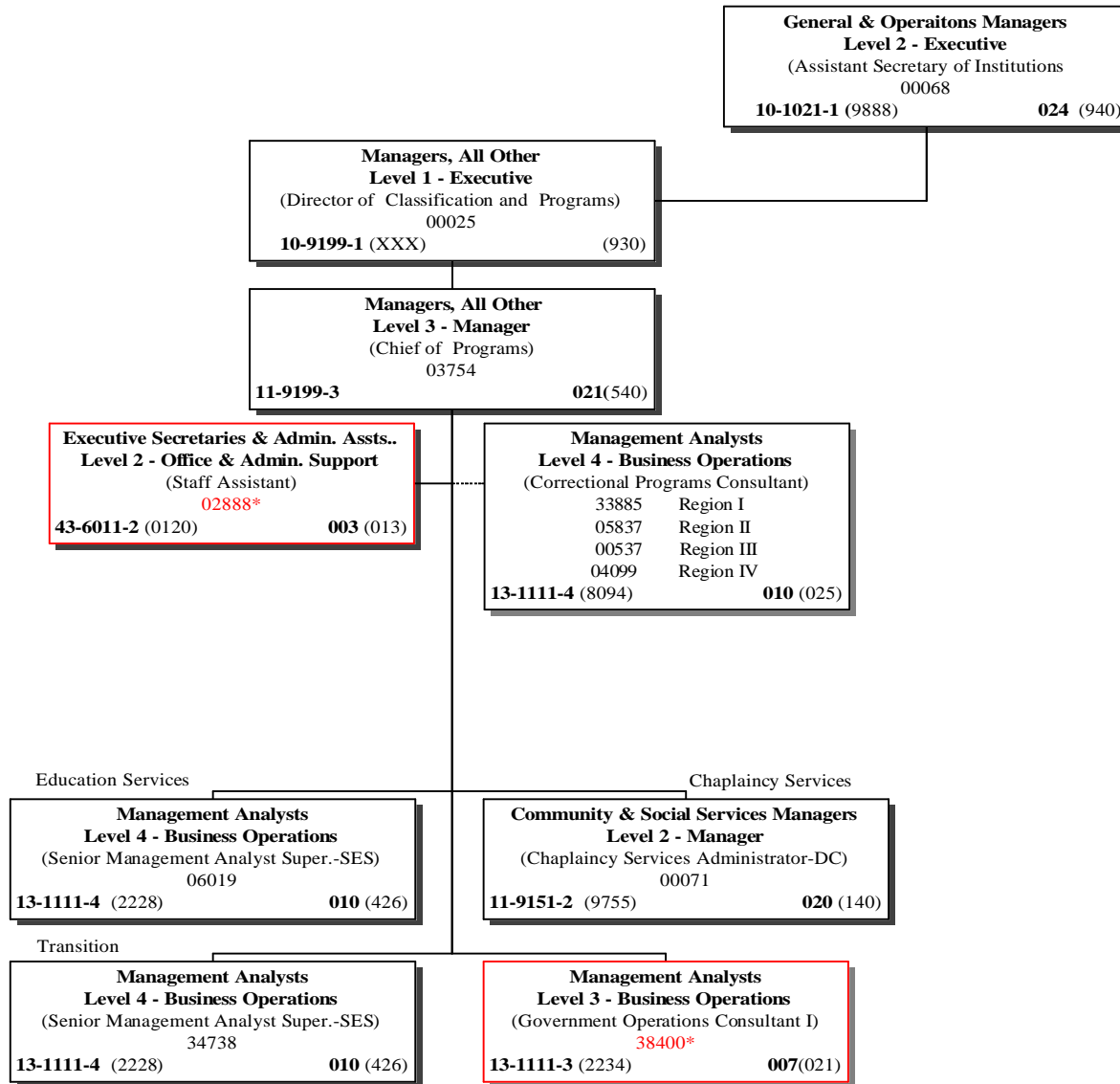
**Classification and Programs
Bureau of Programs
Transition
(Chart 2 of 4)**

Submitted: 7/27/04
Verified: Brenda Williams
Effective: 70/30/04



**Classification and Programs
Bureau of Programs -OVERVIEW - Chart 1 of 4**

Submitted: 1/08/04
 Verified: B. Williams
 Effective: 1/16/04

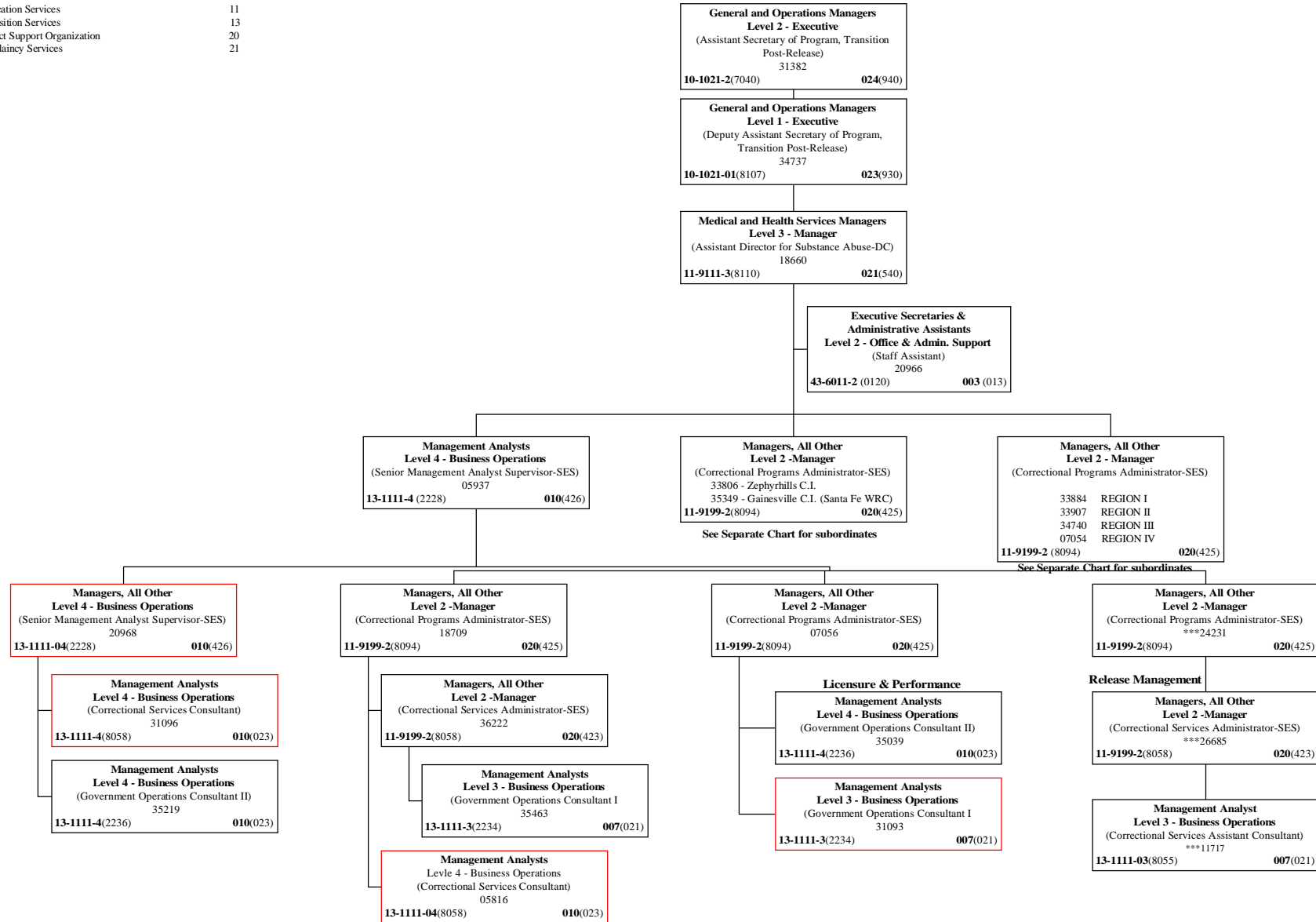


Office Clerk, General - Level 1 (Clerk Specialist) #02888 transferred from Mail Room to Programs and reclassified to Executive Secretaries & Admin. Assts. - Level 2 (Staff Assistant). Position will remain coded to Field Support Services until reorg. is approved. Management Analysts - Level 3 (Government Operations Consultant I) #38400 established.

Department of Corrections 70
 Assistant Secretary for Education and Job Training 60
 Deputy Asst. Secretary for Education and Job Training 10
 Substance Abuse 10
 Education Services 11
 Transition Services 13
 Direct Support Organization 20
 Chaplaincy Services 21

**Programs, Transition & Post-Release Services
 Substance Abuse**

Submitted: 11-4-08
 Verified: Lillie McGriff
 Effective: 10-31-08



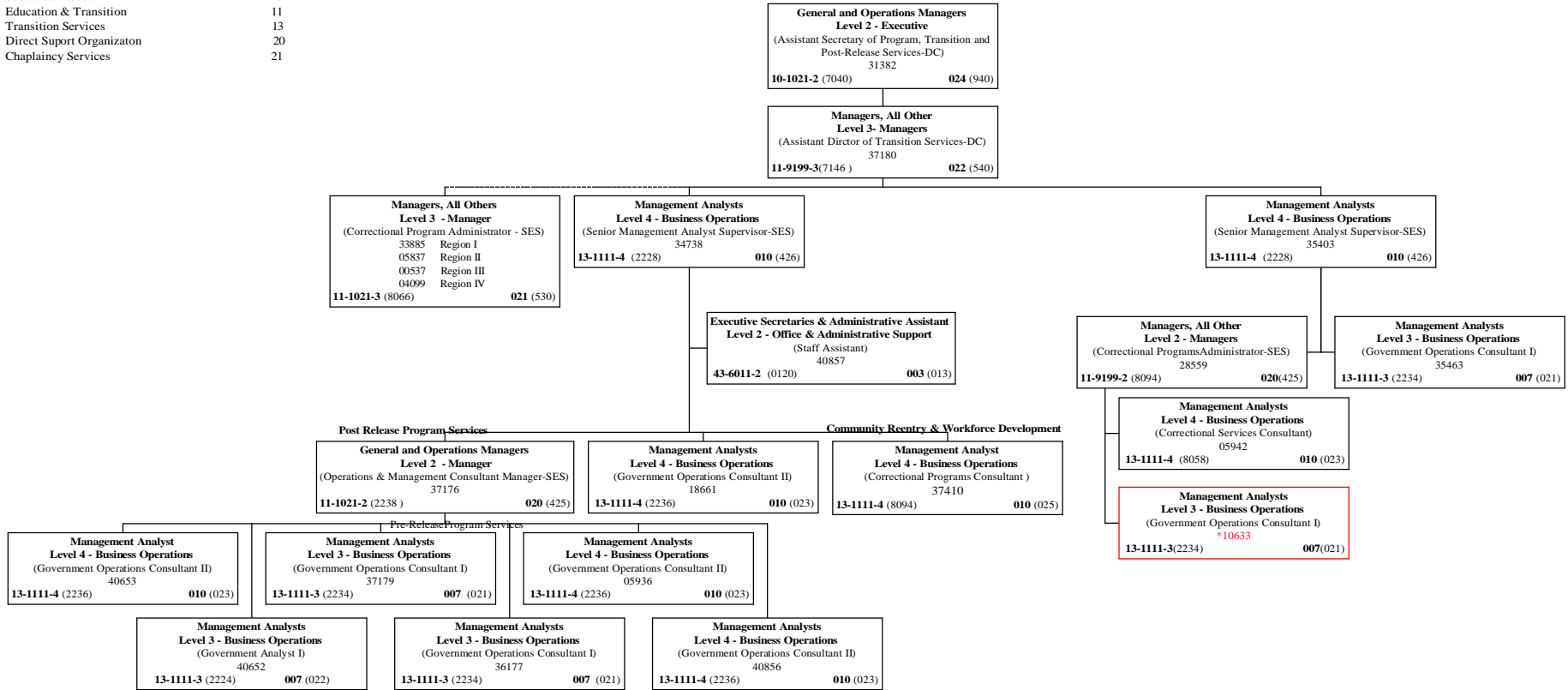
(1m) 20968 Corr. Programs Administrator-SES Reclased to Sr. Management Analyst Supervisor-SES
 (1m) 31096 Corr. Services Consultant reporting changed from 00100 Asst. Secretary for OCC to 20968 Sr. Management Analyst Supv
 (1m) 05816 Corr. Services Consultant reporting changed from 20968 Sr. Management Analyst Supv to 18709 Corr. Programs Administrator
 (1m) 31093 Government Op. Consultant I reporting changed from 20968 Sr. Mngmt Ananlyst Supv. to 07056 Corr. Programs Administrator

***Pending Re-Org, these positions to move under State Classification to be called Interstate Corrections Compact Services.

Department of Corrections 70
 Assistant Secretary of Program Services 60
 Deputy Assistant Secretary of Program Services 10
 Substance Abuse 10
 Education & Transition 11
 Transition Services 13
 Direct Support Organization 20
 Chaplaincy Services 21

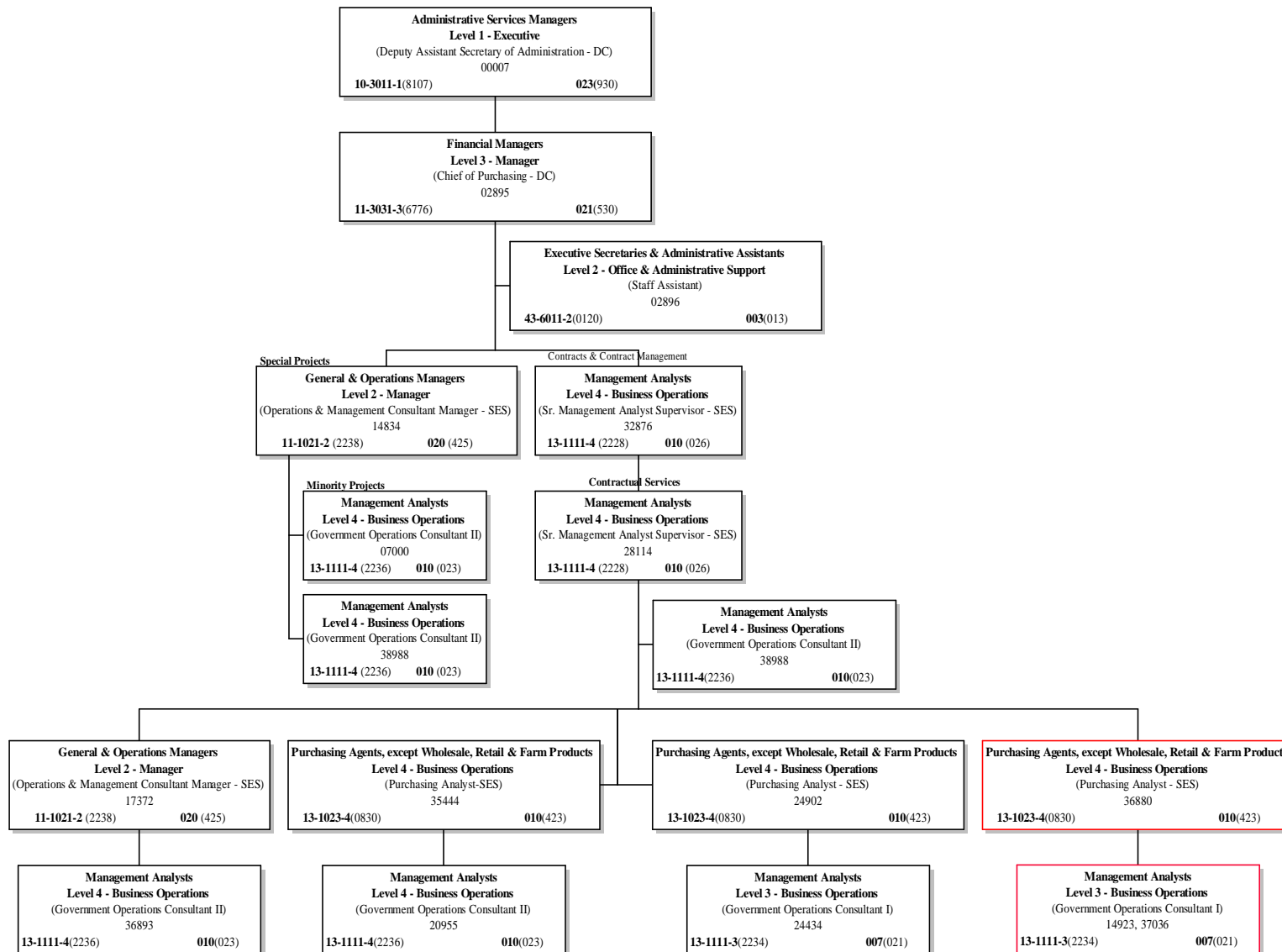
Office of Program, Transition & Post-Release Services
Transition Services

Submitted: 6-2009
 Verified: Lillie McGriff
 Effective: 6-12-2009



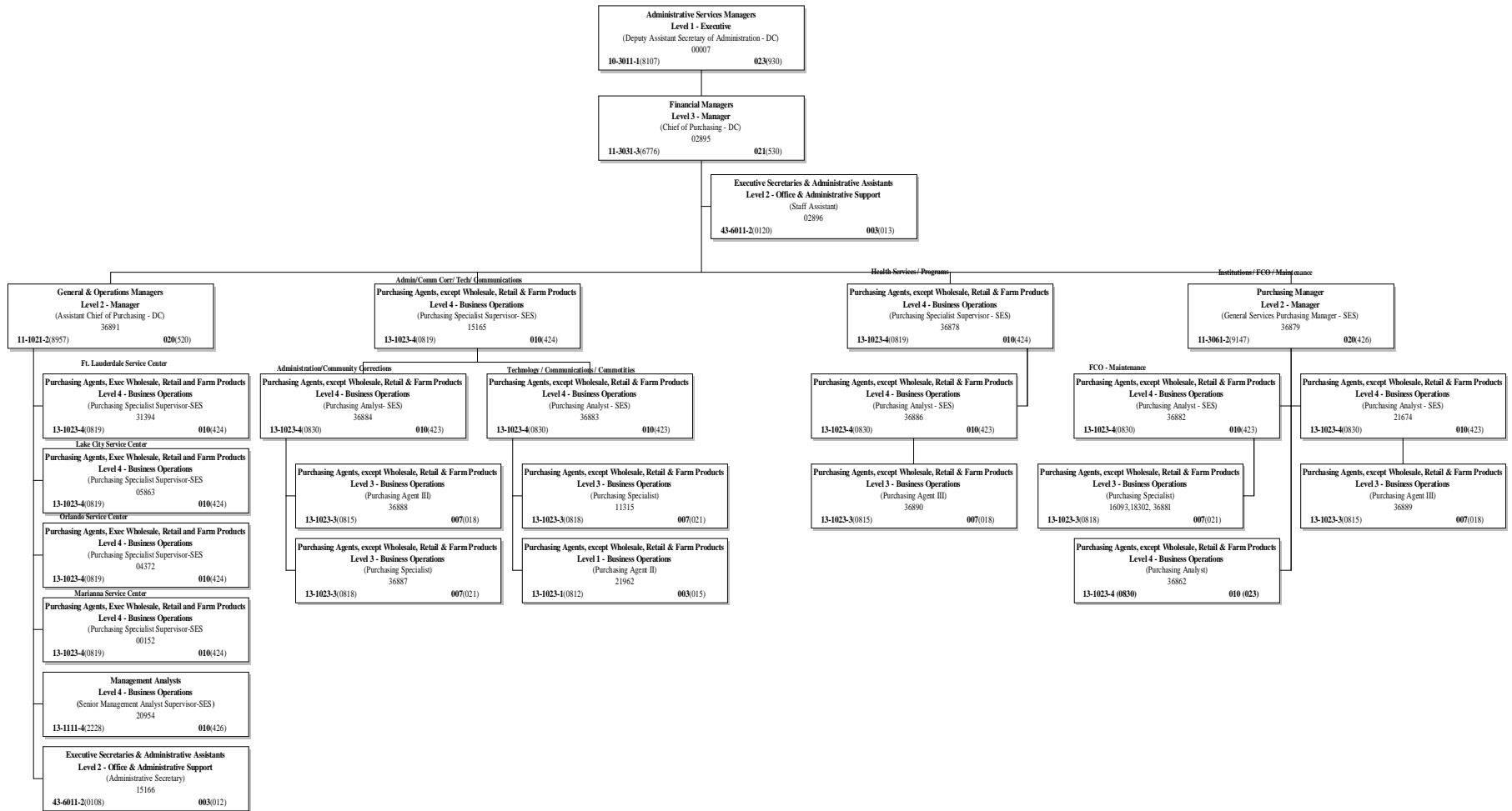
10633 Government Operations Consultant I transferred from Asst. Secretary for Community Corrections to report to 28559 Correctional Programs Administrator, effective 6/12/09, LM

Central Office Purchasing Minority Coordinator and Contractual Services



(sb) Position 36880 - Purchasing Analyst - SES - moved from the Commodities section to replace deleted position 27338 in Contracts effective 11-28-2008
 (sb) Positions 14923 & 37036 GOC's, supervisor changed from position 28114, SMA Supv, to position 36880, Purchasing Analyst - SES effective 11-28-2008

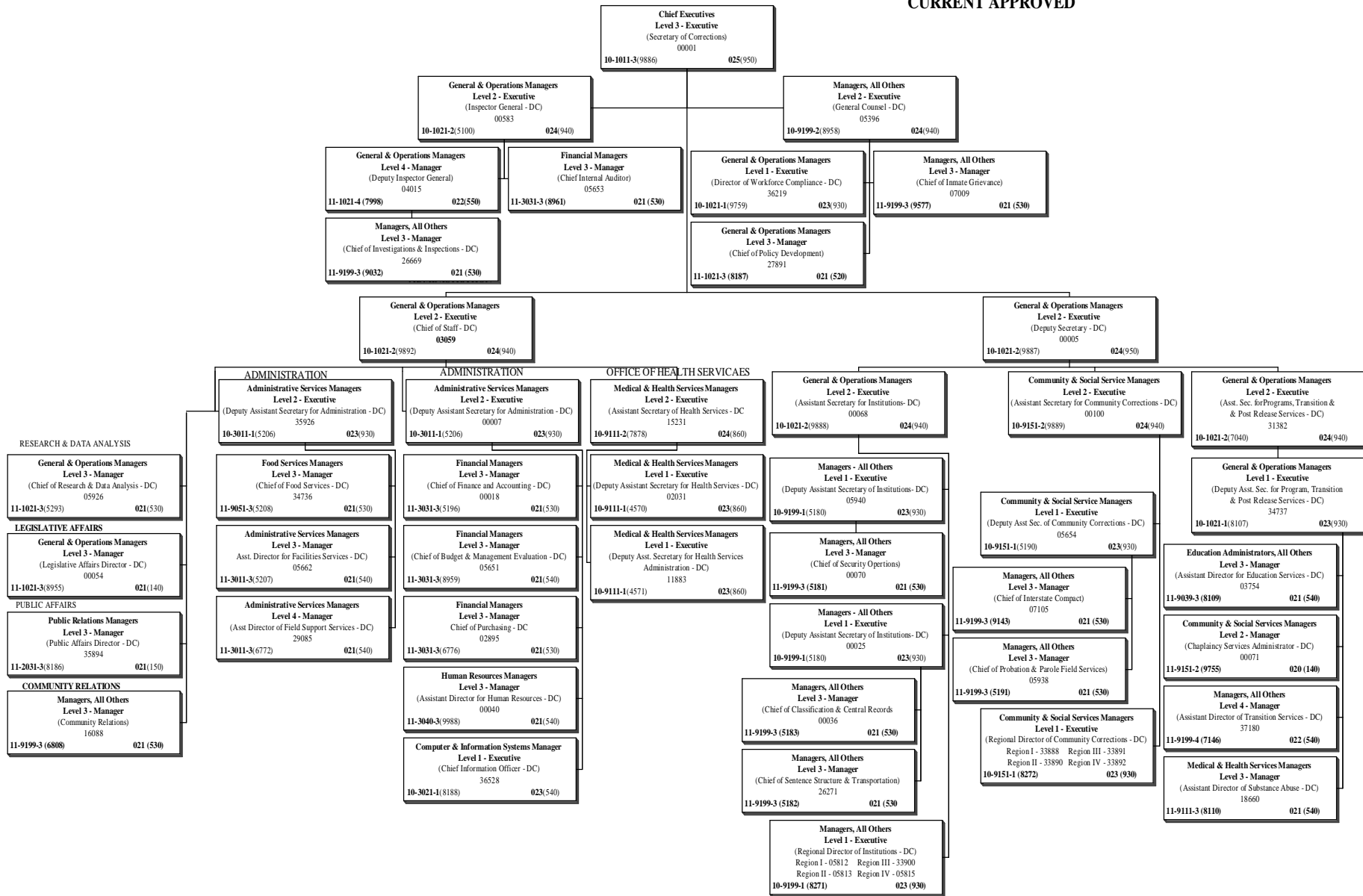
Central Office Purchasing



Position 36880 - Purchasing Analyst - SES - transferred from the Commodities section to replace deleted position 27338 in Contracts effective 11/28/2008

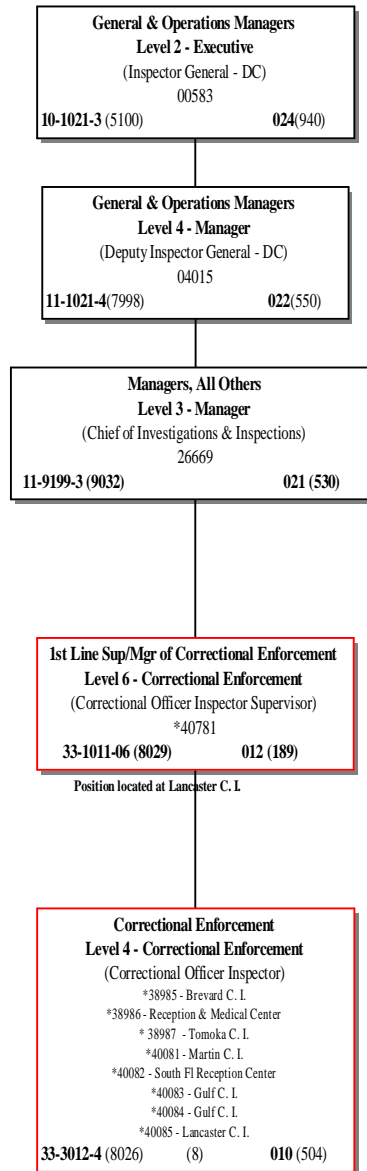
Contractual Services and
 Minority Coordinator on separate
 chart.

CURRENT APPROVED



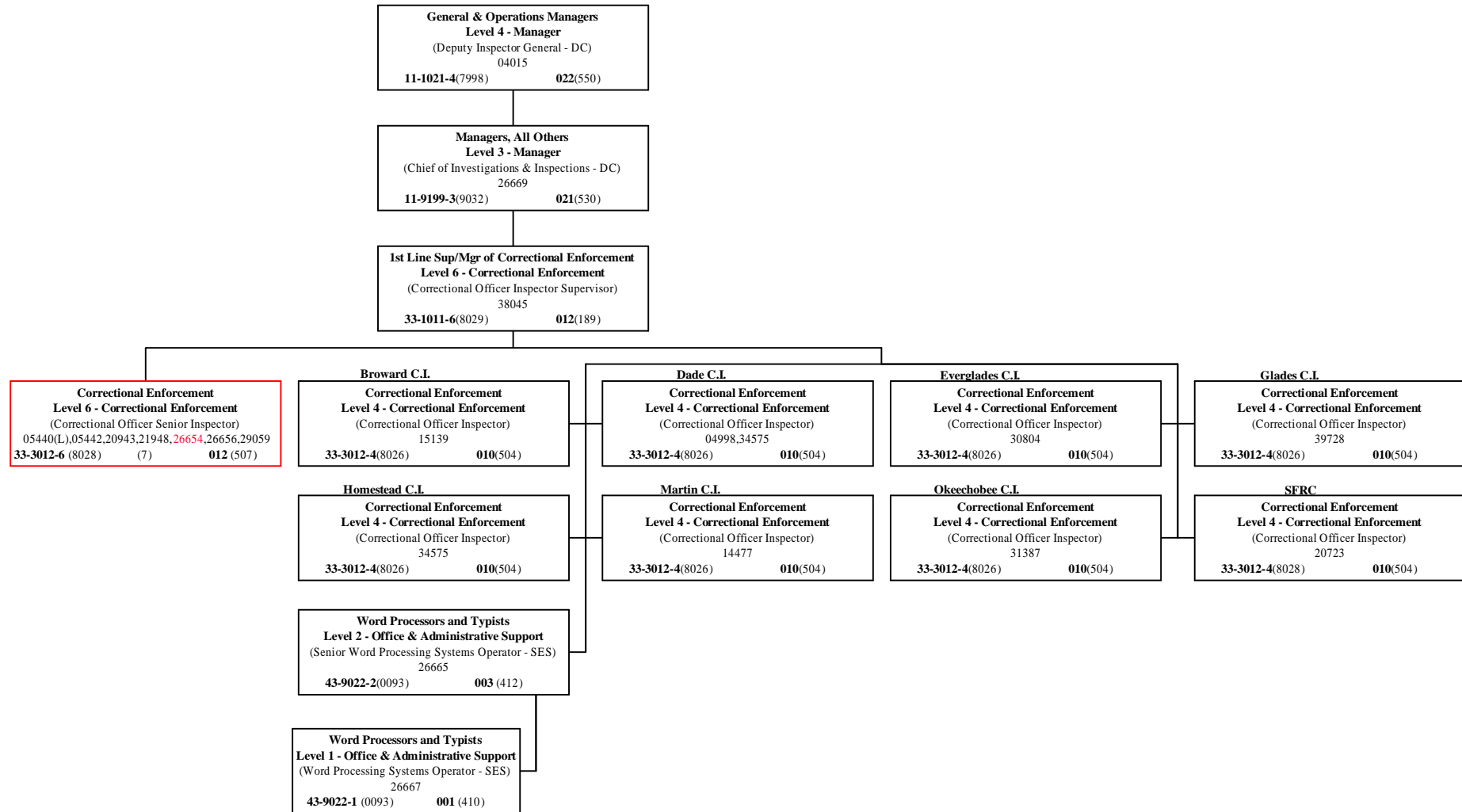
Addition of Broadbanding codes, levels, occupations and pay bands to chart effective 7-1-02

**OFFICE OF THE INSPECTOR GENERAL
 DRUG INTERDICTION & INTELLIGENCE/CANINE DRUG UNIT**



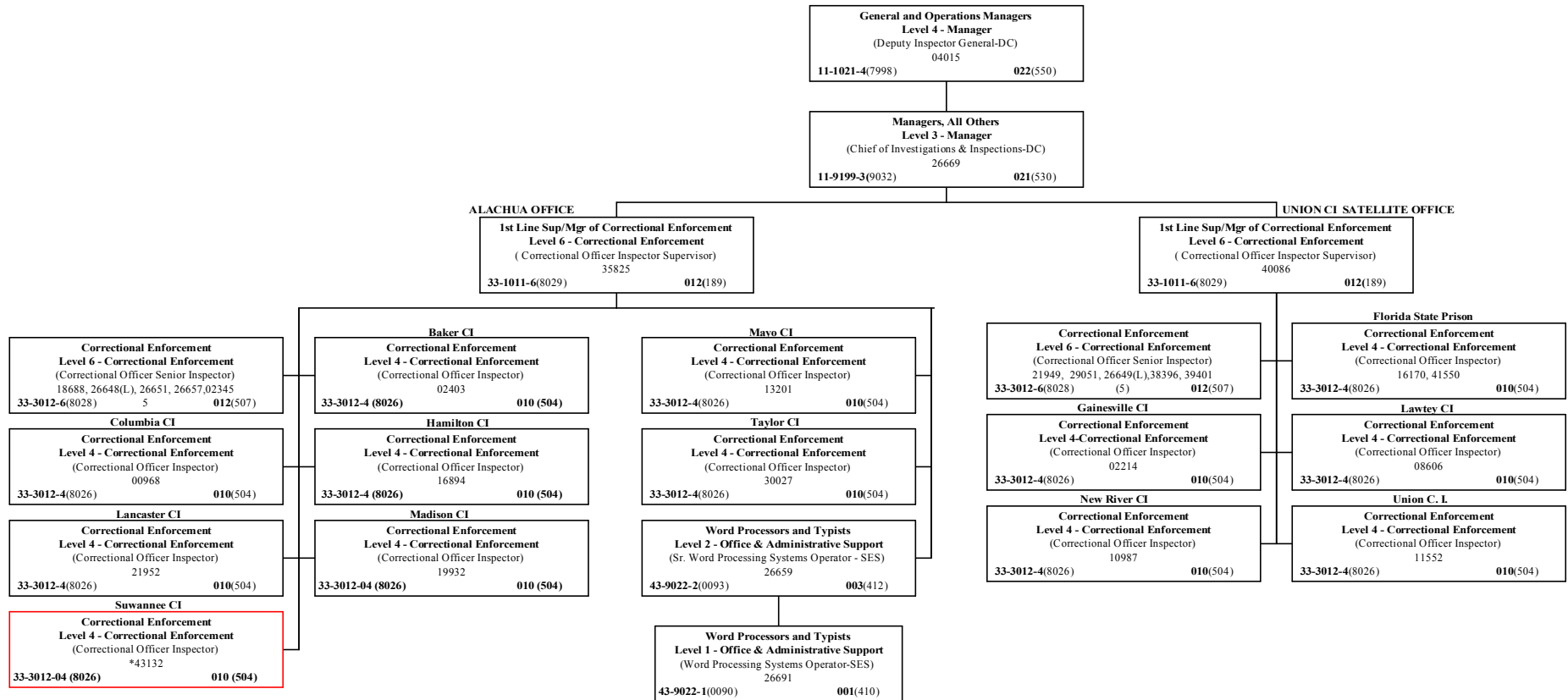
Position 38984 C. O. Major -SES transferred to Lowel C. I. Work Camp. Position 40781 established as a Correctional Officer Inspector Supervisor, and positions 38985, 38986, 38987, 40081, 40082, 40083, 40084, and 40085 reclassified from Correctional Officer Sergeants to Correctional Officer Inspector effective 7-27-07

**OFFICE OF THE INSPECTOR GENERAL
 STATE INVESTIGATIONS
 FT. LAUDERDALE FIELD OFFICE**



L=Leadworker 26654 COSI org change/position move from Tampa to Ft. Lauderdale, effective 8/8/2008

**OFFICE OF THE INSPECTOR GENERAL
 STATE INVESTIGATIONS
 GAINESVILLE FIELD OFFICE**

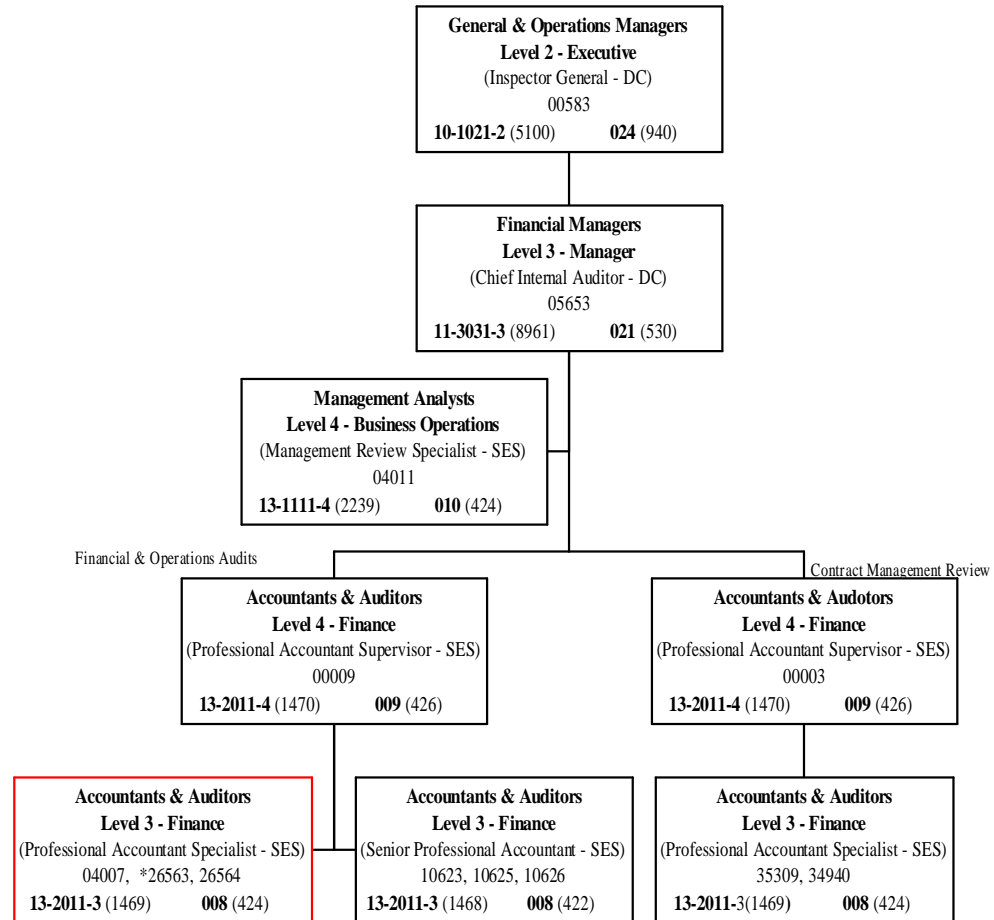


(L.J.)adworker 43132 Correctional Officer Inspector established @ the new Suwannee CI, effective 8-7-09

**OFFICE OF THE INSPECTOR GENERAL
INTERNAL AUDIT**

Department of Corrections 70
Office of the Secretary 10
Office of the Inspector General 30
Internal Audit 10

Submitted: 7-17-08
Verified by: Christie Green
Effective Date: 7-1-08

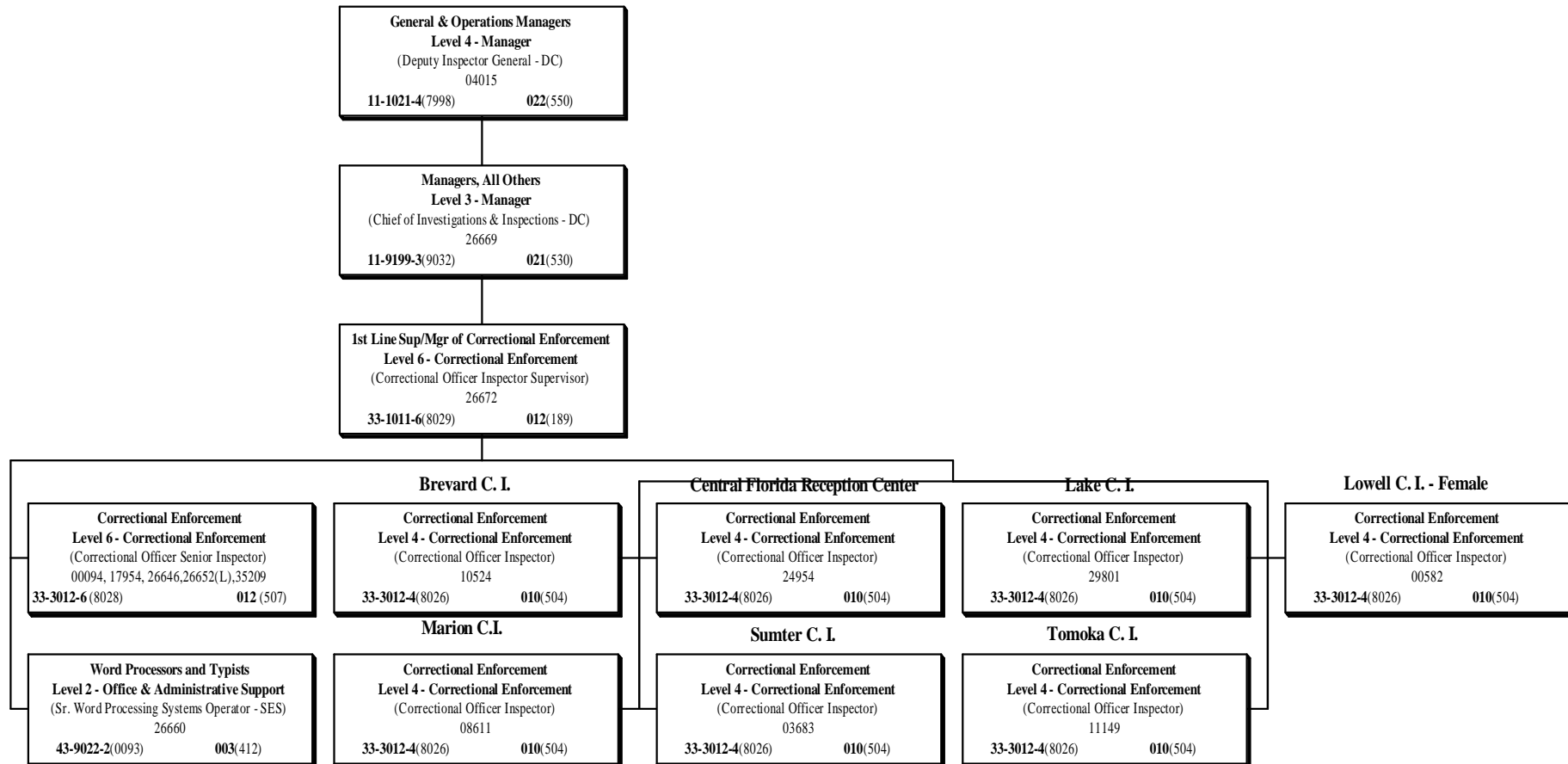


Deleted Staff Assistant position 26558 effective 7-1-08

Department of Corrections 70
 Office of the Secretary 10
 Office of the Inspector General 30
 State Investigations 11
 Orlando Field Office 11/03

**OFFICE OF THE INSPECTOR GENERAL
 STATE INVESTIGATIONS
 ORLANDO FIELD OFFICE**

Submitted: 7-17-08
 Verified By: Christie Green
 Effective Date: 7-1-08

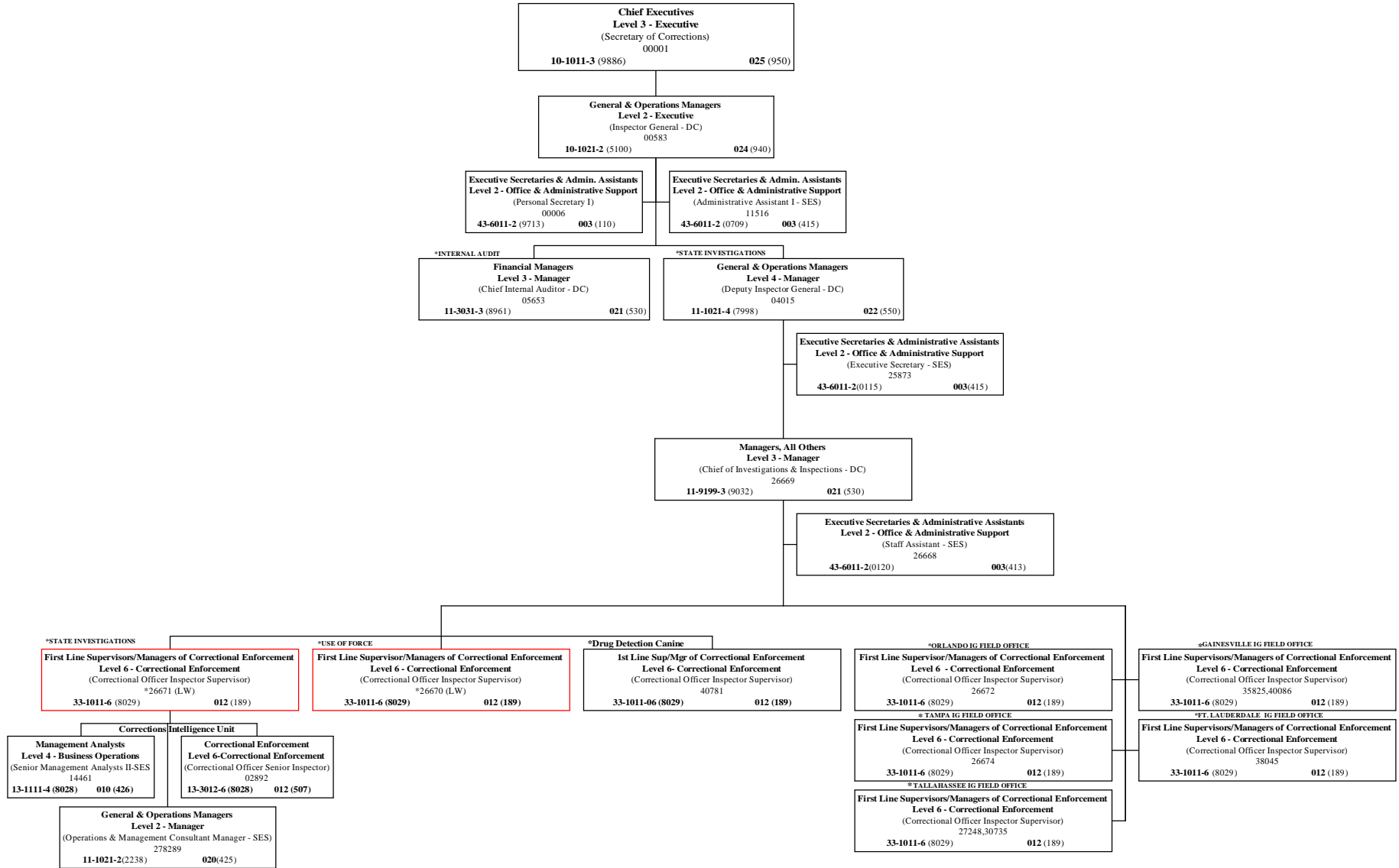


L=Leadworker Deleted position 24955 - Clerk Typist Specialist effective 7-1-08

Department of Corrections 70
 Office of the Secretary 10
 Office of the Inspector General 30
 Internal Audit 10
 State Investigations 11
 Corrections Intelligence 22

OFFICE OF THE INSPECTOR GENERAL - Overview

Submitted: 5-2009
 Verified by: L. McGriff
 Effective Date: 5-29-2009



*See Separate Chart for Subordinates

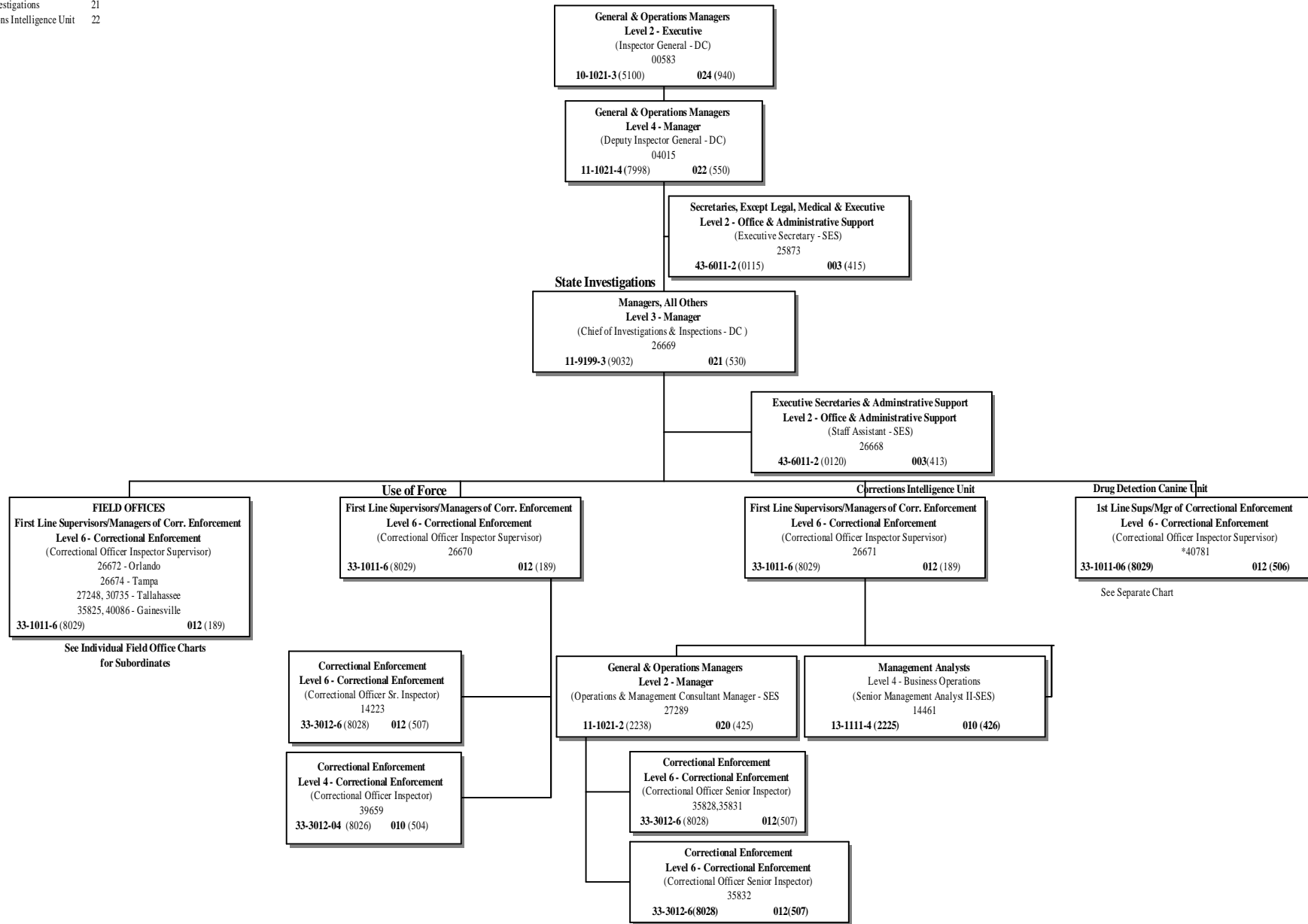
26670 & 26671 Correctional Officer Inspector Supervisor given pay additive Lead Worker, effective 5-29-09

LW = Leadworker

Department of Corrections 70
 Office of the Secretary 10
 Office of the Inspector General 30
 State Investigations 21
 Corrections Intelligence Unit 22

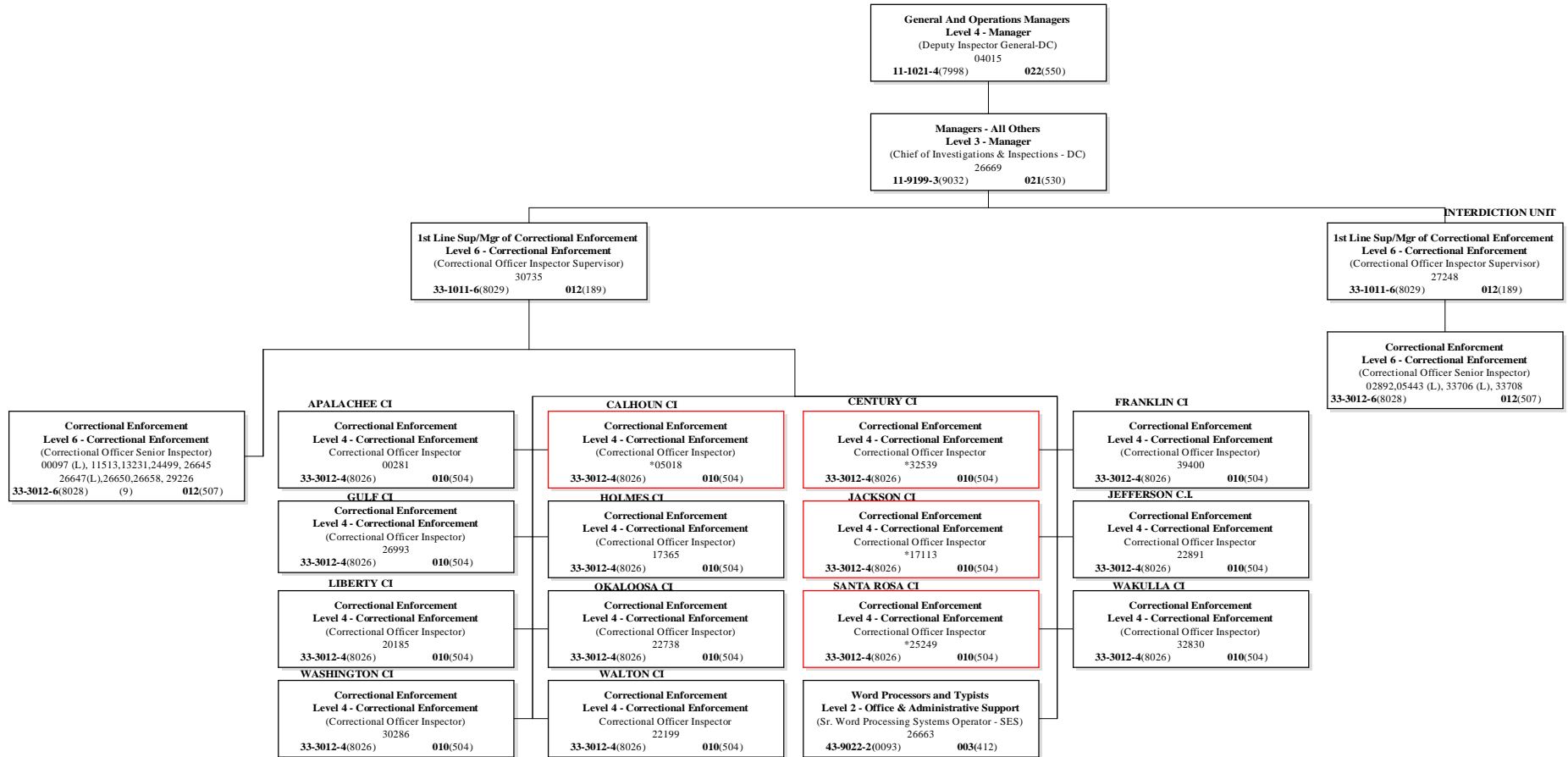
INSPECTOR GENERAL- STATE INVESTIGATIONS

Submitted: 6-21-07
 Verified by: Christie Green
 Effective Date: 7-27-07



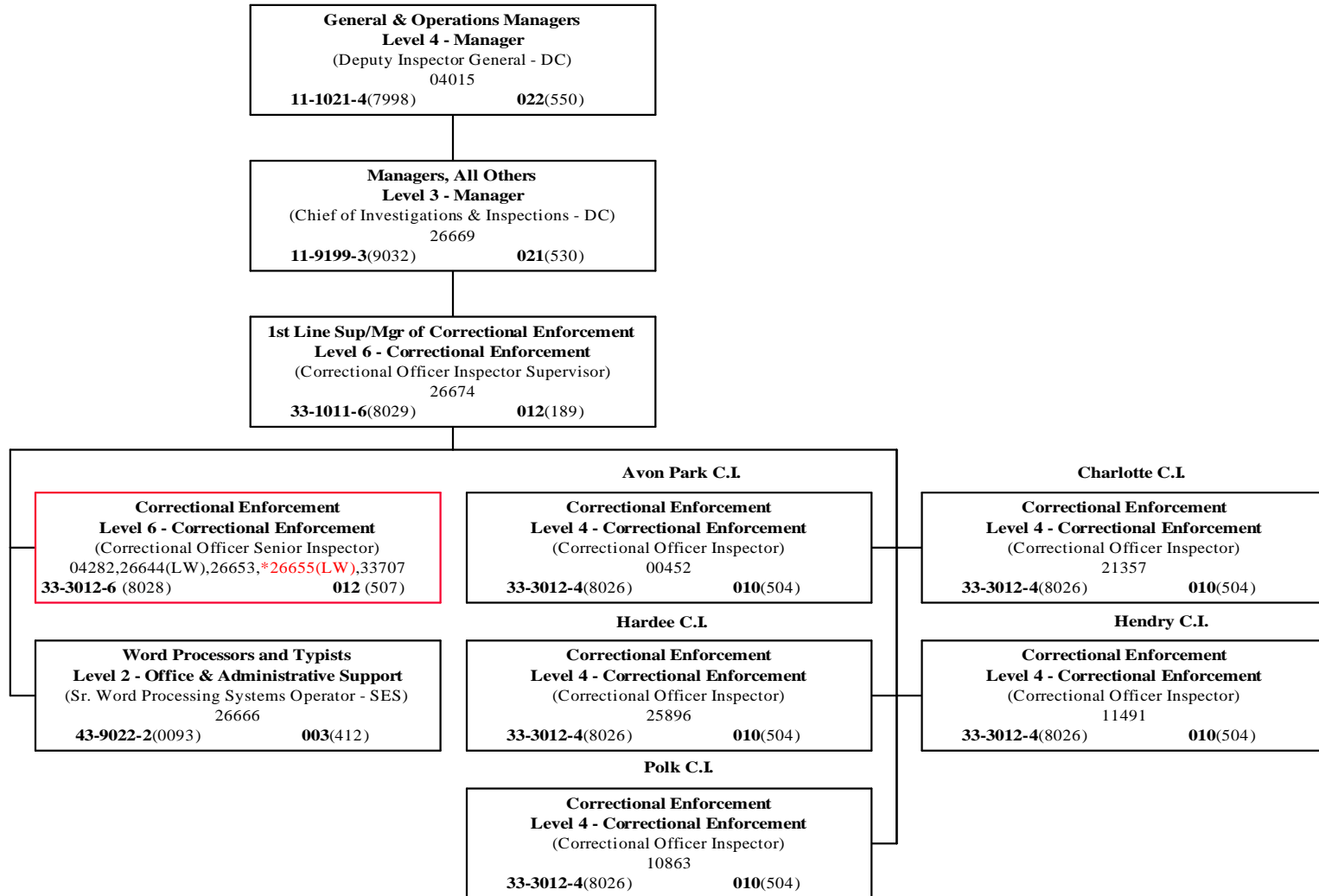
Position 40781 established as a Correctional Officer Inspector Supervisor effective 7-27-07. Position 38984 - Correctional Officer Major - SES transferred to Lowell WC effective 7-27-07

**OFFICE OF THE INSPECTOR GENERAL
 STATE INVESTIGATIONS
 TALLAHASSEE FIELD OFFICE**



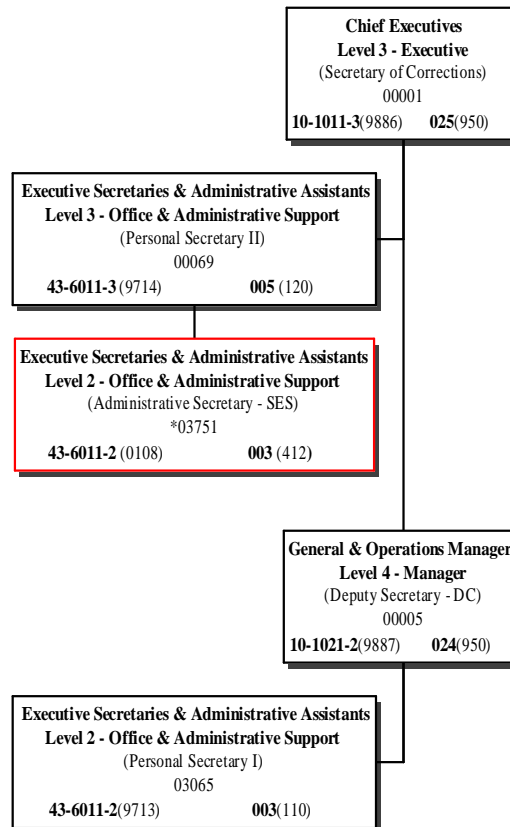
(L = Leadworker) Physical location changes: 05018 to Calhoun from Jackson; 17113 to Jackson from Calhoun; 32539 to Century from Santa Rosa; 25249 to Santa Rosa from Century

**OFFICE OF THE INSPECTOR GENERAL
 STATE INVESTIGATIONS
 TAMPA FIELD OFFICE**



LW=Leadworker 26655 Correctional Officer Senior Inspector given pay additive Lead Worker, effective 5-29-09

OFFICE OF THE SECRETARY - Central Office



(sb) Position 03751 - Administrative Secretary- SES was transferred from the Chief of Staff's office to the Secretary's Office reporting to position 00069 effective 1-23-09

CORRECTIONS, DEPARTMENT OF		FISCAL YEAR 2009-10			
SECTION I: BUDGET		OPERATING		FIXED CAPITAL OUTLAY	
TOTAL ALL FUNDS GENERAL APPROPRIATIONS ACT		2,383,191,192		43,470,640	
ADJUSTMENTS TO GENERAL APPROPRIATIONS ACT (Supplementals, Vetoes, Budget Amendments, etc.)		-28,501,536		185,884,316	
FINAL BUDGET FOR AGENCY		2,354,689,656		229,354,956	
SECTION II: ACTIVITIES * MEASURES		Number of Units	(1) Unit Cost	(2) Expenditures (Allocated)	(3) FCO
<i>Executive Direction, Administrative Support and Information Technology (2)</i>					0
Maintenance * Square footage of correctional facilities maintained		23,251,696	5.30	123,221,568	182,275,943
Dental Care * Average daily population		93,269	246.64	23,004,191	
Physical Health Care * Average daily population		96,216	2,044.74	196,736,303	
Mental Health Care * Average daily population		93,269	711.25	66,337,431	
Pharmacy Services * Number of prescriptions filled		1,782,564	44.57	79,448,607	
Community Hospital Treatment * Number of patient days of treatment		17,012	3,316.20	56,415,146	
Maintaining Security * Number of adult male inmates		101,324	12,610.53	1,277,748,869	36,714,062
Food Production * Number of pounds produced per year		4,839,801	0.17	800,380	
Food Service * Number of meals served to adult male inmates per year		100,201,260	0.83	83,446,417	
Transport * Number of inmates transported per year		188,174	19.60	3,688,431	
Supervise Inmate Work Activities * Number of inmate job assignments		47,919	795.99	38,142,866	
Classification * Number of inmate assessments per year		120,010	533.01	63,966,972	
Inmate Release * Number of inmates released per year		36,463	48.92	1,783,890	
Sentence Structure * Number of sentence structure actions per year		389,988	7.16	2,793,634	
Inmate Records * Number of inmate records maintained per year		138,415	5.80	803,460	
Director Of Security And Institutional Operations * Number of unannounced security audits per year		32	120,399.09	3,852,771	
Victims Assistance * Number of victim notifications per year		38,789	31.72	1,230,535	
Inspector General Investigations * Number of investigations completed per year		3,928	3,715.75	14,595,477	
Inmate Substance Abuse Program * Number of inmates participating in substance abuse programs		44,528	134.02	5,967,688	
General Equivalency Diploma * Number of inmates participating in General Equivalency Diploma (GED)		2,124	2,702.41	5,739,911	
Vocational Education Skills * Number of inmates participating in vocational education programs		4,524	1,380.48	6,245,301	
Basic Literacy Skills * Number of inmates participating in basic literacy programs		1,412	1,547.03	2,184,405	
Other Academic Skills * Number of inmates participating in academic education programs		7,740	719.18	5,566,463	
Library Services * Number of inmates participating in library services programs		1,678,826	1.15	1,925,066	
Transition Skills Training * Number of inmates participating in transition skills programs		42,690	107.49	4,588,576	
Faith-based Transitional Programs * Number of inmates participating in faith-based activities		43,011	71.22	3,063,281	
Instruct, Supervise, Investigate And Report * Number of non-specialized offenders actively supervised in a year		117,714	1,833.48	215,826,796	
Drug Testing * Number of random drug tests conducted on inmates per year		607,901	3.21	1,954,151	
Electronic Monitoring * Number of community control offenders actively supervised in a year with the use of an electronic monitoring device		2,474	3,232.01	7,995,985	
Non-residential Substance Abuse Treatment * Number of offenders served per year		32,268	70.48	2,274,306	
Residential Substance Abuse * Number of offenders served per year		3,940	5,095.13	20,074,804	
Offender Interstate Movement * Number of interstate transfers per year		12,472	61.41	765,848	
TOTAL				2,322,189,529	218,990,005
SECTION III: RECONCILIATION TO BUDGET					
PASS THROUGHS					
TRANSFER - STATE AGENCIES					
AID TO LOCAL GOVERNMENTS					
PAYMENT OF PENSIONS, BENEFITS AND CLAIMS					
OTHER					
REVERSIONS				32,500,523	10,364,951
TOTAL BUDGET FOR AGENCY (Total Activities + Pass Throughs + Reversions) - Should equal Section I above. (4)				2,354,690,052	229,354,956

SCHEDULE XI/EXHIBIT VI: AGENCY-LEVEL UNIT COST SUMMARY

- (1) Some activity unit costs may be overstated due to the allocation of double budgeted items.
- (2) Expenditures associated with Executive Direction, Administrative Support and Information Technology have been allocated based on FTE. Other allocation methodologies could result in significantly different unit costs per activity.
- (3) Information for FCO depicts amounts for current year appropriations only. Additional information and systems are needed to develop meaningful FCO unit costs.
- (4) Final Budget for Agency and Total Budget for Agency may not equal due to rounding.

ACTIVITY ISSUE CODES SELECTED:

TRANSFER-STATE AGENCIES ACTIVITY ISSUE CODES SELECTED:

1-8:

AID TO LOCAL GOVERNMENTS ACTIVITY ISSUE CODES SELECTED:

1-8:

THE FOLLOWING STATEWIDE ACTIVITIES (ACT0010 THROUGH ACT0490) HAVE AN OUTPUT STANDARD (RECORD TYPE 5)
AND SHOULD NOT:

*** NO ACTIVITIES FOUND ***

THE FCO ACTIVITY (ACT0210) CONTAINS EXPENDITURES IN AN OPERATING CATEGORY AND SHOULD NOT:
(NOTE: THIS ACTIVITY IS ROLLED INTO EXECUTIVE DIRECTION, ADMINISTRATIVE SUPPORT AND INFORMATION
TECHNOLOGY)

*** NO OPERATING CATEGORIES FOUND ***

THE FOLLOWING ACTIVITIES DO NOT HAVE AN OUTPUT STANDARD (RECORD TYPE 5) AND ARE REPORTED AS 'OTHER' IN
SECTION III: (NOTE: 'OTHER' ACTIVITIES ARE NOT 'TRANSFER-STATE AGENCY' ACTIVITIES OR 'AID TO LOCAL
GOVERNMENTS' ACTIVITIES. ALL ACTIVITIES WITH AN OUTPUT STANDARD (RECORD TYPE 5) SHOULD BE REPORTED
IN SECTION II.)

*** NO ACTIVITIES FOUND ***

TOTALS FROM SECTION I AND SECTIONS II + III:

DEPARTMENT: 70	EXPENDITURES	FCO
FINAL BUDGET FOR AGENCY (SECTION I):	2,354,689,656	229,354,956
TOTAL BUDGET FOR AGENCY (SECTION III):	2,354,690,052	229,354,956
DIFFERENCE:	396-	
(MAY NOT EQUAL DUE TO ROUNDING)	=====	=====

**SCHEDULE XIII
PROPOSED CONSOLIDATED FINANCING OF DEFERRED-PAYMENT
COMMODITY CONTRACTS**

Contact Information
Agency: Florida Department of Corrections
Name: Richard Prudom, Director of Budget & Finance
Phone: 850-410-4131
E-mail address: prudom.richard@mail.dc.state.fl.us

Deferred-payment commodity contracts are approved by the Department of Financial Services (department). The rules governing these contracts are in Chapter 69I-3, *Florida Administrative Code* and may be accessed via the following website <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=69I-3>. Information on the program and other associated information on the Consolidated Equipment Financing Program and Guaranteed Energy Savings Contracts may be accessed via the following website <http://www.fldfs.com/aadir/cefp/index.htm>.

For each proposed deferred-payment commodity contract that exceeds the threshold for Category IV as defined in Section 287.017, *Florida Statutes*, complete the following information and submit Department of Financial Services forms Lease Checklist DFS-A1-411 and CEFP Checklist DFS-A1-410 with this schedule.

1. Commodities proposed for purchase.
Attached is the Energy Audit Agreement for the Phase III Contract. The commodities to be purchased are energy performance savings equipment options as set forth in Attachment A (list of facilities with Energy Conservation Measures, ECM).
2. Describe and justify the need for the deferred-payment commodity contract including guaranteed energy performance savings contracts.
The contract provides a financing mechanism for third party loan deferred payments over a set time period. The contract provides for a guaranteed energy savings equal to or exceeding the value of the commodities (purchases) and interest on the loan.
3. Summary of one-time payment versus financing analysis including a summary amortization schedule for the financing by fiscal year (amortization schedule and analysis detail may be attached separately).
The amortization schedule is attached in the document.
4. Identify base budget proposed for payment of contract and/or issue code and title of budget request if increased authority is required for payment of the contract.
Funding will be included in budget entity Correctional Facilities Maintenance and Repair, Deferred - Payment Commodity Contracts category through a transfer from Expenses only if necessary.

GUARANTEED ENERGY, WATER, AND WASTEWATER PERFORMANCE SAVINGS
CONTRACT

By and Between

FPL Services, LLC.

and

Department of Corrections

April 21, 2010

Central Florida Reception Center (Main, East & South Units), Avon Park Main Unit & Work Camp (WC), Marion Main Unit & WC, Taylor Annex and Main Unit, Cross City Main Unit & WC, Columbia Main Unit & WC, Sumter Main Unit & WC, Kissimmee Work Release Center, Orlando Work Release Center, Florida Corrections Academy - Orlando, Putnam CI, Sago Palm WC and Dade CI

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GUARANTEED ENERGY, WATER, AND WASTEWATER PERFORMANCE SAVINGS CONTRACT

This Guaranteed Energy, Water, and Wastewater Performance Savings Contract (this "Contract") is made and entered into as of the day last signed below, at Tallahassee, in the County of Leon, State of Florida, by and between FPL Services, LLC ("Company"), having its principal offices at 6001 Village Blvd, West Palm Beach, Florida, and the Florida Department of Corrections ("Agency") with its principal offices at 2601 Blair Stone Road, Tallahassee, Florida, for the purpose of installing certain equipment, and providing other services designed to reduce energy or water consumption, wastewater production, or energy related operating costs for Agency.

RECITALS

WHEREAS, on January 1, 2008, the Company and the Florida Department of Management Services entered into State Term Contract No. 973-320-08-1, authorizing Company to perform work for Agency and other eligible users under the "Guaranteed Energy, Water, and Wastewater Performance Savings Contract Act" as set forth in § 489.145, Florida Statutes (the "Act"); and

WHEREAS, pursuant to the State Term Contract, Agency obtained from Company an Audit that (i) recommends certain Conservation Measures at the Facilities, (ii) summarizes the costs of those Conservation Measures, and (iii) provides an estimate of the amount of cost savings resulting from those Conservation Measures; and

WHEREAS, Agency finds that the amount it would spend on the Conservation Measures will not likely exceed the amount of the cost savings for up to twenty (20) years after the date of installation, based on the calculations required under the Act; and

WHEREAS, the qualified provider or providers give a written guarantee that the cost savings will meet or exceed the costs of the system and the actual cost savings must meet or exceed the estimated cost savings provided in the executed contract; and

WHEREAS, all selection criteria, notice requirements, certifications and approvals set forth in the Act have been satisfied or obtained; and

WHEREAS, Company has made an assessment of the energy, water and/or wastewater performance characteristics of the facilities and existing Equipment described in Schedule B, which Agency has approved; and

WHEREAS, the Parties desire that Company install the Conservation Measures at the Facilities in accordance with and subject to the terms set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, Agency and Company agree as follows:

SECTION 1. DEFINITIONS.

Section 1.1 Definitions. The following terms have the meanings specified below unless the context clearly requires otherwise:

“**Agency**” means the governmental entity which has entered into this Contract, or any governmental entity succeeding to the powers and duties of any of the foregoing pursuant to law or governmental reorganization.

“**Annual Excess Savings**” means the amount of any actual annual Cost Savings that exceeds total annual contract payments made by Agency under this Contract for such calendar year pursuant to § 489.145(3)(d)(2).

“**Annual Reconciliation**” means a determination pursuant to § 489.145(5)(e), Florida Statutes, and Section 5.3 of this Contract, as to whether a shortfall in annual Cost Savings or an excess in annual Cost Savings exists based on the provisions of Company’s written savings guarantee reflected in Schedule C (Savings Guarantee) with savings calculated according to Schedule F (Savings Calculation Formula).

“**Baseline**” means Agency’s fuel, energy or water consumption, wastewater production for each CM Group. The initial Baseline shall be for each month of the calendar year preceding the year this Contract is entered and is set forth in Schedule H (Baseline). To the extent the Baseline may be adjusted, it shall be adjusted in accordance with Schedule H.

“**Commencement Date**” means, with respect to each CM Group, the first day of the calendar month after which all of the following events have occurred: (i) all schedules are in final form and accepted by Agency; (ii) Company has delivered a notice to Agency that it has completed all of the CMs in a CM Group in accordance with the provisions of Schedule G (Construction and Installation Schedule); and (iii) Agency has inspected and accepted said installation and operation as evidenced by an executed Certificate of Acceptance as set forth in Schedule P.

“**Company**” means the contractor identified in the first paragraph of this Contract.

“**Conservation Measure**” or “**CM**” means each of the facility alterations or equipment purchases set forth in Schedule A, together with any training programs incidental to this Contract, which reduces energy or water consumption, wastewater production, or energy-related operating costs at the Facilities. CMs may only include, and this contract is void as to any other measures than, items listed in § 489.145 (3) (b) Florida Statutes.

“**Cost Savings**” means the measured reduction in the cost of fuel, energy, water consumption, or wastewater production, and stipulated operation and maintenance, if applicable, created from the

implementation of one or more Conservation Measures when compared with the established Baseline. The Cost Savings shall be determined in accordance with the formulas and methodologies set forth in Schedule F, which will include a minimum real return on investment calculation and a specification of a benchmark cost of capital described in Schedule S (Specification of a Benchmark Cost of Capital, Minimum Rate of Return).

“Equipment” means all items of property described in the Schedule A (Conservation Measures to Be Installed by Company) and any other items of property pursuant to § 489.145(3)(b) Florida Statutes.

“Facilities” means the state-owned facilities as described in the first paragraph of this Contract and reflected on Schedule B (Pre-existing Equipment Inventory). A Facility must be a distinct auditable unit, measurable by the FEMP standards referenced in Section 5.2.

“Fiscal Year” means the annual period from July 1st through June 30th.

“CM Group” means each group of CMs or other deliverables as listed in Schedule A. A CM Group may not be smaller than an auditable unit or greater than a facility. With respect to each CM Group, this Contract, together with Agency Certificate of Acceptance, and the fully executed Description of Facilities relating thereto, shall constitute a separate contract relating to each CM Group. With respect to any CM Group, the payment due from Agency to either Company, or a Lender under any Financing Agreement, on each payment date is shown in the Schedule D (Compensation to Company and Deliverables), or Schedule L (Financing Agreement), completed for such CM Group.

“Guarantee” means Company’s guarantee reflected on Schedule C (Savings Guarantee), whereby Company guarantees that the savings will meet or exceed the costs of the CMs and the estimated cost savings established under this Contract.

“Interim Period” means the period from the date the contract is signed until the Commencement Date.

“Investment Grade Energy Audit” (IGEA) or “Audit” means the detailed energy, water and/or wastewater audit performed by Company, along with an accompanying analysis of the Conservation Measures, and their costs, savings, and benefits prior to entry of this Contract. The Audit includes a narrative describing and justifying the need for the CMs. The Audit is attached as Appendix B and has been accepted by Agency as set forth in Schedule N (Certificate of Acceptance Investment Grade Audit).

“Legally Available Funds” means funds duly appropriated or otherwise legally available for the purpose of making payments under this Contract.

“Non-Appropriation” means the failure of an appropriation or availability of the Governing body of Agency or the Legislature to appropriate money for any Fiscal Year sufficient for the

continued performance by Agency of all of Agency 's obligations under this Contract as evidenced by the passage of a final budget which does not include funding sufficient to pay all payments due.

“Parties” means both the Agency and the Company collectively.

“Savings Calculation Formula” means the Company’s Savings Calculation Formula reflected on Schedule F.

“State Agency” means each state department, departmental unit described in § 20.04, Florida Statutes, commission, regional planning agency, board, district, and authority.

“Term” means the term of this Contract as set forth in Section 3 of this Contract.

SECTION 2. INCORPORATION OF OTHER DOCUMENTS

Section 2.1. This Contract incorporates and makes a part hereof the following documents, listed in their order of precedence in the event of a conflict between any of their terms and conditions:

- 1- This Contract
- 2- All Schedules and Appendixes listed in the Table of Contents
- 3- The State Term Contract [*currently 973-320-08-1*] (Appendix A)
- 4- The Investment Grade Energy Audit (Appendix B)

Section 2.2. Investment Grade Energy Audit. Company has, under separate agreement, submitted the complete Investment Grade Energy Audit and analysis of the Facilities attached as Appendix B and dated March 2, 2009, which have been approved and accepted by Agency as set forth in Schedule N (Certificate of Audit Acceptance Investment Grade Energy Audit). The Investment Grade Energy Audit includes all Conservation Measures agreed upon by the parties.

Section 2.3 The contract shall now also contain,

(a) Supporting information required by § 216.023(4)(a)9 Florida Statues, in § 287.063(5) Florida Statues and § 287.064(11) Florida Statues. For contracts approved under this section, the criteria at a minimum, include the Schedule S, specification of a benchmark cost of capital and minimum real rate of return on energy, water, or wastewater savings against which proposals have been evaluated.

(b) Documentation supporting recurring funds requirements in § 287.063(5) Florida Statues and § 287.064(11) Florida Statues. (Schedule T)

(c) Approval by the head of the agency or his or her designee. (Schedule U)

(d) An agency measurement and verification plan to monitor Cost Savings (Schedule V)

Section 2.4 Useful Life and Replacement. Company shall provide for the replacement or the extension of the useful life of the equipment during the term of the contract. The useful life

of each CM is identified in Schedule A (Conservation Measures to be Installed by Company and Description of Facilities).

SECTION 3. TERM OF CONTRACT

Section 3.1 Initial Term; Interim Period. Each CM Group shall have its own individual Term. The Term shall begin on the date this Contract becomes fully executed and, subject to the renewal provision in Section 3.2 and the termination provisions in Section 7, shall expire at the end of Fiscal Year in which the Commencement Date occurred. The Contract shall be effective and binding upon the parties immediately upon the date it is last signed, and the period from such contract execution until the Commencement Date shall be known as the Interim Period.

Section 3.2 Renewals. The Term shall automatically renew for each successive Fiscal Year subject to the agency making sufficient annual appropriations based upon continued realized savings [see § 489.145 (5)(g)]; provided, however, the Term shall not extend beyond the earlier of (i) the term described in the Cash Flow in Schedule O of this Contract; (ii) the effective date of termination under Section 7 of this Contract; or (iii) twenty (20) years after the Commencement Date.

SECTION 4. SCOPE OF WORK

Section 4.1 Installation of CMs

(a) Company shall install the CMs in the Facilities pursuant to specifications in Schedule A (CMs) and Appendix B (IGEA). Construction and installation shall proceed in accordance with the Construction Schedule approved by Agency and attached hereto as Schedule G (Construction and installation Schedule). Agency is not obligated to make any payments to the Company until Schedule P (Agency Certificate of Acceptance of CM) has been issued to the Company.

(b) Company shall perform all tasks/phases under this Contract in such a manner so as not to harm the structural integrity of the buildings or their operating systems and so as to conform to the Standards of Comfort set forth in Schedule I and the Construction Schedule specified in Schedule G (Construction and Installation Schedule). Company shall repair and restore to its original condition any area of damage caused by Company's performance under this Contract. Agency reserves the right to direct Company to take certain corrective action if the structural integrity of the Facilities or its operating system is or will be harmed. All costs associated with such corrective action to damage caused by Company's performance of the work shall be borne by Company.

(c) Company shall remain responsible for the professional and technical accuracy of all services performed, whether by Company or its subcontractors or others on its behalf, throughout the term of this Contract.

Section 4.2 Acceptance of CMs.

(a) When Company considers the CM Group to have been substantially completed in accordance with all contractual requirements, Company shall provide Agency with a written request for Schedule P (Agency Certificate of Acceptance of CM). Within ten (10) business days from receipt of Company's written request, Agency will make an inspection to determine whether the CM Group installation is complete. If Agency determines the CM Group installation is not complete, Agency will provide Company with a specific material performance deficiency list of all items that must be corrected or completed before Agency would consider the CMs complete. An executed Certificate of Acceptance or deficiency list will be provided to Company within fifteen (15) business days from receipt of Company's written request. If Company receives a deficiency list and once Company has completed all items on the deficiency list, Company can request a second inspection by Agency to verify the CM Group to be installed is complete. Again the re-inspection shall occur within ten (10) business days and a written response within fifteen (15) business days. When the CM Group to be installed is considered completed, and Agency has received from Company all appropriate certificates of title, Agency will provide the Company Schedule P (Agency Certificate of Acceptance of CM), which shall establish the Commencement Date.

(b) The Parties intend that an Agency Certificate of Acceptance of CM will be executed for each CM Group installation as soon as the installation is complete and beneficial use is provided. However, it is anticipated and agreed that Agency may require use of some installed and completed CMs prior to the completion of all CMs. In such situations, the Parties will conduct acceptance inspections and Certificates of Acceptance of CM as described above, for that CM Group to be installed which is being operated and Agency is receiving beneficial use. Except as specified in Schedule K (Company's Maintenance), any maintenance and repairs due to ordinary wear and tear caused by such use will be made at the expense of Agency.

Section 4.3 Maintenance. Company shall provide service, repairs, and adjustments to the CMs pursuant to Schedule K (Company's Maintenance Responsibilities and Training). Agency shall incur no cost obligations to Company for service, repairs, and adjustments, except as set forth in Schedule D (Compensation to Company and Deliverable); provided, however, that when the need for Company maintenance or repairs principally arises due to the negligence or willful misconduct of Agency or any employee or other agent of Agency, and Company can so demonstrate such causal connection, Company may charge Agency for the actual cost of the maintenance or repair insofar as such cost is not covered by any warranty or insurance proceeds. Failure to use the appropriate technical requirements as identified in Schedule A (Conservation Measures to be Installed by Company & Description of Facilities) and Appendix B (Investment Grade Energy Audit) will result in automatic task rejection and may not be invoiced or paid until correction of the task. Failure to complete the required duties as outline in this Contract (including but not limited to Sections 4, 5, 8, 10 and Schedule K) may result in the rejection of the invoice.

Section 4.4 Records and Data

(a) Agency has furnished or shall furnish (or cause its suppliers to furnish) to Company, upon its request, all of its records and complete data concerning energy or water usage and energy/water-related maintenance for the Facilities described in Schedule B (Pre-existing Equipment Inventory). During the Term, Agency will provide Company copies of all energy and water bills relevant to CMs on a regular basis so that Company may provide the Cost Savings report identified in subsections 4.4(b) and 5.3 below.

(b) The reports to be issued by Company to Agency are more particularly delineated in Schedule D, Deliverables. At a minimum, Company shall provide an annual Cost Savings and reconciliation report calculated in accordance with Schedule F (Savings Calculation Formula).

(c) Company shall also furnish Agency with a full set of diagrams, instructions, manuals, reports and other documentation needed to maintain and operate the CMs.

(d) If this Contract is terminated for any reason, all finished or unfinished documents, data, studies, correspondence, reports and any other products prepared for the purpose of performing this Contract, shall be made available to, or delivered to, Agency for its use before any additional payments are made for any reason.

(e) Company shall be subject to audit by the State or its designee. Agency shall have the right upon reasonable notice to have its employees or agents inspect all of the books and records of the Company relating to this Contract at Company's principal place of business during Agency's normal business hours.

(f) If Agency receives a public records request related to the Contract, Company shall be solely responsible for taking whatever action it deems appropriate to legally protect its claim of exemption from the public records law.

Section 4.5 Training. Company shall conduct the training program described in Schedule K (Company's Maintenance Responsibilities and Training) hereto. The training specified in Schedule K (Company's Maintenance Responsibilities and Training) must be completed prior to acceptance of the CM. Company shall provide ongoing training whenever needed with respect to updated or altered equipment, including upgraded software as defined by the software manufacturer. Such training shall be provided at no additional cost to Agency.

Section 4.6 Permits and Approvals. Company shall be responsible for obtaining all governmental permits and approvals as may be required for installation of the CMs and for the performance of its obligations hereunder. Agency shall cooperate with Company in obtaining all such permits and approvals. In no event shall Agency, however, be responsible for payment of any permit fees. The equipment and the operation of the equipment by Company shall at all times conform to all federal, state and local code requirements. Company shall furnish copies of each permit or license which is required to perform the work to Agency before Company

commences the portion of the work requiring such permit or license.

SECTION 5. PAYMENTS TO COMPANY

Section 5.1 Energy, Water, and Wastewater Performance Savings Guarantee. Company has formulated and provided a written Guarantee that the Cost Savings will meet or exceed the costs of the Conservation Measures and the estimated cost savings set forth in the Audit pursuant to § 489.145(4)(c), Florida Statutes, and that the amount of any actual annual savings meet or exceed total annual contract payments made by the agency for the contract pursuant to § 489.145(3)(d)(2), Florida Statutes. Any provisions providing for deemed savings are void and there will be no stipulation as to savings amounts achieved other than operating, maintenance, and cost avoidance as allowed, if applicable. The Guarantee is attached as Schedule C, providing the annual level of Cost Savings to be achieved as a result of the Conservation Measures provided for in this Contract and in accordance with the Savings Calculation Formula as set forth in Schedule F, which is calculated in compliance with Florida law. The Guarantee is set forth in annual increments for the term of the Contract as specified in Schedule C and has been structured so as to be sufficient to cover any and all annual payments required to be made by the Agency as set forth in Schedule D (Compensation to Company) and Schedule L (Financing Agreement if applicable).

Section 5.2 Measuring Cost Savings. The Parties will measure the Cost Savings using the cost savings formula set forth in Schedule F and the the monitoring and verification plans set forth in Schedule V. Company will ensure that the reported Cost Savings have in fact been recognized or the provisions of Sec. 5.3 will apply. In the case of energy-related CMs, the Cost Savings shall be based on the Federal Energy Management Program's (FEMP) *M&V Guidelines: Measurement and Verification for Federal Energy Management Projects version 3.0*. Monitoring and Verification of savings shall be calculated using a methodology from the Federal Energy Management Program's (FEMP,) *M&V Guidelines: Measurement and Verification for Federal Energy Management Projects version 3*, that provides for actual savings, as provided in Section 489.145(3)(d)(2), Florida Statutes, to be measured yearly against the Baseline. Any adjustments to the Baseline are subject to Agency approval, must be substantiated by actual measurements, and may not be based solely on computer-based simulations.

Section 5.3 Annual Reconciliation.

(a) Reconciliation Reports. Pursuant to § 489.145(5)(e), Florida Statutes, Company is required to provide to Agency an annual reconciliation of the Cost Savings. Within sixty (60) days after each year from the Commencement Date, Company will deliver to Agency's Contract Manager, identified in Section 19.9 below, an Annual Reconciliation report for such calendar year, reflecting the amount guaranteed and the amount of actual Cost Savings achieved. Upon delivery of the report and all supporting documentation, Agency will have thirty (30) business days to accept or reject the report. Agency shall provide written notice of such rejection, within the stated acceptance period, specifying the basis of the deficiency. Company shall have forty-

five (45) business days to cure such deficiency and deliver to Agency a corrected reconciliation report. If the Agency fails to reject any report (including corrected reconciliations) within sixty (60) business days of receipt of all required documentation, Agency shall be deemed to have accepted the Annual Reconciliation contained in the report as of the final day of the 60th business day period, unless a longer acceptance period is mutually agreed upon in writing. Company shall provide copies of the reports to the Department of Management Services and the Chief Financial Officer to validate that savings have occurred. The Annual Reconciliation report verification requirements of the Agency's Measurement and Verification plan (M&V Plan) is in the form attached, see Schedule V (Agency Measurement & Verification Plan to Monitor Cost Savings).

(b) Annual Shortfalls. If the Annual Reconciliation reveals a shortfall in guaranteed Cost Savings, Company is liable for such shortfall and shall pay to Agency the amount of the shortfall, together with interest equal to that provided in any financing agreement from the time the Annual Reconciliation first revealed a shortfall and the time of repayment. Agency shall submit to Contractor a written statement as to the amount of the shortfall (Agency Shortfall Payment Demand) to the extent the Annual Reconciliation or an Agency M&V Plan review reveals such shortfall, which may be incorporated into the Agency's response to Company's Annual Reconciliation. Company shall remit such payments to Agency within sixty (60) days of written notice by Agency of such monies due. If Company fails to make such payment to Agency within 60 days after demand therefore, Agency may offset the amount due against payments required under Schedule D, or in the event of third-party financing, demand payment pursuant to the security instrument identified in Schedule C (Savings Guarantee).

(c) Annual Excess Savings. Annual Excess Savings shall be distributed as follows: (1) zero (0)% shall first be applied to reimburse Company for any payment Company made to Agency under the Annual Shortfall provisions in Section 5.4(b) for previous years (but not subsequent years), (2) then to prepay the amounts due pursuant to Schedule D (Compensation to Company) or, if applicable, Schedule L (Financing Agreement), and if no such payments are due, (3) then to the Parties as follows: 100% to Agency.

Section 5.4 Agency Payment. Agency shall either (i) pay Company as set forth in Schedule D (Compensation to Company and Deliverables), to the extent of actual annual savings in accordance with the Act, or (ii) pay the Lender pursuant to Schedule L (Financing Agreement), if applicable. All other payment and contract provisions of § 287.058 (1) Florida Statutes, are incorporated herein by reference. In the event Agency fails to make payment within forty (40) days of the due date, Agency shall pay, as late charges, any interest assessed for untimely payment. The interest rate will be the rate set pursuant to Section 55.03, Florida Statutes. Agency shall not be required to begin any payments to Company under this Contract unless and until an Agency Certificate of Acceptance of CM as set forth in Schedule P has been issued. Agency shall pay Company pursuant to § 215.422 Florida Statutes. The Parties agree that (i) at least one-twentieth of the price must be paid within two years from the Commencement Date by Agency, using straight-line amortization for the term of the loan, (ii) the remaining costs are to be paid at least quarterly, not to exceed a 20 year term, based on life cycle cost calculations, and (iii)

the Cost Savings are guaranteed to the extent necessary to make payments.

Section 5.5 Financing. In the event the Parties have agreed to a separate Financing Agreement with a third party, incorporated herein as Schedule L (Financing Agreement), Agency is financing the acquisition, which constitutes Agency's source of funding for its obligations under this Contract. Company may not assess any late fees for an Agency failure to deliver the completed documents to the Lender unless Company has provided all invoices and other documentation required under Schedule L (Financing Agreement) on a timely basis to Agency.

Section 5.6 Current Expense. Agency's obligations hereunder constitute a current expense that is payable exclusively from Legally Available Funds and shall not be construed to be debt, liability or obligation within the meaning of any applicable constitutional or statutory limitation or requirement. Neither Agency nor the State nor any political subdivision or agency thereof has pledged any of its full faith and credit or its taxing power to make any payments under this Contract.

Section 5.7 Baseline Costs. Actual savings are measured against baseline costs, the expenses that the Agency would have incurred had the delivery order not been implemented. The parties agree that baseline costs shall be calculated using the Baseline set forth in Exhibit H, which has been based on the Federal Energy Management Program's (FEMP) *M&V Guidelines: Measurement and Verification for Federal Energy Management Projects version 3.0*. Details of the Monitoring and Verification methodology shall be agreed upon by the Parties and documented in Schedule F.

SECTION 6. FISCAL FUNDING

Section 6.1 Annual Appropriations. Agency is an agency of the State and Agency's performance and obligation to pay under this Contract is contingent upon an annual appropriation. Agency, as an agency of the State, is subject to the appropriation of funds by the governing body of Agency in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this Contract for each and every Fiscal Year following the Fiscal Year in which the Contract is in effect.

Section 6.2 Agency's Intent to Request Appropriations and Make Payments. Agency intends for this Contract to continue until all payments contemplated under Section 5 have been satisfied. Agency agrees to direct the person within such Agency in charge of preparing Agency's budget to include in the budget request for each Fiscal Year the payments becoming due in such Fiscal Year. The Parties acknowledge that appropriation for such payments is a governmental function that Agency cannot contractually commit the governing body of Agency to perform and this Contract does not constitute such a commitment. However, Agency reasonably believes that money in an amount sufficient to make all Payments can and will lawfully be appropriated and made available to permit continued utilization of the CM in the performance of its essential functions during the applicable Terms.

Section 6.3 Notice of Non-Appropriation. Agency shall, upon learning that sufficient funds will not be available to continue its full and faithful performance under this Contract, provide prompt written notice to Company of such event ("Notice of Non-Appropriation").

Section 6.4 Return of Equipment. Upon termination for Non-Appropriation under Section 7.1 or 7.2, Agency shall no longer be responsible for the payment of any additional payments coming due in succeeding Fiscal Years. However, Company may by written notice to Agency, and, if Agency is a State Agency, also to the Chief Financial Officer (CFO), request that Agency, within thirty (30) days of such written notice, cause all equipment in a CM Group that Agency is no longer responsible for the payment of (together with all documents necessary to transfer legal and beneficial title thereto to Company) to be delivered to Company or Company's designee at a place in the State designated by Company.

Section 6.5 Company's Rights if Equipment is Not Returned. The Parties agree that there is no intention to create under this Contract a right in Company to dispossess Agency involuntarily of the legal title to or the use of the CMs or any underlying equipment. Company hereby irrevocably waives any right to specific performance of Agency's covenant to transfer legal title to and return possession of the equipment to Company. If Agency fails or refuses to voluntarily transfer such equipment to Company as provided in Section 6.4, then Company shall have the right, to the extent permitted by law, to obtain a judgment against Agency from Legally Available Funds for compensatory damages in the amount of the then applicable Principal Balances as shown on the applicable Schedule D (Compensation to Company and Deliverables). If the equipment or any portion of it has been destroyed or damaged beyond repair, Agency shall pay the applicable Principal Balance of the damaged or destroyed equipment as set forth in the Schedule relating thereto to Company only to the extent not covered by any insurance obtained by Agency.

Section 6.6 No Waiver of Sovereign Immunity. Nothing herein shall be construed as waiving the sovereign immunity of the State of Florida or any agency or instrumentality thereof.

Section 7. TERMINATION

Section 7.1 Termination for Non-Appropriation. This Contract shall immediately terminate with respect to each CM Group for which a Non-Appropriation has occurred. The termination shall be effective as of the last day for which funds were appropriated and Company may then pursue its rights under Section 6 above. However, in the event that the appropriations have not been adopted by the governing body of Agency prior to the expiration of a Fiscal Year, and the Notice of Non-Appropriation is not yet due under Section 6.3, the Term will be deemed extended and renewed pending the enactment of such appropriations act. If any payments are due under this Contract during such period, such Term will be extended and renewed only if: (a) an interim or emergency budget implemented by the governing body of Agency pending enactment of a final budget makes available to Agency money that may legally be used to make payments during such period; or (b) sums are otherwise available to make such payments.

Section 7.2 Company Option to Terminate Balance of CMs. In the event of a termination under Section 7.1 above, Company may elect to terminate this Contract with respect to all, but not less than all, of the remaining CMs. This election shall be made by written notice to Agency within thirty (30) days after the Non-Appropriation has occurred and shall be effective upon the last day of the Fiscal Year for which funds were not appropriated. Upon the effective date of the termination, Agency shall pay to Company any payments and other amounts that are due and have not been paid at or before the end of its then current Fiscal Year with respect to this Contract. In the event of termination of this Contract as provided in this Section, Agency shall comply with Sections 6.4 and 6.5 regarding the return of equipment.

Section 7.3 Termination Upon Default. This Contract is also subject to termination upon the occurrence of an event of default, as provided in Section 14 below.

Section 7.4 Effect of Termination. No CM Group Schedule shall be executed after any termination due to Non-Appropriation or Event of Default.

SECTION 8. WARRANTIES

Section 8.1 Equipment Warranties. Company covenants and agrees that all materials and equipment to be installed as part of this Contract shall be new, in good and proper working condition and protected by appropriate original equipment manufacturer (OEM) written warranties covering all parts and equipment performance. Company further agrees to deliver to Agency for inspection and approval, all such written warranties and to obtain extended OEM warranties as set forth in Schedule Q (Equipment Warranties).

All warranties shall be transferable and extend to Agency. The warranties shall specify that only new, and not reconditioned parts, may be used and installed when repair is necessary. The warranties shall be in force for a minimum of one year from the Commencement Date.

Notwithstanding the above, nothing in this Section shall be construed to alleviate/relieve Company from complying with its obligations to perform under all terms and conditions of this Contract and as set forth in all attached Schedules.

Section 8.2 Labor Warranties. Company warrants that all work performed under this Contract complies with customary, reasonable and prudent standards of care in accordance with standards in the industry and are performed in a professional manner and consistent with Agency supplied specifications and standards.

SECTION 9. INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 9.1 Indemnification by Company. Company shall hold and save Agency, the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from Company's breach of this Contract or Company's negligence.

Section 9.2 Indemnification by Agency. Both Parties recognize that Agency, as an agency of the State of Florida, is prohibited from entering into indemnification agreements. Subject to that prohibition, the Parties agree that Company shall not be responsible for damages resulting solely and exclusively from Agency's negligence.

Section 9.3 Limitation of Liability: Neither Party shall be liable to another for special, indirect, consequential or punitive damages, even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost operating savings. Notwithstanding the foregoing, nothing in this section will be construed to limit any of the remedies afforded to Agency under Rule 60A-1.006(3), Florida Administrative Code.

SECTION 10. OWNERSHIP

Section 10.1 Ownership of Certain Proprietary Property Rights. Agency shall not, by virtue of this Contract, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the CM. Company shall grant to Agency all rights for the duration of this Contract for any and all software or other intellectual property rights necessary for Agency to continue to operate, maintain, and repair the CM in a manner that will yield maximal consumption reductions.

Section 10.2 Ownership of Existing Equipment. Ownership of the equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of Agency even if it is replaced or its operation made unnecessary by work performed by Company pursuant to this Contract. Company shall be responsible for the disposal of all equipment and materials designated by Agency as disposable off-site in accordance with all applicable laws and regulations regarding such disposal.

Section 10.3 Ownership of Installed Equipment; Risk of Loss. Upon the issuance of a Certificate of Acceptance for a CM Group, Agency shall have all legal title to and ownership of all underlying equipment and Company shall take all actions necessary to vest such title and ownership in Agency. Prior to this date, the risk of loss or damage to all items shall be the responsibility of Company, unless loss or damage results from negligence by Agency, and Company shall be responsible for filing, processing and collecting all damage claims.

Section 10.4 Patent and Copyright. Company, without exception, shall indemnify and save harmless Agency and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article supplied by Company. Company has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by Company or is based solely and exclusively upon Agency's alteration of the article. Agency will provide prompt written notification of a claim of copyright or patent infringement and will afford Company full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending Company may, at its options and expenses

procure for Agency the right to continue use of, replace or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, Agency agrees to return the article on request to Company and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If Company uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the negotiated prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

~~SECTION 11. FACILITIES MAINTENANCE AND EQUIPMENT SERVICES~~

Section 11.1 Conservation Procedures. Agency agrees that it shall adhere to, follow and implement the conservation procedures and methods of operation to be set forth on Schedule J (Agency's Maintenance Responsibilities).

Section 11.2 Changes to CMs and Facilities by Agency. To the extent Company is responsible for maintenance under Section 4.3, Agency shall not move, remove, modify, alter, or change in any way the CMs or any part thereof without the prior written approval of Company, which consent shall not be unreasonably withheld, except as set forth in Schedule J (Agency's Maintenance Responsibilities). Notwithstanding the foregoing, Agency may take reasonable steps to protect a CM if, due to an emergency, it is not possible or reasonable to notify Company before taking any such actions. In the event of such an emergency, Agency shall take reasonable steps to protect the CM from damage or injury and shall follow instructions for emergency action provided in advance by Company. Agency agrees to maintain the Facilities in good repair and to protect and preserve all portions thereof that may in any way affect the operation or maintenance of the CM. If Company contends that Agency is not performing maintenance responsibilities in accordance with Schedule J (Agency's Maintenance Responsibilities), or that Agency has made any other material changes, including a change in manner of use, hours of operation for the equipment, permanent changes in the comfort and service parameters, occupancy or structure of the Facilities, types and quantities of equipment at the Facilities, then Company shall submit a report to Agency and Agency, in consultation with Company, shall determine what, if any, adjustments to Baseline will be made.

Section 11.3 Changes to CMs by Company. Notwithstanding anything to the contrary in this Contract or elsewhere, Company shall at all times have the right, subject to Agency's prior written approval, which approval shall not be unreasonably withheld, to change the CM, revise any procedures for the operation of the equipment or implement other saving actions in the Facilities, provided that (i) such modifications or additions to, or replacement of the CM, and any operational changes, or new procedures are necessary to enable Company to achieve the savings at the Facilities and; (ii) any cost incurred relative to such modifications, additions or replacement of the CM, or operational changes or new procedures shall be the responsibility of Company. All modifications, additions or replacements of the CM or revisions to operating or other procedures shall be made by written amendment to this Contract pursuant to § 255.258 Florida Statutes.

SECTION 12. PROPERTY/CASUALTY/INSURANCE

Section 12.1 Insurance. At all times during the Term, Company shall maintain in full force and effect all insurance coverages customary for companies in its industry of comparable size, including: (1) Workmen's Compensation Insurance sufficient to cover all of the employees of Company working to fulfill this Contract, and (2) Casualty and Liability Insurance on the CMs Contractor delivers and Liability Insurance for its employees and the possession, operation, and service of the underlying equipment. The limits of such insurance shall be not less than \$1,000,000 for injury to or death of one person in a single occurrence and \$1,000,000 for injury to or death of more than one person in a single occurrence and \$1,000,000 for a single occurrence of property damage. Such policies shall name Agency as an additional insured.

Prior to commencement of work under this Contract, Company will be required to provide Agency with current certificates of insurance specified above. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed until at least thirty (30) days' prior written notice has been given to Agency.

The policies for Bodily Injury and Property Damage Liability Insurance shall be written to include Contractual Liability Insurance to protect Company against claims from the operations of subcontractors. Certificates of Company's insurance containing evidence of the Hold Harmless Clause protecting the State shall be filed with the State and shall be subject to its approval for adequacy of protection.

Section 12.2 Damage. Company shall be responsible for (i) any damage to the equipment to be installed or to any other property on the Facilities and (ii) any personal injury where such damage or injury occurs as a result of Company's performance under this Contract, but only to the extent caused by the acts or omissions of Company.

Section 12.3 Insurance Policy Guarantee. In the event an insurance policy is selected to support the Schedule C, Guarantee, such policy shall be in an amount equal to the amount of the Guarantee during the remaining term of the Guarantee Period. It shall name the state as a beneficiary and shall provide that payment shall be made to Agency upon presentation to the Insurer of one or more Agency Shortfall Payment Demands. It shall provide that the Insurer may conclusively rely as to the completeness and accuracy of all statements in such Agency Shortfall Payment Demands. The Insurer shall not be required to make any inquiry, inspection or investigation in connection therewith. In the event a dispute as to an Annual Reconciliation shortfall is resolved in Company's favor, Company will first reimburse the Insurer from the funds it receives.

SECTION 13. BOND

Section 13.1 Agency shall be provided with the following bonds, within thirty (30) days of the date of this Contract:

(a) Construction Bond: Company shall furnish Agency a Construction Bond, substantially in the form provided in Schedule M (Performance Bond), in the amount of \$13,943,822.15. The Construction Bond shall remain in effect until the CM is accepted by Agency as provided in Schedule P (Agency Certificate of Acceptance of CM).

(b) Surety Bond: In the event a surety bond is selected to support the Schedule C Guarantee, Company shall furnish Agency a surety bond equal to the amount of the Guarantee during the remaining term of the guarantee period. As security for payment under Company's guarantee, Company shall provide to Agency such surety bond provided by an institution assigned one of the two highest policyholder ratings accorded insurers by A.M. Best & Company or any comparable service. Each surety bond shall be payable to Agency, or available to be drawn upon by it upon failure of Company to make payment in accordance with Section 5.4. If a disbursement is made under the surety bond, it shall be the obligation of Company, and not Agency, to reimburse the provider of the instrument. Company shall at all times maintain the surety bond in effect in an amount sufficient to cover the amount of the Guarantee during the remaining term of the guarantee period.

Section 13.2 Bond Provisions. The following provisions shall apply to the bonds in this Section:

(a) Agency shall be named as the beneficiary of the bonds. Company's bonds shall provide that the insurer or bonding company shall pay losses suffered by Agency directly to Agency. Company or its insurer shall provide Agency thirty (30) days prior written notice that the bond(s) has been renewed together and of any attempt to cancel or to make any other material changes in the status, coverage or scope of the required bond or of Company's failure to pay bond premiums. The cost of bonds shall be reflected as a project cost and included in the Conservation Measures to be installed.

(b) Company shall follow § 255.05 "Bond of contractor constructing public buildings; form; action by materialmen" of the Florida Statutes.

(c) No payments shall be made to Company until the bond is in place as per § 255.05 Florida Statutes.

(d) To be acceptable to Agency as surety for performance bonds, the surety company shall:

(i) Have a currently valid Certificate of Authority, issued by the State of Florida, Department of Financial Services, authorizing it to write surety bonds in the State of Florida

(ii) Have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

(iii) Be in full compliance with the provisions of the Florida Insurance Code

(iv) Have a minimum Best's Policyholder Rating of A- or Performance Index Rating of VI from Best's Key Rating Guide.

SECTION 14. EVENTS OF DEFAULT

Section 14.1 The following are events of default under this Contract:

(a) Any failure by either Party to pay any payment required to be paid when due. A State Agency's failure to pay for reason of Non-Appropriation shall not constitute an event of default, and shall be governed by Section 6 of this Contract.

(b) Any failure by either Party to observe and perform any material covenant, condition or agreement on its part to be observed or performed hereunder or under this Contract, other than as referred to in Clause (a) of this Section.

(c) Company initiates a proceeding in any court, seeking liquidation, reorganization, debt arrangement, dissolution, winding up, appointment of trustee, receiver, custodian, or the like for substantially all of its assets, and such proceeding continues undismissed, unstayed and in effect for a period of 60 consecutive days; or an order for relief is entered in an involuntary case under the federal bankruptcy laws or other similar laws now or hereafter in effect.

SECTION 15. REMEDIES UPON DEFAULT

Section 15.1 Opportunity to Cure Defaults. Each Party shall have a period of forty (40) days after being notified of an event of default to cure said default, provided that the Party has not already failed to cure a default under the terms of this Contract.

Section 15.2 Remedies upon Default by Agency. If a default by Agency is not cured in accordance with Section 15.1, Company may, without a waiver of other remedies which exist in law or equity, exercise all remedies available at law or in equity or other appropriate proceedings including bringing an action or actions from time to time for recovery of amounts due and unpaid by Agency, and/or for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy.

Section 15.2 Remedies Upon Default by Company. If a default by Company is not cured in accordance with Section 15.1, Agency shall have the following remedies in law or equity:

(a) Agency may exercise any and all remedies at law or equity, or institute other proceedings, including, without limitation, bringing an action or actions from time to time for specific performance, and/or for the recovery of amounts due and unpaid and/or for damages, which shall include all costs and expenses reasonably incurred in exercise of its remedy.

(b) Agency may take any and all steps necessary to cure Company's default including the hiring or contracting of third parties to fulfill Company's obligations. In the event Agency takes any

action to effect such cure, Company shall be obligated to reimburse Agency for Agency's costs and expenses, including cost of cover pursuant to Fla. Admin. Code Rule 60A-1.006 (3).

(c) The parties recognize delays, expenses and difficulties involved in proving the actual loss suffered by Agency if the Company's work is not completed on time. Accordingly, instead of requiring any such proof, Agency and Company agree that as liquidated damages for delay (but not as a penalty) Company shall pay Agency \$2,200 (two thousand, two hundred dollars) per business day as liquidated damages, with such amount being equal to the finance interest expense per day, for each business day that expires after the time specified for completion until the work has achieved executed Agency Certificate of Substantial Completion (Schedule P(i)) and is ready, without reservation, for final acceptance by the Agency. Payment of such liquidated damages shall constitute Agency's sole and exclusive remedy and Company's sole and exclusive obligation with respect to delay in the installation of Equipment Groups.

SECTION 16. ASSIGNMENT

Section 16.1 Assignment by Company. Company acknowledges that Agency is induced to enter into this Contract by, among other things, the professional qualifications of Company. Company agrees that neither this Contract nor any right or obligations hereunder may be assigned in whole or in part to another firm, without the prior written approval of Agency; provided Company can without prior approval from Agency assign this Contract to its parent or affiliate companies.

Company may, with prior written approval of Agency, which consent shall not be unreasonably withheld, delegate its duties and performance under this Contract, and/or utilize subcontractors, provided that any assignee(s), delegee(s), or subcontractor(s) shall fully comply with the terms of this Contract. Notwithstanding the provisions of this paragraph, Company shall remain jointly and severally liable with its assignees(s), or transferee(s) to Agency for all of its obligations under this Contract.

Section 16.2 Assignment by Agency. Agency may transfer or assign this Contract and its rights and obligations herein to a successor or purchaser of the Facilities or an interest therein subject to the prior written approval of Company. If Company rejects new assignee Agency will continue to make the payments associated with the facility or Agency can pay the remaining principal on the loan for the equipment installed in that facility. Notwithstanding the foregoing, Agency's rights and responsibilities may be transferred in the event that the agency/department that originally executed this Contract is transferred, moved or absorbed by another State of Florida entity to such succeeding entity.

SECTION 17. ARBITRATION

Any dispute, controversy, or claim arising out of or in connection with, or relating to this Contract, or any breach or alleged breach hereof, may, upon the agreement of both Parties, be submitted to and settled by arbitration in the State of Florida, in conformance with the rules of the American

Arbitration Association then in effect for commercial disputes (or at any other place or under any other form of arbitration mutually acceptable to the Parties).

The expenses of the arbitration shall be borne equally by the Parties to the arbitration, provided that each Party shall pay for and bear the cost of its own experts, evidence, and counsel.

SECTION 18. REPRESENTATIONS AND WARRANTIES

~~Section 18.1 Mutual Representations. Each Party warrants and represents to the other that:~~

(a) it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;

(b) its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its organic instruments, and this Contract has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;

(c) its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any Contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; or

(d) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

Section 18.2 Agency Representations. Agency hereby warrants and represents that:

(a) it has provided or shall provide timely to Company, all records relating to energy and/or water usage and energy/water-related maintenance of Facilities requested by Company and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Contract will be true and accurate in all material respects; and

(b) it has not entered into any leases, contracts or agreements with other persons or entities regarding the leasing of efficiency equipment or the provision of energy/water management services for the Facilities or with regard to servicing any of the related equipment located in the Facilities except as disclosed to Company.

Section 18.3 Company Representations. Company hereby warrants and represents that:

(a) before commencing performance of this Contract it shall have (i) become licensed or otherwise permitted to do business in the State of Florida, and (ii) provided proof and documentation of required insurance pursuant to Section 12, and (iii) made available, upon reasonable request, all

documents relating to its performance under this Contract, including all contracts and subcontracts entered into;

(b) it shall use qualified subcontractors and delegees, licensed and bonded in this state to perform the work so subcontracted or delegated pursuant to the terms hereof;

(c) it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to perform its obligations under this Contract.

SECTION 19. MISCELLANEOUS

Section 19.1 Waiver of Liens. Company will obtain and furnish to Agency a Waiver of Liens from each vendor, material manufacturer and laborer in the supply, installation and servicing of each CM. Should liens or claims be filed against the Facilities by reason of Company's acts or omissions, Company shall cause same to be discharged by bond or otherwise within ten (10) days after filing.

Section 19.2 Compliance with Law and Standard Practices. Company shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws, rules, and regulations, in accordance with sound engineering and safety practices, and in compliance with any and all reasonable rules of Agency relative to the Facilities.

Company shall not use, store, dispose of or otherwise handle any Hazardous Substance (as defined in 42 U.S.C. Sections 9601, 9603, 6921, 7412, 49 U.S.C. Sections 1802 and 33 U.S.C. Sections 1321 and 1317 as now or hereinafter amended) or Hazardous Material in or on the Facilities except in a lawful manner and so as not to cause Agency any cost, loss, obligation or liability or expose Agency to any claim or suit with respect to same. "Hazardous Materials" shall mean petroleum, or any fraction thereof, asbestos, polychlorinated biphenyls, or any other substance identified either as a "hazardous substance", "hazardous waste", "pollutant", "contaminant" or other similar term in any applicable federal, state or local law or regulation, as such law or regulations may be now or hereafter amended.

Section 19.3 Independent Capacity of Company. The Parties agree that Company, and any agents and employees of Company, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of Agency.

Section 19.4 No Waiver. The failure of Company or Agency to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of Company or Agency.

Section 19.5 Severability. In the event that any clause or provision of this Contract or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Contract

unless the result would be manifestly inequitable or unconscionable.

Section 19.6 Complete Contract. This Contract, including all Schedules, Exhibits and Appendices attached hereto, when executed, shall constitute the entire Contract between both Parties and this Contract may not be amended, modified, or terminated except by a written Contract signed by the Parties.

Section 19.7 Further Documents. The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

Section 19.8 Applicable Law. This Contract and the construction and enforceability thereof shall be interpreted under the laws of the State of Florida.

Section 19.9 Notice. Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, or delivered to a nationally recognized express mail service, postage prepaid to the address shown below or to such other persons or addresses as are specified by similar notice. Agency's Contract Manager for this project will serve as liaison for the ongoing administration of this Contract and the resolution of any problems related thereto.

TO COMPANY: David Russell, Jr. P.E.
Development Manager
FPL Services
6001 Village Blvd
West Palm Beach, FL 33407
Telephone: 561-681-3079
Facsimile: 561-681-3057
David.Russell.Jr@fpl.com

TO AGENCY: Steve Grizzard, Chief
Bureau of Facility Services
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone: 850-922-3945
Facsimile: 850-922-0027
[Email:grizzard.stephen@mail.dc.state.fl.us](mailto:grizzard.stephen@mail.dc.state.fl.us)

Section 19.10 Statutory Notices and Requirements. Agency shall consider the employment by any Company of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Contract. An entity

or affiliate who has been placed on the public entity crimes list or the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Company, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity pursuant to limitations under Chapter 287 Florida Statutes.

Wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which Agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of this Contract.

Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Company to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Company any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, Agency shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

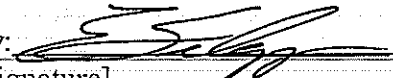
Section 19.11 Public Records. Agency shall have the right of unilateral cancellation for refusal by Company to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by Company in conjunction with this Contract.

Section 19.12 Force Majeure. Neither Party will be liable for any default or delay in the performance of its obligations under this Contract to the extent such default or delay is caused by fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in the United States; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party ("Force Majeure Events"); provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. Performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay, provided that in the event Company is delayed in its performance by reason of such cause, no such extension shall be made unless notice thereof is presented by Company to Agency in writing within ten (10) business days after the start of the occurrence of such delay, no payment shall be made by Agency for any fees or expenses incurred by Company by reason of such delay, and Company shall use best efforts to perform its obligations during such period of delay, and notify Agency of its abatement or cessation.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Contract by their duly authorized officers on the date last executed below

COMPANY:
FPL Services, LLC

AGENCY:
Florida Department of Corrections

By: 
[Signature]

By: 
[Signature]

Title: President
(Corporate Seal)

Title: Deputy Secretary

Date: April 14, 2010

Date: 4/20/10

Schedule A
Conservation Measures to Be Installed by Company and Description of Facilities

Facility Name:		Avon Park		
Address:		County Road 64 East Avon Park, Florida 33826		
Ref. in App. B	C M	Group	Description of Conservation Measure (i.e.: Energy Efficient Lighting)	Useful Life of the Equipment
Sec. 2,3,4 App. H, I	1	Lighting	A1:Lighting Retrofit: 8439 (28 watt) T8 and compact fluorescent lamps and 3765 electronic fixtures	20 years
Sec. 2,3,4 App. J, K	2	Water	A2:Water Conservation: 602 low flow faucets, 291 low flow and controlled flush water closets, 127 low flow urinals, and 169 low flow showerheads..	Sanitary Ware 25 years Flush Valves 20 years Controls 15 years
Sec. 2,3,4 App. L, M	3	HVAC	A3:HVAC/Mechanical: Installation of electrical interlock between ventilation exhaust system and heating system in six (6) dormitories.	15 years
Sec. 2,3,4 App. L, M	4	HVAC	A4: Elimination of one steam boiler and steam system in laundry and kitchen respectively and installation of 4 gas fired hot water heaters. Replacement of steam kettles and dishwashers.	Dishwashers 15 years Kettles 15 years Laundry Equip 15 years

Facility Name:		Central Florida Reception Center		
Address:		7000 H C Kelley Rd Orlando, Florida 32831-2518		
Ref. in App. B	C M	Group	Description of Conservation Measure (i.e.: Energy Efficient Lighting)	Useful Life of the Equipment
Sec. 2,3,4 App. H, I	1	Lighting	A5:Lighting Retrofit: 8080 (28 watt) T8 and compact fluorescent lamps and 3479 electronic fixtures	20 years
Sec. 2,3,4 App. J, K	2	Water	A6:Water Conservation: 222 low flow faucets, 1137 low flow and controlled flush water closets, 19 low flow urinals, and 254 low flow showerheads..	Sanitary Ware 25 years Flush Valves 20 years Controls 15 years
Sec. 2,3,4 App. L, M, N, O	3,	HVAC	A7:HVAC/Mechanical: Installation of electrical interlock between ventilation exhaust system and heating system in fifteen (15) dormitories. Installation of circulation pumps and approximately 1400 feet of HDPE recirculation piping underground for existing solar hot water heating system.	15 years
Sec. 2,3,4 App. L, M	4	HVAC	A8:Elimination of two steam laundry/kitchen boilers and steam systems and installation of 2 gas fired hot water heaters. Replacement of steam kettles and dishwashers.	Dishwashers 15 years Kettles 15 years Laundry Equip 15 years

Facility Name:		Columbia Correctional Institution		
Address:		216 SE Corrections Way Lake City, Florida 32025		
Ref. in App. B	C M	Group	Description of Conservation Measure (i.e.: Energy Efficient Lighting)	Useful Life of the Equipment
N/A			A9: Deleted from Scope of Work	N/A
N/A			A10:Deleted from Scope of Work	N/A
Sec. 2,3,4 App. L, M	3	HVAC	A11: HVAC/Mechanical: Installation of electrical interlock between ventilation exhaust system and heating system in thirty (30) dormitories.	15 years

Sec. 2,3,4 App. L, M	4	HVAC	A12: Elimination of one laundry steam boilers and steam systems and installation of 2 gas fired hot water heaters.. Replacement of steam kettles and dishwashers.	Dishwashers 15 years Kettles 15 years Laundry Equip 15 years
Sec. 2,3,4 App. L, M	5	Misc	A13: Installation of five (5) VFDs and controls on the wastewater aeration blowers	VFDs 17.5 years Controls 15 years

Facility Name:		C-Tech Training Facility		
Address:		2301 Meeting Place Orlando, Florida 32814		
Ref. in App. B	C M	Group	Description of Conservation Measure (i.e.: Energy Efficient Lighting)	Useful Life of the Equipment
Sec. 2,3,4 App. H, I	1	Lighting	A14: Lighting Retrofit: 1114 (28 watt) T8 and compact fluorescent lamps and 311 electronic fixtures.	20 years
Sec. 2,3,4 App. J, K	2	Water	A15: Water Conservation: 17 low flow faucet fixture replacement..	Sanitary Ware 25 years
Sec. 2,3,4 App. L, M	3	HVAC	A16: HVAC Mechanical: 80 ton chiller and 5 horsepower pump replacement	20 years

Facility Name:		Kissimmee Work Release Center		
Address:		2925 Michigan Ave Kissimmee, Florida 34744-1200		
Ref. in App. B	C M	Group	Description of Conservation Measure (i.e.: Energy Efficient Lighting)	Useful Life of the Equipment
Sec. 2,3,4 App. H, I	1	Lighting	A17: Lighting Retrofit 510 (28 watt) T8 and compact fluorescent lamps and 241 electronic fixtures	20 years
Sec. 2,3,4 App. J, K	2	Water	A18: Water Conservation: 30 low flow faucets, 18 low flow water closets, 7 low flow urinals, and 16 low flow showerheads..	Sanitary Ware 25 years Flush Valves 20 years Controls 15 years

Facility Name:		Marion Correctional Institution		
Address:		3269 NW 105 th Street Lowell, Florida 32663		
Ref. in App. B	C M	Group	Description of Conservation Measure (i.e.: Energy Efficient Lighting)	Useful Life of the Equipment
Sec. 2,3,4 App. H, I	1	Lighting	A19: Lighting Retrofit: 8494 (28 watt) T8 and compact fluorescent lamps and 3275 electronic fixtures	20 years
Sec. 2,3,4 App. J, K	2	Water	A20: Water Conservation: 506 low flow faucets, 302 low flow water closets, 58 low flow urinals, and 173 low flow showerheads..	Sanitary Ware 25 years Flush Valves 20 years Controls 15 years
Sec. 2,3,4 App. L, M	3	HVAC	A21: HVAC/Mechanical: Installation of electrical interlock between ventilation exhaust system and heating system in five (5) dormitories.	15 years
Sec. 2,3,4 App. L, M	4	HVAC	A22: Replacement of two dishwashers.	Dishwashers 15 years
Sec. 2,3,4 App. L, M	5	Misc	A23: Installation of three (3) VFDs and controls on the wastewater aeration blowers	VFDs 17.5 years Controls 15 years

Facility Name:		Orlando Work Release Center		
Address:		7300 Laurel Hill Rd Orlando, Florida 32818-5278		

Ref. in App. B	C M	Group	Description of Conservation Measure (i.e.: Energy Efficient Lighting)	Useful Life of the Equipment
Sec. 2,3,4 App. H, I	1	Lighting	A24: Lighting Retrofit: 909 (28 watt) T8 and compact fluorescent lamps and 407 electronic fixtures	20 years
Sec. 2,3,4 App. J, K	2	Water	A25: Water Conservation: 19 low flow faucets, 19 low flow water closets, and 14 low flow showerheads.	Sanitary Ware 25 years Flush Valves 20 years

Facility Name:	Sumter Correctional Institution
Address:	9544 County Road 476B Bushnell, Florida 33513

Ref. in App. B	C M	Group	Description of Conservation Measure (i.e.: Energy Efficient Lighting)	Useful Life of the Equipment
Sec. 2,3,4 App. H, I	1	Lighting	A26: Lighting Retrofit: 10, 201 (28 watt) T8 and compact fluorescent lamps and 4260 electronic fixtures	20 years
Sec. 2,3,4 App. J, K	2	Water	A27: Water Conservation: 225 low flow faucets, 561 low flow water closets, 42 low flow urinals, and 258 low flow showerheads..	Sanitary Ware 25 years Flush Valves 20 years Controls 15 years
Sec. 2,3,4 App. L, M	3	HVAC	A28: HVAC/Mechanical: Installation of electrical interlock between ventilation exhaust system and heating system in nineteen (19) dormitories.	15 years
Sec. 2,3,4 App. L, M	4	HVAC	A29: Replacement of 2 dishwashers.	Dishwashers 15 years
Sec. 2,3,4 App. L, M	5	Misc	A30: Installation of two VFDs on the return activated sludge pumps (RAS).	VFDs 17.5 years Controls 15 years

Facility Name:	Taylor Correctional Institution
Address:	8501 Hampton Springs Road Perry, Florida 32348

Ref. in App. B	C M	Group	Description of Conservation Measure (i.e.: Energy Efficient Lighting)	Useful Life of the Equipment
Sec. 2,3,4 App. J, K	2	Water	A31: Water Conservation: 342 low flow faucets, 1000 low flow water closets, 62 low flow urinals, and 187 low flow showerheads.	Sanitary Ware 25 years Flush Valves 20 years Controls 15 years
Sec. 2,3,4 App. L, M	3	HVAC	A32: HVAC/Mechanical: Installation of electrical interlock between ventilation exhaust system and heating system in sixteen (16) dormitories.	15 years
Sec. 2,3,4 App. L, M	4	HVAC	A33: Elimination of laundry boiler and steam systems and installation of two gas fired hot water heaters. Replacement of dishwashers.	Dishwashers 15 years Laundry Equip 15 years
Sec. 2,3,4 App. L, M	5	Misc	A34: Installation of four (4) VFDs and controls on the wastewater aeration blowers	VFDs 17.5 years Controls 15 years

Facility Name:	Cross City Correctional Institution
Address:	568 NE 255 th Street Cross City, Florida 32628

Ref. in App. B	C M	Group	Description of Conservation Measure (i.e.: Energy Efficient Lighting)	Useful Life of the Equipment
Sec. 2,3,4 App. J, K	2	Water	A35: Water Conservation: 234 low flow faucets, 580 low flow water closets, 15 low flow urinals, and 106 low flow	Sanitary Ware 25 years Flush Valves 20 years

			showerheads.	Controls 15 years
Sec. 2,3,4 App. L, M	3	HVAC	A36: HVAC/Mechanical: Installation of electrical interlock between ventilation exhaust system and heating system in four (4) dormitories.	15 years
Sec. 2,3,4 App. L, M	4	HVAC	A37: Elimination of one laundry and two kitchen boilers and steam systems and installation of 10 gas fired hot water heaters. Replacement of steam kettles and dishwashers.	Dishwashers 15 years Kettles 15 years Laundry Equip 15 years

Facility Name:		Sago Palm Academy		
Address:		500 Bay Bottom Rd Pahokee, Florida 33476		
Ref. in App. B	CM	Group	Description of Conservation Measure (i.e.: Energy Efficient Lighting)	Useful Life of the Equipment
Sec. 2,3,4 App. N, O	6	Misc	A38: Load Control/ Electric Rate Change	N/A

Facility Name:		Dade Correctional Institute		
Address:		19000 SW 377 th Street Florida City, Florida 33304-6409		
Ref. in App. B	C M	Group	Description of Conservation Measure (i.e.: Energy Efficient Lighting)	Useful Life of the Equipment
Sec. 2,3,4 App. N, O	6	Misc	A39: Load Control/Electric Rate Change	N/A

Facility Name:		Putnam Correctional Institution		
Address:		126 Yelvington Road East Palatka, Florida 32131		
Ref. in App. B	CM	Group	Description of Conservation Measure (i.e.: Energy Efficient Lighting)	Useful Life of the Equipment
Sec. 2,3,4 App. N, O	6	Misc	A40: Load Control/Electric Rate Change	N/A

Note - All facilities in this list are owned and operated by the Agency

Schedule B
Pre-existing Equipment Inventory

For a description of the existing equipment, refer to the Department of Corrections Audit Report Phase 3, March 3, 2009, revised May 18, 2009 by FPL Services, LLC.

Schedule C
Savings Guarantee

Company has formulated and hereby guarantees the following annual levels of savings to be achieved as a result of the installation and acceptance of the Conservation Measures in the amounts guaranteed and for the Guarantee Periods stated below. Pursuant to § 489.145 (3)(c) Florida Statutes, there will be no stipulation as to savings amounts achieved other than operating, maintenance, and cost avoidance as allowed, if applicable. Savings must equal the entire cost of the project, not just the amount financed. This Savings Guarantee is supported by [check one] (a) a letter of credit; (b) unconditional corporate guaranty in the form attached as Schedule R; (c) a surety bond; or (d) insurance policy, a copy of which is attached hereto and incorporated herein.

The Savings Guarantee is set forth in annual increments for the term of the Contract, pursuant to Section 5 as follows:

Year	Total Annual Savings
1	\$1,507,776.13
2	\$1,552,619.50
3	\$1,598,808.16
4	\$1,646,382.49
5	\$1,695,384.04
6	\$1,745,855.64
7	\$1,797,841.39
8	\$1,851,386.71
9	\$1,906,538.40
10	\$1,963,344.63
11	\$2,021,855.05
12	\$2,082,120.78
13	\$2,144,194.48
14	\$2,208,130.40
15	\$2,273,984.39
Total	\$27,996,222.19

(Note: Must be structured to be sufficient to cover any and all annual payments. Actual savings achieved will be calculated pursuant to Section 6 – Measurement & Verification, and Appendices H, J, L, N – Analyses for each CM, of the Department of Corrections Audit Report Phase 3, March 3, 2009, revised May 18, 2009 by FPL Services, LLC)

For value received, the undersigned guarantees the payment of any amounts due Agency, its agents or assigns, for any failure to achieve these levels.

Company:


By: Eric Silagy

Title: President, FPL Services, LLC

Date: April 21, 2010

Schedule D
Compensation to Company and Deliverables

Agency's payment schedule is set forth in Schedule L and construction disbursements to the Company are to be made in accordance with the attached draw schedule upon acceptance by Agency of each applicable Equipment Group (Schedule A#). Company deliverables consist of:

1. Equipment group has been installed and is operational per the Audit report scope of work, see Appendix B.
2. Design documents, where required, for the installed energy conservation measure have been delivered.
3. Equipment has been installed in accordance with federal, state, county and local codes as well as the American Correctional Associations Standards for Adult Correctional Institutions.
4. On-site training for equipment operation and warranty processes has been provided as required.
5. All as-built drawings have been provided.
6. All closeout documents have been provided.
7. All removed fluorescent lamps and ballasts have been properly recycled and removed from the site.
8. Facilities have been restored to original condition (including but not limited to sod replaced, storage facilities removed, and site cleaned).
9. An initial inventory of replacement lamps and ballasts has been delivered to the applicable sites as required by the extended lighting system warrantee. Per the full description of the warrantee provisions included in Appendix B, all material and shipping costs will be at no cost to the agency during the warrantee period.

The scope of work and timeline for the deliverables are more particularly described in Appendix B. Total compensation for each energy conservation measure is included in the following matrix.

Deferred (Financed) Costs

Group	Description of Deliverable	Cost
Lighting	Lighting	\$1,758,199.90
Water	Water Conservation	\$6,159,723.47
HVAC	HVAC	\$6,239,890.81
Miscellaneous	Miscellaneous	\$676,067.15
	Total	\$14,833,881.33
	Rebates	(0)
	Measurement & Verification	(\$890,059.18)
	Total Amount to be Financed	\$13,943,822.15

Total Monitoring and Verification costs are \$890,059.

Service and Maintenance Costs

Ref. in App. C	Year	Measurement and Verification	Total
	1	\$47,855	\$47,855
	2	\$49,291	\$49,291
	3	\$50,770	\$50,770
	4	\$52,293	\$52,293
	5	\$53,862	\$53,862
	6	\$55,478	\$55,478
	7	\$57,142	\$57,142
	8	\$58,856	\$58,856
	9	\$60,622	\$60,622
	10	\$62,441	\$62,441
	11	\$64,314	\$64,314
	12	\$66,243	\$66,243
	13	\$68,230	\$68,230
	14	\$70,277	\$70,277
	15	\$72,385	\$72,385

Hourly fee structure for any services beyond the scope of the Contract (e.g., repairs caused by the agency's negligence).

VP/Director:	\$150/hr	Responsible corporate officer – responsible for final review and approval of all documentation and contract executions
Manager:	\$125/hr	Responsible engineering / construction officer – responsible for review and approvals of contract provisions, finance provisions, staff resource allocations, and savings calculations
Lead Engineer:	\$100/hr	Lead technical specialist – manage technical analysis for all CMs. Responsible for coordination of internal staff and external support team during field analysis, data collection, system modeling, report generation and edits. Also coordinates subcontractor bid packages and cash flow development through supply chain reps and finance coordinators.
Project Manager:	\$95/hr	Lead customer construction contact / administrator – Manage all trades and subcontractors through construction process including time-line processes and CPM tracking. Ensure adherence to preestablished communications and safety programs. Manage construction schedule and coordinate resolution of unforeseen conditions and contingency requests. Track budget throughout construction and contract close-out documentation.
Engineer:	\$80/hr	Supporting technical specialists – Support Lead Engineer and PM through analysis and development of CMs, development of measurement and verification plans, adherence to code, statute, and M&V protocol, and generate report components in support of lead.
Assist PM/Specialist:	\$65/hr	Supporting customer / construction contact / administrator – provide support for field data collection, on-line data mining, report generation, component measuring, and the packaging of deliverables to client.
Admin Support:	\$45/hr	In-house administrative support staff – general administrative support including meetings and communications, coordination of training sessions, document duplication and packaging, accounting and time tracking.

Schedule E
Compensation and Deliverables Required in Other Related Contracts

Estimated Finance Charges

Total Cost of Project (from Schedule D)	\$14,833,881.33
Bond Counsel Fee	\$0.00
M & V	(\$890,059.18)
Total Amounts to be Financed	\$13,943,822.15
Number Payments per Month	1
Total Monthly Payments	180

Schedule F
Savings Calculation Formula

Cost Savings under this Contract shall be determined according to the following formula:

$$\text{Cost Savings} = (\text{Baseline Costs} - \text{Post Installation Costs}) \pm \text{Adjustments}$$

The following definitions and methodologies shall apply:

A. **Baseline Costs.** The estimated costs of fuel, energy or water consumption or wastewater production that would have been incurred if the CMs had not been installed or implemented. Baseline Costs shall be the product of (i) the Baseline amounts set forth in Exhibit H; and (ii) the Utility Rates as defined below.

B. **Post-Installation Costs.** Post-Installation Costs shall be the cost of fuel, energy or water consumption or wastewater production resulting from the installation and implementation of the CMs. Post-Installation Costs shall be the product of (i) the actual amount of fuel, energy or water consumption or wastewater production during the applicable time period, and (ii) the Utility Rates as defined below; together with

- The stipulated operation and maintenance cost savings resulting from the implementation and installation of the CMs. These cost savings have been negotiated and agreed upon by the parties and there is no need to verify the agreed savings. In addition, lighting hours of operation and plumbing fixture uses are hereby stipulated.

Stipulated Cost Savings

Description	Savings
Lighting Materials	\$12,997.60
Lighting HVAC Interactive	\$15,609.67
HVAC - Steam Elimination	\$435,951.06
HVAC - Exhaust Fan Interlocks	\$87,693.54
HVAC - Chiller at C-Tech	\$3,023.20
HVAC - Solar HW	\$8,616.53
Miscellaneous - WTP & WWTP	\$35,041.86
Miscellaneous - Load Control/Rate Change	\$23,444.80
TOTAL	\$622,378.26

- The minimum real return on investment and the cost of capital as described in Schedule S. In accordance with Section 489.145(4)(j), the return on investment and the cost of capital calculations shall not apply to any grants, rebates or capital funding.

C. The Utility Rates shall be the base period utility unit costs set forth below and referenced in the Department of Corrections Audit Report, Phase 3, March 2009 and escalated at 3% per year after the year in which this Contract is entered.

CONTRACT UTILITY RATES

Facility	On-peak Cents/kWh	Off-peak Cents/kWh	Effective Cents/kWh	Effective \$/kWh	Overall Cents/kWh	Nat Gas \$/mmBtu	Propane \$/Gallon	Water & Sewer per 1000gal
Columbia CI	7.30	6.57		6.1400	7.85	12.2444		2.00
Columbia WC	7.30	6.57		6.1400	7.85	12.2444		2.9354
Columbia Annex			8.28	7.6100	11.01	12.2444		
Taylor CI			8.51	6.1535	9.76		1.5648	3.0163
Taylor Annex			8.51	6.1535	9.76		1.5648	2.00
Taylor WC			8.59	7.1700	10.15		1.5648	
Cross-City CI	12.02	6.05	7.70	3.6874	8.64		1.4036	4.2477
Cross-City WC	12.02	6.05	7.70	3.6874	8.64		1.4036	4.2477
Sumter CI			6.37	5.5411	8.24		1.9151	2.43
Sumter WC			6.37	5.5411	8.24		1.9151	2.43
Marion CI	11.49	5.84	7.87	3.7800	8.36	13.0824		2.80
Marion WC			8.7	4.4700	10.83	13.0824		2.80
Avon Park CI			7.59	6.3021	8.71	16.0834		2.63
Avon Park WC			7.59	6.3021	8.71		0.322	2.63
CFRC			6.5	6.0356	7.53	13.0907		4.44
Orlando WRC			7.79	3.9788	8.83		2.1448	4.93
Kissimmee WRC			10.11	9.4662	12.52		2.1887	5.83
C-Tech Training site			6.77	6.7404	8.29		N/A	16.58
	Current Eff. Rate	Proposed Rate						
Dade Correctional Institution	9.37	8.93						
Putnam Correctional Institution	9.23	8.94						
Sago Palm Academy	10.34	9.91						

D. **Adjustments.** § 489.145 (4)c Florida Statutes, requires that any Baseline adjustments must be specified in the contract. The parties agree that Baseline adjustments are authorized only to the extent authorized in section 11 and/or Schedule H (Baseline) of the Contract. Adjustments may be necessary due to changes in operation, occupancy, etc. by the Agency that do not adhere to the operating parameters set forth in Department of Corrections Audit Report Phase 3, dated March 2009.

Equations for Calculating Energy and Demand Savings - Lighting

Energy savings for lighting efficiency projects use the following equation:

$$kWh\ Svgs_t = \sum_u [(kW/Fixture_{baseline} \times Quantity_{baseline} - kW/Fixture_{post} \times Quantity_{post}) \times Hours\ of\ Operation]_{t,u}$$

$$kW\ Svgs_t = \sum_u [(kW/Fixture_{baseline} \times Quantity_{baseline} - kW/Fixture_{post} \times Quantity_{post})] * 12$$

where:

<i>KWh Savings</i> =	kilowatt-hour savings realized during the post-installation time period <i>t</i>
<i>KW/fixture_{baseline}</i> =	lighting baseline demand per fixture for usage group <i>u</i>
<i>KW/fixture_{post}</i> =	lighting demand per fixture during post-installation period for usage group <i>u</i>
<i>Quantity_{baseline}</i> =	quantity of affected fixtures before the lighting retrofit for usage group <i>u</i> , adjusted for inoperative and inoperative lighting fixtures
<i>Quantity_{post}</i> =	quantity of affected fixtures after the lighting retrofit for usage group <i>u</i>
<i>Hours of Operation</i> =	Number of operating hours during the time period <i>t</i> for the usage group <i>u</i> , assuming operating hours are the same before and after measure installation

Equations for Calculating Savings - Water

To determine water savings use the following equation:

$$\text{Gallons Savings}_t = \sum_u [(\text{Gal/Flush}_{\text{baseline}} \times \text{Quantity}_{\text{baseline}} - \text{Gal/Flush}_{\text{post}} \times \text{Quantity}_{\text{post}}) \times \text{Number of Uses}]_{t,u}$$

where:

<i>Gallons Savings</i> =	gallon savings realized during the post-installation time period <i>t</i>
<i>Gal/Flush_{baseline}</i> =	Gallons baseline per flush (or use) for usage group <i>u</i>
<i>Gal/Flush_{post}</i> =	Gallons per flush (or use) during post-installation period for usage group <i>u</i>
<i>Quantity_{baseline}</i> =	quantity of affected fixtures before the water conservation retrofit for usage group <i>u</i> and the number of flushes
<i>Quantity_{post}</i> =	quantity of affected fixtures post water conservation retrofit for usage group <i>u</i> and the number of flushes
<i>Number of Uses</i> =	number of uses during the time period <i>t</i> for the usage group <i>u</i> , assuming number of uses are the same before and after measure installation

Equations for Calculating Energy and Demand Savings – HVAC

Determine energy savings by comparing the energy usage associated with a facility or certain systems within a facility, before installation of the ECM (baseline) and after installation of the ECM (post-installation). Therefore:

$$\text{energy savings} = (\text{baseline energy use}) - (\text{post-installation energy use})$$

Electric Energy Savings Electric energy saved (kWh_{saved}) is computed by taking the difference between the demand requirement measured for both pre- and post-implementation conditions. The formula is shown below.

$$\text{kWh}_{\text{saved}} = (\text{kWh}_{\text{pre}}) - (\text{kWh}_{\text{post}})$$

Electric Dollar Savings Dollar savings are computed by applying the applicable Contract Utility Rates (see definition of this term).

Stipulated Ton Hours (after ECM implementation)	Measured Full Load Chiller kW/ton differential	Stipulated Effective Full Load Factor (EFLF)	Total Savings (\$)
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Where, Dollar savings = (Ton-Hours) x Delta kW/ton chiller x blended \$/kWh x EFLF

Equations for Calculating Energy Savings - Miscellaneous

Energy savings (based on Btuh or kW, depending on measure and rate basis) for miscellaneous efficiency projects use the following equation:

$$Btu\ Svgs_t = \sum_u [(Btuh/Unit_{baseline} \times Quantity_{baseline} - Btuh/Fixture_{post} \times Quantity_{post}) \times Hours\ of\ Operation]_{t,u}$$

where:





<i>Btu Savings</i> =	British Thermal Unit savings realized during the post-installation time period <i>t</i>
<i>Btuh/Unit_{baseline}</i> =	baseline demand per fixture for usage group <i>u</i>
<i>Btuh/Unit_{post}</i> =	peak Btuh demand per unit during post-installation period for usage group <i>u</i>
<i>Quantity_{baseline}</i> =	quantity of affected units before the retrofit for usage group <i>u</i>
<i>Quantity_{post}</i> =	quantity of affected units after the retrofit for usage group <i>u</i>
<i>Hours of Operation</i> =	Number of operating hours during the time period <i>t</i> for the usage group <i>u</i> , assuming operating hours are the same before and after measure installation





Schedule G
Construction and Installation Schedule

A summary of the Construction and Installation Schedule is attached. For a more detailed schedule by CM, refer to the Department of Corrections Audit Report Phase 3, March 3, 2009, revised May 18, 2009 by FPL Services, LLC.

ID	Task Name	Duration	Start	Finish	Percent Complete	Predecessors					
							48	49	50	51	
1	Execute Construction Contract With DOC	1 day	Wed 4/21/10	Wed 4/21/10	0%						
2	Execute Contractor Contracts	20 days	Thu 4/22/10	Wed 5/19/10	0%	1					
3	DOC Kick-Off Meeting	5 days	Thu 5/20/10	Wed 5/26/10	0%	2					
4	Finalize Detailed Construction Schedule	5 days	Thu 5/27/10	Wed 6/2/10	0%	3					
5	Finalize Design Drawings	30 days	Thu 4/22/10	Wed 6/2/10	0%	1					
6	Review , Finalize & Submit All Submittals	14 days	Thu 5/20/10	Tue 6/8/10	0%	2					
7	Construction Schedule	305 days	Thu 6/3/10	Wed 8/3/11	0%						
8	Homestead CI	40 days	Thu 7/29/10	Wed 9/22/10	0%						
9	ECM-6 Load Control	25 days	Thu 7/29/10	Wed 9/1/10	0%	22					
10	ECM-6 Commissioning	5 days	Thu 9/2/10	Wed 9/8/10	0%	9					
11	ECM-6 Substantial Completion Walk Through	5 days	Thu 9/9/10	Wed 9/15/10	0%	10					
12	ECM-6 Final Walk through	5 days	Thu 9/16/10	Wed 9/22/10	0%	11					
13	Putnam CI	40 days	Thu 9/23/10	Wed 11/17/10	0%						
14	ECM-6 Load Control	25 days	Thu 9/23/10	Wed 10/27/10	0%	12					
15	ECM-6 Commissioning	5 days	Thu 10/28/10	Wed 11/3/10	0%	14					
16	ECM-6 Substantial Completion Walk Through	5 days	Thu 11/4/10	Wed 11/10/10	0%	15					
17	ECM-6 Final Walk through	5 days	Thu 11/11/10	Wed 11/17/10	0%	16					
18	Sago Palm CI	40 days	Thu 6/3/10	Wed 7/28/10	0%						
19	ECM-6 Load Control	25 days	Thu 6/3/10	Wed 7/7/10	0%	4					
20	ECM-6 Commissioning	5 days	Thu 7/8/10	Wed 7/14/10	0%	19					
21	ECM-6 Substantial Completion Walk Through	5 days	Thu 7/15/10	Wed 7/21/10	0%	20					
22	ECM-6 Final Walk through	5 days	Thu 7/22/10	Wed 7/28/10	0%	21					
23	Avon Park CI & WC	180 days	Thu 6/3/10	Wed 2/9/11	0%						
24	ECM-1 Lighting	60 days	Thu 6/3/10	Wed 8/25/10	0%	4					
25	ECM-1 Commissioning	5 days	Thu 8/26/10	Wed 9/1/10	0%	24					
26	ECM-1 Substantial Completion Walk Through	5 days	Thu 9/2/10	Wed 9/8/10	0%	25					
27	ECM-1 Final Walk through	5 days	Thu 9/9/10	Wed 9/15/10	0%	26					
28	ECM-2 Water Conservation (low flow only)	30 days	Thu 12/9/10	Wed 1/19/11	0%	94					
29	ECM-2 Commissioning	5 days	Thu 1/20/11	Wed 1/26/11	0%	28					
30	ECM-2 Substantial Completion Walk Through	5 days	Thu 1/27/11	Wed 2/2/11	0%	29					
31	ECM-2 Final Walk through	5 days	Thu 2/3/11	Wed 2/9/11	0%	30					
32	ECM-3 HVAC	25 days	Thu 9/16/10	Wed 10/20/10	0%	55					
33	ECM-3 Commissioning	5 days	Thu 10/21/10	Wed 10/27/10	0%	32					
34	ECM-3 Substantial Completion Walk Through	5 days	Thu 10/28/10	Wed 11/3/10	0%	33					
35	ECM-3 Final Walk through	5 days	Thu 11/4/10	Wed 11/10/10	0%	34					
36	ECM-4 Steam Boiler Conversion	65 days	Thu 9/16/10	Wed 12/15/10	0%	55					
37	ECM-4 Commissioning	5 days	Thu 12/16/10	Wed 12/22/10	0%	36					
38	ECM-4 Substantial Completion Walk Through	5 days	Thu 12/23/10	Wed 12/29/10	0%	37					
39	ECM-4 Final Walk through	5 days	Thu 12/30/10	Wed 1/5/11	0%	38					
40	Central Florida Reception Center	200 days	Thu 6/3/10	Wed 3/9/11	0%						
41	ECM-1 Lighting	60 days	Thu 9/9/10	Wed 12/1/10	0%	26					
42	ECM-1 Commissioning	5 days	Thu 12/2/10	Wed 12/8/10	0%	41					
43	ECM-1 Substantial Completion Walk Through	5 days	Thu 12/9/10	Wed 12/15/10	0%	42					
44	ECM-1 Final Walk through	5 days	Thu 12/16/10	Wed 12/22/10	0%	43					
45	ECM-2 Water Conservation	60 days	Thu 6/3/10	Wed 8/25/10	0%	4					
46	ECM-2 Commissioning	5 days	Thu 8/26/10	Wed 9/1/10	0%	45					
47	ECM-2 Substantial Completion Walk Through	5 days	Thu 9/2/10	Wed 9/8/10	0%	46					
48	ECM-2 Final Walk through	5 days	Thu 9/9/10	Wed 9/15/10	0%	47					
49	ECM-3 HVAC	25 days	Thu 6/3/10	Wed 7/7/10	0%	4					
50	ECM-3 Commissioning	5 days	Thu 7/8/10	Wed 7/14/10	0%	49					
51	ECM-3 Substantial Completion Walk Through	5 days	Thu 7/15/10	Wed 7/21/10	0%	50					
52	ECM-3 Final Walk through	5 days	Thu 7/22/10	Wed 7/28/10	0%	51					
53	ECM-4 Steam Boiler Conversion	65 days	Thu 6/3/10	Wed 9/1/10	0%	4					
54	ECM-4 Commissioning	5 days	Thu 9/2/10	Wed 9/8/10	0%	53					
55	ECM-4 Substantial Completion Walk Through	5 days	Thu 9/9/10	Wed 9/15/10	0%	54					
56	ECM-4 Final Walk through	5 days	Thu 9/16/10	Wed 9/22/10	0%	55					
57	ECM-7 Solar Water Heating	65 days	Thu 11/18/10	Wed 2/16/11	0%	17					
58	ECM-7 Commissioning	5 days	Thu 2/17/11	Wed 2/23/11	0%	57					
59	ECM-7 Substantial Completion Walk Through	5 days	Thu 2/24/11	Wed 3/2/11	0%	58					
60	ECM-7 Final Walk through	5 days	Thu 3/3/11	Wed 3/9/11	0%	59					
61	Columbia CI	80 days	Thu 1/6/11	Wed 4/27/11	0%						





Project: &[DOC PHASE 3]
 Date: Mon 4/12/10





Task  Milestone  Rolled Up Task  Rolled Up Progress 

Progress  Summary  Rolled Up Milestone  Split 

ID	Task Name	Duration	Start	Finish	Percent Complete	Predecessors				
							48	49	50	51
62	ECM-3 HVAC	25 days	Thu 1/6/11	Wed 2/9/11	0%	171				
63	ECM-3 Commissioning	5 days	Thu 2/10/11	Wed 2/16/11	0%	62				
64	ECM-3 Substantial Completion Walk Through	5 days	Thu 2/17/11	Wed 2/23/11	0%	63				
65	ECM-3 Final Walk through	5 days	Thu 2/24/11	Wed 3/2/11	0%	64				
66	ECM-4 Steam Boiler Conversion	65 days	Thu 1/6/11	Wed 4/6/11	0%	171				
67	ECM-4 Commissioning	5 days	Thu 4/7/11	Wed 4/13/11	0%	66				
68	ECM-4 Substantial Completion Walk Through	5 days	Thu 4/14/11	Wed 4/20/11	0%	67				
69	ECM-4 Final Walk through	5 days	Thu 4/21/11	Wed 4/27/11	0%	68				
70	ECM-5 Water Treatment Plant	25 days	Thu 1/6/11	Wed 2/9/11	0%	171				
71	ECM-5 Commissioning	5 days	Thu 2/10/11	Wed 2/16/11	0%	70				
72	ECM-5 Substantial Completion Walk Through	5 days	Thu 2/17/11	Wed 2/23/11	0%	71				
73	ECM-5 Final Walk through	5 days	Thu 2/24/11	Wed 3/2/11	0%	72				
74	Cross City CI	145 days	Thu 6/3/10	Wed 12/22/10	0%					
75	ECM-2 Water Conservation	60 days	Thu 9/9/10	Wed 12/1/10	0%	163				
76	ECM-2 Commissioning	5 days	Thu 12/2/10	Wed 12/8/10	0%	75				
77	ECM-2 Substantial Completion Walk Through	5 days	Thu 12/9/10	Wed 12/15/10	0%	76				
78	ECM-2 Final Walk through	5 days	Thu 12/16/10	Wed 12/22/10	0%	77				
79	ECM-3 HVAC	25 days	Thu 6/3/10	Wed 7/7/10	0%	4				
80	ECM-3 Commissioning	5 days	Thu 7/8/10	Wed 7/14/10	0%	79				
81	ECM-3 Substantial Completion Walk Through	5 days	Thu 7/15/10	Wed 7/21/10	0%	80				
82	ECM-3 Final Walk through	5 days	Thu 7/22/10	Wed 7/28/10	0%	81				
83	ECM-4 Steam Boiler Conversion	65 days	Thu 6/3/10	Wed 9/1/10	0%	4				
84	ECM-4 Commissioning	5 days	Thu 9/2/10	Wed 9/8/10	0%	83				
85	ECM-4 Substantial Completion Walk Through	5 days	Thu 9/9/10	Wed 9/15/10	0%	84				
86	ECM-4 Final Walk through	5 days	Thu 9/16/10	Wed 9/22/10	0%	85				
87	C - Tech Training Site	220 days	Thu 6/3/10	Wed 4/6/11	0%					
88	ECM-1 Lighting	15 days	Thu 2/24/11	Wed 3/16/11	0%	103				
89	ECM-1 Commissioning	5 days	Thu 3/17/11	Wed 3/23/11	0%	88				
90	ECM-1 Substantial Completion Walk Through	5 days	Thu 3/24/11	Wed 3/30/11	0%	89				
91	ECM-1 Final Walk through	5 days	Thu 3/31/11	Wed 4/6/11	0%	90				
92	ECM-2 Water Conservation (aerators only)	5 days	Thu 11/18/10	Wed 11/24/10	0%	107				
93	ECM-2 Commissioning	5 days	Thu 11/25/10	Wed 12/1/10	0%	92				
94	ECM-2 Substantial Completion Walk Through	5 days	Thu 12/2/10	Wed 12/8/10	0%	93				
95	ECM-2 Final Walk through	5 days	Thu 12/9/10	Wed 12/15/10	0%	94				
96	ECM-3 HVAC	45 days	Thu 6/3/10	Wed 8/4/10	0%	4				
97	ECM-3 Commissioning	5 days	Thu 8/5/10	Wed 8/11/10	0%	96				
98	ECM-3 Substantial Completion Walk Through	5 days	Thu 8/12/10	Wed 8/18/10	0%	97				
99	ECM-3 Final Walk through	5 days	Thu 8/19/10	Wed 8/25/10	0%	98				
100	Kissimmee WRC	100 days	Thu 10/14/10	Wed 3/2/11	0%					
101	ECM-1 Lighting	15 days	Thu 1/20/11	Wed 2/9/11	0%	133				
102	ECM-1 Commissioning	5 days	Thu 2/10/11	Wed 2/16/11	0%	101				
103	ECM-1 Substantial Completion Walk Through	5 days	Thu 2/17/11	Wed 2/23/11	0%	102				
104	ECM-1 Final Walk through	5 days	Thu 2/24/11	Wed 3/2/11	0%	103				
105	ECM-2 Water Conservation	15 days	Thu 10/14/10	Wed 11/3/10	0%	137				
106	ECM-2 Commissioning	5 days	Thu 11/4/10	Wed 11/10/10	0%	105				
107	ECM-2 Substantial Completion Walk Through	5 days	Thu 11/11/10	Wed 11/17/10	0%	106				
108	ECM-2 Final Walk through	5 days	Thu 11/18/10	Wed 11/24/10	0%	107				
109	Marion CI & WC	235 days	Thu 9/9/10	Wed 8/3/11	0%					
110	ECM-1 Lighting	60 days	Thu 9/9/10	Wed 12/1/10	0%	142				
111	ECM-1 Commissioning	5 days	Thu 12/2/10	Wed 12/8/10	0%	110				
112	ECM-1 Substantial Completion Walk Through	5 days	Thu 12/9/10	Wed 12/15/10	0%	111				
113	ECM-1 Final Walk through	5 days	Thu 12/16/10	Wed 12/22/10	0%	112				
114	ECM-2 Water Conservation	60 days	Thu 12/16/10	Wed 3/9/11	0%	77				
115	ECM-2 Commissioning	5 days	Thu 3/10/11	Wed 3/16/11	0%	114				
116	ECM-2 Substantial Completion Walk Through	5 days	Thu 3/17/11	Wed 3/23/11	0%	115				
117	ECM-2 Final Walk through	5 days	Thu 3/24/11	Wed 3/30/11	0%	116				
118	ECM-3 HVAC	25 days	Thu 4/14/11	Wed 5/18/11	0%	154				
119	ECM-3 Commissioning	5 days	Thu 5/19/11	Wed 5/25/11	0%	118				
120	ECM-3 Substantial Completion Walk Through	5 days	Thu 5/26/11	Wed 6/1/11	0%	119				
121	ECM-3 Final Walk through	5 days	Thu 6/2/11	Wed 6/8/11	0%	120				
122	ECM-4 Steam Boiler Conversion	65 days	Thu 4/14/11	Wed 7/13/11	0%	154				

Project: &[DOC PHASE 3]
Date: Mon 4/12/10

Task  Milestone  Rolled Up Task  Rolled Up Progress 

Progress  Summary  Rolled Up Milestone  Split 

ID	Task Name	Duration	Start	Finish	Percent Complete	Predecessors	48	49	50	51
123	ECM-4 Commissioning	5 days	Thu 7/14/11	Wed 7/20/11	0%	122				
124	ECM-4 Substantial Completion Walk Through	5 days	Thu 7/21/11	Wed 7/27/11	0%	123				
125	ECM-4 Final Walk through	5 days	Thu 7/28/11	Wed 8/3/11	0%	124				
126	ECM-5 Water Treatment Plant	25 days	Thu 6/2/11	Wed 7/6/11	0%	120				
127	ECM-5 Commissioning	5 days	Thu 7/7/11	Wed 7/13/11	0%	126				
128	ECM-5 Substantial Completion Walk Through	5 days	Thu 7/14/11	Wed 7/20/11	0%	127				
129	ECM-5 Final Walk through	5 days	Thu 7/21/11	Wed 7/27/11	0%	128				
130	Orlando WRC	100 days	Thu 9/9/10	Wed 1/26/11	0%					
131	ECM-1 Lighting	15 days	Thu 12/16/10	Wed 1/5/11	0%	43				
132	ECM-1 Commissioning	5 days	Thu 1/5/11	Wed 1/12/11	0%	131				
133	ECM-1 Substantial Completion Walk Through	5 days	Thu 1/13/11	Wed 1/19/11	0%	132				
134	ECM-1 Final Walk through	5 days	Thu 1/20/11	Wed 1/26/11	0%	133				
135	ECM-2 Water Conservation	15 days	Thu 9/9/10	Wed 9/29/10	0%	47				
136	ECM-2 Commissioning	5 days	Thu 9/30/10	Wed 10/6/10	0%	135				
137	ECM-2 Substantial Completion Walk Through	5 days	Thu 10/7/10	Wed 10/13/10	0%	136				
138	ECM-2 Final Walk through	5 days	Thu 10/14/10	Wed 10/20/10	0%	137				
139	Sumter CI & WC	230 days	Thu 6/3/10	Wed 4/20/11	0%					
140	ECM-1 Lighting	60 days	Thu 6/3/10	Wed 8/25/10	0%	4				
141	ECM-1 Commissioning	5 days	Thu 8/25/10	Wed 9/1/10	0%	140				
142	ECM-1 Substantial Completion Walk Through	5 days	Thu 9/2/10	Wed 9/8/10	0%	141				
143	ECM-1 Final Walk through	5 days	Thu 9/9/10	Wed 9/15/10	0%	142				
144	ECM-2 Water Conservation	60 days	Thu 12/9/10	Wed 3/2/11	0%	94				
145	ECM-2 Commissioning	5 days	Thu 3/3/11	Wed 3/9/11	0%	144				
146	ECM-2 Substantial Completion Walk Through	5 days	Thu 3/10/11	Wed 3/16/11	0%	145				
147	ECM-2 Final Walk through	5 days	Thu 3/17/11	Wed 3/23/11	0%	146				
148	ECM-3 HVAC	25 days	Thu 12/30/10	Wed 2/2/11	0%	38				
149	ECM-3 Commissioning	5 days	Thu 2/3/11	Wed 2/9/11	0%	148				
150	ECM-3 Substantial Completion Walk Through	5 days	Thu 2/10/11	Wed 2/16/11	0%	149				
151	ECM-3 Final Walk through	5 days	Thu 2/17/11	Wed 2/23/11	0%	150				
152	ECM-4 Steam Boiler Conversion	65 days	Thu 12/30/10	Wed 3/30/11	0%	38				
153	ECM-4 Commissioning	5 days	Thu 3/31/11	Wed 4/6/11	0%	152				
154	ECM-4 Substantial Completion Walk Through	5 days	Thu 4/7/11	Wed 4/13/11	0%	153				
155	ECM-4 Final Walk through	5 days	Thu 4/14/11	Wed 4/20/11	0%	154				
156	ECM-5 Water Treatment Plant	25 days	Thu 2/17/11	Wed 3/23/11	0%	150				
157	ECM-5 Commissioning	5 days	Thu 3/24/11	Wed 3/30/11	0%	156				
158	ECM-5 Substantial Completion Walk Through	5 days	Thu 3/31/11	Wed 4/6/11	0%	157				
159	ECM-5 Final Walk through	5 days	Thu 4/7/11	Wed 4/13/11	0%	158				
160	Taylor CI, WC and Annex	160 days	Thu 6/3/10	Wed 1/12/11	0%					
161	ECM-2 Water Conservation	60 days	Thu 6/3/10	Wed 8/25/10	0%	4				
162	ECM-2 Commissioning	5 days	Thu 8/26/10	Wed 9/1/10	0%	161				
163	ECM-2 Substantial Completion Walk Through	5 days	Thu 9/2/10	Wed 9/8/10	0%	162				
164	ECM-2 Final Walk through	5 days	Thu 9/9/10	Wed 9/15/10	0%	163				
165	ECM-3 HVAC	25 days	Thu 9/23/10	Wed 10/27/10	0%	86				
166	ECM-3 Commissioning	5 days	Thu 10/28/10	Wed 11/3/10	0%	165				
167	ECM-3 Substantial Completion Walk Through	5 days	Thu 11/4/10	Wed 11/10/10	0%	166				
168	ECM-3 Final Walk through	5 days	Thu 11/11/10	Wed 11/17/10	0%	167				
169	ECM-4 Steam Boiler Conversion	65 days	Thu 9/23/10	Wed 12/22/10	0%	86				
170	ECM-4 Commissioning	5 days	Thu 12/23/10	Wed 12/29/10	0%	169				
171	ECM-4 Substantial Completion Walk Through	5 days	Thu 12/30/10	Wed 1/5/11	0%	170				
172	ECM-4 Final Walk through	5 days	Thu 1/6/11	Wed 1/12/11	0%	171				
173	ECM-5 Water Treatment Plant	25 days	Thu 9/23/10	Wed 10/27/10	0%	86				
174	ECM-5 Commissioning	5 days	Thu 10/28/10	Wed 11/3/10	0%	173				
175	ECM-5 Substantial Completion Walk Through	5 days	Thu 11/4/10	Wed 11/10/10	0%	174				
176	ECM-5 Final Walk through	5 days	Thu 11/11/10	Wed 11/17/10	0%	175				
177	Project Closeout & Final Acceptance	30 days	Thu 8/4/11	Wed 9/14/11	0%					
178	Obtain All Final Release Of Liens	20 days	Thu 8/4/11	Wed 8/31/11	0%	125				
179	Complete Close Out Documents	30 days	Thu 8/4/11	Wed 9/14/11	0%	125				

Project: &[DOC PHASE 3] Task  Milestone  Rolled Up Task  Rolled Up Progress 
 Date: Mon 4/12/10 Progress  Summary  Rolled Up Milestone  Split 

Schedule H Baseline

Baseline calculations, results, and descriptions are provided in the Modeling Methods section (Section 3) of the IGEA. All baseline calculations are established using computer models and input from field audits of all facilities included in the scope. Data used to develop the models for each CM are collected and inputted into the model software to generate baseline consumption.

Lighting

For lighting this includes room by room walk downs, representative foot candle readings and review of existing building plans. From page 91 (Modeling Methods), "The walk-downs consisted of gathering the data on the fixture types, quantity, facility occupancy, existing light levels, run hours and retrofit types. The fixture types and quantities were then input into modeling software, along with unique room identifiers. In addition, the wattages were input based on a comparison of the manufacturer data and the sample measurements"

The sample measurements are taken at representative fixtures to confirm the actual power use. From page 91: "The second step was to input the data into the models to calculate the existing baseline kW and kWh". The formulas used for the baseline values are:

$$kW_{baseline} = \sum [(kW/Fixture_{baseline} \times Quantity_{baseline})]$$

$$kWh_{baseline} = \sum [(kW/Fixture_{baseline} \times Quantity_{baseline}) \times Hours\ of\ Operation]$$

The full lighting analysis is included in Appendix H of the IGEA.

Water

Similarly, for the water conservation CM per the IGEA (page 94, Section 3). The water conservation analysis (modeling method) was accomplished in multiple steps. The first step was to collect the existing water consumption. Facilities management and maintenance provided site consumption measurements for several months beginning in mid 2007. For modeling calculations, the most recent time periods, usually 12 months, were used in order to get an annual average of water usage.

The second step was to conduct an interview with facilities management, maintenance and security to assess the occupant load and equipment type/usage patterns.

The third step was to note name plate fixture consumption and conduct field measurements to verify actual levels. In order to get an appropriate representative sample, the fixtures were surveyed to group them by type.

The final step was to model the total site water consumption in order to create a baseline comparison for the retrofit consumptions proposed. The existing fixture consumptions were estimated and calibrated with the provided consumption.

The formulas used for the baseline values are:

$$\text{Gallons Used} = \sum [(Gal/Flush_{baseline} \times Quantity_{baseline}) \times \text{Number of Uses}]$$

$$\text{Gallons Used} = \sum [(Gal/min_{baseline} \times min/use_{baseline} \times Quantity_{baseline}) \times \text{Number of Uses}]$$

The full water conservation analysis is included in Appendix J of the IGEA.

HVAC

For the HVAC and Mechanical CM baselines, information was gathered on the equipment, controls and operation based on observation of field conditions, existing facility drawings (where available) and interviews with maintenance, supervising and operating personnel. From this information, efficiencies, loading and usage were used to calculate the baseline energy consumption. As an example, on page 97 the methodology for the baseline calculation of the heating analysis for the dormitories is described in Steps 1 through 5. Likewise, the narrative for the steam elimination measure is described on pages 99 to 101, with the baseline energy use (labeled "Existing") calculated on pages 101 through 103.

The formula used for the baseline values is simplified as:

$$\text{Therms}_{baseline} = \sum [(Btuh/Unit_{baseline} \times Efficiency_{baseline} \times Quantity_{baseline}) \times \text{Hours of Operation}] \times \text{therms/Btu}$$

The full HVAC/Mechanical analysis is included in Appendix L of the IGEA.

For the HVAC cooling CM, the Carrier Hourly Analysis (HAP) computer simulation program was used. The building features, existing equipment efficiencies and operating set points are input and the program uses local weather data and industry recognized ASHRAE heat transfer method to generate a dynamic energy model, as described in the ASHRAE Fundamentals Handbook to provide a baseline energy use.

Miscellaneous

For facilities with a water/wastewater CM (Sumter, Marion, Taylor and Columbia) the power used by the wastewater (or water) plant was monitored for approximately 7 days, as well as the plant influent flow. This established the overall operating efficiency of the plant and, along with annual operating and maintenance costs provided allowed calculation of an effective water cost. To calculate the baseline case for aeration blower fans (the wastewater CM), the operators provided either written records or a schedule for running hours.

The formula used for the baseline values is simplified as:

$$kWh_{baseline} = \sum [(kW_{fan}/Unit_{baseline} \times Efficiency_{baseline}) \times \text{Hours of Operation}]$$

The full water/wastewater analysis is included in Appendix N of the IGEA.

Schedule I
Standards of Comfort

The Equipment will be maintained and operated in a manner that will provide the Standards of Comfort for heating, cooling, hot water, and lighting in accordance with Standards for Adult Correctional Institutions, Fourth Edition, January, 2003, except as stated in the Department of Corrections Audit Report, Phase 3, March 3, 2009, revised May 18, 2009.

Schedule J
Agency's Maintenance Responsibilities

Agency maintenance responsibilities are in accordance with individual energy conservation measure operating schedules and manufacturer's maintenance guidelines, which are referenced in the Department of Corrections Audit Report, Phase 3, March 3, 2009, revised May 18, 2009 by FPL Services, LLC (Appendix B of this contract) Operating schedules, guidelines, O&M manuals and training will be provided by FPL Services, LLC prior to Final Acceptance. Routine maintenance such as relamping of the lighting fixtures after 4 year warranty period has expired and replacement of plumbing valve diaphragms will continue to be the Agency's responsibility. As part of this contract FPL Services, LLC will not be responsible for any maintenance requirements after Substantial Completion documents have been executed.

Equipment	Maintenance	Maintenance Responsibilities
Chiller	Monthly inspection and Annual Service. Maintenance performed per manufacturer recommendations. O&M manuals will be turned over at completion of ECM	DOC – Maintain Chiller FPLS – No maintenance
Lighting	Replacement of Lamps and ballasts as required. Clean Lens.	DOC – Maintain Lighting FPLS – No maintenance
Low Flow Fixture	Repair flush valves as required. Replacement of diaphragms	DOC – Maintain Low Flow Fixtures FPLS – No maintenance
Water Conservation Controls	Repair and replace controller, repair valves, push buttons, solenoids as required	DOC – Maintain controls FPLS – No maintenance
Kettles	Monthly inspections as per manufacturer recommendations	DOC – Maintain Kettles FPLS – No maintenance
Dishwashers	Monthly inspections as per manufacturer recommendations	DOC – Maintain Dishwater FPLS – No maintenance
Laundry Equipment - Washers and Dryers	Monthly inspections as per manufacturer recommendations	DOC – Laundry Equipment FPLS – No maintenance
Interlock Ventilation Fans	Inspection and repair as required.	DOC – Interlock Controls FPLS – No maintenance
Variable Speed Drives	Monthly inspections as per manufacturer recommendations	DOC – Variable Speed Drives FPLS – No maintenance
Load Control Equipment	Monthly inspections. FPL load control test. Verify system is operating correctly.	DOC – Load Control Equipment FPLS – No maintenance

Schedule K
Company's Maintenance Responsibilities and Training

The company has no maintenance responsibilities. Training shall be provided by FPL Services, LLC staff or designated manufacturer's representatives at designated Agency locations.

Training shall include descriptions of product equipment, details of operation, maintenance specifications, and warranty procedures for each of the following:

- Lighting systems
- Water conservation and electronic systems
- Mechanical and rate measures.

Training will be conducted at each Correctional Institute in which a central management team can easily coordinate attendance of local staff to eliminate travel expenses. Any transportation expenses, outside of normal daily operations, incurred by a participant traveling to, or from a training class will be covered by the Company. At a minimum, training will be conducted at:

Avon Park
County Road 64 East Avon Park, Florida 33826
Central Florida Reception Center
7000 H C Kelley Rd Orlando, Florida 32831-2518
Columbia Correctional Institution
216 SE Corrections Way Lake City, Florida 32025
Marion Correctional Institution
3269 NW 105 th Street Lowell, Florida 32663
Sumter Correctional Institution
9544 County Road 476B Bushnell, Florida 33513
Taylor Correctional Institution
8501 Hampton Springs Road Perry, Florida 32348
Cross City Correctional Institution
568 NE 255 th Street Cross City, Florida 32628

One hour minimum will be devoted to each of the categories listed above at each of the listed locations. Operations staff from each affected institution, at the direction of regional staff, will be invited to the training. It is estimated that 30 participants from the agency, including representatives from each affected location, will be in attendance.

Schedule L
Financing Agreement

See attached Schedule L.

EXHIBIT A
PAYMENT SCHEDULE

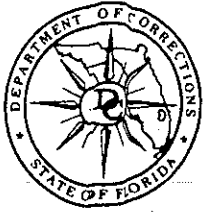
Commencement Date: April 21, 2010
Interest Rate: 5.25%

Date	Payments	Interest Accrued 5.250%	Payment of Current Interest	Payment of Compounded Interest	Payment of Principal	Total Debt Service Paid	Cumulative Compounded Interest	Principal Balance	Prepayment Price
4/21/2010								13,943,822.15	No Call
10/1/2011		1,057,406.51					1,057,406.51	13,943,822.15	No Call
11/1/2011	120,591.54	65,630.38	65,630.38	54,961.16	-	120,591.54	1,002,445.35	13,943,822.15	No Call
12/1/2011	120,591.54	65,389.92	65,389.92	55,201.62	-	120,591.54	947,243.73	13,943,822.15	No Call
1/1/2012	120,591.54	65,148.41	65,148.41	55,443.13	-	120,591.54	891,800.60	13,943,822.15	No Call
2/1/2012	120,591.54	64,905.85	64,905.85	55,685.69	-	120,591.54	836,114.91	13,943,822.15	No Call
3/1/2012	120,591.54	64,662.22	64,662.22	55,929.32	-	120,591.54	780,185.59	13,943,822.15	No Call
4/1/2012	120,591.54	64,417.53	64,417.53	56,174.01	-	120,591.54	724,011.58	13,943,822.15	No Call
5/1/2012	120,591.54	64,171.77	64,171.77	56,419.77	-	120,591.54	667,591.81	13,943,822.15	No Call
6/1/2012	120,591.54	63,924.94	63,924.94	56,666.60	-	120,591.54	610,925.21	13,943,822.15	No Call
7/1/2012	120,591.54	63,677.02	63,677.02	56,914.52	-	120,591.54	554,010.69	13,943,822.15	No Call
8/1/2012	120,591.54	63,428.02	63,428.02	57,163.52	-	120,591.54	496,847.17	13,943,822.15	No Call
9/1/2012	120,591.54	63,177.93	63,177.93	57,413.61	-	120,591.54	439,433.56	13,943,822.15	No Call
10/1/2012	120,591.54	62,926.74	62,926.74	57,664.80	-	120,591.54	381,768.76	13,943,822.15	No Call
11/1/2012	120,591.54	62,674.46	62,674.46	57,917.08	-	120,591.54	323,851.68	13,943,822.15	No Call
12/1/2012	120,591.54	62,421.07	62,421.07	58,170.47	-	120,591.54	265,681.21	13,943,822.15	No Call
1/1/2013	120,591.54	62,166.58	62,166.58	58,424.96	-	120,591.54	207,256.25	13,943,822.15	No Call
2/1/2013	120,591.54	61,910.97	61,910.97	58,680.57	-	120,591.54	148,575.68	13,943,822.15	No Call
3/1/2013	120,591.54	61,654.24	61,654.24	58,937.30	-	120,591.54	89,638.38	13,943,822.15	No Call
4/1/2013	120,591.54	61,396.39	61,396.39	59,195.15	-	120,591.54	30,443.23	13,943,822.15	No Call
5/1/2013	120,591.54	61,137.41	61,137.41	30,443.23	29,010.90	120,591.54	-	13,914,811.25	No Call
6/1/2013	120,591.54	60,877.30	60,877.30	-	59,714.24	120,591.54	-	13,855,097.01	No Call
7/1/2013	120,591.54	60,616.05	60,616.05	-	59,975.49	120,591.54	-	13,795,121.52	No Call
8/1/2013	120,591.54	60,353.66	60,353.66	-	60,237.88	120,591.54	-	13,734,883.64	No Call
9/1/2013	120,591.54	60,090.12	60,090.12	-	60,501.42	120,591.54	-	13,674,382.22	No Call
10/1/2013	120,591.54	59,825.42	59,825.42	-	60,766.12	120,591.54	-	13,613,616.10	No Call
11/1/2013	120,591.54	59,559.57	59,559.57	-	61,031.97	120,591.54	-	13,552,584.13	No Call
12/1/2013	120,591.54	59,292.56	59,292.56	-	61,298.98	120,591.54	-	13,491,285.15	No Call
1/1/2014	120,591.54	59,024.37	59,024.37	-	61,567.17	120,591.54	-	13,429,717.98	No Call
2/1/2014	120,591.54	58,755.02	58,755.02	-	61,836.52	120,591.54	-	13,367,881.46	No Call
3/1/2014	120,591.54	58,484.48	58,484.48	-	62,107.06	120,591.54	-	13,305,774.40	No Call
4/1/2014	120,591.54	58,212.76	58,212.76	-	62,378.78	120,591.54	-	13,243,395.62	No Call
5/1/2014	120,591.54	57,939.86	57,939.86	-	62,651.68	120,591.54	-	13,180,743.94	No Call
6/1/2014	120,591.54	57,665.75	57,665.75	-	62,925.79	120,591.54	-	13,117,818.15	No Call
7/1/2014	120,591.54	57,390.45	57,390.45	-	63,201.09	120,591.54	-	13,054,617.06	No Call
8/1/2014	120,591.54	57,113.95	57,113.95	-	63,477.59	120,591.54	-	12,991,139.47	No Call
9/1/2014	120,591.54	56,836.24	56,836.24	-	63,755.30	120,591.54	-	12,927,384.17	No Call
10/1/2014	120,591.54	56,557.31	56,557.31	-	64,034.23	120,591.54	-	12,863,349.94	No Call
11/1/2014	120,591.54	56,277.16	56,277.16	-	64,314.38	120,591.54	-	12,799,035.56	No Call
12/1/2014	120,591.54	55,995.78	55,995.78	-	64,595.76	120,591.54	-	12,734,439.80	No Call
1/1/2015	120,591.54	55,713.17	55,713.17	-	64,878.37	120,591.54	-	12,669,561.43	No Call
2/1/2015	120,591.54	55,429.33	55,429.33	-	65,162.21	120,591.54	-	12,604,399.22	No Call
3/1/2015	120,591.54	55,144.25	55,144.25	-	65,447.29	120,591.54	-	12,538,951.93	No Call
4/1/2015	120,591.54	54,857.91	54,857.91	-	65,733.63	120,591.54	-	12,473,218.30	No Call
5/1/2015	120,591.54	54,570.33	54,570.33	-	66,021.21	120,591.54	-	12,407,197.09	No Call
6/1/2015	120,591.54	54,281.49	54,281.49	-	66,310.05	120,591.54	-	12,340,887.04	No Call
7/1/2015	120,591.54	53,991.38	53,991.38	-	66,600.16	120,591.54	-	12,274,286.88	No Call
8/1/2015	120,591.54	53,700.01	53,700.01	-	66,891.53	120,591.54	-	12,207,395.35	No Call
9/1/2015	120,591.54	53,407.35	53,407.35	-	67,184.19	120,591.54	-	12,140,211.16	No Call
10/1/2015	120,591.54	53,113.42	53,113.42	-	67,478.12	120,591.54	-	12,072,733.04	No Call
11/1/2015	120,591.54	52,818.21	52,818.21	-	67,773.33	120,591.54	-	12,004,959.71	No Call
12/1/2015	120,591.54	52,521.70	52,521.70	-	68,069.84	120,591.54	-	11,936,889.87	No Call
1/1/2016	120,591.54	52,223.89	52,223.89	-	68,367.65	120,591.54	-	11,868,522.22	No Call
2/1/2016	120,591.54	51,924.78	51,924.78	-	68,666.76	120,591.54	-	11,799,855.46	No Call
3/1/2016	120,591.54	51,624.37	51,624.37	-	68,967.17	120,591.54	-	11,730,888.29	No Call
4/1/2016	120,591.54	51,322.64	51,322.64	-	69,268.90	120,591.54	-	11,661,619.39	No Call
5/1/2016	120,591.54	51,019.58	51,019.58	-	69,571.96	120,591.54	-	11,592,047.43	No Call
6/1/2016	120,591.54	50,715.21	50,715.21	-	69,876.33	120,591.54	-	11,522,171.10	No Call
7/1/2016	120,591.54	50,409.50	50,409.50	-	70,182.04	120,591.54	-	11,451,989.06	No Call
8/1/2016	120,591.54	50,102.45	50,102.45	-	70,489.09	120,591.54	-	11,381,499.97	No Call
9/1/2016	120,591.54	49,794.06	49,794.06	-	70,797.48	120,591.54	-	11,310,702.49	No Call
10/1/2016	120,591.54	49,484.32	49,484.32	-	71,107.22	120,591.54	-	11,239,595.27	No Call
11/1/2016	120,591.54	49,173.23	49,173.23	-	71,418.31	120,591.54	-	11,168,176.96	No Call
12/1/2016	120,591.54	48,860.77	48,860.77	-	71,730.77	120,591.54	-	11,096,446.19	No Call
1/1/2017	120,591.54	48,546.95	48,546.95	-	72,044.59	120,591.54	-	11,024,401.60	No Call
2/1/2017	120,591.54	48,231.76	48,231.76	-	72,359.78	120,591.54	-	10,952,041.82	No Call
3/1/2017	120,591.54	47,915.18	47,915.18	-	72,676.36	120,591.54	-	10,879,365.46	No Call

Date	Payments	Interest Accrued 5.250%	Payment of Current Interest	Payment of Compounded Interest	Payment of Principal	Total Debt Service Paid	Cumulative Compounded Interest	Principal Balance	Prepayment Price
4/1/2017	120,591.54	47,597.22	47,597.22	-	72,994.32	120,591.54	-	10,806,371.14	No Call
5/1/2017	120,591.54	47,277.87	47,277.87	-	73,313.67	120,591.54	-	10,733,057.47	No Call
6/1/2017	120,591.54	46,957.13	46,957.13	-	73,634.41	120,591.54	-	10,659,423.06	No Call
7/1/2017	120,591.54	46,634.98	46,634.98	-	73,956.56	120,591.54	-	10,585,466.50	No Call
8/1/2017	120,591.54	46,311.42	46,311.42	-	74,280.12	120,591.54	-	10,511,186.38	No Call
9/1/2017	120,591.54	45,986.44	45,986.44	-	74,605.10	120,591.54	-	10,436,581.28	No Call
10/1/2017	120,591.54	45,660.04	45,660.04	-	74,931.50	120,591.54	-	10,361,649.78	No Call
11/1/2017	120,591.54	45,332.22	45,332.22	-	75,259.32	120,591.54	-	10,286,390.46	No Call
12/1/2017	120,591.54	45,002.96	45,002.96	-	75,588.58	120,591.54	-	10,210,801.88	No Call
1/1/2018	120,591.54	44,672.26	44,672.26	-	75,919.28	120,591.54	-	10,134,882.60	No Call
2/1/2018	120,591.54	44,340.11	44,340.11	-	76,251.43	120,591.54	-	10,058,631.17	No Call
3/1/2018	120,591.54	44,006.51	44,006.51	-	76,585.03	120,591.54	-	9,982,046.14	No Call
4/1/2018	120,591.54	43,671.45	43,671.45	-	76,920.09	120,591.54	-	9,905,126.05	No Call
5/1/2018	120,591.54	43,334.93	43,334.93	-	77,256.61	120,591.54	-	9,827,869.44	No Call
6/1/2018	120,591.54	42,996.93	42,996.93	-	77,594.61	120,591.54	-	9,750,274.83	No Call
7/1/2018	120,591.54	42,657.45	42,657.45	-	77,934.09	120,591.54	-	9,672,340.74	No Call
8/1/2018	120,591.54	42,316.49	42,316.49	-	78,275.05	120,591.54	-	9,594,065.69	No Call
9/1/2018	120,591.54	41,974.04	41,974.04	-	78,617.50	120,591.54	-	9,515,448.19	No Call
10/1/2018	120,591.54	41,630.09	41,630.09	-	78,961.45	120,591.54	-	9,436,486.74	No Call
11/1/2018	120,591.54	41,284.63	41,284.63	-	79,306.91	120,591.54	-	9,357,179.83	No Call
12/1/2018	120,591.54	40,937.66	40,937.66	-	79,653.88	120,591.54	-	9,277,525.95	No Call
1/1/2019	120,591.54	40,589.18	40,589.18	-	80,002.36	120,591.54	-	9,197,523.59	No Call
2/1/2019	120,591.54	40,239.17	40,239.17	-	80,352.37	120,591.54	-	9,117,171.22	No Call
3/1/2019	120,591.54	39,887.62	39,887.62	-	80,703.92	120,591.54	-	9,036,467.30	No Call
4/1/2019	120,591.54	39,534.54	39,534.54	-	81,057.00	120,591.54	-	8,955,410.30	No Call
5/1/2019	120,591.54	39,179.92	39,179.92	-	81,411.62	120,591.54	-	8,873,998.68	No Call
6/1/2019	120,591.54	38,823.74	38,823.74	-	81,767.80	120,591.54	-	8,792,230.88	No Call
7/1/2019	120,591.54	38,466.01	38,466.01	-	82,125.53	120,591.54	-	8,710,105.35	No Call
8/1/2019	120,591.54	38,106.71	38,106.71	-	82,484.83	120,591.54	-	8,627,620.52	No Call
9/1/2019	120,591.54	37,745.84	37,745.84	-	82,845.70	120,591.54	-	8,544,774.82	No Call
10/1/2019	120,591.54	37,383.39	37,383.39	-	83,208.15	120,591.54	-	8,461,566.67	No Call
11/1/2019	120,591.54	37,019.35	37,019.35	-	83,572.19	120,591.54	-	8,377,994.48	No Call
12/1/2019	120,591.54	36,653.73	36,653.73	-	83,937.81	120,591.54	-	8,294,056.67	No Call
1/1/2020	120,591.54	36,286.50	36,286.50	-	84,305.04	120,591.54	-	8,209,751.63	No Call
2/1/2020	120,591.54	35,917.66	35,917.66	-	84,673.88	120,591.54	-	8,125,077.75	No Call
3/1/2020	120,591.54	35,547.22	35,547.22	-	85,044.32	120,591.54	-	8,040,033.43	No Call
4/1/2020	120,591.54	35,175.15	35,175.15	-	85,416.39	120,591.54	-	7,954,617.04	No Call
5/1/2020	120,591.54	34,801.45	34,801.45	-	85,790.09	120,591.54	-	7,868,826.95	No Call
6/1/2020	120,591.54	34,426.12	34,426.12	-	86,165.42	120,591.54	-	7,782,661.53	No Call
7/1/2020	120,591.54	34,049.14	34,049.14	-	86,542.40	120,591.54	-	7,696,119.13	No Call
8/1/2020	120,591.54	33,670.52	33,670.52	-	86,921.02	120,591.54	-	7,609,198.11	No Call
9/1/2020	120,591.54	33,290.24	33,290.24	-	87,301.30	120,591.54	-	7,521,896.81	No Call
10/1/2020	120,591.54	32,908.30	32,908.30	-	87,683.24	120,591.54	-	7,434,213.57	No Call
11/1/2020	120,591.54	32,524.68	32,524.68	-	88,066.86	120,591.54	-	7,346,146.71	No Call
12/1/2020	120,591.54	32,139.39	32,139.39	-	88,452.15	120,591.54	-	7,257,694.56	No Call
1/1/2021	120,591.54	31,752.41	31,752.41	-	88,839.13	120,591.54	-	7,168,855.43	No Call
2/1/2021	120,591.54	31,363.74	31,363.74	-	89,227.80	120,591.54	-	7,079,627.63	No Call
3/1/2021	120,591.54	30,973.37	30,973.37	-	89,618.17	120,591.54	-	6,990,009.46	No Call
4/1/2021	120,591.54	30,581.29	30,581.29	-	90,010.25	120,591.54	-	6,899,999.21	No Call
5/1/2021	120,591.54	30,187.50	30,187.50	-	90,404.04	120,591.54	-	6,809,595.17	No Call
6/1/2021	120,591.54	29,791.98	29,791.98	-	90,799.56	120,591.54	-	6,718,795.61	No Call
7/1/2021	120,591.54	29,394.73	29,394.73	-	91,196.81	120,591.54	-	6,627,598.80	No Call
8/1/2021	120,591.54	28,995.74	28,995.74	-	91,595.80	120,591.54	-	6,536,003.00	No Call
9/1/2021	120,591.54	28,595.01	28,595.01	-	91,996.53	120,591.54	-	6,444,006.47	No Call
10/1/2021	120,591.54	28,192.53	28,192.53	-	92,399.01	120,591.54	-	6,351,607.46	6,351,607.46
11/1/2021	120,591.54	27,788.28	27,788.28	-	92,803.26	120,591.54	-	6,258,804.20	6,258,804.20
12/1/2021	120,591.54	27,382.27	27,382.27	-	93,209.27	120,591.54	-	6,165,594.93	6,165,594.93
1/1/2022	120,591.54	26,974.48	26,974.48	-	93,617.06	120,591.54	-	6,071,977.87	6,071,977.87
2/1/2022	120,591.54	26,564.90	26,564.90	-	94,026.64	120,591.54	-	5,977,951.23	5,977,951.23
3/1/2022	120,591.54	26,153.54	26,153.54	-	94,438.00	120,591.54	-	5,883,513.23	5,883,513.23
4/1/2022	120,591.54	25,740.37	25,740.37	-	94,851.17	120,591.54	-	5,788,662.06	5,788,662.06
5/1/2022	120,591.54	25,325.40	25,325.40	-	95,266.14	120,591.54	-	5,693,395.92	5,693,395.92
6/1/2022	120,591.54	24,908.61	24,908.61	-	95,682.93	120,591.54	-	5,597,712.99	5,597,712.99
7/1/2022	120,591.54	24,489.99	24,489.99	-	96,101.55	120,591.54	-	5,501,611.44	5,501,611.44
8/1/2022	120,591.54	24,069.55	24,069.55	-	96,521.99	120,591.54	-	5,405,089.45	5,405,089.45
9/1/2022	120,591.54	23,647.27	23,647.27	-	96,944.27	120,591.54	-	5,308,145.18	5,308,145.18
10/1/2022	120,591.54	23,223.14	23,223.14	-	97,368.40	120,591.54	-	5,210,776.78	5,210,776.78
11/1/2022	120,591.54	22,797.15	22,797.15	-	97,794.39	120,591.54	-	5,112,982.39	5,112,982.39
12/1/2022	120,591.54	22,369.30	22,369.30	-	98,222.24	120,591.54	-	5,014,760.15	5,014,760.15
1/1/2023	120,591.54	21,939.58	21,939.58	-	98,651.96	120,591.54	-	4,916,108.19	4,916,108.19
2/1/2023	120,591.54	21,507.97	21,507.97	-	99,083.57	120,591.54	-	4,817,024.62	4,817,024.62
3/1/2023	120,591.54	21,074.48	21,074.48	-	99,517.06	120,591.54	-	4,717,507.56	4,717,507.56
4/1/2023	120,591.54	20,639.10	20,639.10	-	99,952.44	120,591.54	-	4,617,555.12	4,617,555.12
5/1/2023	120,591.54	20,201.80	20,201.80	-	100,389.74	120,591.54	-	4,517,165.38	4,517,165.38
6/1/2023	120,591.54	19,762.60	19,762.60	-	100,828.94	120,591.54	-	4,416,336.44	4,416,336.44
7/1/2023	120,591.54	19,321.47	19,321.47	-	101,270.07	120,591.54	-	4,315,066.37	4,315,066.37

Date	Payments	Interest Accrued 5.250%	Payment of Current Interest	Payment of Compounded Interest	Payment of Principal	Total Debt Service Paid	Cumulative Compounded Interest	Principal Balance	Prepayment Price
8/1/2023	120,591.54	18,878.42	18,878.42	-	101,713.12	120,591.54	-	4,213,353.25	4,213,353.25
9/1/2023	120,591.54	18,433.42	18,433.42	-	102,158.12	120,591.54	-	4,111,195.13	4,111,195.13
10/1/2023	120,591.54	17,986.48	17,986.48	-	102,605.06	120,591.54	-	4,008,590.07	4,008,590.07
11/1/2023	120,591.54	17,537.58	17,537.58	-	103,053.96	120,591.54	-	3,905,536.11	3,905,536.11
12/1/2023	120,591.54	17,086.72	17,086.72	-	103,504.82	120,591.54	-	3,802,031.29	3,802,031.29
1/1/2024	120,591.54	16,633.89	16,633.89	-	103,957.65	120,591.54	-	3,698,073.64	3,698,073.64
2/1/2024	120,591.54	16,179.07	16,179.07	-	104,412.47	120,591.54	-	3,593,661.17	3,593,661.17
3/1/2024	120,591.54	15,722.27	15,722.27	-	104,869.27	120,591.54	-	3,488,791.90	3,488,791.90
4/1/2024	120,591.54	15,263.46	15,263.46	-	105,328.08	120,591.54	-	3,383,463.82	3,383,463.82
5/1/2024	120,591.54	14,802.65	14,802.65	-	105,788.89	120,591.54	-	3,277,674.93	3,277,674.93
6/1/2024	120,591.54	14,339.83	14,339.83	-	106,251.71	120,591.54	-	3,171,423.22	3,171,423.22
7/1/2024	120,591.54	13,874.98	13,874.98	-	106,716.56	120,591.54	-	3,064,706.66	3,064,706.66
8/1/2024	120,591.54	13,408.09	13,408.09	-	107,183.45	120,591.54	-	2,957,523.21	2,957,523.21
9/1/2024	120,591.54	12,939.16	12,939.16	-	107,652.38	120,591.54	-	2,849,870.83	2,849,870.83
10/1/2024	120,591.54	12,468.18	12,468.18	-	108,123.36	120,591.54	-	2,741,747.47	2,741,747.47
11/1/2024	120,591.54	11,995.15	11,995.15	-	108,596.39	120,591.54	-	2,633,151.08	2,633,151.08
12/1/2024	120,591.54	11,520.04	11,520.04	-	109,071.50	120,591.54	-	2,524,079.58	2,524,079.58
1/1/2025	120,591.54	11,042.85	11,042.85	-	109,548.69	120,591.54	-	2,414,530.89	2,414,530.89
2/1/2025	120,591.54	10,563.57	10,563.57	-	110,027.97	120,591.54	-	2,304,502.92	2,304,502.92
3/1/2025	120,591.54	10,082.20	10,082.20	-	110,509.34	120,591.54	-	2,193,993.58	2,193,993.58
4/1/2025	120,591.54	9,598.72	9,598.72	-	110,992.82	120,591.54	-	2,083,000.76	2,083,000.76
5/1/2025	120,591.54	9,113.13	9,113.13	-	111,478.41	120,591.54	-	1,971,522.35	1,971,522.35
6/1/2025	120,591.54	8,625.41	8,625.41	-	111,966.13	120,591.54	-	1,859,556.22	1,859,556.22
7/1/2025	120,591.54	8,135.56	8,135.56	-	112,455.98	120,591.54	-	1,747,100.24	1,747,100.24
8/1/2025	120,591.54	7,643.56	7,643.56	-	112,947.98	120,591.54	-	1,634,152.26	1,634,152.26
9/1/2025	120,591.54	7,149.42	7,149.42	-	113,442.12	120,591.54	-	1,520,710.14	1,520,710.14
10/1/2025	120,591.54	6,653.11	6,653.11	-	113,938.43	120,591.54	-	1,406,771.71	1,406,771.71
11/1/2025	120,591.54	6,154.63	6,154.63	-	114,436.91	120,591.54	-	1,292,334.80	1,292,334.80
12/1/2025	120,591.54	5,653.96	5,653.96	-	114,937.58	120,591.54	-	1,177,397.22	1,177,397.22
1/1/2026	120,591.54	5,151.11	5,151.11	-	115,440.43	120,591.54	-	1,061,956.79	1,061,956.79
2/1/2026	120,591.54	4,646.06	4,646.06	-	115,945.48	120,591.54	-	946,011.31	946,011.31
3/1/2026	120,591.54	4,138.80	4,138.80	-	116,452.74	120,591.54	-	829,558.57	829,558.57
4/1/2026	120,591.54	3,629.32	3,629.32	-	116,962.22	120,591.54	-	712,596.35	712,596.35
5/1/2026	120,591.54	3,117.61	3,117.61	-	117,473.93	120,591.54	-	595,122.42	595,122.42
6/1/2026	120,591.54	2,603.66	2,603.66	-	117,987.88	120,591.54	-	477,134.54	477,134.54
7/1/2026	120,591.54	2,087.46	2,087.46	-	118,504.08	120,591.54	-	358,630.46	358,630.46
8/1/2026	120,591.54	1,569.01	1,569.01	-	119,022.53	120,591.54	-	239,607.93	239,607.93
9/1/2026	120,591.54	1,048.28	1,048.28	-	119,543.26	120,591.54	-	120,064.67	120,064.67
10/1/2026	120,589.95	525.28	525.28	-	120,064.67	120,589.95	-	0.00	0.00
Total	21,706,475.61	7,762,653.46	6,705,246.95	1,057,406.51	13,943,822.15	21,706,475.61			

Termination Balance is after payment due for that Date.



FLORIDA
DEPARTMENT of
CORRECTIONS

C2612

Governor
CHARLIE CRIST

An Equal Opportunity Employer

Secretary
WALTER A. McNEIL

2601 Blair Stone Road • Tallahassee, FL 32399-2500

<http://www.dc.state.fl.us>

April 20, 2010

Form of Opinion of Agency Counsel

Capital One Public Funding, LLC
265 Broadhollow Road
Melville, New York 11747

Re: Financing Agreement, dated April 21, 2010, between Capital One Public Funding ("Lender") and State of Florida, Department of Corrections ("Agency") and Schedule of Equipment thereto dated April 21, 2010.

Ladies and Gentlemen:

I have acted as counsel to the Agency with respect to the above-referenced Financing Agreement and Schedule of Equipment (together, the "Agreement") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreement. Terms capitalized herein but not defined herein have the meaning ascribed to them in the Agreement. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Agency is an agency of the State of Florida (the "State"), duly organized, existing and operating under the Constitution and laws of the State.
2. Agency is authorized and has power under applicable law to enter into the Agreement, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Agreement has been duly authorized, approved, executed and delivered by and on behalf of Agency, and is a legal, valid and binding contract of Agency enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights. The Agreement is third party financing of the Energy Savings Contract and both are in compliance with the requirements of the Act.
4. The authorization, approval and execution of the Agreement and all other proceedings of Agency relating to the transactions contemplated thereby have been performed in accordance

with the Act and all open meeting, public records, public bidding and other applicable laws, rules and regulations.

5. The execution of the Agreement and the appropriation of moneys to pay the Payments coming due thereunder do not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Agency.

6. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Agency; the authority of Agency or its officers or its employees to enter into the Agreement; the proper authorization, approval and/or execution of the Agreement and other documents contemplated thereby; the appropriation of moneys to make Payments under the Agreement for the current fiscal year of Agency; or the ability of Agency otherwise to perform its obligations under the Agreement and the transactions contemplated thereby and, to the best of my knowledge, no such litigation or actions are threatened.

7. The equipment financed by the Agreement is personal property, and when used by the Agency will not be or become fixtures under the laws of the State of Florida.

8. Contract No. C2611 of the governing body of Agency will be duly and validly adopted by such governing body on April 21, 2010, and has not been amended, supplemented or repealed and remains in full force and effect.

9. This opinion may be relied upon by assignees of Lender and any counsel rendering an opinion on the tax-exempt status of the interest components of the Payments

Very truly yours,



Kathleen Von Hoene

General Counsel

FINANCING AGREEMENT

SCHEDULE L

*By and between
State of Florida, Department of Correction
and
Capital One Public Funding, LLC*

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SCHEDULE L FINANCING AGREEMENT

This Financing Agreement ("Agreement"), which is made and entered into as of the date last executed, between Capital One Public Funding, LLC ("Lender"), a limited liability company duly formed and existing under the laws of the State of New York, and State of Florida, Department of Corrections ("Agency"), an Agency of the State of Florida.

WHEREAS, Agency owns and operates the Facilities, and is in need of energy saving equipment and service designed to save energy and associated energy costs at said Premises and has entered into a contract for the purchase, delivery and/or installation of the Equipment ("Energy Savings Contract") by and between FPL Services, LLC and State of Florida, Department of Corrections dated effective April 21, 2010, which contract is required to contain the following:

- A written energy guarantee by the qualified provider that the energy or operating cost savings will meet or exceed the cost of energy conservation measures.
- A statement that at least one twentieth of the price must be paid within two years from the date of complete installation and acceptance by the state, that the remaining costs are to be paid at least quarterly, not to exceed a 20 year term, based on life cycle cost calculations and that the savings are guaranteed to the extent necessary to make payments for the systems.
- Provide a bond in compliance with Section 255.05, Florida Statutes.
- A statement that the term of any contract expires at the end of each Fiscal Year, but may be automatically renewed, subject to the Agency making sufficient annual appropriations, and paid with realized savings.
- A statement that the contract does not constitute a debt, liability, or obligation of the state; and

WHEREAS, pursuant to The Guaranteed Energy Performance Savings Contracting Act, Section 489.145, Florida Statutes (the "Act"), this Agreement may not grant the lender rights or privileges that exceed the rights and privileges available to the Company; and

WHEREAS, Agency desires to obtain financing from Lender and to compensate Lender for its services; and Lender desires to provide financing to Agency; and

WHEREAS, Agency is authorized under the Constitution and the laws of the State of Florida to enter into this Contract for the purposes set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

I. Definitions and Exhibits

The following terms have the meanings specified below unless the context clearly requires otherwise. Terms with the initial letter capitalized will have the same meaning as defined in the Model Guaranteed Energy Performance Savings Contract, unless otherwise defined in this Agreement.

a) Agency: "Agency" means the Agency which is the State of Florida, a municipality, or political subdivision thereof, which has entered into this Agreement, or any governmental entity succeeding to the powers and duties of any of the foregoing pursuant to law or governmental reorganization.

b) Company: The guaranteed energy performance savings contractor from whom Agency has ordered or with whom Agency has contracted for the commodities and services regarding the Equipment pursuant to the Energy Savings Contract. Also known as the Guarantor, which is the guarantor under the Energy Savings Contract.

c) Commencement Date: The date following receipt by Company of Agency's Certificate of Acceptance to Company on which the Agency's payments begin and the Lender makes payment to the Company(s) for the purchase

price of the Equipment or deposits the purchase price of the Equipment into an escrow account pursuant to the alternative provided in Section 5(h) hereof.

d) Equipment: All items of property described in the Equipment Schedule (Exhibit B) as to each Equipment Group and any other items of property pursuant to Section 489.145, Florida Statutes.

e) Effective Date: the date last executed by the Lender and Agency

~~f) Fiscal Year: The 12-month fiscal period of Agency which commences in every year on July 1 and ends in every year on June 30 or, if different, the fiscal period used by Agency for its financial accounting and budgeting purposes.~~

g) Legally Available Funds: funds that the governing body of Agency obtains by Legislative appropriation or from energy guarantee payments made by the Guarantor or are otherwise legally available for the purpose of making Payments under this Agreement

h) Non-Appropriation: The failure of the governing body of Agency or Legislature to appropriate money for any Fiscal Year of Agency sufficient for the continued performance by Agency of all of Agency's obligations under this Agreement as evidenced by the passage of a final budget which does not include funding sufficient to pay all Payments due under this Agreement for a designated Fiscal Year.

i) Payment Date: The date upon which any Payment is due and payable as provided in Exhibit A.

j) Principal Balance: With respect to any Equipment Group as of the Payment Dates specified in the Exhibit A, plus any other amounts of principal and/or interest accrued and unpaid on the applicable Payment Date.

k) Payment: With respect to the Equipment Group, the payment due from Agency to Lender on each Payment Date during the Term as shown in the Exhibit A completed for such Equipment Group.

l) Specifications: The procurement specifications and/or purchase order pursuant to which Agency has ordered any Equipment from a Company.

m) State Agency: each state department, departmental unit described in Sec. 20.04, Florida Statutes, commission, regional planning agency, board, district, and authority.

n) Exhibit A: Form of the Payment Schedule as to each Equipment Group for which a Certificate of Acceptance, Exhibit II (ii) to the Energy Savings Contract, has been received.

o) Exhibit B: Form of the final Schedule of Equipment and Equipment List for each Equipment Group.

p) Exhibit C: Form of Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes on Public Entity Crimes.

q) Exhibit D: Form of Certificate of Acceptance.

r) Exhibit E: Form of Opinion of Agency Counsel.

s) Exhibit F: Form of Escrow Agreement.

2. Term.

a) The initial term of this Agreement ("Initial Term") shall commence as of the execution of this Agreement (as specified in the initial Exhibit A to this Agreement) and expire on the last day of the Fiscal Year. Beginning at the

expiration of the Initial Term, the term of this Agreement shall automatically be extended upon the successive appropriation by Agency's governing body of amounts sufficient to pay Payments during the next succeeding Fiscal Year (hereinafter "Renewal Term") for the number of Renewal Terms, each coextensive with each successive Fiscal Year, as are necessary for all payments identified in Exhibit A to this Agreement to be paid in full, unless this Agreement is terminated as provided in Section 5 hereof or otherwise expressly provided in this Section 2.

b) The term of this Agreement will expire upon the first to occur of (a) the expiration of the Initial Term or any Renewal Term during which an Event of Non-Appropriation occurs, (b) the day after all Payments due under this Agreement have been paid in full, (c) the day after the prepayment is paid in full, except as otherwise provided in this Agreement, or (d) an Event of Default (as defined in Section 20 hereof) under this Agreement and Lender's termination of Agency's rights hereunder as provided in Section 21 hereof. Agency hereby agrees to pay Payments under this Agreement, but only from Legally Available Funds, in the amounts and on the dates specified in Exhibit A to this Agreement.

c) Extension of the term for any period beyond the initial period shall not operate to change in any manner the method by which interest rates are established for this Agreement.

3. Representations and Warranties

a) Each party warrants and represents to the other that:

i) it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;

ii) its execution, delivery, and performance of this Agreement have been duly authorized by, or are in accordance with, its organic instruments, and this Agreement has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;

iii) its execution, delivery, and performance of this Agreement will not breach or violate, or constitute a default under any Agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected; or

iv) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

b) Representations of Agency. Agency hereby represents and warrants that:

i) All financial statements and other information submitted to Lender by Agency were true, correct and complete in all material respects on the date submitted and, as of the date of this Agreement, there has been no material adverse change in any matter stated in such financial statements and other information.

ii) The execution, delivery and performance of this Agreement have been duly authorized by a duly adopted resolution of Agency's governing body, or by other appropriate official action, and such action is in compliance with all public bidding and other state and federal laws applicable to this agreement and the acquisition and financing of the Equipment by Agency.

iii) All requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement.

iv) Agency has made sufficient appropriations or has other Legally Available Funds to make all Payments due during the Initial Term.

v) Agency is not subject to any legal or contractual limitation or provision of any nature whatsoever that in any way limits, restricts or prevents Agency from entering into this Agreement or performing any of its obligations under this Agreement, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

vi) Agency has entered into this Agreement for the purpose of purchasing, acquiring or leasing the Equipment identified in Exhibit B hereto and not for the purpose of refinancing any outstanding obligation of Agency more than 90 days in advance of its Payment or prepayment date. The Purchase Price for the Equipment will be paid directly by Lender (or its assigns), at the direction of Agency and upon presentation of proper documentation, to the Company, and no portion of the Purchase Price for the Equipment under this Agreement will be paid to Agency as reimbursement for any expenditure paid by Agency more than 60 days prior to the execution and delivery of this Agreement. If the alternative escrow procedure in Section 5(h) is utilized, the foregoing will be confirmed with respect to each Equipment Group being financed, provided, however, that if the alternative escrow procedure is utilized, the interest rate shall be determined as of date of this Agreement.

vii) Agency has entered into a legal, valid, binding and enforceable Energy Savings Contract with Company for the installation of the Equipment on terms and conditions acceptable to Agency.

4. Title

During the Term, legal title to and ownership of all Equipment and any and all repairs, replacements, substitutions and modifications thereto shall be in Agency, and Agency shall take all actions necessary to vest such title and ownership in Agency. Agency, at its expense, will keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Agency's creditors and other persons. In the event that the installation of any component of any item of Equipment could be deemed to require a performance and payment bond under Section 255.05, Florida Statutes, or be deemed subject to the mechanic's lien provisions of Chapter 713, Florida Statutes, or any successor statute to each, as same may be amended from time to time, Agency shall require such bonds, post such notices and do all other things provided for under such laws in order to keep the Equipment free of and exempt from all liens.

5. Payments

a) The Lender hereby finances the Equipment to the Agency, and the Agency hereby agrees to the financing of such Equipment from the Lender under the terms of this Agreement and as set forth herein. On Commencement Date Lender shall pay the Company and provide the Agency with the final form of Exhibit A for this Agreement, which shall include the Commencement Date and serve as the invoice for the periodic Payments due under this Agreement. A copy of the final payment schedule must be provided to all parties as indicated in Section 24 Notices.

b) As Payment for Lender's Equipment financing described herein, Agency agrees to pay lender or its assigns at the mailing address set forth in Section 24 (or at such other address as may be designated from time to time pursuant to Section 24 hereof) the Payments on the dates and in the amounts set forth in Exhibit A to this Agreement; provided, however, that Agency is required to make such Payment only from Legally Available Funds. Agency represents that it reasonably believes that funds can be obtained that are sufficient to make all Payments to become due during the term of this Agreement and agrees that it will do all things legally within its power to obtain and maintain funding from which such payments may be made, including making provisions for such Payments to the extent necessary in each biennial or annual budget submitted for the purpose of obtaining appropriations.

c) Agency's obligation to make Payments hereunder constitutes a current obligation payable exclusively from Legally Available Funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement. Agency has not pledged its full faith and credit or its taxing power to make any Payments under this Agreement.

d) Interest shall accrue under this Agreement from and after the Commencement Date and Agency shall make Payments in accordance with this Section, all in consideration of Lender's entering into this Agreement, and agreeing to provide the financing contemplated hereby.

e) Late Charges. The Lender must pay the purchase price of each Equipment Group within thirty (30) days after Lender has received the Certificate of Acceptance, Exhibit II (ii) to the Energy Savings Contract (Commencement Date). If the Lender does not make the Payment due the Company within the time limits established in Section 215.422, Florida Statutes, then the Lender shall pay from its own funds any interest assessed for untimely payment. If the Agency does not make the Payment due the Lender within the time limits established in Section 215.422, Florida Statutes, then the Agency shall pay any interest assessed for untimely payment. The interest rate will be the rate set pursuant to Section 55.03, Florida Statutes.

f) Prepayment Option.

(i) On or after October 1, 2021, Agency shall have the option to prepay its obligations in whole or in part under this Agreement on any Payment Date, without penalty, for the then applicable Principal Balance set forth in Exhibit A relating thereto in the manner provided in this Section.

(ii) Agency shall give notice to Lender of its intention to exercise its prepayment option with respect to this Agreement not less than thirty (30) days prior to the date on which the option will be exercised and shall deposit with Lender on the date of exercise an amount equal to the applicable Principal Component balance set forth in the related Exhibit A. Lender shall furnish a statement of the prepayment amount annually, and upon prepayment, refund any unearned portion of the interest charged to Agency.

(iii) In the event of a partial prepayment, the Agency's notice to the Lender shall state the applicable partial prepayment amount. Upon payment of the applicable principal in respect thereof, Lender will then apply the principal component of such funds as a reduction in principal and revise the Schedule by reducing the amount of the final payment (or payments, in inverse order).

(iv) In the event of a full prepayment, the Agency's notice to the Lender shall state the prepayment will be in full and then on such date Agency shall pay the corresponding Principal Balance. Upon making such payment and any other previously outstanding amounts due, the obligation shall be considered paid in full.

g) Notwithstanding anything to the contrary in this Agreement, to the extent the Energy Cost Savings are less than the guaranteed level reflected in the Energy Savings Guarantee in the Energy Savings Contract, Agency is required to pay Lender only up to the actual level of Legally Available Funds.

h) Alternative Procedure; Escrow Agreement. Notwithstanding any other provisions herein, as to any one or more Equipment Groups, Lender and Agency may enter into an escrow agreement establishing an account from which the Equipment Group cost is to be paid in separate increments (the "Escrow Account"). In the event it is determined that an Escrow Account shall be established, (i) Lender and Agency shall complete and execute an Exhibit A relating to the entire Equipment Group; (ii) Agency shall, if Lender so requests, execute a tax certificate as may be required to assure compliance with federal income tax laws and regulations; (iii) the Lender shall deposit into such Escrow Account the amount of the cost of such Equipment Group; (iv) the amount deposited by Lender into the Escrow Account shall be repaid by the Payments due under the related Exhibit A; and (v) the Payments relating to the Equipment Group shall have an aggregate Principal Component equal to the amount of Lender's deposit into the Escrow Account and shall be due and payable as provided in the related Exhibit A, commencing upon the deposit of funds by Lender into the Escrow Account. Agency acknowledges and agrees that no disbursements shall be made from an Escrow Account except for Equipment Groups that are operationally complete and functionally independent and which may be utilized by Agency without regard to whether the balance of the Equipment Groups are delivered and accepted and in accordance with a written escrow agreement executed by each of Agency, Lender and an escrow agent, which may be Treasury, in substantially the form attached hereto as Exhibit F (or such other escrow agent as is acceptable to the Agency and CFO). Any balance remaining in the escrow account on the date of complete installation

and acceptance shall be used to reduce the loan principal with recalculation of the loan payments for the same term. Lender shall provide the Agency with the final form of Exhibit A for this Agreement, which shall include the Commencement Date and the recalculated payments and shall serve as the invoice for the periodic Payments due under this Agreement. A copy of the final payment schedule must be provided to all parties as indicated in Section 24 Notices.

i) Payment Term Limitations. The payment term may not exceed the useful life of the equipment unless the contract provides for the replacement or extension of the useful life of the equipment during the term of the loan. ~~Payments of not less than one-twentieth of the price to be paid must be made within two years from the date of the complete installation and acceptance by the agency using straight-line amortization for the term of the loan, and the remaining costs to be paid at least quarterly. Estimated escrow earnings shall not be included in determining the Exhibit A Proposed Payment Schedule.~~

6. Unconditional Obligation.

Except as provided in Section 8, the obligation of Agency to make Payments from appropriated Legally Available Funds required hereunder and under each Agency Loan shall be absolute and unconditional in all events. Notwithstanding any dispute between Agency and Lender, Agency and Company or any other person, and except as expressly provided by law, e.g., Section 213.67(9), Florida Statutes, Agency shall make all Payments required hereunder when due and shall not withhold any Payment pending final resolution of such dispute nor shall Agency assert any right of set-off or counterclaim against its obligation to make Payments required hereunder. Agency's obligation to make Payments shall not be abated through accident, unforeseen circumstances, failure of the Equipment to perform, as desired, damage or destruction to the Equipment, loss of possession of the Equipment or obsolescence of the Equipment.

7. No Waiver of Sovereign Immunity.

Nothing herein shall be construed as waiving the sovereign immunity of the State of Florida or any agency or instrumentality thereof.

8. Termination.

a) Termination.

i) In the event of Non-Appropriation, this Agreement and each Equipment Schedule thereunder with respect to which such Non-Appropriation has occurred, shall terminate, and, at the option of Lender, provided in writing to Agency by Lender, may terminate, in whole, but not in part, as to all Equipment listed thereon, effective upon the last day of the Fiscal Year for which funds were appropriated, in the manner and subject to the terms specified in this Section. Lender may effect such termination by giving the other party a written notice of termination at which time Agency shall pay to Lender any Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal Year with respect to this Agreement. Agency shall endeavor to give reasonable notice of such termination prior to the end of the Fiscal Year for which appropriations were made, and shall notify Lender of any anticipated termination upon its determination thereof. In the event of termination of this Agreement as provided in this Section, Agency shall comply with Section 21.

ii) This Agreement is subject to termination upon the occurrence of an event of default, as provided in Section 21 hereof.

iii) No Equipment Schedule shall be executed after any Non-Appropriation or Event of Default with respect to a defaulting Agency or an Agency as to which a Non-Appropriation has occurred.

b) Intent To Continue Term; Appropriations.

i) Agency intends to continue the Agreement hereunder for its entire Term and to pay all Payments relating thereto. The Agency agrees to direct the person within such Agency in charge of preparing the Agency's budget to include in the budget request for each Fiscal Year the Payments becoming due in such Fiscal Year. The parties acknowledge that appropriation for Payment is a governmental function that the Agency cannot contractually

commit the governing body of Agency to perform and this Agreement does not constitute such a commitment. However, the Agency reasonably believes that money in an amount sufficient to make all Payments can and will lawfully be appropriated and made available to permit continued utilization of the Equipment in the performance of its essential functions during the applicable Terms.

ii) Agency is an agency of the State and Agency's performance and obligation to pay under this Agreement is contingent upon an annual appropriation. Agency, as an agency of the State, is subject to the appropriation of funds by the governing body of the Agency in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this Agreement for each and every Fiscal Year following the Fiscal Year in which the Agreement is in effect. Agency shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under this Agreement, provide prompt written notice to Lender of such event and upon the expiration of the period of time for which funds were appropriated be thereafter released of all further obligations in any way related to such Equipment except, as noted above, to comply with Section 21. Each Agency agrees to include in its appropriation request each year of the Agreement a request for an appropriation to fund the Agreement and any applicable Equipment Schedule.

iii) In the event that the appropriations has not been adopted by the governing body of the Agency prior to the expiration of a Fiscal Year, and no declaration of an intent not to appropriate has been made by the Agency, the Term of this Agreement will be deemed renewed pending the enactment of such appropriations act. If any Payments are due under this Agreement during such period, such Terms will be so extended only if: (a) an interim or emergency budget implemented by the governing body of the Agency pending enactment of a final budget makes available to the Agency money that may legally be used to make Payments during such period; or (b) sums are otherwise available to make such Payments.

c) Effect of Termination for Non-Appropriation. Upon termination of this Agreement for Non-Appropriation as provided in this Section, Agency shall not be responsible for the payment of any additional Payments coming due in succeeding Fiscal Years, but if Agency has not complied with the instructions received from Lender in accordance with Section 21(b), the termination shall nevertheless be effective, and Agency shall pay, on demand to Lender, from Legally Available Funds, the unpaid balance of the Agreement which is stipulated to be the principal balance as shown on Exhibit A as of the last day of the Fiscal Year for which funds were appropriated.

9. Tax Covenants.

a) Agency will take no action that would cause the Interest portion of the Payments to become includable in gross income of the recipient for federal income tax purposes under the Code and the Regulations, and Agency will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest portion of the Payments does not become includable in gross income of the recipient for federal income tax purposes under the Code and Regulations; all as amended from time to time.

b) Agency is a state or a political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code").

c) The payment of the Payments or any portion thereof under this Agreement is not (under the terms of this Agreement or any underlying arrangement) directly or indirectly:

i) secured by any interest in property, used or to be used in any activity carried on by any person other than a state or local governmental unit or payment in respect of such property; or

ii) on a present value basis, derived from payments (whether or not to Agency) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. No Equipment under this Agreement will be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Purchase Price for the Equipment under this Agreement will be used, directly or indirectly, to make or finance loans to any person other than Agency. Agency has not entered

into any management or other service contract with respect to the use and operation of the Equipment, except an Energy Savings Contract with Company to provide certain customary maintenance services for the Equipment.

10. Taxes.

a) The Agency shall pay any sales, property use, license or other taxes from which the Agency is not exempt, respecting the Equipment, imposed, assessed, levied or becoming due and payable on or after the Commencement Date, together with any penalties, fines or interest thereon. Any tax statement received by the Lender for taxes payable by the Agency shall be promptly forwarded by the Lender to the Agency for payment.

b) Agency shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by Lender, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Agency under this Section.

11. Insurance.

a) At its own expense, Agency will cause the Equipment to be enrolled in the State Risk Management Trust Fund pursuant to Chapter 284, Part I, Florida Statutes, which is the State self-insurance fund covering the contents of buildings owned, leased, or rented by the State from loss due to fire, lightning, sinkhole, and hazards customarily insured by extended coverage, as well as loss from the removal of personal property from such buildings when endangered by covered perils.

If Agency is self-insured with respect to equipment such as the Equipment, Agency shall maintain during the term of this Agreement an actuarially sound self insurance program.

b) If for any reason any of the Equipment is not eligible for enrollment in the State self-insurance fund, the Agency agrees to procure and maintain insurance coverage for the Equipment with a carrier authorized to do business in the State. Procurement of such insurance by the Agency shall be subject to the provisions of Chapter 287, Florida Statutes. Agency agrees to provide to Lender and its assigns certificates of insurance or copies of the policies and evidence of each renewal of each such policy.

12. Risk of Loss.

Damage to or Destruction of Equipment. Agency shall provide a complete written report to Lender immediately upon any loss, theft, damage or destruction of any Equipment and of any accident involving any Equipment. If all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair ("Damaged Equipment"), Agency shall as soon as practicable after such event either: (a) replace the same at Agency's sole cost and expense with equipment having substantially similar Specifications and of equal or greater value to the Damaged Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lender's approval, whereupon such replacement equipment shall be substituted in the this Agreement and the other related documents by appropriate endorsement or amendment; or (b) pay the applicable Principal Balance of the Damaged Equipment as set forth in the related Exhibit B. Agency shall notify Lender of which course of action it will take within fifteen (15) days after the loss occurrence. If, within forty-five (45) days of the loss occurrence, (a) Agency fails to notify Lender; (b) Agency and Lender fail to execute an amendment to the applicable Equipment Schedule to delete the Damaged Equipment and add the replacement equipment or (c) Agency has failed to pay the applicable Principal Balance, then Lender may, at its sole discretion, declare the applicable Principal Balance of the Damaged Equipment, to be immediately due and payable, and Agency is required to pay the same from Legally Available Funds.

13. Installation of Equipment.

The Equipment shall be delivered and installed at the Equipment Location set forth in Exhibit B to this Agreement, pursuant to the Energy Savings Contract. Notwithstanding anything in this Agreement to the contrary, upon payment by Agency of all amounts due hereunder, Agency shall be entitled to all rights, title and interest in and to the Equipment, free and clear of any interest of Lender or its assigns.

14. Acceptance.

As soon as practicable after the receipt of Equipment, Agency shall furnish to Lender and its assigns an acceptance certificate with respect to such Equipment in the form attached as Exhibit II (i) and (ii) to the Energy Savings Contract. Execution of each such acceptance certificate by an employee, official or agent of Agency having authority in the premises or having managerial, supervisory or procurement duties with respect to equipment of the same general type as such Equipment shall constitute acceptance of such Equipment on behalf of Agency.

15. Disclaimer of Warranties.

NEITHER ANY ASSIGNEE OF THIS AGREEMENT NOR LENDER MAKES ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY AGENCY OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT. IN NO EVENT SHALL LENDER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EQUIPMENT OR AGENCY'S USE OF THE EQUIPMENT.

16. Use and Maintenance.

During the Term, Agency shall peaceably and quietly have and hold and enjoy the Equipment, except as expressly set forth in this Agreement. Agency agrees that Lender and its agents shall have the right at all reasonable times to examine and inspect the Equipment, and Lender and its agents shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Agency to perform its obligations hereunder. Notwithstanding its designation as Lender, Lender does not own the Equipment and by this Agreement is merely financing the acquisition thereof for Agency. Lender has not been in the chain of title of the Equipment, does not operate, control or have possession of the Equipment and has no control over the Agency or Agency's operation, use, storage or maintenance of the Equipment. Agency agrees to either (1) enter into a maintenance agreement with Company, which will allow Company, at Agency's expense, to maintain, preserve and keep the Equipment in good repair, working order and condition; or (2) maintain the Equipment on its own behalf; or (3) enter into a maintenance agreement with a provider acceptable to Lender.

17. Alterations.

Agency shall not make any material alterations, modifications or additions to the Equipment unless they are approved by Lender, whereupon such altered, modified or additional equipment shall be substituted in this Agreement and the other related documents by appropriate endorsement or amendment. However, Agency shall comply with all State and Federal Laws applicable to the installation, use, possession and operation of the Equipment, and if compliance with any such State and Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Agency at its expense.

18. Assignment.

a) Assignment by Lender. Lender's right, title and/or interest in and to this Agreement or in one or more Equipment Schedules hereunder, including, but not limited to, the Payments and other amounts payable by Agency, Lender's interest in the Equipment, its rights upon Non-Appropriation and Events of Default and its other rights, may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lender at any time, without the consent of Agency. Upon any such assignment by Lender, Lender's assignee shall have all rights of Lender in and to the assigned Agreement and/or Equipment Schedules. No such assignment (except an assignment to an affiliate of Lender if Lender continues to bill and collect Payments) shall be effective as against Agency unless and until written notice of the assignment is provided to Agency. If requested, Agency will acknowledge in writing receipt of such notice. Agency shall keep a record of all such assignments and make the same available upon any Lender's request. Notwithstanding the foregoing, no such assignment shall be permitted as to any Equipment Schedule or the rights relating thereto until after the date on which all amounts that will (or conditionally may) be advanced by Lender under any executed Exhibit A corresponding to such Equipment Schedule (including any escrow advances) have been funded

by Lender and delivered to, or to the designee of, Agency. Further Lender must obtain the Chief Financial Officer's consent to the private placement of participation interests.

Notwithstanding the foregoing, in no event shall the Lender assign this Agreement, any Agency guaranteed energy performance savings contract or the Payments as part of a plan to publicly offer participation interests therein. When Lender requests the Chief Financial Officer's consent to the private placement of participation interests, such consent shall be subject to such conditions as the Chief Financial Officer reasonably determines including, but not limited to, (a) participation interests will be sold only to accredited investors as defined in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended the "1933 Act", and/or qualified institutional buyers as defined in Rule 144A under the 1933 Act, engaged in the business of investing in securities of the type being offered; (b) each investor including subsequent purchasers) will be required to execute a letter acceptable to the Chief Financial Officer certifying that it is an Accredited Investor or an Institutional Investor who has undertaken its own investigation and is not relying on any representations of the Chief Financial Officer, the State or any Agency; (c) any disclosure documents prepared in connection with such assignment must include a legend to the effect that neither the Chief Financial Officer, the State nor any Agency has participated in preparation of the disclosure materials; and (d) Lender must agree to indemnify the Chief Financial Officer, the State and the Agency against any third party claims arising as a result of such assignment.

b) Assignment and Subleasing by Agency. Agency may transfer or assign this Agreement and its rights and obligations herein to a successor agency or purchaser of the buildings or an interest therein that is an agency of the State of Florida provided that no assignment or sublease shall be made which would impair the exclusion from gross income of interest on the loan and provided further that no such assignment of this Agreement shall be permitted without the prior written consent of the Florida Chief Financial Officer (CFO), which consent shall not be unreasonably withheld or delayed. If the CFO agrees to such assignment in writing then the liability associated with the loan will transfer to the assignee agency. Otherwise, neither this Agreement nor any Equipment may be sold, assigned, subleased, transferred, pledged or mortgaged by Agency to any person without the prior written consent of each of the Lender and the CFO, which respective consents shall not be unreasonably withheld or delayed.

c) All terms and provisions of this Agreement shall be binding upon and inure for the benefit of the parties hereto, and their successors and assigns and legal representatives. Notwithstanding anything in paragraphs a) and b) of this Section 18, assignments in connection with a public offering of securities are prohibited.

d) The attached Exhibit C entitled "Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes on Public Entity Crimes" is hereby incorporated and made a part of this Agreement. Lender and any assignee of Lender must execute the attached Exhibit C.

19. Right of Inspection.

Subject to Agency's normal security provisions, Lender and its assigns shall have the right, upon reasonable prior notice to Agency and during Agency's regular business hours, to enter the premises where the Equipment is located to inspect the Equipment and to observe its use and operation. Neither Lender nor its assigns shall be required to sign a waiver of liability or to agree to other restrictions as a condition of exercising this right.

20. Events of Default.

The following are Events of Default under this Agreement:

a) Failure by Agency to pay any Payment or other payment required to be paid when due and the continuation of said failure for a period of ten (10) days after such due date (other than by reason of Non-Appropriation).

b) Failure by Agency to maintain insurance as required by Section 11 so as to include such Equipment; or failure by either party to comply with another covenant or agreement herein and the continuation of said failure for a period of thirty (30) days.

c) Either party initiates a proceeding in any court, seeking liquidation, reorganization, debt arrangement, dissolution, winding up, appointment of trustee, receiver, custodian, or the like for substantially all of its assets, and such case or proceeding shall continue undismissed, unstayed and in effect for a period of 60 consecutive days; or an order for relief shall be entered in an involuntary case under the federal bankruptcy laws or other similar laws now or hereafter in effect.

21. Remedies.

Whenever any Event of Default defined in Section 20 hereof shall have occurred, the party not in default shall have the right, at its option and without any further demand, to take one or any combination of the following remedial steps:

a) Lender, with or without terminating this Agreement, may declare all Payments due or to become due with respect to such defaulted Agreement during the Fiscal Year in effect when the default occurs to be immediately due and payable by Agency, whereupon such Payments shall be immediately due and payable. In the event Lender makes such declaration it shall be pursuant to a writing delivered to Agency and, if Agency is a State Agency, also to the Chief Financial Officer (CFO).

b) Lender, with or without terminating this Agreement, may by written notice to Agency, and, if Agency is a State Agency, also to the Chief Financial Officer (CFO), request that Agency, within thirty (30) days of such written notice, cause all Equipment subject to the defaulted Agreement the Equipment (together with all documents necessary to transfer legal and beneficial title thereto to Lender) to be delivered to Lender or Lender's designee at a place in the State designated by Lender in accordance with this Section 21(b). If Agency fails or refuses to voluntarily transfer such Equipment to Lender as herein provided, to the extent permitted by law, Lender shall have the right to obtain a judgment against Agency from Legally Available Funds for compensatory damages in the amount of the then applicable Prepayment Price as shown on the applicable Exhibit A. If the Equipment or any portion of it has been destroyed or damaged beyond repair, Agency shall pay the applicable Prepayment Price of the damaged or destroyed Equipment as set forth in the Payment Schedule relating thereto to Lender only to the extent not paid to Lender by insurance obtained by Agency in accordance with Section 11 hereof.

c) If Lender terminates this Agreement and, in its discretion, takes possession and disposes of the Equipment or any portion thereof, Lender shall apply the proceeds of any such disposition to pay the following items in the following order: (i) reasonable costs (including, but not limited to, reasonable and necessary attorneys' fees) incurred in securing possession of the Equipment; (ii) reasonable expenses incurred in completing the disposition; (iii) any sales or transfer taxes; (iv) the balance of any Payments owed by Agency on such defaulted Agreement during the Fiscal Year then in effect and (v) the applicable Principal Balances of the Equipment. Any disposition proceeds remaining after the requirements of Clauses (i), (ii), (iii), (iv) and (v) have been met shall be paid into the Treasury of the governing body of the Agency.

d) Following an Event of Default hereunder and upon failure of Agency to voluntarily comply with Section 21 (b), Lender shall have whatever rights and remedies are available at law, if any, against Agency's Legally Available Funds. Lender and Agency agree that there is no intention to create under this Agreement a right in Lender to dispossess Agency involuntarily of the legal title to or the use of the Equipment. Lender hereby irrevocably waives any right to specific performance of Agency's covenant to transfer legal title to and return possession of the Equipment to Lender.

e) If the proceeds of sale of the items of returned Equipment are not sufficient to pay the balance of any Payments owed by Agency on this Agreement which Lender has declared to be in default during the Fiscal Year then in effect, Lender may pursue such other remedies as are available at law or in equity to collect the balance of such Payments from Agency's Legally Available Funds.

f) Following an Event of Default of Lender, Agency shall have the right to exercise and any all remedies at law or equity, or institute other proceedings, including, without limitation, bringing an action or actions from time to time for specific performance, and/or for the recovery of amounts due and unpaid and/or for damages;

22. Facility Closures.

The Agency shall use commercially reasonable efforts to give six months notice to Lender of Agency's closure or sale of an Agency-owned building that contains Equipment subject to the Agreement. This Financing Agreement shall terminate as to all Equipment Groups for Equipment in the Facility upon closure or sale. The Agency shall pay within 60 days thereafter, the remaining Principal and interest as to such Equipment Groups unless Lender agrees to an assignment of such Financing Agreement.

23. Public Record.

The Agency shall have the right to terminate this Agreement upon Lender's refusal to allow public access to all documents, papers, letters or other materials subject to the State Public Records Law, Chapter 119, Florida Statutes, and made or received by the Lender in conjunction herewith.

24. Notices.

All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered by receipted courier, or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the execution page hereof; provided that Lender and Agency, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent. The Contract Manager for this project will serve as liaison for the ongoing administration of this Agreement and the resolution of any problems related thereto. Any notice, demand or other communication required or permitted to be given under this Agreement shall be in writing and delivered or sent to the intended recipient at its address as follows:

If to Lender, to: Capital One Public Funding, LLC
 265 Broadhollow Road
 City: Melville
 State/ZIP: NY 11747
 Phone: 631-531-2824
 Fax: 631-298-2332

If to Company, to: Attn.: Jose Miranda
 700 Universe Blvd
 City: Juno Beach
 State/ZIP: FL 33408
 Phone: 561-681-7441
 Fax: 561-681-7611

If to the Agency, to: Steve Grizzard, Chief Bureau of Facility Services
 Contract Manager
 2601 Blair Stone Road
 City: Tallahassee
 State/ZIP: FL 32399-2500
 Phone: 850-922-3945
 Fax: 850-922-0027

If to the Chief Financial
 Officer (CFO) (where
 applicable ref

State Agencies): Attn.: Mike Rutherford, Financial Administrator
 Division of Accounting and Auditing
 Department of Financial Services
 200 E. Gaines St.
 City: Tallahassee
 State/ZIP: FL 32399-0353

25. Entire Agreement, Changes and Modifications.

This Agreement (including the attachments hereto) constitute the entire agreement between Lender and Agency with respect to the Equipment and the subject matter hereof. Additions, deletions and modifications to this Agreement may be made upon the mutual written agreement signed by both Lender and Agency, and, subject to the agreement of Agency, such additions may include proposals from Company for additional project development agreement schedules, equipment and services. In the event of conflict between the terms and conditions of the various documents, the terms and conditions of this Agreement shall prevail over the provisions of the attachments.

26. Additional Terms.

a) Agency's Performance. Any failure of Lender to require strict performance by Agency, or any waiver by Lender of any requirement under this Agreement, does not consent to or waive any subsequent failure or breach by Agency.

b) Severability. If any provision of this Agreement is or becomes invalid under any applicable law, that provision shall not apply, but the remaining provisions shall apply as written.

c) Captions. The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement.

d) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida.

e) Survival. The party's obligations and liabilities provided for in under this Agreement, which by their nature would continue beyond the expiration or termination of this agreement shall continue in full force and effect notwithstanding the expiration or termination of this Agreement. Any provisions of this Contract that impose continuing obligations on the parties including the parties' respective warranty, indemnity, ownership, remedies, termination assistance, public records and confidentiality obligations, as well as any other Sections so noted, shall survive the expiration or termination of this Contract for any reason.

f) Further Assurances and Corrective Instruments. Lender and Agency agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment or for otherwise carrying out the expressed intention of this Agreement, including, without limitation, Agency certificates of acceptance and/or legal opinion substantially in the form of Exhibits D and E hereto.

g) Financial Information. Agency will provide Lender with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Agency to continue this Agreement as may be reasonably requested by Lender.

h) Interest; Usury. The Interest component of the Payments shall not, as of each respective Commencement Date, exceed the rate computed by adding 150 basis points to The Bond Buyer "20 Bond Index" published immediately preceding the first day of the calendar month in which the Agreement is submitted to the Chief Financial Officer (CFO) for pre-audit review and approval, in accordance with the provisions of Sections 287.063 or 489.145, Florida Statutes, as applicable from time to time. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary herein or in any Exhibit A or B, in no

event shall this Agreement hereunder require the payment or permit the collection of Interest or any amount in the nature of Interest or fees in excess of the maximum amount permitted by applicable law. Any such excess Interest or fees shall first be applied to reduce Principal, and when no Principal remains, refunded to Agency.

i) Statutory Notices. The Agency shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Agreement. An entity or affiliate who has been placed on the public entity crimes list or the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity pursuant to limitations under Chapter 287, Florida Statutes.

The Lender warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Lender to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Lender any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the Agency shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

j) Counterparts. This Agreement may be executed in several counterparts, each or which when executed shall be deemed to be an original, but all together shall constitute but one and the same instrument; provided, however, that only one counterpart shall constitute the original for purposes of the sale or transfer of this Agreement.

k) Statutory rights. Notwithstanding anything herein to the contrary, in accordance with the provisions of Section 489.145, Florida Statutes, Lender is not granted rights or privileges that exceed the rights and privileges available to the guaranteed energy performance savings contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers as of the date last executed.

Agency: State of Florida, Department of Corrections

By: 

[Signature]

Title: Deputy Secretary

Date: April 21, 2010

Address: 2601 Blair Stone Rd,
Tallahassee, FL, 32399
Telephone: 850-410-4223

Lender: Capital One Public Funding, LLC

By: 

[Signature]

Title: Senior Vice President

Date: April 21, 2010

Address: 265 Broadhollow Road,
Melville, NY 11747
Telephone: 631-531-2824

CHECKLIST

1. **Equipment Description:** The Equipment to be financed by Lender under this Agreement is described in Exhibit B.
2. **Equipment Location:** The location where the Equipment is to be located or installed is described in Exhibit B.
3. **Commencement Date (from which interest begins to accrue):** April 21, 2010.
4. **Fiscal Year:** Agency's current Fiscal Year extends from July 1, 2009 to June 30, 2010.
5. **Essential Used Source of Funding:** Agency's present intention is to make the Payments for the Initial Term and all Renewal Terms as long as it has Legally Available Funds. In that regard, Agency represents that (a) the use and operation of the Equipment is essential to its proper, efficient and economic governmental operation and the intended use of the Equipment is to maintain an acceptable building: See Appendix B. Agency does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Payment (including Payments due during all Renewal Terms) scheduled to be paid under this Schedule. Agency's source of funds for the Payments hereunder is Department of Corrections Operating Fund.
6. **Effective Date:** April 21, 2010.
7. **Purchase Price:** \$13,943,822.15
8. **Payments:** As payment for the Equipment described in the Schedule to which this Attachment is attached. Agency agrees to pay Lender or its assigns, beginning on November 1, 2011, and on the same day of each period indicated below during the term, the Payments as set forth on Exhibit A.

EXHIBIT A

Payment Schedule

Principal Amount: \$13,943,822.15

Interest Rate: 5.25%

Commencement Date: April 21, 2010

Date	Payment	Interest		Payment of Current Interest	Payment of Compounded Interest	Payment of Principal	Total Debt Service Paid	Cumulative Compounded Interest	Principal Balance	Prepayment Price
		Accrued	5.250%							
10/1/2011		1,057,406.51		-	-	-	-	1,057,406.51	13,943,822.15	No Call
11/1/2011	120,591.54	65,630.38	54,961.16	65,630.38	54,961.16	-	120,591.54	1,002,445.55	13,943,822.15	No Call
12/1/2011	120,591.54	65,389.92	55,201.62	65,389.92	55,201.62	-	120,591.54	947,243.73	13,943,822.15	No Call
1/1/2012	120,591.54	65,148.41	55,443.13	65,148.41	55,443.13	-	120,591.54	891,800.60	13,943,822.15	No Call
2/1/2012	120,591.54	64,905.85	55,685.69	64,905.85	55,685.69	-	120,591.54	836,114.91	13,943,822.15	No Call
3/1/2012	120,591.54	64,662.22	55,929.32	64,662.22	55,929.32	-	120,591.54	780,185.59	13,943,822.15	No Call
4/1/2012	120,591.54	64,417.53	56,174.01	64,417.53	56,174.01	-	120,591.54	724,011.58	13,943,822.15	No Call
5/1/2012	120,591.54	64,171.77	56,419.77	64,171.77	56,419.77	-	120,591.54	667,591.81	13,943,822.15	No Call
6/1/2012	120,591.54	63,924.94	56,666.60	63,924.94	56,666.60	-	120,591.54	610,925.21	13,943,822.15	No Call
7/1/2012	120,591.54	63,677.02	56,914.52	63,677.02	56,914.52	-	120,591.54	554,010.69	13,943,822.15	No Call
8/1/2012	120,591.54	63,428.02	57,163.52	63,428.02	57,163.52	-	120,591.54	496,847.17	13,943,822.15	No Call
9/1/2012	120,591.54	63,177.93	57,413.61	63,177.93	57,413.61	-	120,591.54	439,433.56	13,943,822.15	No Call
10/1/2012	120,591.54	62,926.74	57,664.80	62,926.74	57,664.80	-	120,591.54	381,768.76	13,943,822.15	No Call
11/1/2012	120,591.54	62,674.46	57,917.08	62,674.46	57,917.08	-	120,591.54	323,851.68	13,943,822.15	No Call
12/1/2012	120,591.54	62,421.07	58,170.47	62,421.07	58,170.47	-	120,591.54	265,681.21	13,943,822.15	No Call
1/1/2013	120,591.54	62,166.58	58,424.96	62,166.58	58,424.96	-	120,591.54	207,256.25	13,943,822.15	No Call
2/1/2013	120,591.54	61,910.97	58,680.57	61,910.97	58,680.57	-	120,591.54	148,575.68	13,943,822.15	No Call
3/1/2013	120,591.54	61,654.24	58,937.30	61,654.24	58,937.30	-	120,591.54	89,638.38	13,943,822.15	No Call
4/1/2013	120,591.54	61,396.39	59,195.15	61,396.39	59,195.15	-	120,591.54	30,443.23	13,943,822.15	No Call
5/1/2013	120,591.54	61,137.41	30,443.23	61,137.41	30,443.23	29,010.90	120,591.54	-	13,914,811.25	No Call

6/1/2013	120,591.54	60,877.30	-	59,714.24	120,591.54	-	13,855,097.01	No Call
7/1/2013	120,591.54	60,616.05	-	59,975.49	120,591.54	-	13,795,121.52	No Call
8/1/2013	120,591.54	60,353.66	-	60,237.88	120,591.54	-	13,734,883.64	No Call
9/1/2013	120,591.54	60,090.12	-	60,501.42	120,591.54	-	13,674,382.22	No Call
10/1/2013	120,591.54	59,825.42	-	60,766.12	120,591.54	-	13,613,616.10	No Call
11/1/2013	120,591.54	59,559.57	-	61,031.97	120,591.54	-	13,552,584.13	No Call
12/1/2013	120,591.54	59,292.56	-	61,298.98	120,591.54	-	13,491,285.15	No Call
1/1/2014	120,591.54	59,024.37	-	61,567.17	120,591.54	-	13,429,717.98	No Call
2/1/2014	120,591.54	58,755.02	-	61,836.52	120,591.54	-	13,367,881.46	No Call
3/1/2014	120,591.54	58,484.48	-	62,107.06	120,591.54	-	13,305,774.40	No Call
4/1/2014	120,591.54	58,212.76	-	62,378.78	120,591.54	-	13,243,395.62	No Call
5/1/2014	120,591.54	57,939.86	-	62,651.68	120,591.54	-	13,180,743.94	No Call
6/1/2014	120,591.54	57,665.75	-	62,925.79	120,591.54	-	13,117,818.15	No Call
7/1/2014	120,591.54	57,390.45	-	63,201.09	120,591.54	-	13,054,617.06	No Call
8/1/2014	120,591.54	57,113.95	-	63,477.59	120,591.54	-	12,991,139.47	No Call
9/1/2014	120,591.54	56,836.24	-	63,755.30	120,591.54	-	12,927,384.17	No Call
10/1/2014	120,591.54	56,557.31	-	64,034.23	120,591.54	-	12,863,349.94	No Call
11/1/2014	120,591.54	56,277.16	-	64,314.38	120,591.54	-	12,799,035.56	No Call
12/1/2014	120,591.54	55,995.78	-	64,595.76	120,591.54	-	12,734,439.80	No Call
1/1/2015	120,591.54	55,713.17	-	64,878.37	120,591.54	-	12,669,561.43	No Call
2/1/2015	120,591.54	55,429.33	-	65,162.21	120,591.54	-	12,604,399.22	No Call
3/1/2015	120,591.54	55,144.25	-	65,447.29	120,591.54	-	12,538,951.93	No Call
4/1/2015	120,591.54	54,857.91	-	65,733.63	120,591.54	-	12,473,218.30	No Call
5/1/2015	120,591.54	54,570.33	-	66,021.21	120,591.54	-	12,407,197.09	No Call
6/1/2015	120,591.54	54,281.49	-	66,310.05	120,591.54	-	12,340,887.04	No Call
7/1/2015	120,591.54	53,991.38	-	66,600.16	120,591.54	-	12,274,286.88	No Call
8/1/2015	120,591.54	53,700.01	-	66,891.53	120,591.54	-	12,207,395.35	No Call
9/1/2015	120,591.54	53,407.35	-	67,184.19	120,591.54	-	12,140,211.16	No Call
10/1/2015	120,591.54	53,113.42	-	67,478.12	120,591.54	-	12,072,733.04	No Call
11/1/2015	120,591.54	52,818.21	-	67,773.33	120,591.54	-	12,004,959.71	No Call
12/1/2015	120,591.54	52,521.70	-	68,069.84	120,591.54	-	11,936,889.87	No Call

1/1/2016	120,591.54	52,223.89	52,223.89	-	68,367.65	120,591.54	-	11,868,522.22	No Call
2/1/2016	120,591.54	51,924.78	51,924.78	-	68,666.76	120,591.54	-	11,799,855.46	No Call
3/1/2016	120,591.54	51,624.37	51,624.37	-	68,967.17	120,591.54	-	11,730,888.29	No Call
4/1/2016	120,591.54	51,322.64	51,322.64	-	69,268.90	120,591.54	-	11,661,619.39	No Call
5/1/2016	120,591.54	51,019.58	51,019.58	-	69,571.96	120,591.54	-	11,592,047.43	No Call
6/1/2016	120,591.54	50,715.21	50,715.21	-	69,876.33	120,591.54	-	11,522,171.10	No Call
7/1/2016	120,591.54	50,409.50	50,409.50	-	70,182.04	120,591.54	-	11,451,989.06	No Call
8/1/2016	120,591.54	50,102.45	50,102.45	-	70,489.09	120,591.54	-	11,381,499.97	No Call
9/1/2016	120,591.54	49,794.06	49,794.06	-	70,797.48	120,591.54	-	11,310,702.49	No Call
10/1/2016	120,591.54	49,484.32	49,484.32	-	71,107.22	120,591.54	-	11,239,595.27	No Call
11/1/2016	120,591.54	49,173.23	49,173.23	-	71,418.31	120,591.54	-	11,168,176.96	No Call
12/1/2016	120,591.54	48,860.77	48,860.77	-	71,730.77	120,591.54	-	11,096,446.19	No Call
1/1/2017	120,591.54	48,546.95	48,546.95	-	72,044.59	120,591.54	-	11,024,401.60	No Call
2/1/2017	120,591.54	48,231.76	48,231.76	-	72,359.78	120,591.54	-	10,952,041.82	No Call
3/1/2017	120,591.54	47,915.18	47,915.18	-	72,676.36	120,591.54	-	10,879,365.46	No Call
4/1/2017	120,591.54	47,597.22	47,597.22	-	72,994.32	120,591.54	-	10,806,371.14	No Call
5/1/2017	120,591.54	47,277.87	47,277.87	-	73,313.67	120,591.54	-	10,733,057.47	No Call
6/1/2017	120,591.54	46,957.13	46,957.13	-	73,634.41	120,591.54	-	10,659,423.06	No Call
7/1/2017	120,591.54	46,634.98	46,634.98	-	73,956.56	120,591.54	-	10,585,466.50	No Call
8/1/2017	120,591.54	46,311.42	46,311.42	-	74,280.12	120,591.54	-	10,511,186.38	No Call
9/1/2017	120,591.54	45,986.44	45,986.44	-	74,605.10	120,591.54	-	10,436,581.28	No Call
10/1/2017	120,591.54	45,660.04	45,660.04	-	74,931.50	120,591.54	-	10,361,649.78	No Call
11/1/2017	120,591.54	45,332.22	45,332.22	-	75,259.32	120,591.54	-	10,286,390.46	No Call
12/1/2017	120,591.54	45,002.96	45,002.96	-	75,588.58	120,591.54	-	10,210,801.88	No Call
1/1/2018	120,591.54	44,672.26	44,672.26	-	75,919.28	120,591.54	-	10,134,882.60	No Call
2/1/2018	120,591.54	44,340.11	44,340.11	-	76,251.43	120,591.54	-	10,058,631.17	No Call
3/1/2018	120,591.54	44,006.51	44,006.51	-	76,585.03	120,591.54	-	9,982,046.14	No Call
4/1/2018	120,591.54	43,671.45	43,671.45	-	76,920.09	120,591.54	-	9,905,126.05	No Call
5/1/2018	120,591.54	43,334.93	43,334.93	-	77,256.61	120,591.54	-	9,827,869.44	No Call
6/1/2018	120,591.54	42,996.93	42,996.93	-	77,594.61	120,591.54	-	9,750,274.83	No Call
7/1/2018	120,591.54	42,657.45	42,657.45	-	77,934.09	120,591.54	-	9,672,340.74	No Call

8/1/2018	120,591.54	42,316.49	-	78,275.05	120,591.54	-	9,594,065.69	No Call
9/1/2018	120,591.54	41,974.04	-	78,617.50	120,591.54	-	9,515,448.19	No Call
10/1/2018	120,591.54	41,630.09	-	78,961.45	120,591.54	-	9,436,486.74	No Call
11/1/2018	120,591.54	41,284.63	-	79,306.91	120,591.54	-	9,357,179.83	No Call
12/1/2018	120,591.54	40,937.66	-	79,653.88	120,591.54	-	9,277,525.95	No Call
1/1/2019	120,591.54	40,589.18	-	80,002.36	120,591.54	-	9,197,523.59	No Call
2/1/2019	120,591.54	40,239.17	-	80,352.37	120,591.54	-	9,117,171.22	No Call
3/1/2019	120,591.54	39,887.62	-	80,703.92	120,591.54	-	9,036,467.30	No Call
4/1/2019	120,591.54	39,534.54	-	81,057.00	120,591.54	-	8,955,410.30	No Call
5/1/2019	120,591.54	39,179.92	-	81,411.62	120,591.54	-	8,873,998.68	No Call
6/1/2019	120,591.54	38,823.74	-	81,767.80	120,591.54	-	8,792,230.88	No Call
7/1/2019	120,591.54	38,466.01	-	82,125.53	120,591.54	-	8,710,105.35	No Call
8/1/2019	120,591.54	38,106.71	-	82,484.83	120,591.54	-	8,627,620.52	No Call
9/1/2019	120,591.54	37,745.84	-	82,845.70	120,591.54	-	8,544,774.82	No Call
10/1/2019	120,591.54	37,383.39	-	83,208.15	120,591.54	-	8,461,566.67	No Call
11/1/2019	120,591.54	37,019.35	-	83,572.19	120,591.54	-	8,377,994.48	No Call
12/1/2019	120,591.54	36,653.73	-	83,937.81	120,591.54	-	8,294,056.67	No Call
1/1/2020	120,591.54	36,286.50	-	84,305.04	120,591.54	-	8,209,751.63	No Call
2/1/2020	120,591.54	35,917.66	-	84,673.88	120,591.54	-	8,125,077.75	No Call
3/1/2020	120,591.54	35,547.22	-	85,044.32	120,591.54	-	8,040,033.43	No Call
4/1/2020	120,591.54	35,175.15	-	85,416.39	120,591.54	-	7,954,617.04	No Call
5/1/2020	120,591.54	34,801.45	-	85,790.09	120,591.54	-	7,868,826.95	No Call
6/1/2020	120,591.54	34,426.12	-	86,165.42	120,591.54	-	7,782,661.53	No Call
7/1/2020	120,591.54	34,049.14	-	86,542.40	120,591.54	-	7,696,119.13	No Call
8/1/2020	120,591.54	33,670.52	-	86,921.02	120,591.54	-	7,609,198.11	No Call
9/1/2020	120,591.54	33,290.24	-	87,301.30	120,591.54	-	7,521,896.81	No Call
10/1/2020	120,591.54	32,908.30	-	87,683.24	120,591.54	-	7,434,213.57	No Call
11/1/2020	120,591.54	32,524.68	-	88,066.86	120,591.54	-	7,346,146.71	No Call
12/1/2020	120,591.54	32,139.39	-	88,452.15	120,591.54	-	7,257,694.56	No Call
1/1/2021	120,591.54	31,752.41	-	88,839.13	120,591.54	-	7,168,855.43	No Call
2/1/2021	120,591.54	31,363.74	-	89,227.80	120,591.54	-	7,079,627.63	No Call

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3/1/2021	120,591.54	30,973.37	-	89,618.17	120,591.54	-	6,990,009.46	No Call
4/1/2021	120,591.54	30,581.29	-	90,010.25	120,591.54	-	6,899,999.21	No Call
5/1/2021	120,591.54	30,187.50	-	90,404.04	120,591.54	-	6,809,595.17	No Call
6/1/2021	120,591.54	29,791.98	-	90,799.56	120,591.54	-	6,718,795.61	No Call
7/1/2021	120,591.54	29,394.73	-	91,196.81	120,591.54	-	6,627,598.80	No Call
8/1/2021	120,591.54	28,995.74	-	91,595.80	120,591.54	-	6,536,003.00	No Call
9/1/2021	120,591.54	28,595.01	-	91,996.53	120,591.54	-	6,444,006.47	No Call
10/1/2021	120,591.54	28,192.53	-	92,399.01	120,591.54	-	6,351,607.46	No Call
11/1/2021	120,591.54	27,788.28	-	92,803.26	120,591.54	-	6,258,804.20	No Call
12/1/2021	120,591.54	27,382.27	-	93,209.27	120,591.54	-	6,165,594.93	No Call
1/1/2022	120,591.54	26,974.48	-	93,617.06	120,591.54	-	6,071,977.87	No Call
2/1/2022	120,591.54	26,564.90	-	94,026.64	120,591.54	-	5,977,951.23	No Call
3/1/2022	120,591.54	26,153.54	-	94,438.00	120,591.54	-	5,883,513.23	No Call
4/1/2022	120,591.54	25,740.37	-	94,851.17	120,591.54	-	5,788,662.06	No Call
5/1/2022	120,591.54	25,325.40	-	95,266.14	120,591.54	-	5,693,395.92	No Call
6/1/2022	120,591.54	24,908.61	-	95,682.93	120,591.54	-	5,597,712.99	No Call
7/1/2022	120,591.54	24,489.99	-	96,101.55	120,591.54	-	5,501,611.44	No Call
8/1/2022	120,591.54	24,069.55	-	96,521.99	120,591.54	-	5,405,089.45	No Call
9/1/2022	120,591.54	23,647.27	-	96,944.27	120,591.54	-	5,308,145.18	No Call
10/1/2022	120,591.54	23,223.14	-	97,368.40	120,591.54	-	5,210,776.78	No Call
11/1/2022	120,591.54	22,797.15	-	97,794.39	120,591.54	-	5,112,982.39	No Call
12/1/2022	120,591.54	22,369.30	-	98,222.24	120,591.54	-	5,014,760.15	No Call
1/1/2023	120,591.54	21,939.58	-	98,651.96	120,591.54	-	4,916,108.19	No Call
2/1/2023	120,591.54	21,507.97	-	99,083.57	120,591.54	-	4,817,024.62	No Call
3/1/2023	120,591.54	21,074.48	-	99,517.06	120,591.54	-	4,717,507.56	No Call
4/1/2023	120,591.54	20,639.10	-	99,952.44	120,591.54	-	4,617,555.12	No Call
5/1/2023	120,591.54	20,201.80	-	100,389.74	120,591.54	-	4,517,165.38	No Call
6/1/2023	120,591.54	19,762.60	-	100,828.94	120,591.54	-	4,416,336.44	No Call
7/1/2023	120,591.54	19,321.47	-	101,270.07	120,591.54	-	4,315,066.37	No Call
8/1/2023	120,591.54	18,878.42	-	101,713.12	120,591.54	-	4,213,353.25	No Call
9/1/2023	120,591.54	18,433.42	-	102,158.12	120,591.54	-	4,111,195.13	No Call

5

10/1/2023	120,591.54	17,986.48	-	102,605.06	120,591.54	-	4,008,590.07
11/1/2023	120,591.54	17,537.58	-	103,053.96	120,591.54	-	3,905,536.11
12/1/2023	120,591.54	17,086.72	-	103,504.82	120,591.54	-	3,802,031.29
1/1/2024	120,591.54	16,633.89	-	103,957.65	120,591.54	-	3,698,073.64
2/1/2024	120,591.54	16,179.07	-	104,412.47	120,591.54	-	3,593,661.17
3/1/2024	120,591.54	15,722.27	-	104,869.27	120,591.54	-	3,488,791.90
4/1/2024	120,591.54	15,263.46	-	105,328.08	120,591.54	-	3,383,463.82
5/1/2024	120,591.54	14,802.65	-	105,788.89	120,591.54	-	3,277,674.93
6/1/2024	120,591.54	14,339.83	-	106,251.71	120,591.54	-	3,171,423.22
7/1/2024	120,591.54	13,874.98	-	106,716.56	120,591.54	-	3,064,706.66
8/1/2024	120,591.54	13,408.09	-	107,183.45	120,591.54	-	2,957,523.21
9/1/2024	120,591.54	12,939.16	-	107,652.38	120,591.54	-	2,849,870.83
10/1/2024	120,591.54	12,468.18	-	108,123.36	120,591.54	-	2,741,747.47
11/1/2024	120,591.54	11,995.15	-	108,596.39	120,591.54	-	2,633,151.08
12/1/2024	120,591.54	11,520.04	-	109,071.50	120,591.54	-	2,524,079.58
1/1/2025	120,591.54	11,042.85	-	109,548.69	120,591.54	-	2,414,530.89
2/1/2025	120,591.54	10,563.57	-	110,027.97	120,591.54	-	2,304,502.92
3/1/2025	120,591.54	10,082.20	-	110,509.34	120,591.54	-	2,193,993.58
4/1/2025	120,591.54	9,598.72	-	110,992.82	120,591.54	-	2,083,000.76
5/1/2025	120,591.54	9,113.13	-	111,478.41	120,591.54	-	1,971,522.35
6/1/2025	120,591.54	8,625.41	-	111,966.13	120,591.54	-	1,859,556.22
7/1/2025	120,591.54	8,135.56	-	112,455.98	120,591.54	-	1,747,100.24
8/1/2025	120,591.54	7,643.56	-	112,947.98	120,591.54	-	1,634,152.26
9/1/2025	120,591.54	7,149.42	-	113,442.12	120,591.54	-	1,520,710.14
10/1/2025	120,591.54	6,653.11	-	113,938.43	120,591.54	-	1,406,771.71
11/1/2025	120,591.54	6,154.63	-	114,436.91	120,591.54	-	1,292,334.80
12/1/2025	120,591.54	5,653.96	-	114,937.58	120,591.54	-	1,177,397.22
1/1/2026	120,591.54	5,151.11	-	115,440.43	120,591.54	-	1,061,956.79
2/1/2026	120,591.54	4,646.06	-	115,945.48	120,591.54	-	946,011.31
3/1/2026	120,591.54	4,138.80	-	116,452.74	120,591.54	-	829,558.57
4/1/2026	120,591.54	3,629.32	-	116,962.22	120,591.54	-	712,596.35

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5/1/2026	120,591.54	3,117.61	-	117,473.93	120,591.54	-	595,122.42
6/1/2026	120,591.54	2,603.66	-	117,987.88	120,591.54	-	477,134.54
7/1/2026	120,591.54	2,087.46	-	118,504.08	120,591.54	-	358,630.46
8/1/2026	120,591.54	1,569.01	-	119,022.53	120,591.54	-	239,607.93
9/1/2026	120,591.54	1,048.28	-	119,543.26	120,591.54	-	120,064.67
10/1/2026	120,589.95	525.28	-	120,064.67	120,589.95	-	0.00

Totals 21,706,475.61 7,762,653.46 1,057,406.51 13,943,822.15 21,706,475.61

Agency: State of Florida, Department of Corrections

By:  [Signature]

Title: Deputy Secretary

**SIGN
HERE**

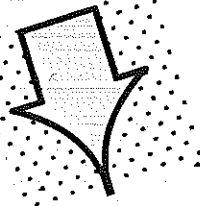


EXHIBIT B

Schedule of Equipment

A. EQUIPMENT LOCATION

The Equipment will be located at one or more of the following addresses:

~~Central Florida Reception Center – Main Unit~~

7000 H C Kelley Rd.
Orlando, FL 32831
Contact: Hansell Bruce
Telephone: (407) 207-7400
ECM's on Water, Gas & Electric Only

~~Avon Park – Main Unit~~

County Road 64 East
Avon Park, FL 33826
Contact: Kenneth Collinsworth
Telephone: (863) 453-3174
ECM's on Water & Electric Only

Marion – Main Unit

3269 NW 105th Street
Lowell, FL 32663
Contact: Micheal Hensley
Telephone: (352) 401-6459
ECM's on Water, Gas & Electric Only

Marion – Work Camp

3269 NW 105th Street
Lowell, FL 32663
Contact: Micheal Hensley
Telephone: (352) 401-6459
ECM's on Water & Electric Only

Taylor – Main Unit

8501 Hampton Springs Road
Perry, FL 32348
Contact: William Lamb
Telephone: (850) 838-4060
ECM's on Water & Gas Only

Columbia – Main Unit

216 S.E. Corrections Way
Lake City, FL 32025
Contact: Dennis McQuay
Telephone: (386) 754-7537
ECM's on Water & Gas Only

Cross City – Main Unit

568 N.E. 255th Street
Cross City, Florida 32628
Contact: Jackie Valentine
Telephone: (352) 498-4488
ECM's on Water & Gas Only

Sumter – Main Unit

9544 County Road 476B
Bushnell, Florida 33513
Contact: Gary Woodard
Telephone: (352) 793-2525
ECM's on Water & Electric Only

Taylor CI, Annex

8501 Hampton Springs Rd
Perry, FL 32348
Contact: William Lamb
Telephone: (850) 838-4060
ECMs on Water & Gas Only

Central Florida Reception Ctr, East Unit

7000 HC Kelley Rd.
Orlando, FL 32831-2518
Contact: Hansell, Bruce
Telephone: (407) 207-7400
ECMs on Water, Gas & Electric Only

B. EQUIPMENT LIST

A complete equipment list is found within the appendices of the Department of Corrections Audit Report, Phase 3, March 3, 2009, by FPL Services, LLC as accepted by the Department of Corrections on June 5, 2009, which is incorporated as part of this contract as Appendix C. Specific Energy Conservation Measure equipment lists can be found therein as follows:

- Lighting Systems: Appendix C of the Audit Report
- ~~- Water Conservation and Control Systems: Appendix D of the Audit Report~~
- Mechanical Systems: Appendix E of the Audit Report
- Load Control and Rate Change Systems: Appendix F of the Audit Report

TOTAL Principal Balance
\$13,943,822.15

Less Reductions:

Discounts	\$0
Trade In	\$0
Initial Pmt.	\$0

Total Reductions
AMOUNT FINANCED

\$0
\$13,943,822.15

EXHIBIT C

"Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes on Public Entity Crimes"
 [see Sec. 18]

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
 OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to State of Florida, Department of Corrections
 [print name of the public entity]

by JONATHAN A. LEWIS SR. VICE PRESIDENT
 [print individual's name and title]
 for Capital One Public Funding, LLC
 [print name or entity submitting sworn statement]

whose business address is
 265 Broadhollow Road
 Melville, NY 11747

and (if applicable) its Federal Employer Identification Number (FEIN) is 11-2209667

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
 _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury Verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those

officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

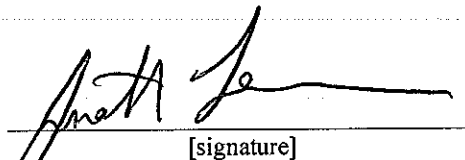
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

~~The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.~~

~~The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]~~

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH I (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



[signature]

Sworn to and subscribed before me this 13th day of April, 2010.

Personally known JONATHAN A. LEWIS

OR Produced identification _____
(type of identification)

Notary Public - State of NY
My Commission Expires: 12/8/2011


(Printed, typed or stamped
commissioned name of notary
public)

EDINA S. FIELDS
Notary Public, State of New York
No. 01F16102685
Qualified in Kings County Nassau
Commission Expires 12/08/2011 2011

EXHIBIT D
Certificate Of Acceptance

I, the undersigned, hereby certify that I am the duly qualified and acting official of the Agency identified below and, with respect to the Schedule of Equipment dated April 21, 2010, to the Financing Agreement (together with such Equipment Schedule, the "Agreement"), dated April 21, 2010, between Capital One Public Funding, LLC ("Lender"), and State of Florida, Department of Corrections ("Agency") that:

1. ~~The energy conservation equipment described in the above-referenced Schedule of Equipment has been delivered and installed in accordance with the Specifications, is in good working order and fully operational and has been fully and finally accepted by the Agency on or before the date indicated below.~~
2. Payments are due and payable by Agency to Lender in accordance with the Exhibit A (Payment Schedule) completed for the Equipment listed on the above-referenced Schedule of Equipment.

Agency: State of Florida, Department of Corrections

By: _____ [Signature]

Title: _____

Date: _____, 20__

EXHIBIT E
Form of Opinion of Agency Counsel

_____, 20___, [closing date]

[Lender's name and address]

Re: Financing Agreement, dated April 21, 2010, between Capital One Public Funding ("Lender") and State of Florida, Department of Corrections ("Agency"), and Schedule of Equipment thereto dated April 21, 2010.

Ladies and Gentlemen:

I have acted as counsel to the Agency with respect to the above-referenced Financing Agreement and Schedule of Equipment (together, the "Agreement") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreement. Terms capitalized herein but not defined herein have the meaning ascribed to them in the Agreement. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Agency is an agency of the State of Florida (the "State"), duly organized, existing and operating under the Constitution and laws of the State.
2. Agency is authorized and has power under applicable law to enter into the Agreement, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Agreement have been duly authorized, approved, executed and delivered by and on behalf of Agency, and are legal, valid and binding contracts of Agency enforceable in accordance with their terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights. The Agreement is third party financing of the Energy Savings Contract and both are in compliance with the requirements of the Act.
4. The authorization, approval and execution of the Agreement and all other proceedings of Agency relating to the transactions contemplated thereby have been performed in accordance with the Act and all open meeting, public records, public bidding and other applicable laws, rules and regulations.
5. The execution of the Agreement and the appropriation of moneys to pay the Payments coming due thereunder do not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Agency.
6. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Agency; the authority of Agency or its officers or its employees to enter into the Agreement; the proper authorization, approval and/or execution of the Agreement and other documents contemplated thereby; the appropriation of moneys to make Payments under the Agreement for the current fiscal year of Agency; or the ability of Agency otherwise to perform its obligations under the Agreement and the transactions contemplated thereby and, to the best of my knowledge, no such litigation or actions are threatened.
7. The equipment financed by the Agreement is personal property, and when used by the Agency will not be or become fixtures under the laws of the State of Florida.
8. Resolution No. _____ [authorization for this agreement] of the governing body of Agency was duly and validly adopted by such governing body [or other appropriate official action] on _____, 20___, has not been amended, supplemented or repealed and remains in full force and effect.
9. This opinion may be relied upon by assignees of Lender.

Very truly yours,

[signature, name and title]

Form PUR 7068 (Rev. 06/11/92)

EXHIBIT F
Form of Escrow Agreement

LESSOR:
CAPITAL ONE PUBLIC FUNDING, LLC
265 Broadhollow Road
Melville, NY 11747

ESCROW AGENT:
DEUTSCHE BANK NATIONAL TRUST COMPANY
6810 Crumpler Blvd, Suite 100
Olive Branch, MS 38654

LESSEE:
STATE OF FLORIDA, DEPARTMENT
OF CORRECTIONS
2601 Blair Stone Rd.
Tallahassee, FL 32399

THIS ESCROW AGREEMENT (this "Escrow Agreement") dated _____, 20__ is entered into by and among Capital One Public Funding, LLC ("Lessor"), State of Florida, Department of Corrections ("Lessee"), and Deutsche Bank National Trust Company (the "Escrow Agent").

Lessor and Lessee have heretofore entered into that certain Financing Agreement dated _____, 20__ (the "Agreement"). The Agreement contemplates that certain Equipment described therein (the "Equipment") is to be acquired from the vendor(s) or manufacturer(s) thereof.

After acceptance of the Equipment by Lessee, the Equipment is to be leased by Lessor to Lessee pursuant to the terms of the Agreement.

The Agreement contemplates that Lessor will deposit with the Escrow Agent cash in the amount of \$ _____, to be held in escrow by the Escrow Agent and applied on the express terms and conditions set forth herein. Such deposit, together with all interest and additions received with respect thereto (hereinafter, the "Escrow Fund"), is to be applied from time to time to pay the vendor(s) or manufacturer(s) of the Equipment its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee).

The parties desire to set forth the terms on which the escrow is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, the parties agree as follows:

1. The Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The Escrow Agent agrees that the Escrow Fund shall be held irrevocably in trust for the account and benefit of Lessee and Lessor and all interest earned with respect to the Escrow Fund shall accrue to the benefit of Lessee and shall be applied as expressly set forth herein.

To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instruments from time to time comprising the Escrow Fund, Lessor hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash and negotiable instruments on behalf of Lessor.

2. On such day as determined to the mutual satisfaction of the parties (the "Commencement Date"), Lessor shall deposit with the Escrow Agent cash in the amount of \$ _____ to be held by the Escrow Agent on the express terms and conditions set forth herein. The Escrow Agent agrees to accept the deposit of the Escrow Fund by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto in escrow on the express terms and conditions set forth herein.

3. The Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of the Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of the Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject

to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested by the Escrow Agent in such Qualified Investments (as hereinafter defined) in accordance with the written investment directions of Lessee, which directions shall be set forth in a letter attached hereto as Exhibit E-1. Interest or other amounts earned and received by the Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. No investment shall be made that would cause the Agreement to be deemed to be an arbitrage bond within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended.

For the purpose of this paragraph 4, the term "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations, the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; and (iv) money market funds, whose investment parameters target investments in securities as described above in points (i-iii); or such other investments permitted by a policy duly adopted by Lessee's governing body and approved by Lessor.

5. Lessor and Lessee hereby authorize the Escrow Agent to take the following actions with respect to the Escrow Fund:

a. The Escrow Agent may withdraw funds from the Account and forward such funds as directed by the Lessee or to the Lessee for, in either case, the Lessee to make incremental payment for each Equipment Group only after the Certificate of Acceptance has been received for such Equipment Group, Lessor and Lessee have approved such disbursement, and the Lessee has delivered to the Escrow Agent a disbursement request identifying the amount of the payment, and which has been approved by Lessor in writing. The Escrow Agent is acting in an administrative and not discretionary role. Escrow agent shall be obligated to act only in accordance with the terms and provisions herein. No disbursements shall be made from the Escrow Account except for the Equipment Groups that are operationally complete and functionally independent and which may be utilized by Lessee without regard to whether the balance of the Equipment Groups are delivered and accepted. Escrow Agent shall also withdraw funds from the Account at the times and in the amounts so directed by Lessee to make or make provision for payments to the Federal Government pursuant to applicable Federal arbitrage and rebate provisions of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations. It shall be the Lessee's responsibility to determine or cause to be determined the amount and timing of such payments or provisions for payment..

b. Investments of moneys in the Account shall be made in accordance with Chapter 17, Florida Statutes, with due regard for the times at which withdrawals are expected to be made. All income, interest and proceeds of such investment shall accrue to the Account, to be used for the lawful purposes thereof. Any amounts remaining in the Account after the final incremental payment for the Equipment Group, and after provision is made for all amounts payable to the Federal Government pursuant to paragraph 4 above, shall be applied to prepay the Payments due to Lessor under the Financing Agreement. The Lessee shall compensate Escrow Agent according to Section 17.61, Florida Statutes. Interest on the escrow balance thereafter shall be credited to the Lessee.

c. Within 15 days after the end of each month, and at such other times as Lessor, Lessee and the Escrow Agent agree, the Escrow Agent shall deliver to Lessor and Lessee a statement in reasonable detail (to the addresses shown below) showing, as of the date of such statement: (a) the amount of cash held in the Account and (c) the amount of earnings credited to the Account.

d. Until applied in accordance with the provisions hereof, moneys in the Account, except such amounts payable to the Federal Government pursuant to paragraph 4 above, shall be subject to a lien and charge in favor of the Lessor, as additional security for payment of all sums due to Lessor under the Financing Agreement, and Lessee hereby grants such lien to Lessor. If an event of a default or non-appropriation has occurred under the Financing Agreement, Lessor will first give the Lessee notice and an opportunity to cure. If Lessee fails to cure within thirty (30) days, Lessee will notify the Escrow Agent in writing that all moneys remaining in the account, except such amounts payable to the Federal Government pursuant to paragraph 4 above, shall immediately be paid to the Lessor, and Escrow Agent shall immediately pay such monies to Lessor. Any moneys paid over to the Lessor under this provision shall be credited against amounts owed to Lessor by Lessee.

6. The reasonable fees and expenses of the Escrow Agent incurred in connection herewith shall be the responsibility of Lessor and are herein defined as the sum of \$ _____, for escrow services as described herein; plus any extraordinary expenses incurred by the Escrow Agent at the request of Lessor or Lessee.

7. The Escrow Agent shall have no liability for acting upon any written instruction presented by Lessee and Lessor in connection with this Escrow Agreement which the Escrow Agent in good faith believes to be genuine. Furthermore, the Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own gross negligence, willful misconduct or bad faith. The Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investment decisions made pursuant to Section 4, Qualified Investments at the direction of Lessee.

8. The Lessee shall be liable in the place of the Escrow Agent, and Lessor shall indemnify and hold harmless and defend the Escrow Agent, from and against any and all claims, costs, expenses, damages and losses in connection with the performance by the Escrow Agent of its obligations under this Escrow Agreement, except any such claims, costs, expenses, damages and losses by the negligence or willful default of the Escrow Agent. No indemnification will be made under this Section or elsewhere in this Escrow Agreement for damages arising solely out of negligence, willful misconduct or bad faith by the Escrow Agent, its officers, agents, employees, successors or assigns.

9. The Escrow Agent may at any time resign by giving at least 30 days' prior written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of the successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by instrument in writing executed by Lessor and Lessee. Such notice shall set forth the effective date of the removal. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent.

Upon the effective date of resignation or removal, the Escrow Agent will transfer the Escrow Fund then held by it to the successor Escrow Agent selected by Lessor and Lessee.

10. This Escrow Agreement and the Escrow Fund established hereunder shall terminate upon receipt by the Escrow Agent of the written notice from Lessor specified in Section 5(b) or Section 5(c) hereof.

11. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other party at its respective address shown on page 1 of this Escrow Agreement or at such other address as such party shall from time to time designate in writing to the other parties; and shall be effective on the date of receipt.

12. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of the Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor and Lessee.

13. This Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

14. The Escrow Agent may employ agents, attorneys and accountants in connection with its duties hereunder and shall not be liable for any action taken or omitted in good faith in accordance with the advice of counsel, accountants or other skilled persons.

15. This Escrow Agreement shall be governed by and be construed and interpreted in accordance with the internal laws of the State of New York.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed under seal as of the day and year first above set forth.

LESSOR:

CAPITAL ONE PUBLIC FUNDING, LLC

By: _____

Name: Jonathan Lewis

Title: Senior Vice President

LESSEE:

STATE OF FLORIDA, DEPARTMENT OF CORRECTIONS

By: _____

Name: _____

Title: _____

ESCROW AGENT:

DEUTSCHE BANK NATIONAL TRUST COMPANY

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT E-1

INVESTMENT DIRECTION LETTER

Deutsche Bank National Trust Company
 6810 Crumpler Blvd, Suite 100
 Olive Branch, MS 38654

Re: Escrow Agreement dated _____, 20__, by and among Capital One Public Funding LLC, as Lessor, State of Florida, Department of Corrections, as Lessee, and Deutsche Bank National Trust Company, as Escrow Agent

Ladies and Gentlemen:

Pursuant to the above-referenced Escrow Agreement, \$_____ will be deposited in escrow with you on or about April 21, 2010. Such funds should be invested in Qualified Investments (as defined in the escrow agreement) as follows:

PLEASE CHECK DESIRED QUALIFIED INVESTMENTS:	AMOUNT OF INVESTMENT
1. <input type="checkbox"/> Direct general obligations of the United States of America;	\$
2. <input type="checkbox"/> Obligations – the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America;	\$
3. <input type="checkbox"/> General obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor;	\$
4. <input type="checkbox"/> Money market funds whose investment parameters target investments in securities as described above;	\$

UNLESS SPECIFIC DIRECTIONS ARE PROVIDED BY LESSEE (WHETHER ON THE DATE HEREOF OR UPON THE MATURITY OF INVESTMENTS), INVESTMENT SHALL BE MADE IN MONEY MARKET FUNDS AS DESCRIBED IN THE FOURTH CATEGORY ABOVE.

Very truly yours,

STATE OF FLORIDA, DEPARTMENT OF CORRECTIONS

By: _____

Name: _____

Title: _____

EXHIBIT E-2

CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST

Deutsche Bank National Trust Company (the "Escrow Agent"), as escrow agent under that certain Escrow Agreement dated _____, 20__ (the "Escrow Agreement"), by and among State of Florida, Department of Corrections ("Lessee"), Capital One Public Funding LLC ("Lessor") and the Escrow Agent, is hereby requested to pay from the Escrow Fund established and maintained thereunder, the amount set forth below to the named payee(s). ~~The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee).~~ The equipment described below is part or all of the Equipment listed in the Equipment Schedule to that certain Financing Agreement dated _____, 20__ (the "Agreement"), between Lessor and Lessee:

QUANTITY	DESCRIPTION OF UNITS OF EQUIPMENT	AMOUNT	PAYEE
----------	-----------------------------------	--------	-------

Lessee hereby certifies and represents to and agrees with Lessor as follows with respect to the Equipment described above: (i) the Equipment has been delivered and installed at the location(s) set forth in the Equipment Schedule; (ii) a present need exists for the Equipment which need is not temporary or expected to diminish in the near future; (iii) the Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (iv) the estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to the Equipment; (v) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate; (vi) the Equipment is covered by insurance in the types and amounts required by the Agreement; (vii) no Event of Default or nonappropriation, as such terms are defined in the Agreement, and no event which with the giving of notice or lapse of time or both, would become an Event of Default or nonappropriation, has occurred and is continuing on the date hereof; (viii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Agreement during Lessee's current fiscal year.

Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth in the Lease by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) Original Invoice(s); and/or (b) Copies of Certificate(s) of Origin, when applicable, designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing.

IF REQUEST IS FOR REIMBURSEMENT, CHECK HERE . Lessee paid an invoice prior to the commencement date identified in the Equipment Schedule and is requesting reimbursement for such payment, a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2 is hereby attached.

IF REQUEST IS FINAL REQUEST, CHECK HERE . Lessee hereby certifies that the items of Equipment described above, together with the items of Equipment described in and accepted by Certificates of Acceptance and Payment Requests previously filed by Lessee with Lessor constitutes all of the Equipment subject to the Equipment Schedule.

Date: _____

Approved:

Capital One Public Funding, LLC, as Lessor

State of Florida, Department of Corrections as Lessee

By: _____

By: _____

Name: Jonathan Lewis

Name: _____

Title: Senior Vice President

Title: _____

ESCROW AGREEMENT

LESSOR:
 CAPITAL ONE PUBLIC FUNDING, LLC
 265 Broadhollow Road
 Melville, NY 11747

ESCROW AGENT:
 DEUTSCHE BANK NATIONAL TRUST COMPANY
 6810 Crumpler Blvd, Suite 100
 Olive Branch, MS 38654

LESSEE:
 STATE OF FLORIDA, DEPARTMENT
 OF CORRECTIONS
 2601 Blair Stone Rd.
 Tallahassee, FL 32399

THIS ESCROW AGREEMENT (this "Escrow Agreement") dated April 21, 2010 is entered into by and among Capital One Public Funding, LLC ("Lessor"), State of Florida, Department of Corrections ("Lessee"), and Deutsche Bank National Trust Company (the "Escrow Agent").

Lessor and Lessee have heretofore entered into that certain Financing Agreement dated April 21, 2010 (the "Agreement"). The Agreement contemplates that certain Equipment described therein (the "Equipment") is to be acquired from the vendor(s) or manufacturer(s) thereof.

After acceptance of the Equipment by Lessee, the Equipment is to be leased by Lessor to Lessee pursuant to the terms of the Agreement.

The Agreement contemplates that Lessor will deposit with the Escrow Agent cash in the amount of \$13,943,822.15, to be held in escrow by the Escrow Agent and applied on the express terms and conditions set forth herein. Such deposit, together with all interest and additions received with respect thereto (hereinafter, the "Escrow Fund"), is to be applied from time to time to pay the vendor(s) or manufacturer(s) of the Equipment its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee).

The parties desire to set forth the terms on which the escrow is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, the parties agree as follows:

1. The Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The Escrow Agent agrees that the Escrow Fund shall be held irrevocably in trust for the account and benefit of Lessee and Lessor and all interest earned with respect to the Escrow Fund shall accrue to the benefit of Lessee and shall be applied as expressly set forth herein.

To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instruments from time to time comprising the Escrow Fund, Lessor hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash and negotiable instruments on behalf of Lessor.

2. On such day as determined to the mutual satisfaction of the parties (the "Commencement Date"), Lessor shall deposit with the Escrow Agent cash in the amount of \$13,943,822.15 to be held by the Escrow Agent on the express terms and conditions set forth herein. The Escrow Agent agrees to accept the deposit of the Escrow Fund by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto in escrow on the express terms and conditions set forth herein.

3. The Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of the Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of the Escrow Agent (or its

nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested by the Escrow Agent in such Qualified Investments (as hereinafter defined) in accordance with the written investment directions of Lessee, which directions shall be set forth in a letter attached hereto as **Exhibit E-1**. Interest or other amounts earned and received by the Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. No investment shall be made that would cause the Agreement to be deemed to be an arbitrage bond within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended.

For the purpose of this paragraph 4, the term "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations, the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; and (iv) money market funds, whose investment parameters target investments in securities as described above in points (i-iii); or such other investments permitted by a policy duly adopted by Lessee's governing body and approved by Lessor.

5. Lessor and Lessee hereby authorize the Escrow Agent to take the following actions with respect to the Escrow Fund:

a. The Escrow Agent may withdraw funds from the Account and forward such funds as directed by the Lessee or to the Lessee for, in either case, the Lessee to make incremental payment for each Equipment Group only after the Certificate of Acceptance has been received for such Equipment Group, Lessor and Lessee have approved such disbursement, and the Lessee has delivered to the Escrow Agent a disbursement request identifying the amount of the payment, and which has been approved by Lessor in writing. The Escrow Agent is acting in an administrative and not discretionary role. Escrow agent shall be obligated to act only in accordance with the terms and provisions herein. No disbursements shall be made from the Escrow Account except for the Equipment Groups that are operationally complete and functionally independent and which may be utilized by Lessee without regard to whether the balance of the Equipment Groups are delivered and accepted. Escrow Agent shall also withdraw funds from the Account at the times and in the amounts so directed by Lessee to make or make provision for payments to the Federal Government pursuant to applicable Federal arbitrage and rebate provisions of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations. It shall be the Lessee's responsibility to determine or cause to be determined the amount and timing of such payments or provisions for payment..

b. Investments of moneys in the Account shall be made in accordance with Chapter 17, Florida Statutes, with due regard for the times at which withdrawals are expected to be made. All income, interest and proceeds of such investment shall accrue to the Account, to be used for the lawful purposes thereof. Any amounts remaining in the Account after the final incremental payment for the Equipment Group, and after provision is made for all amounts payable to the Federal Government pursuant to paragraph 4 above, shall be applied to prepay the Payments due to Lessor under the Financing Agreement. The Lessee shall compensate Escrow Agent according to Section 17.61, Florida Statutes. Interest on the escrow balance thereafter shall be credited to the Lessee.

c. Within 15 days after the end of each month, and at such other times as Lessor, Lessee and the Escrow Agent agree, the Escrow Agent shall deliver to Lessor and Lessee a statement in reasonable detail (to the addresses shown below) showing, as of the date of such statement: (a) the amount of cash held in the Account and (c) the amount of earnings credited to the Account.

d. Until applied in accordance with the provisions hereof, moneys in the Account, except such amounts payable to the Federal Government pursuant to paragraph 4 above, shall be subject to a lien and charge in favor of the Lessor, as additional security for payment of all sums due to Lessor under the Financing Agreement, and Lessee hereby grants such lien to Lessor. If an event of a default or non-appropriation

has occurred under the Financing Agreement, Lessor will first give the Lessee notice and an opportunity to cure. If Lessee fails to cure within thirty (30) days, Lessee will notify the Escrow Agent in writing that all moneys remaining in the account, except such amounts payable to the Federal Government pursuant to paragraph 4 above, shall immediately be paid to the Lessor, and Escrow Agent shall immediately pay such monies to Lessor. Any moneys paid over to the Lessor under this provision shall be credited against amounts owed to Lessor by Lessee.

6. The reasonable fees and expenses of the Escrow Agent incurred in connection herewith shall be the responsibility of Lessor and are herein defined as the sum of \$1,500.00, for escrow services as described herein; plus any extraordinary expenses incurred by the Escrow Agent at the request of Lessor or Lessee.

7. The Escrow Agent shall have no liability for acting upon any written instruction presented by Lessee and Lessor in connection with this Escrow Agreement which the Escrow Agent in good faith believes to be genuine. Furthermore, the Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own gross negligence, willful misconduct or bad faith. The Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investment decisions made pursuant to Section 4, Qualified Investments at the direction of Lessee.

8. The Lessee shall be liable in the place of the Escrow Agent, and Lessor shall indemnify and hold harmless and defend the Escrow Agent, from and against any and all claims, costs, expenses, damages and losses in connection with the performance by the Escrow Agent of its obligations under this Escrow Agreement, except any such claims, costs, expenses, damages and losses by the negligence or willful default of the Escrow Agent. No indemnification will be made under this Section or elsewhere in this Escrow Agreement for damages arising solely out of negligence, willful misconduct or bad faith by the Escrow Agent, its officers, agents, employees, successors or assigns.

9. The Escrow Agent may at any time resign by giving at least 30 days' prior written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of the successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by instrument in writing executed by Lessor and Lessee. Such notice shall set forth the effective date of the removal. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent.

Upon the effective date of resignation or removal, the Escrow Agent will transfer the Escrow Fund then held by it to the successor Escrow Agent selected by Lessor and Lessee.

10. This Escrow Agreement and the Escrow Fund established hereunder shall terminate upon receipt by the Escrow Agent of the written notice from Lessor specified in Section 5(b) or Section 5(c) hereof.

11. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other party at its respective address shown on page 1 of this Escrow Agreement or at such other address as such party shall from time to time designate in writing to the other parties; and shall be effective on the date or receipt.

12. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of the Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor and Lessee.

13. This Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

14. The Escrow Agent may employ agents, attorneys and accountants in connection with its duties hereunder and shall not be liable for any action taken or omitted in good faith in accordance with the advice of counsel, accountants or other skilled persons.

15. This Escrow Agreement shall be governed by and be construed and interpreted in accordance with the internal laws of the State of Florida.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed under seal as of the day and year first above set forth.

LESSOR:

CAPITAL ONE PUBLIC FUNDING, LLC

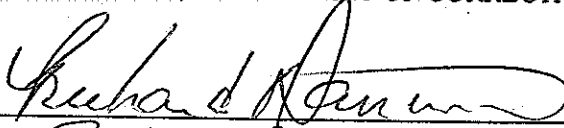
By: 

Name: Jonathan Lewis

Title: Senior Vice President

LESSEE:

STATE OF FLORIDA, DEPARTMENT OF CORRECTIONS

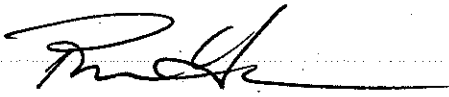
By: 

Name: Richard Dawson

Title: Deputy Secretary

ESCROW AGENT:

DEUTSCHE BANK NATIONAL TRUST COMPANY

By: 

Name: RICHARD HANN

Title: VICE PRESIDENT

By: 

Name: Gail Wilson

Title: Vice President

EXHIBIT E-1

INVESTMENT DIRECTION LETTER

Deutsche Bank National Trust Company
6810 Crumpler Blvd, Suite 100
Olive Branch, MS 38654

Re: Escrow Agreement dated April 21, 2010, by and among Capital One Public Funding LLC,
as Lessor, State of Florida, Department of Corrections, as Lessee, and Deutsche Bank
National Trust Company, as Escrow Agent

Ladies and Gentlemen:

Pursuant to the above-referenced Escrow Agreement, \$13,943,822.15 will be deposited in escrow
with you on or about April 21, 2010. Such funds should be invested in Qualified Investments (as
defined in the escrow agreement) as follows:

Table with 2 columns: PLEASE CHECK DESIRED QUALIFIED INVESTMENTS: and AMOUNT OF INVESTMENT. Rows include: 1. Direct general obligations of the United States of America; 2. Obligations - the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America; 3. General obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; 4. Money market funds whose investment parameters target investments in securities as described above;

UNLESS SPECIFIC DIRECTIONS ARE PROVIDED BY LESSEE (WHETHER ON THE DATE HEREOF OR UPON THE MATURITY OF INVESTMENTS), INVESTMENT SHALL BE MADE IN MONEY MARKET FUNDS AS DESCRIBED IN THE FOURTH CATEGORY ABOVE.

Very truly yours,

STATE OF FLORIDA, DEPARTMENT OF CORRECTIONS

By: _____

Name: _____

Title: _____

EXHIBIT E-2**CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST**

Deutsche Bank National Trust Company (the "Escrow Agent"), as escrow agent under that certain Escrow Agreement dated April 21, 2010 (the "Escrow Agreement"), by and among State of Florida, Department of Corrections ("Lessee"), Capital One Public Funding LLC ("Lessor") and the Escrow Agent, is hereby requested to pay from the Escrow Fund established and maintained thereunder, the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee). The equipment described below is part or all of the Equipment listed in the Equipment Schedule to that certain Financing Agreement dated April 21, 2010 (the "Agreement"), between Lessor and Lessee:

QUANTITY	DESCRIPTION OF UNITS OF EQUIPMENT	AMOUNT	PAYEE
----------	--------------------------------------	--------	-------

Lessee hereby certifies and represents to and agrees with Lessor as follows with respect to the Equipment described above: (i) the Equipment has been delivered and installed at the location(s) set forth in the Equipment Schedule; (ii) a present need exists for the Equipment which need is not temporary or expected to diminish in the near future; (iii) the Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (iv) the estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to the Equipment; (v) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate; (vi) the Equipment is covered by insurance in the types and amounts required by the Agreement; (vii) no Event of Default or nonappropriation, as such terms are defined in the Agreement, and no event which with the giving of notice or lapse of time or both, would become an Event of Default or nonappropriation, has occurred and is continuing on the date hereof; (viii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Agreement during Lessee's current fiscal year.

Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth in the Lease by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) Original Invoice(s); and/or (b) Copies of Certificate(s) of Origin, when applicable, designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing.

IF REQUEST IS FOR REIMBURSEMENT, CHECK HERE . Lessee paid an invoice prior to the commencement date identified in the Equipment Schedule and is requesting reimbursement for such payment, a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2 is hereby attached.

IF REQUEST IS FINAL REQUEST, CHECK HERE . Lessee hereby certifies that the items of Equipment described above, together with the items of Equipment described in and accepted by Certificates of Acceptance and Payment Requests previously filed by Lessee with Lessor constitutes all of the Equipment subject to the Equipment Schedule.

Date: _____

Approved:

Capital One Public Funding, LLC, as Lessor

State of Florida, Department of Corrections as Lessee

By: _____

By: _____

Name: Jonathan Lewis

Name: _____

Title: Senior Vice President

Title: _____

TAX AND ARBITRAGE CERTIFICATE

The undersigned, Richard Davison, acting on behalf of State of Florida, Department of Corrections (the "Agency"), being charged with the responsibility for completing the transaction involving the execution and delivery by the Agency of a Financing Agreement dated as of April 21, 2010 (the "Agreement"), between Capital One Public Funding, LLC (the "Lender") and the Agency, hereby certifies as follows:

Capitalized terms not specifically defined herein shall have the meanings set forth in the Agreement. Unless the context indicates otherwise, words and phrases used herein shall have the meanings assigned in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and in the Treasury Regulations promulgated thereunder.

1. **Authority and Purpose for Agreement.** The Agreement is being entered simultaneously with the delivery of this certificate to provide funds to pay the costs of acquiring the equipment described in Exhibit B to the Agreement (the "Equipment").

2. **Use of Agreement Proceeds.** The total proceeds to be received by the Agency from the Agreement will equal \$13,943,822.15. The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the vendor fully paid, within eighteen months of the Commencement Date.

3. **No Overissuance.** The total proceeds to be derived from the Agreement, together with other money contributed by the Agency, do not exceed the estimated total costs of the Equipment.

4. **Sinking Funds.** There have not been created or established, nor does the Agency expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to make Payments under the Agreement, or (ii) that may be used solely to prevent a default in the payment of Payments under the Agreement.

5. **No Sale of Equipment.** The Agency does not expect to sell, encumber or otherwise dispose of the Equipment (except for dispositions resulting from normal wear, obsolescence or depreciation) prior to the final Payment Date of the Agreement

6. **Reserve, Replacement and Pledged Funds.** No reserve fund has been or will be established for the Agreement. No portion of the proceeds of the Agreement will be used as a substitute for other funds that were otherwise to be used as a source of financing acquisition of the Equipment and that have been or will be used to acquire directly or indirectly securities producing a yield in excess of the yield on the Agreement. There are no pledged funds for which a reasonable assurance exists that such funds would be available for payment of the Payments under the Agreement in the event the Agency was to encounter financial difficulty

7. **Reasonable Expectations.** To the best of our knowledge, information and belief, the foregoing facts and estimates set forth in this Certificate are accurate and the expectations of the Agency set forth in this Certificate are reasonable.

8. **Not An Arbitrage Bond.** On the basis of the foregoing facts, estimates and circumstances, it is not expected that the proceeds of the Agreement will be used in a manner that would cause the Agreement to be an "arbitrage bond" within the meaning of Code Section 148.

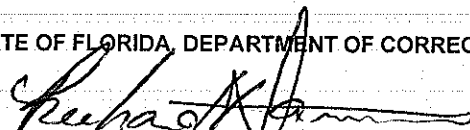
9. **Further Certifications.** The Agency does not currently plan to sell or lease the Equipment or enter into any management or service agreement covering the Equipment. The Agency does not plan to enter into an investment agreement (including a forward purchase agreement or "repurchase agreement") to handle the investment of any of the proceeds of the Agreement. None of the proceeds of the Agreement will be used to refinance existing obligations of the Agency. None of the proceeds of the Agreement will be used to reimburse the Agency for prior expenditures

DATED: April 21, 2010

STATE OF FLORIDA, DEPARTMENT OF CORRECTIONS

By

Title:


Deputy Secretary

Form **8038-G**
(Rev. November 2000)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations
▶ Under Internal Revenue Code section 149(e)
▶ See separate Instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority If Amended Return, check here

1 Issuer's name
State of Florida, Department of Corrections

2 Issuer's employer identification number

3 Number and street (or P.O. box if mail is not delivered to street address)
2601 Blair Stone Rd.

Room/suite

4 Report number
3 2010-

5 City, town, or post office, state, and ZIP code
Tallahassee, FL 32399

6 Date of issue
April 21, 2010

7 Name of issue
Financing Agreement dated April 21, 2010 with Capital One Public Funding, LLC

8 CUSIP number
none

9 Name and title of officer or legal representative whom the IRS may call for more information

10 Telephone number of officer or legal representative
(419) 457-4969

Part II Type of Issue (check applicable box(es) and enter the issue price) See instructions and attach schedule

11	<input type="checkbox"/> Education	11	
12	<input type="checkbox"/> Health and hospital	12	
13	<input type="checkbox"/> Transportation	13	
14	<input type="checkbox"/> Public safety	14	
15	<input checked="" type="checkbox"/> Environment (including sewage bonds)	15	13,943,822
16	<input type="checkbox"/> Housing	16	
17	<input type="checkbox"/> Utilities	17	
18	<input type="checkbox"/> Other. Describe ▶	18	

19 If obligations are TANs or RANs, check box If obligations are BANs, check box

20 If obligations are in the form of a lease or installment sale, check box

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/1/2026	\$ 13,943,822	\$ 13,943,822	10.541 years	5.27482 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest	22	0
23	Issue price of entire issue (enter amount from line 21, column (b))	23	13,943,822
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	0
25	Proceeds used for credit enhancement	25	0
26	Proceeds allocated to reasonably required reserve or replacement fund	26	0
27	Proceeds used to currently refund prior issues	27	0
28	Proceeds used to advance refund prior issues	28	0
29	Total (add lines 24 through 28)	29	0
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	13,943,822

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)

31 Enter the remaining weighted average maturity of the bonds to be currently refunded ▶ **n/a** years

32 Enter the remaining weighted average maturity of the bonds to be advance refunded ▶ **n/a** years

33 Enter the last date on which the refunded bonds will be called ▶ **n/a**

34 Enter the date(s) the refunded bonds were issued ▶ **n/a**

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) ▶ **35**

36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions) ▶ **36a**

b Enter the final maturity date of the guaranteed investment contract ▶ **37a**

37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units

b If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the name of the issuer ▶ and the date of the issue ▶

38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box

39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box

40 If the issuer has identified a hedge, check box

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Sign Here

Richard Davison 4/20/10
Signature of issuer's authorized representative Date

Richard Davison, Deputy Sec.
Type or print name and title

Schedule M
Performance Bond

[TO BE ISSUED UPON AWARD OF CONTRACT]

PERFORMANCE BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH LABOR AND MATERIAL
PAYMENT BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL
PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENT: that FPL Services, LLC, as Principal, hereinafter called
Company, and, ~~(SURETY NAME ADDRESS AND PHONE NUMBER)~~

as Surety, hereinafter called Surety, are held and firmly bound unto the Department of Corrections of the
State of Florida as Oblige, hereinafter called Owner, for the use and benefit of claimants as herein below
defined, in the amount of **13,943,822.15** for the payment whereof Company and Surety bind themselves,
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, Company has by written agreement dated, entered into a contract with Owner for , , , Project
Number in accordance with Drawings and Specifications prepared by , , , which contract is by reference
made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Company shall
promptly and faithfully perform said Contract and all obligations thereunder, then this obligation shall be
null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Company shall be, and declared by Owner to be in default under the Contract, the Owner having
performed Owner's obligations thereunder, the surety may promptly remedy the default, in accordance with
Section 255.05, Florida Statutes, or shall promptly 1) Complete the Contract in accordance with its terms
and conditions, or 2) Obtain a bid or bids for completing the Contract in accordance with its terms and
conditions, and upon determination by Surety of the lowest responsible bidder or, if the Owner elects, upon
determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a Contract
between such bidder and Owner, and make available as work progresses (even though there should be a
default or a succession of defaults under the Contract or Contracts of completion arranged under this
paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not
exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set
forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph,
shall mean the total amount payable by Owner to Company under the Contract and any amendments
thereto, less the amount properly paid by Owner to Company.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the
Owner named herein or the heirs, executors, administrators or successors of the Owner. The time within
which the Owner can institute an action on this bond against the Surety or Company shall be determined by
the time periods of § 95.11(3)© Florida Statutes.

SIGNED AND SEALED THIS

(Signature of Witness)

(Signature of Company)

(Seal)

(Signature of Witness)

(Signature of Attorney-In-Fact)

(Seal)

(Type Name)

(Signature of Witness)

(Signature of Florida Resident Agent)

(Type Name & Date of Birth)

Power of Attorney attached hereto.

NOTES CONCERNING SURETY AND EXECUTION

A. SURETY COMPANY REQUIREMENTS

To be acceptable to Agency, a Surety Company shall comply with all of the requirements of the Contract.

B. EXECUTION OF BOND

1. Enter the Surety Company's name and address on each copy of the Bond in the space provided.
2. Enter the Effective Date of the Contract in the space provided on each copy of the Bond.
3. Enter the date of execution on each copy of the Bond in the space provided. This date must be the same as the date shown on the Contract.
4. Have each copy of the Bond signed by the same person that signed the Contract on behalf of Company. Type in that person's name and title in the place provided on each copy of the Bond, and have one other individual witness that person's signature on each copy of the Bond. Also, have Company's Corporate Seal affixed to each copy of the Bond beside that person's signature (No Facsimiles are acceptable).
5. Have each copy of the Bond signed by the person authorized to sign on behalf of the Surety Company. Type in that person's name in the place provided on each copy of the Bond, and have one other individual witness that person's signature on each copy of the Bond. Also, have the Surety Company's Corporate Seal affixed to each copy of the Bond beside that person's signature (No Facsimiles are acceptable).
6. Have each copy of the Bond signed by a Florida Resident Agent (Reference Chapters 624.425 and 624.426 of the Florida Statutes). Type in that person's name and Social Security number in the place provided on each copy of the Bond and have one other individual witness that person's signature on each copy of the Bond. This may be the same person indicated in B.5 above, if this person is a Florida Resident Agent and is also authorized to sign on behalf of the Surety Company as Attorney-In-Fact.
7. Each copy of the Bond must have a Power of Attorney attached indicating that the person in B.5 above is authorized to sign on behalf of the Surety Company.
8. Each copy of the Power of Attorney must have the Surety Company's Corporate Seal and a Notary Seal either manually affixed or they may utilize facsimile reproductions of the same.
9. If the date of execution of the Power of Attorney is not the same as the date shown on the Contract, then the Power of Attorney must be certified to still be in effect on the Effective Date of the Contract.
10. If the Bond is being backed by the Small Business Administration, then a certified true and correct copy of the Surety Bond Guarantee Agreement, SBA Form 990, must be attached to each copy of the Bond.

Schedule N
Certificate of Acceptance Investment Grade Audit

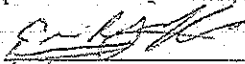
I, the undersigned, hereby certify that I am the duly qualified and acting officer of the Agency identified below and, with respect to the above-referenced Energy Audit Report dated March 3, 2009, as revised May 18, 2009 by FPL Services, LLC for the Florida Department of Corrections, represent and warrant that:

1. The Energy Audit Report complies with the Energy Audit Agreement #A1781 executed September 18, 2008, as amended in Amendment 1 executed on December 19, 2008, and as amended in Amendment 2 executed on January 23, 2009.

2. The information provided in the Energy Audit Report has been reviewed and provides the necessary technical background documentation for the Florida Department of Corrections to enter into a Guaranteed Energy Performance Savings Contract.

AGENCY: Florida Department of Corrections

Eric Griffin
Florida Department of Corrections, Bureau of Facilities Services

Signature: 

Date: 6/5/09

George Julovich
Florida Department of Corrections, Bureau of Facilities Services

Signature: 

Date: 6-5-2009

Schedule O
Projected Cash Flow

Refer to the Department of Corrections Audit Report, Phase 3, March 3, 2009, revised May 18, 2009
by FPL Services, LLC (Appendix B of this contract) for the projected cash flow.

PROJECT CASHFLOW
Phase 3 Master Sum All

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
SAVINGS																
Electric	\$347,302	\$357,721	\$368,452	\$379,506	\$402,618	\$414,697	\$427,137	\$439,952	\$453,150	\$466,745	\$480,747	\$495,169	\$510,024	\$525,325	\$541,076	\$6,459,436
Gas	\$191,578	\$197,325	\$203,245	\$209,342	\$222,091	\$228,754	\$235,617	\$242,685	\$249,966	\$257,465	\$265,189	\$273,144	\$281,339	\$289,779	\$308,563	\$3,563,143
Other Fuels	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water	\$702,909	\$723,996	\$745,716	\$768,088	\$814,864	\$839,310	\$864,489	\$890,424	\$917,137	\$944,651	\$972,990	\$1,002,180	\$1,032,246	\$1,062,213	\$1,092,144	\$13,073,344
Maintenance	\$265,987	\$273,577	\$281,394	\$289,446	\$306,282	\$315,081	\$324,143	\$333,477	\$343,092	\$352,995	\$363,195	\$373,701	\$384,522	\$395,667	\$4,900,299	\$0
TOTAL SAVINGS	\$1,507,776	\$1,552,619	\$1,598,808	\$1,646,382	\$1,745,856	\$1,797,841	\$1,851,387	\$1,906,538	\$1,963,345	\$2,021,855	\$2,082,121	\$2,144,194	\$2,208,130	\$2,273,984	\$2,349,667	\$27,996,222
EXPENSES																
Energy Service Charge (2)																
M&V (1)	(\$1,447,098)	(\$1,447,098)	(\$1,447,098)	(\$1,447,098)	(\$1,447,098)	(\$1,447,098)	(\$1,447,098)	(\$1,447,098)	(\$1,447,098)	(\$1,447,098)	(\$1,447,098)	(\$1,447,098)	(\$1,447,098)	(\$1,447,098)	(\$1,447,098)	(\$21,706,476)
TOTAL EXPENSES	(\$1,447,098)	(\$1,447,098)	(\$1,447,098)	(\$1,447,098)	(\$1,447,098)	(\$1,447,098)	(\$1,447,098)	(\$1,447,098)	(\$1,447,098)	(\$1,447,098)	(\$1,447,098)	(\$1,447,098)	(\$1,447,098)	(\$1,447,098)	(\$1,447,098)	(\$21,706,476)
NET ANNUAL CASH FLOW	\$56,678	\$105,521	\$151,710	\$200,284	\$298,758	\$350,743	\$404,289	\$459,440	\$519,247	\$584,757	\$648,023	\$717,096	\$790,032	\$867,886	\$950,569	\$23,290,746
CUMULATIVE CASH FLOW	\$56,678	\$162,199	\$313,909	\$474,193	\$772,951	\$1,123,694	\$1,527,983	\$1,987,423	\$2,506,670	\$3,095,427	\$3,743,510	\$4,450,606	\$5,217,638	\$6,044,724	\$6,935,293	\$19,226,039
IRR (4)																8.3%
Payment/ month																(\$120,592)

Notes:

- 1) M&V not financed- 15 annual payments
M&V escalates at 3%.
- 2) Energy Service Charge is based upon financing rate of 5.25%.
- 3) Interest during construction (IDC) is based upon amount of IDC to principal at the end of construction (Price x rate div by 12 times 1782/13 months- based upon a 4/21/10 closing date and completion of construction on 10/1/2011)
- 4) IRR reflects the rate of return comparing the total finance amount with the gross cash flow stream.

Project	Assumptions		Simple Payback
	Cost	Annual Savings	
Lighting	\$1,738,200	\$211,093	8.3
Water Conservation	\$6,159,723	\$702,509	8.8
HVAC	\$6,239,891	\$335,283	11.7
MISC	\$676,067	\$38,487	11.6
Subtotal	\$14,833,881	\$1,507,776	9.8
M&V (1)	(\$390,059)		
Amount to be Financed	\$13,943,822		
Interest During Construction (3)	\$1,057,407		
FINANCED AMOUNT	\$15,001,229	\$1,507,776	10.0
Cost of capital:	5.25%		
IDC Rate	5.25%		
Earnings Rate	1.00%		
Finance term	15 years		

Schedule P(i)
Agency Certificate of Substantial Completion

I, the undersigned, hereby certify that I am the duly qualified and acting officer of the Florida Department of Corrections (Agency) identified below and, with respect to Appendix B (Energy Audit Report), as accepted pursuant to an executed Schedule N, to the Contract dated as of March 3, 2009, revised May 18, 2009 by and between the Agency and FPL Services, LLC (Company) represent and warrant that:

The entirety of the work performed under the above-referenced contract between Company and the Agency or designated portion of the work as described below, has been reviewed by each of the undersigned and found to be substantially complete. The Date of Substantial Completion is also the date of commencement of applicable warranties required by the contract documents between the Agency and Company, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the work or designated portion thereof is the date certified by Company when construction is sufficiently complete, in accordance with the applicable contract documents between the Agency and Company, so the Agency can occupy or utilize the work or designated portion thereof for the use for which it is intended, as expressed in the contract documents between the Agency and Company.

Description of work:

A list of items to be completed or corrected by Company within 30 days of execution of this Certificate of Substantial Completion is attached hereto as Punch list Items.

Contractor (if applicable): _____ By: _____ Date: _____

FPL Services, LLC _____ BY: _____ DATE: _____

The AGENCY accepts the work (or designated portion thereof) as substantially complete. The AGENCY does hereby assume full possession thereof.

AGENCY: _____ BY: _____ DATE: _____

Punch List Items

Schedule P(ii)
Agency Certificate of Final Acceptance

I, the undersigned, hereby certify that I am the duly qualified and acting officer of Agency identified below and, with respect to the above-referenced Conservation Measures Schedule dated _____, _____ to the Contract dated as of _____, by and between Agency and FPL Services, LLC ("Company"), represent and warrant that:

1. The equipment described in Schedule A purchased from Company, and properly invoiced, has been delivered and installed in accordance with Agency's Specifications, is in good working order and is fully operational and properly functioning and has been fully accepted by Agency on the _____ day of _____, _____.

2. Agency certifies that it has inspected the installation and operation of the Conservation Measure's listed on Schedule A, pursuant to Contract Section ___ and that it finds the equipment listed on Schedule A is fully and properly functioning.

AGENCY: Florida Department of Corrections

Signature: _____

Title: _____

Date: _____

Schedule Q
Equipment Warranties

A general labor and material warranty is included for a period of one year after Final Acceptance. Warranties provided by the manufacturer that are beyond one year are itemized below. Labor and freight/shipping charges are not included. For detailed manufacturer warranty information, refer to the warranty information provided in the Department of Corrections Audit Report, Phase 3, March 3, 2009, revised May 18, 2009 by FPL Services, LLC.

~~Lochinvar – Provides a 3 Year tank warranty from any leaks resulting from a manufacturers defect. In the event of a tank leak within the 3 year warranty period Lochinvar will replace the water heater at no cost. This extended warranty only includes material and excludes all labor costs.~~

Sloan Plumbing Products – Sloan provides a 3 year material warranty on all sloan plumbing products installed as part of this contract excluding Programmed Water Technologies products and diaphragms.

Sylvania Bulbs – Sylvania will provide a 4 year material warranty on all OCTRON FO30/800XP/SS/ECO and FO28/800XP/SS/ECO fluorescent lamps installed as part of this contract.*

Sylvania Ballasts – Sylvania will provide a 10 year parts warranty on all new 4 foot fluorescent ballasts installed as part of this contract.*

C-Tech Trane Chiller – Trane will provide a 5 year compressor warranty on the new chiller being installed as part of this contract. This extended warranty only includes material and excludes all labor costs.

***Failed materials must be returned to Sylvania prior to receipt of replacement material.**

**Guaranty Agreement
by Florida Power and Light Company**

This Guaranty Agreement (the "Guaranty"), dated effective as of October 1, 2011, is made and entered into by Florida Power and Light Company, a Florida corporation ("Guarantor").

WHEREAS, FPL Services, LLC (the "Company"), and Florida Department of Corrections (the "Agency"), have entered into or are contemplating entering into a Guaranteed Performance Savings Contract (referred to herein as the "Contract"); and Guarantor will directly or indirectly benefit from the transactions to be entered into between Company and Agency.

NOW THEREFORE, in consideration of Agency entering into the Contract, Guarantor hereby covenants and agrees as follows:

1. **GUARANTY.** Subject to the provisions hereof, (a) Guarantor hereby irrevocably and unconditionally guarantees the timely payment when due of the obligations of Company to pay for any shortfalls of guaranteed savings (the "Obligations") to Agency under the Contract, and (b) to the extent that Company shall fail to pay any Obligations, Guarantor shall promptly pay to Agency the amount due on Agency's demand therefore. This Guaranty shall constitute a guarantee of payment and not of collection. The liability of Guarantor under the Guaranty shall be subject to the following:

(a) Guarantor's liability hereunder shall be and is specifically limited to payments of the Obligations expressly required to be made under the Contract (even if such payments are deemed to be damages) and, except to the extent specifically provided in the Contract, in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, tort, or any other damages, costs, or attorney's fees; and

(b) The maximum amount of this Guaranty each year shall equal the amount set forth in Schedule A that corresponds to the year of this Guaranty.

2. **DEMANDS AND NOTICE.** If Company fails or refuses to pay any Obligations, whether or not such obligations are the subject of a bona fide dispute pursuant to the underlying Contract, Agency shall notify Company in writing of the manner in which Company has failed to pay and demand that payment be made by Company. If Company's failure or refusal to pay continues for a period of fifteen (15) days after the date of Agency's notice to Company, and Agency has elected to exercise its rights under this Guaranty, Agency shall make a demand upon Guarantor (hereinafter referred to as a "Payment Demand"). A Payment Demand shall be in writing and shall contain a copy of Agency's demand that payment be made by Company and a specific statement that Agency is calling upon Guarantor to pay under this Guaranty. A Payment Demand satisfying the foregoing requirements shall be required with respect to Obligations before Guarantor is required to pay such Obligations hereunder and shall be deemed sufficient notice to Guarantor that it must pay the Obligations. A single written Payment Demand shall be effective as to any specific default during the continuance of such default, until Company or Guarantor has cured such default, and additional written demands concerning such default shall

not be required until such default is cured. The Guarantor shall not be required to make any inquiry, inspection or investigation in connection therewith.

3. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants that:

(a) it is a corporation duly organized and validly existing under the laws of the State of Florida and has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Guaranty;

(b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guaranty; and

(c) this Guaranty, when executed and delivered, will constitute a valid and legally binding agreement of Guarantor, except as the enforceability of this Guaranty may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity. Agency shall have the right to require Company to appoint a successor or alternative instrument supporting Company's Guarantee, acceptable to Agency, in the event of any one or more of the following circumstances, uncorrected for more than thirty (30) days: entry of an order for relief under Title 11 of the United States Code; the making by Guarantor of a general assignment for the benefit of creditors; the appointment of a general receiver or trustee in bankruptcy of Guarantor's business or property; or action by Guarantor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation; unless within the specified thirty (30) day period, Guarantor (including its receiver or trustee in bankruptcy) provides to Agency adequate assurances, reasonably acceptable to Agency, of its continuing ability and willingness to fulfill its obligations under this Guaranty.

4. SETOFFS AND COUNTERCLAIMS. Without limiting Guarantor's own defenses and rights hereunder, Guarantor represents and warrants that its obligations to make payments pursuant to a Payment Demand shall not be subject to or limited by any rights, setoffs, counterclaims and other defenses to which Company or any other affiliate of Guarantor is or may be entitled to arising from or out of the Contract, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of Company, provided however, that Agency agrees that Guarantor shall be entitled to recover any payments made by Guarantor to Agency pursuant to a Payment Demand if, as a result of a resolution of any bona fide dispute under the Contract concerning such payment or the Obligations, it is finally determined that Agency was not entitled to receive such payment or make such Payment Demand, and Agency agrees that it shall make promptly repay such amounts to Guarantor, pursuant to §215.422 Florida Statutes, after the date of Guarantor's notice to Agency that such repayment is due. An Agency shall not be liable for such payment to both the Guarantor and Company arising from the same dispute.

5. AMENDMENT OF GUARANTY. No term or provision of this Guaranty shall be amended, modified, altered, waived or supplemented except in a writing signed by Guarantor and Agency.

6. WAIVERS AND TERMINATION. Guarantor hereby waives (a) notice of acceptance of this Guaranty; (b) presentment and demand concerning the liabilities of Guarantor, except as expressly hereinabove set forth; and (c) any right to require that any action or proceeding be brought against Company or any other person, or except as expressly hereinabove set forth, to require that Agency seek enforcement of any performance against Company or any other person, prior to any action against Guarantor under the terms hereof.

Except as to applicable statutes of limitation, no delay of Agency in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from any obligations hereunder.

Guarantor consents to the renewal, compromise, extension, acceleration or other changes in the time of payment of or other changes in the terms of the Obligations, or any part thereof or any changes or modifications to the terms of the Contract.

This Guaranty shall terminate on October 1, 2026 at Midnight Eastern Standard Time. Guarantor may terminate this Guaranty by providing written notice of such termination to Agency and upon the effectiveness of such termination, Guarantor shall have no further liability hereunder except as provided by the last sentence of this paragraph. No such termination shall be effective until the appointment of a successor or alternative instrument supporting Company's Guaranty, or until all Obligations of Company have been fulfilled. No such termination shall affect Guarantor's liability with respect to any Transaction (as defined in the Contract) entered into prior to the time the termination is effective, which Transaction shall remain guaranteed pursuant to the terms of this Guaranty.

7. NOTICE. Any Payment Demand, notice, request, instruction, correspondence or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by telegram or telecopier, as follows:

<p>To Guarantor:</p> <p>David Russell, Jr. P.E. Development Manager FPL Services, LLC 6001 Village Blvd West Palm Beach, FL 33407 Telephone: 561-681-3079 Facsimile: 561-681-3057 Email: David.Russell.Jr@fpl.com</p>	<p>To Agency:</p> <p>Steve Grizzard, Chief Bureau of Facility Services Department of Corrections 2601 Blair Stone Road Tallahassee, Florida 32399-2500 Telephone: 850-922-3945 Facsimile: 850-922-0027 Email: grizzard.stephen@mail.dc.state.fl.us</p>
--	---

Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by telegram or telecopier shall be effective upon actual receipt if received during the


recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All Notices by telegram or telecopier shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

8. ASSIGNMENT. Neither Guarantor nor Agency shall assign this Guaranty without the express written consent of the other party.

9. MISCELLANEOUS. THIS GUARANTY SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF FLORIDA. This Guaranty shall be binding upon Guarantor, its successors and assigns and inure to the benefit of and be enforceable by Agency, its successors and assigns. The Guaranty embodies the entire agreement and understanding between Guarantor and Agency and supersedes all prior agreements and understandings relating to the subject matter hereof. The headings in this Guaranty are for purposes of reference only, and shall not affect the meaning hereof.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty on April 14, 2010, but it is effective as of the date first above written.

FLORIDA POWER & LIGHT COMPANY

By: 
Name: Andrew Kushner
Title: Assistant Treasurer



Schedule A

Department of Corrections Phase III
Savings Guarantee

Year	Total Annual Savings
1	\$1,507,776.13
2	\$1,552,619.50
3	\$1,598,808.16
4	\$1,646,382.49
5	\$1,695,384.04
6	\$1,745,855.64
7	\$1,797,841.39
8	\$1,851,386.71
9	\$1,906,538.40
10	\$1,963,344.63
11	\$2,021,855.05
12	\$2,082,120.78
13	\$2,144,194.48
14	\$2,208,130.40
15	\$2,273,984.39
Total	\$27,996,222.19

Schedule S
Benchmark Cost of Capital, Minimum Rate of Return

Attach supporting information pursuant to § 489.145 (6) Florida Statutes, which requires supporting information required by § 216.023(4)(a)9. in § 287.063(5) and § 287.064(11) Florida Statutes:

§ 216.023(4)(a)9 Florida Statutes, Supporting information for any proposed consolidated financing of deferred-payment commodity contracts including guaranteed energy performance savings contracts. Supporting information must also include narrative describing and justifying the need, baseline for current costs, estimated cost savings, projected equipment purchases, estimated contract costs, and return on investment calculation.

The annual spend by the Department of Corrections on energy is distributed among over 130 buildings and 16M square feet operated and maintained by the agency. In normal economic conditions, budget priorities often challenge our staff to maintain the balance between efficient operations a safe working environment for our staff, and a secure, healthy environment for the inmates. In the current economic environment, these challenges become nearly impossible when combined with large scale budget reductions.

This agency has successfully implemented several phases of performance contracts throughout its system. In all cases, savings have been realized as guaranteed by the vendors to cover all costs associated with the program. In addition, excess savings have been demonstrated by the monitoring and verification process which adds additional value to the program, and dollars to the agency. There are few programs available to DC that offers the combined benefits that this program has, and is expected to offer in the future.

This project is expected (guaranteed) to save a minimum of \$1,507,776 in the first year, and a total of \$27,996,222 over the term of the contract. If past project success by this vendor is an indication, we can expect to save an additional 10% above the guarantee, or \$2.8M in savings over the term of the contract.

Equipment that will be replaced in this contract includes:

- Lighting – room lighting, exit signs, exterior fixtures, occupancy sensors
- Water – low flow fixtures, schedule controllers
- HVAC – A/C units, chillers, cooling towers, building controls
- Miscellaneous – boiler elimination, kitchen kettles, laundry equipment, solar systems, water heaters.

The total cost for this program will be \$14,833,881. Over the 15 year term, the cumulative positive cash flow above the minimum guaranteed savings is \$5,399,688 for an IRR of over 8%.

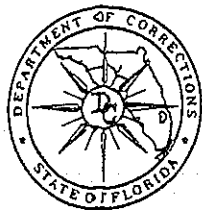
The intent of this program is to allow for replacement of equipment that is at the end of useful life, in marginal operating condition, and/or has alternatives available in the market that far exceed the operating efficiencies of the current equipment. This process is unique in the opportunity to accomplish this intent while generating a net return for the state.

Schedule T
Document Supporting Recurring Funds

Attach copies of the specific appropriation page or other documentation as evidence that the Legislature has designated recurring funds appropriated for payment of the obligation.

§ 287.063(5) Florida Statutes, For purposes of this section, the annualized amount of any such deferred payment commodity contract must be supported from available recurring funds appropriated to the agency in an appropriation category, as defined in chapter 216, that the Chief Financial Officer has determined is appropriate or that the Legislature has designated for payment of the obligation incurred under this section.

§ 287.064 (11) Florida Statutes, For purposes of consolidated financing of deferred payment commodity contracts under this section by a state agency, the annualized amount of any such contract must be supported from available recurring funds appropriated to the agency in an appropriation category, as defined in chapter 216, which the Chief Financial Officer has determined is appropriate or which the Legislature has designated for payment of the obligation incurred under this section.



FLORIDA
DEPARTMENT of
CORRECTIONS

Governor
CHARLIE CRIST

Secretary
WALTER A. McNEIL

An Equal Opportunity Employer

2601 Blair Stone Road • Tallahassee, FL 32399-2500

<http://www.dc.state.fl.us>

November 13, 2009

Department of Financial Services
Bureau of Accounting
Attention: Mike Rutherford
200 East Gaines Street
Tallahassee, Florida 32399-0354

RE:

Dear Mr. Rutherford:

The Department of Corrections has sufficient recurring funds to proceed with the proposed guaranteed energy savings contract, using its full authority under Chapter 216.

If you need additional information, please contact Mark Tallent at (850) 410-4125.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Tallent".

Mark Tallent, Chief
Bureau of Budget and Management Evaluation

MT/cw

cc: File

Ingram, Rosalyn

From: Edwards, Emma
Sent: Thursday, December 10, 2009 1:43 PM
To: Ingram, Rosalyn
Cc: Tallent, Mark
Subject: RE: Guaranteed Energy, Water, and Wastewater Performance Contract (Ref DOC-FPL-10-01) Response

Attachments: GAA 122.pdf

Appropriation category is line 704 on attached (not saying that funding is sufficient, however).

From: Tallent, Mark
Sent: Thursday, December 10, 2009 12:48 PM
To: Edwards, Emma
Subject: FW: Guaranteed Energy, Water, and Wastewater Performance Contract (Ref DOC-FPL-10-01) Response
Importance: High

Please provide response to number 47.

From: Ingram, Rosalyn
Sent: Thursday, December 10, 2009 11:55 AM
To: Tallent, Mark
Subject: FW: Guaranteed Energy, Water, and Wastewater Performance Contract (Ref DOC-FPL-10-01) Response
Importance: High

Please look at #47. They are driving me crazy!!!

From: Ingram, Rosalyn
Sent: Monday, December 07, 2009 9:59 AM
To: 'Risley, Rob'
Subject: FW: Guaranteed Energy, Water, and Wastewater Performance Contract (Ref DOC-FPL-10-01) Response
Importance: High

Lots of issues surrounding model contract. Significant deficiencies. Eric has this as well.

From: Staney, Bob
Sent: Monday, December 07, 2009 8:28 AM
To: Ingram, Rosalyn
Cc: Grizzard, Stephen; Deariso, Michael; Prudom, Richard; Griffin, Eric
Subject: FW: Guaranteed Energy, Water, and Wastewater Performance Contract (Ref DOC-FPL-10-01) Response
Importance: High

Attached is a listing of deficiencies as noted by DFS with reference to the FPL submittal. Please prepare response and corrected copy. Thanx.

Bob Staney
Chief of Procurement & Supply
850-488-6671
Fax 850-922-8897

CONFERENCE REPORT ON SENATE BILL 2600

SECTION 4 - CRIMINAL JUSTICE AND CORRECTIONS

EXECUTIVE DIRECTION AND SUPPORT SERVICES

	APPROVED SALARY RATE	8,771,169	
692	SALARIES AND BENEFITS	POSITIONS	179.00
	FROM GENERAL REVENUE FUND		12,037,832
693	OTHER PERSONAL SERVICES		
	FROM GRANTS AND DONATIONS TRUST		
	FUND		75,000
694	EXPENSES		
	FROM GENERAL REVENUE FUND	2,105,505	
	FROM GRANTS AND DONATIONS TRUST		
	FUND		226,785
	FROM SALE OF GOODS AND SERVICES		
	CLEARING TRUST FUND		2,678,250
695	OPERATING CAPITAL OUTLAY		
	FROM GENERAL REVENUE FUND	258,642	
696	SPECIAL CATEGORIES		
	CONTRACTED SERVICES		
	FROM GENERAL REVENUE FUND	1,307,104	
From the funds in Specific Appropriation 696, \$1,000,000 in recurring general revenue is provided to continue the victim notification system (VINE).			
697	SPECIAL CATEGORIES		
	SALARY INCENTIVE PAYMENTS		
	FROM GENERAL REVENUE FUND	100,644	
698	SPECIAL CATEGORIES		
	TRANSFER TO DEPARTMENT OF MANAGEMENT		
	SERVICES - HUMAN RESOURCES SERVICES		
	PURCHASED PER STATEWIDE CONTRACT		
	FROM GENERAL REVENUE FUND	2,437	
TOTAL: EXECUTIVE DIRECTION AND SUPPORT SERVICES			
	FROM GENERAL REVENUE FUND	15,812,164	
	FROM TRUST FUNDS		2,980,035
	TOTAL POSITIONS	179.00	
	TOTAL ALL FUNDS		18,792,199

CORRECTIONAL FACILITIES MAINTENANCE AND REPAIR

	APPROVED SALARY RATE	19,447,628	
699	SALARIES AND BENEFITS	POSITIONS	614.00
	FROM GENERAL REVENUE FUND		26,112,569
700	EXPENSES		
	FROM GENERAL REVENUE FUND	69,772,154	
701	OPERATING CAPITAL OUTLAY		
	FROM GENERAL REVENUE FUND	213,154	
	FROM FEDERAL GRANTS TRUST FUND		5,000,000
702	SPECIAL CATEGORIES		
	ACQUISITION OF MOTOR VEHICLES		
	FROM GENERAL REVENUE FUND	4,653	
703	SPECIAL CATEGORIES		
	CONTRACTED SERVICES		
	FROM GENERAL REVENUE FUND	4,808,133	
704	SPECIAL CATEGORIES		
	DEFERRED-PAYMENT COMMODITY CONTRACTS		
	FROM GENERAL REVENUE FUND	3,515,149	

Schedule U
Head of the Agency Approval

Schedule V
Agency Measurement & Verification Plan ("M&V Plan") to Monitor Cost Savings

Designated agency staff will support Company during post-installation M&V verification by field investigations and equipment operations to determine that proper equipment components or systems were installed, are operating correctly, and have the potential to generate the predicted savings. Field verification methods may include surveys, inspections, and/or metering, depending on the CM.

Agency staff will provide oversight for Company M&V processes, data collection, report generation, and reconciliation of savings in the event of a shortfall during any given period of this contract.

Oversight may include any or all of the following:

- Support for on-site data collection and system operating reviews
- Review of documentation and monitoring logs
- Review of periodic savings analysis and calculations
- Periodic review of contract and audit requirements through the term of this project.

Staff responsibilities for oversight will be within the Dept of Corrections Facility and Operations group at the Central Office. This oversight function will annually compare savings report results with contracted guarantees to determine the accuracy of demonstrated savings and the extent to which the guarantee has, or has not been met.

Measure Specific Monitoring and Verification

LIGHTING:

The lighting retrofit guaranteed annual savings will be measured by using actual savings figures, which are to be compared against the baseline costs that have been measured by using the general method in Section 11, subsection 11.1 of the FEMP M&V Guidelines, Version 3.0. Lighting run hours for the purpose of determining savings are hereby stipulated.

WATER CONTROL SYSTEM:

The water conservation guaranteed annual savings will be measured by using actual savings figures, which are to be compared against the baseline costs that have been measured by using the general method in Section 11, Subsection 11.6 of the FEMP M&V Guidelines, Version 3.0. The number of uses for the purpose of determining savings are hereby stipulated.

LOW FLOW WATER CONSERVATION:

The water conservation guaranteed annual savings will be measured by using actual savings figures, which are to be compared against the baseline costs that have been measured by using the general method in Section 11, Subsection 11.6 of the FEMP M&V Guidelines, Version 3.0. The number of uses for the purpose of determining savings are hereby stipulated.

Summary of Savings by Measure

Source of Savings	First Year Savings
Lighting	\$211,095.33
Water	\$702,909.00
HVAC	\$535,285.00
Miscellaneous	\$58,486.80
Total First Year Savings	\$1,507,776.13

Summary of Savings by Location

Facility	First Year Savings
Avon Park CI	\$240,441.78
Central Florida Reception Center	\$348,452.95
Columbia CI	\$75,868.25
C-Tech	\$7,402.20
Kissimmee Work Release Center	\$10,547.01
Marion CI	\$139,680.50
Orlando Work Release Center	\$7,545.92
Sumter CI	\$164,477.19
Taylor CI	\$268,394.16
Cross City CI	\$221,521.37
Sago Palm Academy	\$8,039.17
Dade CI	\$11,018.67
Putnam CI	\$4,386.96
Total	\$1,507,776.13

The savings identified above shall be the first year guaranteed savings, which are mutually agreed by the FLORIDA DEPARTMENT OF CORRECTIONS and the COMPANY. The savings shall be deemed to increase during each year of the Savings Guarantee Term by the annual escalation percentages referenced in Schedule F, with such escalation being annually compounded upon the immediately preceding year escalated rate.

Guarantee Report

Within sixty (60) days after the anniversary of the Equipment/Systems installation or earlier if otherwise specified in the Agreement, the COMPANY shall provide the Guarantee Report to FLORIDA DEPARTMENT OF CORRECTIONS. In the Guarantee Report, the COMPANY shall calculate the Annual Energy Cost Savings and shall report to FLORIDA DEPARTMENT OF CORRECTIONS such amount (and shall detail any excess savings where the Annual Energy Cost Savings exceed the Annual Guaranteed Savings) during the preceding year.

Annual Guaranteed and Excess Savings

Savings Guarantee Term Year	Actual Energy & Water Savings	Total Annual Guaranteed Energy Cost Savings	Excess Savings
1	\$	\$1,507,776.13	%
2	\$	\$1,552,619.50	%
3	\$	\$1,598,808.16	%
4	\$	\$1,646,382.49	%
5	\$	\$1,695,384.04	%
6	\$	\$1,745,855.64	%
7	\$	\$1,797,841.39	%
8	\$	\$1,851,386.71	%
9	\$	\$1,906,538.40	%
10	\$	\$1,963,344.63	%
11	\$	\$2,021,855.05	%
12	\$	\$2,082,120.78	%
13	\$	\$2,144,194.48	%
14	\$	\$2,208,130.40	%
15	\$	\$2,273,984.39	%
Totals	\$	\$27,996,222.19	

	Schedule - from attachments to Guaranteed Savings Agreement	CM Description	1	2	3	4	5	6	7	8	9	10	11	12	13	14
A17	\$5,131	Lighting retrofit at Kissimmee Work Release Center														
A18	\$5,416	Water Conservation at Kissimmee Work Release Center														
A19	\$24,941	Lighting retrofit at Marion Correctional Institution														
A20	\$85,533	Water Conservation at Marion Correctional Institution														
A21	\$7,359	HVAC/Mechanical Exhaust Fan Interlocks at Marion Correctional Institution														
A22	\$18,123	Dishwasher Replacement at Marion Correctional Institution														
A23	\$3,724	Installation of VFDs/Controls on WWTP at Marion Correctional Institution														
A24	\$3,578	Lighting retrofit at Orlando Work Release Center														
A25	\$3,968	Water Conservation at Orlando Work Release Center														
A26	\$73,736	Lighting retrofit at Sumter Correctional Institution														
A27	\$59,843	Water Conservation at Sumter Correctional Institution														
A28	\$20,361	HVAC/Mechanical Exhaust Fan Interlocks at Sumter Correctional Institution														
A29	\$3,626	Dishwasher Replacement at Sumter Correctional Institution														
A30	\$6,911	Installation of VFDs/Controls on WWTP at Sumter Correctional Institution														
A31	\$172,623	Water Conservation at Taylor Correctional Institution														
A32	\$17,845	HVAC/Mechanical Exhaust Fan Interlocks at Taylor Correctional Institution														
A33	\$7,138	Steam-Gas Hot Water Conversion & Dishwasher Replacement at Taylor Correctional Institution.														
	Schedule - from attachments to Guaranteed	CM Description	1	2	3	4	5	6	7	8	9	10	11	12	13	14

Appendix A
State Term Contract No. 973-320-08-1

CONTRACT

This Contract is by and between the State of Florida, Department of Management Services ("Department"), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and the entity identified below as Contractor ("Contractor").

The Contractor responded to the Department's Invitation to Negotiate (ITN) No. 24-973-320-X, Energy Savings. The Department has determined to accept the Contractor's response and to enter into this Contract in accordance with the terms and conditions of the solicitation.

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Department and the Contractor do hereby enter into this Contract, which is a state term contract authorized by section 287.042(2)(a) of the Florida Statutes (2001). The term of the Contract begins on January 1, 2008, and expires on December 31, 2012. The Contract consists of the following documents, which, in case of conflict, shall have priority in the order listed, and which are hereby incorporated as if fully set forth:

- Any written amendments to the Contract
- Technical Specifications
- Special Conditions
- Special Instructions to Respondents
- General Instructions to Respondents [PUR1001 (10/06)]
- General Contract Conditions [PUR1000 (10/06)]
- Any Purchase Order under the Contract
- Contractor's response

Linda H. South 12/20/07
 State of Florida, Date
 Department of Management Services
 By: Linda H. South, Secretary

Contractor Name: FPL SERVICES, LLC (Seal)
 Street Address or P.O. Box: 700 VANHUSE BLVD
 City, State, Zip: JUND BERTH FL 33408

C. Dennis Brandt 12/13/07
 By: C DENNIS BRANDT Date
 Its: Vice President

APPROVED AS TO FORM AND LEGALITY
 OFFICE OF THE GENERAL COUNSEL
 DEPARTMENT OF MANAGEMENT SERVICES
 BY *[Signature]*

Appendix B

Investment Grade Energy Audit (attached)

Appendix C

Documentation of Quotes from Three or More Lenders

LENDER SELECTION MATRIX- Preliminary
5/11/09 Bid Phase 3

	Cap One	BofA	All American
	Info	Info	Info
	Score	Score	Score
1) INTEREST RATE RANKING			
RATE (Note 1)	5.25%	5.350%	5.25%
BASIS (TBILL INDEX)	3.00	2.80	3.00
Index Volatility (Note 2)	10 Yr swap change above 3.6% Less Volatile	65% of 10 year swap change from 3.42 Most Volatile	10 Yr swap change above 3.6% Less Volatile
	0.05	0	0.05
2) RATE HOLD PERIOD			
Up to two weeks (0)	Yes	Yes	Yes
15-30 days (.2)	0.2	0.1	0.3
31-45 days (.3)			
3) ESCROW			
ACCRRUAL (-.1)/VS STANDARD (0)	Accrual	Standard	Accrual
	0.1	0	0.1
4) TOTAL PAYMENTS RANKING (Note 3)			
Least (.5)	Yes	Yes	Yes
2nd (.3)	0.5	0.1	0.3
3rd (.1)			
Total Payments \$000s	\$22,380	\$22,642	\$22,403
5) DOCUMENTATION CHANGES/FLEXIBILITY (0.6)			
Termination limited- no adders	Yes	Yes	Yes
Termination more limited- no adders (.2)	0.2	0.3	0.2
No Document Changes (0.3)	Yes	Yes	Yes
Minor Document Changes (0.2) (trust, no call)	0.2	0.2	0.2
Changes/Not Flexible (0)			
TOTAL SCORE	CAP ONE	BOFA	ALL AM.
(high score is best)	4.25	3.5	4.15

NOTES

- 1: Maximum score is 3.0 points for lowest rate. All other bids receive a deduction equal to 0.2 points for every 10bp they exceed the best bid. All American IG bid includes \$15K placement fee
- 2: Volatility is indication of how much the rate could move. Current 10 year swap is 3.4
- 3: The total payments ranking reflects the impact of rate, payments in advance or arrears, fees and the impact of escrow structure.
- 4: Payments are based upon original net finance request amount of \$14,298K



Jacqueline D. Bretz
Capital One Public Funding
265 Broadhollow Rd
Melville, NY 11747

Business Development Officer
toll free 866-617-2337
toll free fax 866-617-2330
cell phone 631-457-9582
jaci.bretz@capitalonebank.com

May 8, 2009

Keith Williams-Goldman
KWG Consulting LLC
117 Kimberlin Heights Dr
Oakland, CA 94619

Subject: FPLS/DOC Phase 3

Dear Mr. Goldman:

Capital One Public Funding, LLC ("COPF"), a subsidiary of Capital One Bank, is pleased present this proposal letter to the KWG Consulting, LLC for the benefit of the State of Florida-Department of Corrections, subject to the terms and conditions set forth below:

Type of Financing: Tax-exempt, equipment lease-purchase agreement ("Lease"), which will allow the State of Florida to finance improvements ("Equipment"), associated with an energy performance contract for the Department of Corrections.

Lessee: State of Florida. ("State")

Lessor: Capital One Public Funding, LLC
265 Broadhollow Drive
Melville, New York 11747

Amount of Lease: \$14,298,068

Payment Structure: Monthly payments of principal and interest

Term: Fifteen (15) years + 18 months

Interest Rate: 5.25%

Rate Lock: The above-quoted interest rate shall be fixed for the entire term of the Lease and is valid provided that the Lease closes no later than June 1, 2009. Should the closing date extend beyond June 1, 2009, the interest rate may be subject to adjustment based upon market conditions at COPF's sole discretion.

Prepayment: The State shall have the right to pre-pay the Lease on any payment date provided that the State gives COPF at least thirty (30) days prior written notice of its intent to do so. The prepayment price shall be equal to:

- Years 1-10: Non-callable
- Years 11+: Par

Tax Status: Tax-exempt, bank qualified or non bank qualified

Escrow Funding: Lease proceeds shall be funded into an escrow account held by Deutsche Bank National Trust Company, with disbursements made as Equipment is delivered and accepted. Escrow set-up fees will be paid by COPF. All income earned in respect to the escrow account shall accrue to the benefit of the State. Funds may be invested in the Capital One collateralized money market account, which is an allowable investment of school State funds under New York state law.

Other Fees of COPF: None.

Performance Bond: The State shall provide a performance and payment bond from a surety company with an A.M. Best rating of at least "A". COPF shall be named as dual obligee on the policy.

Documentation: Special counsel to COPF shall provide industry-standard documentation for the Lease that is fully compliant with Florida statutes. The State shall provide an opinion of legal counsel attesting to the legal, valid, and binding nature of the Lease.

Fees of COPF: None

Financial Capability: COPF is company of Capital One Bank, a top-10 U.S. bank as measured by deposits.

Subject to Final Approval: The transaction has been preliminarily approved by COPF; however, this letter remains a proposal and not a financing commitment. Funding is subject to final credit approval by COPF and the negotiation of mutually acceptable documentation. State shall provide COPF with due diligence information, including financial statements and enrollment information, upon COPF's reasonable request.

Qualifications: COPF is a direct funding source for state and local issuers across the country. Since January 2004, we have provided over \$1.5 billion in tax-exempt financing to qualified issuers in 48 states for capital equipment and projects.

Proposal Expiration: This proposal shall expire if the Lease has not funded by June 1, 2009 unless extended, in writing, by COPF at its sole discretion.

Capital One Public Funding, LLC appreciates the opportunity to expand our organization's relationship with the State. Should you have any questions regarding COPF or this proposal, please do not hesitate to contact me toll-free at 866-617-2337.

Sincerely,

Jacqueline D. Bretz
Business Development Officer
Capital One Public Funding, LLC



State of Florida (FPLS-DOC 3)

Nominal Annual Rate: 5.250%

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance	Purchase Price
Loan	6/1/2009				14,298,068.00	
1	1/1/2011	124,335.01	1,236,505.93	1,112,170.92	15,410,238.92	Noncallable
2	2/1/2011	124,335.01	67,419.80	56,915.21	15,353,323.71	Noncallable
3	3/1/2011	124,335.01	67,170.79	57,164.22	15,296,159.49	Noncallable
4	4/1/2011	124,335.01	66,920.70	57,414.31	15,238,745.18	Noncallable
5	5/1/2011	124,335.01	66,669.51	57,665.50	15,181,079.68	Noncallable
6	6/1/2011	124,335.01	66,417.22	57,917.79	15,123,161.89	Noncallable
7	7/1/2011	124,335.01	66,163.83	58,171.18	15,064,990.71	Noncallable
8	8/1/2011	124,335.01	65,909.33	58,425.68	15,006,565.03	Noncallable
9	9/1/2011	124,335.01	65,653.72	58,681.29	14,947,883.74	Noncallable
10	10/1/2011	124,335.01	65,396.99	58,938.02	14,888,945.72	Noncallable
11	11/1/2011	124,335.01	65,139.14	59,195.87	14,829,749.85	Noncallable
12	12/1/2011	124,335.01	64,880.16	59,454.85	14,770,295.00	Noncallable
13	1/1/2012	124,335.01	64,620.04	59,714.97	14,710,580.03	Noncallable
14	2/1/2012	124,335.01	64,358.79	59,976.22	14,650,603.81	Noncallable
15	3/1/2012	124,335.01	64,096.39	60,238.62	14,590,365.19	Noncallable
16	4/1/2012	124,335.01	63,832.85	60,502.16	14,529,863.03	Noncallable
17	5/1/2012	124,335.01	63,568.15	60,766.86	14,469,096.17	Noncallable
18	6/1/2012	124,335.01	63,302.30	61,032.71	14,408,063.46	Noncallable
19	7/1/2012	124,335.01	63,035.28	61,299.73	14,346,763.73	Noncallable
20	8/1/2012	124,335.01	62,767.09	61,567.92	14,285,195.81	Noncallable
21	9/1/2012	124,335.01	62,497.73	61,837.28	14,223,358.53	Noncallable
22	10/1/2012	124,335.01	62,227.19	62,107.82	14,161,250.71	Noncallable
23	11/1/2012	124,335.01	61,955.47	62,379.54	14,098,871.17	Noncallable
24	12/1/2012	124,335.01	61,682.56	62,652.45	14,036,218.72	Noncallable
25	1/1/2013	124,335.01	61,408.46	62,926.55	13,973,292.17	Noncallable
26	2/1/2013	124,335.01	61,133.15	63,201.86	13,910,090.31	Noncallable
27	3/1/2013	124,335.01	60,856.65	63,478.36	13,846,611.95	Noncallable
28	4/1/2013	124,335.01	60,578.93	63,756.08	13,782,855.87	Noncallable
29	5/1/2013	124,335.01	60,299.99	64,035.02	13,718,820.85	Noncallable
30	6/1/2013	124,335.01	60,019.84	64,315.17	13,654,505.68	Noncallable
31	7/1/2013	124,335.01	59,738.46	64,596.55	13,589,909.13	Noncallable
32	8/1/2013	124,335.01	59,455.85	64,879.16	13,525,029.97	Noncallable
33	9/1/2013	124,335.01	59,172.01	65,163.00	13,459,866.97	Noncallable
34	10/1/2013	124,335.01	58,886.92	65,448.09	13,394,418.88	Noncallable



35	11/1/2013	124,335.01	58,600.58	65,734.43	13,328,684.45	Noncallable
36	12/1/2013	124,335.01	58,312.99	66,022.02	13,262,662.43	Noncallable
37	1/1/2014	124,335.01	58,024.15	66,310.86	13,196,351.57	Noncallable
38	2/1/2014	124,335.01	57,734.04	66,600.97	13,129,750.60	Noncallable
39	3/1/2014	124,335.01	57,442.66	66,892.35	13,062,858.25	Noncallable
40	4/1/2014	124,335.01	57,150.00	67,185.01	12,995,673.24	Noncallable
41	5/1/2014	124,335.01	56,856.07	67,478.94	12,928,194.30	Noncallable
42	6/1/2014	124,335.01	56,560.85	67,774.16	12,860,420.14	Noncallable
43	7/1/2014	124,335.01	56,264.34	68,070.67	12,792,349.47	Noncallable
44	8/1/2014	124,335.01	55,966.53	68,368.48	12,723,980.99	Noncallable
45	9/1/2014	124,335.01	55,667.42	68,667.59	12,655,313.40	Noncallable
46	10/1/2014	124,335.01	55,367.00	68,968.01	12,586,345.39	Noncallable
47	11/1/2014	124,335.01	55,065.26	69,269.75	12,517,075.64	Noncallable
48	12/1/2014	124,335.01	54,762.21	69,572.80	12,447,502.84	Noncallable
49	1/1/2015	124,335.01	54,457.82	69,877.19	12,377,625.65	Noncallable
50	2/1/2015	124,335.01	54,152.11	70,182.90	12,307,442.75	Noncallable
51	3/1/2015	124,335.01	53,845.06	70,489.95	12,236,952.80	Noncallable
52	4/1/2015	124,335.01	53,536.67	70,798.34	12,166,154.46	Noncallable
53	5/1/2015	124,335.01	53,226.93	71,108.08	12,095,046.38	Noncallable
54	6/1/2015	124,335.01	52,915.83	71,419.18	12,023,627.20	Noncallable
55	7/1/2015	124,335.01	52,603.37	71,731.64	11,951,895.56	Noncallable
56	8/1/2015	124,335.01	52,289.54	72,045.47	11,879,850.09	Noncallable
57	9/1/2015	124,335.01	51,974.34	72,360.67	11,807,489.42	Noncallable
58	10/1/2015	124,335.01	51,657.77	72,677.24	11,734,812.18	Noncallable
59	11/1/2015	124,335.01	51,339.80	72,995.21	11,661,816.97	Noncallable
60	12/1/2015	124,335.01	51,020.45	73,314.56	11,588,502.41	Noncallable
61	1/1/2016	124,335.01	50,699.70	73,635.31	11,514,867.10	Noncallable
62	2/1/2016	124,335.01	50,377.54	73,957.47	11,440,909.63	Noncallable
63	3/1/2016	124,335.01	50,053.98	74,281.03	11,366,628.60	Noncallable
64	4/1/2016	124,335.01	49,729.00	74,606.01	11,292,022.59	Noncallable
65	5/1/2016	124,335.01	49,402.60	74,932.41	11,217,090.18	Noncallable
66	6/1/2016	124,335.01	49,074.77	75,260.24	11,141,829.94	Noncallable
67	7/1/2016	124,335.01	48,745.51	75,589.50	11,066,240.44	Noncallable
68	8/1/2016	124,335.01	48,414.80	75,920.21	10,990,320.23	Noncallable
69	9/1/2016	124,335.01	48,082.65	76,252.36	10,914,067.87	Noncallable
70	10/1/2016	124,335.01	47,749.05	76,585.96	10,837,481.91	Noncallable
71	11/1/2016	124,335.01	47,413.98	76,921.03	10,760,560.88	Noncallable
72	12/1/2016	124,335.01	47,077.45	77,257.56	10,683,303.32	Noncallable
73	1/1/2017	124,335.01	46,739.45	77,595.56	10,605,707.76	Noncallable
74	2/1/2017	124,335.01	46,399.97	77,935.04	10,527,772.72	Noncallable
75	3/1/2017	124,335.01	46,059.01	78,276.00	10,449,496.72	Noncallable
76	4/1/2017	124,335.01	45,716.55	78,618.46	10,370,878.26	Noncallable
77	5/1/2017	124,335.01	45,372.59	78,962.42	10,291,915.84	Noncallable
78	6/1/2017	124,335.01	45,027.13	79,307.88	10,212,607.96	Noncallable
79	7/1/2017	124,335.01	44,680.16	79,654.85	10,132,953.11	Noncallable
80	8/1/2017	124,335.01	44,331.67	80,003.34	10,052,949.77	Noncallable
81	9/1/2017	124,335.01	43,981.66	80,353.35	9,972,596.42	Noncallable
82	10/1/2017	124,335.01	43,630.11	80,704.90	9,891,891.52	Noncallable
83	11/1/2017	124,335.01	43,277.03	81,057.98	9,810,833.54	Noncallable
84	12/1/2017	124,335.01	42,922.40	81,412.61	9,729,420.93	Noncallable
85	1/1/2018	124,335.01	42,566.22	81,768.79	9,647,652.14	Noncallable
86	2/1/2018	124,335.01	42,208.48	82,126.53	9,565,525.61	Noncallable



87	3/1/2018	124,335.01	41,849.17	82,485.84	9,483,039.77	Noncallable
88	4/1/2018	124,335.01	41,488.30	82,846.71	9,400,193.06	Noncallable
89	5/1/2018	124,335.01	41,125.84	83,209.17	9,316,983.89	Noncallable
90	6/1/2018	124,335.01	40,761.80	83,573.21	9,233,410.68	Noncallable
91	7/1/2018	124,335.01	40,396.17	83,938.84	9,149,471.84	Noncallable
92	8/1/2018	124,335.01	40,028.94	84,306.07	9,065,165.77	Noncallable
93	9/1/2018	124,335.01	39,660.10	84,674.91	8,980,490.86	Noncallable
94	10/1/2018	124,335.01	39,289.65	85,045.36	8,895,445.50	Noncallable
95	11/1/2018	124,335.01	38,917.57	85,417.44	8,810,028.06	Noncallable
96	12/1/2018	124,335.01	38,543.87	85,791.14	8,724,236.92	Noncallable
97	1/1/2019	124,335.01	38,168.54	86,166.47	8,638,070.45	Noncallable
98	2/1/2019	124,335.01	37,791.56	86,543.45	8,551,527.00	Noncallable
99	3/1/2019	124,335.01	37,412.93	86,922.08	8,464,604.92	Noncallable
100	4/1/2019	124,335.01	37,032.65	87,302.36	8,377,302.56	Noncallable
101	5/1/2019	124,335.01	36,650.70	87,684.31	8,289,618.25	Noncallable
102	6/1/2019	124,335.01	36,267.08	88,067.93	8,201,550.32	Noncallable
103	7/1/2019	124,335.01	35,881.78	88,453.23	8,113,097.09	Noncallable
104	8/1/2019	124,335.01	35,494.80	88,840.21	8,024,256.88	Noncallable
105	9/1/2019	124,335.01	35,106.12	89,228.89	7,935,027.99	Noncallable
106	10/1/2019	124,335.01	34,715.75	89,619.26	7,845,408.73	Noncallable
107	11/1/2019	124,335.01	34,323.66	90,011.35	7,755,397.38	Noncallable
108	12/1/2019	124,335.01	33,929.86	90,405.15	7,664,992.23	Noncallable
109	1/1/2020	124,335.01	33,534.34	90,800.67	7,574,191.56	Noncallable
110	2/1/2020	124,335.01	33,137.09	91,197.92	7,482,993.64	Noncallable
111	3/1/2020	124,335.01	32,738.10	91,596.91	7,391,396.73	Noncallable
112	4/1/2020	124,335.01	32,337.36	91,997.65	7,299,399.08	Noncallable
113	5/1/2020	124,335.01	31,934.87	92,400.14	7,206,998.94	Noncallable
114	6/1/2020	124,335.01	31,530.62	92,804.39	7,114,194.55	Noncallable
115	7/1/2020	124,335.01	31,124.60	93,210.41	7,020,984.14	Noncallable
116	8/1/2020	124,335.01	30,716.81	93,618.20	6,927,365.94	Noncallable
117	9/1/2020	124,335.01	30,307.23	94,027.78	6,833,338.16	Noncallable
118	10/1/2020	124,335.01	29,895.85	94,439.16	6,738,899.00	Noncallable
119	11/1/2020	124,335.01	29,482.68	94,852.33	6,644,046.67	Noncallable
120	12/1/2020	124,335.01	29,067.70	95,267.31	6,548,779.36	Noncallable
121	1/1/2021	124,335.01	28,650.91	95,684.10	6,453,095.26	6,453,095.26
122	2/1/2021	124,335.01	28,232.29	96,102.72	6,356,992.54	6,356,992.54
123	3/1/2021	124,335.01	27,811.84	96,523.17	6,260,469.37	6,260,469.37
124	4/1/2021	124,335.01	27,389.55	96,945.46	6,163,523.91	6,163,523.91
125	5/1/2021	124,335.01	26,965.42	97,369.59	6,066,154.32	6,066,154.32
126	6/1/2021	124,335.01	26,539.43	97,795.58	5,968,358.74	5,968,358.74
127	7/1/2021	124,335.01	26,111.57	98,223.44	5,870,135.30	5,870,135.30
128	8/1/2021	124,335.01	25,681.84	98,653.17	5,771,482.13	5,771,482.13
129	9/1/2021	124,335.01	25,250.23	99,084.78	5,672,397.35	5,672,397.35
130	10/1/2021	124,335.01	24,816.74	99,518.27	5,572,879.08	5,572,879.08
131	11/1/2021	124,335.01	24,381.35	99,953.66	5,472,925.42	5,472,925.42
132	12/1/2021	124,335.01	23,944.05	100,390.96	5,372,534.46	5,372,534.46
133	1/1/2022	124,335.01	23,504.84	100,830.17	5,271,704.29	5,271,704.29
134	2/1/2022	124,335.01	23,063.71	101,271.30	5,170,432.99	5,170,432.99
135	3/1/2022	124,335.01	22,620.64	101,714.37	5,068,718.62	5,068,718.62
136	4/1/2022	124,335.01	22,175.64	102,159.37	4,966,559.25	4,966,559.25
137	5/1/2022	124,335.01	21,728.70	102,606.31	4,863,952.94	4,863,952.94
138	6/1/2022	124,335.01	21,279.79	103,055.22	4,760,897.72	4,760,897.72



139	7/1/2022	124,335.01	20,828.93	103,506.08	4,657,391.64	4,657,391.64
140	8/1/2022	124,335.01	20,376.09	103,958.92	4,553,432.72	4,553,432.72
141	9/1/2022	124,335.01	19,921.27	104,413.74	4,449,018.98	4,449,018.98
142	10/1/2022	124,335.01	19,464.46	104,870.55	4,344,148.43	4,344,148.43
143	11/1/2022	124,335.01	19,005.65	105,329.36	4,238,819.07	4,238,819.07
144	12/1/2022	124,335.01	18,544.83	105,790.18	4,133,028.89	4,133,028.89
145	1/1/2023	124,335.01	18,082.00	106,253.01	4,026,775.88	4,026,775.88
146	2/1/2023	124,335.01	17,617.14	106,717.87	3,920,058.01	3,920,058.01
147	3/1/2023	124,335.01	17,150.25	107,184.76	3,812,873.25	3,812,873.25
148	4/1/2023	124,335.01	16,681.32	107,653.69	3,705,219.56	3,705,219.56
149	5/1/2023	124,335.01	16,210.34	108,124.67	3,597,094.89	3,597,094.89
150	6/1/2023	124,335.01	15,737.29	108,597.72	3,488,497.17	3,488,497.17
151	7/1/2023	124,335.01	15,262.18	109,072.83	3,379,424.34	3,379,424.34
152	8/1/2023	124,335.01	14,784.98	109,550.03	3,269,874.31	3,269,874.31
153	9/1/2023	124,335.01	14,305.70	110,029.31	3,159,845.00	3,159,845.00
154	10/1/2023	124,335.01	13,824.32	110,510.69	3,049,334.31	3,049,334.31
155	11/1/2023	124,335.01	13,340.84	110,994.17	2,938,340.14	2,938,340.14
156	12/1/2023	124,335.01	12,855.24	111,479.77	2,826,860.37	2,826,860.37
157	1/1/2024	124,335.01	12,367.51	111,967.50	2,714,892.87	2,714,892.87
158	2/1/2024	124,335.01	11,877.66	112,457.35	2,602,435.52	2,602,435.52
159	3/1/2024	124,335.01	11,385.66	112,949.35	2,489,486.17	2,489,486.17
160	4/1/2024	124,335.01	10,891.50	113,443.51	2,376,042.66	2,376,042.66
161	5/1/2024	124,335.01	10,395.19	113,939.82	2,262,102.84	2,262,102.84
162	6/1/2024	124,335.01	9,896.70	114,438.31	2,147,664.53	2,147,664.53
163	7/1/2024	124,335.01	9,396.03	114,938.98	2,032,725.55	2,032,725.55
164	8/1/2024	124,335.01	8,893.17	115,441.84	1,917,283.71	1,917,283.71
165	9/1/2024	124,335.01	8,388.12	115,946.89	1,801,336.82	1,801,336.82
166	10/1/2024	124,335.01	7,880.85	116,454.16	1,684,882.66	1,684,882.66
167	11/1/2024	124,335.01	7,371.36	116,963.65	1,567,919.01	1,567,919.01
168	12/1/2024	124,335.01	6,859.65	117,475.36	1,450,443.65	1,450,443.65
169	1/1/2025	124,335.01	6,345.69	117,989.32	1,332,454.33	1,332,454.33
170	2/1/2025	124,335.01	5,829.49	118,505.52	1,213,948.81	1,213,948.81
171	3/1/2025	124,335.01	5,311.03	119,023.98	1,094,924.83	1,094,924.83
172	4/1/2025	124,335.01	4,790.30	119,544.71	975,380.12	975,380.12
173	5/1/2025	124,335.01	4,267.29	120,067.72	855,312.40	855,312.40
174	6/1/2025	124,335.01	3,741.99	120,593.02	734,719.38	734,719.38
175	7/1/2025	124,335.01	3,214.40	121,120.61	613,598.77	613,598.77
176	8/1/2025	124,335.01	2,684.49	121,650.52	491,948.25	491,948.25
177	9/1/2025	124,335.01	2,152.27	122,182.74	369,765.51	369,765.51
178	10/1/2025	124,335.01	1,617.72	122,717.29	247,048.22	247,048.22
179	11/1/2025	124,335.01	1,080.84	123,254.17	123,794.05	123,794.05
180	12/1/2025	124,335.01	540.96	123,794.05	0.00	
Grand Totals		22,380,301.80	8,082,233.80	14,298,068.00		





Timothy J. Dee
Managing Director

Banc of America Public Capital Corporation
100 Federal Street, 32-01
Boston MA 02110
Phone: 617.434.1904
Fax: 617.434.1735
e-mail: timothy.j.dee@bankofamerica.com

May 8, 2009

Mr. Keith Williams-Goldman
KWG Consulting LLC
117 Kimberlin Heights Dr
Oakland, Ca 94619
VIA EMAIL: kwgsolo@sbcglobal.net

Dear Mr. Williams-Goldman:

Banc of America Public Capital Corp (BAPCC) is pleased to submit to you our financing proposal described in the attached Summary of Terms and Conditions (the "Term Sheet"). This Term Sheet contemplates a \$15,000,000 tax-exempt lease-purchase financing for the Department of Corrections ("DOC") / State of Florida. The asset type(s) are various energy management systems, energy conservation measures, and related soft costs (i.e. design, engineering and installation). The interest rate and payments as quoted on the attached Term Sheet will float with the indicated SWAP rates until fifteen (15) business days prior to funding pursuant to the terms and conditions as set forth in the Term Sheet.

BAPCC offers unique qualifications that can be leveraged on behalf of the DOC to complete this financing smoothly and efficiently. Among the most important are the following:

1. BAPCC has vast experience in tax-exempt municipal lease financing of energy performance contracts and has financed numerous such projects nationwide.
2. BAPCC has a dedicated energy services team in place to facilitate underwriting and closing the transaction within a short period of time.
3. BAPCC is a leading provider of tax-exempt financing, backed by the resources and capabilities of Bank of America.
4. Our rates and payments are based upon a "Gross Funding" – meaning that interest earned on the escrow account accrues to the benefit of the DOC. Time, effort and cost will be minimized for the DOC if BAPCC is fortunate enough to be selected to work on this transaction.

This proposal letter and the term sheet include only a brief description of the principal terms of the proposed transaction. This is not a commitment or offer to lease, and does not create any obligation of BAPCC unless and until we give you written notice of our decision to proceed with the proposed transaction after completion of our review and analysis.

BAPCC will not be responsible or liable for any damages, consequential or otherwise, that may be incurred or alleged by any person or entity, including the DOC, as a result of this proposal letter. If BAPCC decides to proceed with the proposed transaction after completing its review and analysis, it will notify you in an approval letter that contains the principal terms and conditions of this proposal and any additional conditions BAPCC may require.

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May 8, 2009

If you wish BAPCC to continue its review and analysis process for the proposed transaction, please sign the enclosed copy of this letter and return it, by no later than May 18, 2009, to Banc of America Public Capital Corp, 100 Federal St Boston, Massachusetts 02110, Attention: Timothy J. Dee (fax 617-434-1814).

We look forward to your positive response to this proposal and appreciate this opportunity to present our leasing services.

Very truly yours,

BANC OF AMERICA PUBLIC CAPITAL CORPORATION



By: Timothy J. Dee

Title: Managing Director

The undersigned, by its authorized representative below, accepts the above proposal, agrees to furnish Lessor, its affiliates and its successors and assigns any information relating to the business or financial condition of Lessee or its affiliates, and authorizes Lessor, its affiliates and its successors and assigns to disclose to, discuss with and distribute such information (and any information they may already have) to any other affiliates or proposed assignees or successors of Lessor.

Proposal Accepted By:

DEPARTMENT OF CORRECTIONS

By: _____

Title: _____

Date: _____

Tax ID: _____

**SUMMARY OF TERMS AND CONDITIONS
TAX-EXEMPT LEASE-PURCHASE AGREEMENT**

<u>Date:</u>	May 11, 2009
<u>Lessee:</u>	Department of Corrections / State of Florida
<u>Lessor:</u>	Banc of America Public Capital Corp, or its affiliate or designee (BAPCC)
<u>Vendor:</u>	FPL Services, LLC
<u>Equipment Description:</u>	<p>Equipment: Complete design, engineering and installation of various energy efficiency and energy conservation measures as described in the Scope of Work of the Energy Management Performance Contract to be entered into between Lessee and Vendor.</p> <p>Maximum Purchase Price: \$15,000,000</p>
<u>Transaction Structure:</u>	<p>The proposed transaction (the "Lease") shall be structured as a tax-exempt lease-purchase agreement, with repayment by Lessee subject to annual appropriation of funds by the Lessee's governing body. The equipment shall be deemed personal property, and title shall vest immediately with Lessee subject to a contractual obligation by Lessee to return the Equipment to Lessor should an event of non-appropriation occur under the Lease. All tax benefits related to the equipment shall remain with Lessee. The Lease will be a net financial lease, with all expenses (including but not limited to insurance, maintenance, and taxes) for the account of Lessee.</p>
<u>Escrow Funding:</u>	<p>The Lease will be structured as an advanced funded transaction with the full proceeds of the Lease disbursed to an Acquisition Fund on the closing date. A trust company will be selected by BAPCC to be the Acquisition Fund Agent. At or after closing, Lessee will draw down the funds to pay Vendor invoices as provided in the Acquisition Fund and Account Control Agreement and related documents. All interest earnings from the Acquisition Fund will be for Lessee's benefit. There is no upfront set-up fee or annual administrative fee associated with the Acquisition Fund.</p>
<u>Closing Date:</u>	The Lease is anticipated to commence on or before July 1, 2009, but in no case later than September 15, 2009.
<u>Term:</u>	Fifteen (15) years after completion of installation (estimated to be eighteen (18) months).
<u>Lease Payments:</u>	Lease payments will be payable in equal monthly installments during the fifteen (15) year base lease term, each in arrears.

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Indicative

Interest Rate: 5.35%. The Indicative Interest Rate is indicative of the fixed rate of interest to be paid by Lessee to Lessor during the term of the Lease. The Indicative Interest Rate is subject to change as described below.

PLEASE BE ADVISED THAT THE PROPOSED INDICATIVE PRICING SET FORTH ABOVE IS ONLY AVAILABLE FOR TRANSACTIONS THAT ARE FULLY FUNDED OR FOR SPECIFIC EQUIPMENT THAT HAS COMMENCED FUNDING UNDER A PROGRESS PAYMENT AGREEMENT PURSUANT TO THIS PROPOSAL WITHIN 90 DAYS OF THE DATE OF THIS PROPOSAL LETTER. THEREAFTER, LESSOR MAY AT ITS DISCRETION ADJUST ITS PRICING TO REFLECT ADVERSE CHANGES IN ITS COST OF FUNDS OR CHANGES GENERALLY IN MARKET CREDIT MARGINS.

Interest Rate

Index: The final Interest Rate shall be determined by Lender within fifteen (15) business days of closing utilizing the following index:

$$\text{Interest Rate} = (\text{Interest Swap Rate} \times 65\%) + 3.13\%$$

where "Interest Swap Rate" is defined as the 11.8-year Interest Rate Swap contained in the Federal Reserve Statistical Release H.15. As of May 6, 2009, the Interest Swap Rate was 3.42%.

**Rate-Lock /
Make-Whole
Provision:**

As an alternative to the indexing methodology described above, the Lessee may choose to lock the Interest Rate at the Indicative Interest Rate by executing the attached Forward Rate Lock Agreement. Please see the Forward Rate Lock Agreement for terms and conditions.

**Market
Disruption:**

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN THE EVENT ANY MATERIAL CHANGE SHALL OCCUR IN THE FINANCIAL MARKETS AFTER THE DATE OF THIS PROPOSAL LETTER, INCLUDING BUT NOT LIMITED TO ANY GOVERNMENTAL ACTION OR OTHER EVENT WHICH MATERIALLY ADVERSELY AFFECTS THE EXTENSION OF CREDIT BY BANKS, LEASING COMPANIES OR OTHER LENDING INSTITUTIONS, LESSOR MAY MODIFY THE INDICATIVE PRICING DESCRIBED ABOVE.

**Bank
Qualified:**

Lessee reasonably anticipates that the total amount of tax-exempt obligations to be issued this calendar year will not exceed \$30 million; therefore, Lessee shall designate the Lease as a Qualified Tax-Exempt Obligation pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

**Tax Exempt
Transaction:**

The Lease payments have been calculated based on the assumptions and representations that Lessee:

1. is a body politic and corporate and a public instrumentality duly created and validly existing under the laws of Florida

2. is authorized under the laws of Florida to enter into the Energy Management Performance Contract, the Lease and all related documents (the "Contract Documents"), and to perform all of its obligations under the Contract Documents; and
3. has duly authorized the execution and delivery of the Contract Documents under the terms of a resolution of its governing body or by other appropriate official approval, and all requirements and procedures have been satisfied in order to ensure the enforceability of the Contract Documents, and Lessee has complied with all applicable public bidding requirements.

Lessee shall provide Lessor with such evidence as Lessor may request to substantiate and maintain such tax status, and shall make such further representations and certifications as are customary in tax-exempt transactions. Lessee will indemnify Lessor for Lessee's "acts and omissions" on an after-tax basis, against any loss of Federal income tax exemption of the interest portion of the Lease payments and against any penalties and interest imposed by the Internal Revenue Service on Lessor in connection therewith on a lump-sum basis. Lessee shall comply with the filing requirements of Section 149(e) of the Code.

Purchase Option:

Lessee may purchase the Equipment by prepaying the lease in whole, but not in part, on any Lease payment due date after the fifth anniversary of the lease commencement date. Prepayment will include the outstanding Lease balance, plus any accrued but unpaid interest and any past due amounts or other amounts then owing under the Lease, together with the prepayment premium.

Assignment:

Lessor may sell, assign or encumber all or any part of its right, title and interest in the Lease and related documents; however, in no event shall the Lessor assign this agreement as a public offer of participation. Lessee consents to a private placement transaction within the meaning of applicable federal securities laws. The Lease and related documents may be offered and sold solely to one or more persons who are reasonably believed to be qualified institutional buyers or accredited investors. Any such assignment shall be deemed effective upon written notification by Lessor to Lessee.

Expenses:

Lessee will be responsible for its costs of legal and administrative review including preparation & negotiation of the Contract Documents, whether or not the Lease is executed.

Closing Documents:

Lease-purchase documents in form and substance satisfactory to Lessor and Lessee must be executed and delivered by Lessee to Lessor prior to closing. Lessee shall provide board resolutions, incumbency certificates, opinions and other documentation required by Lessor.

Opinion of Counsel:

Counsel to Lessee shall deliver an opinion to Lessor at closing in form and substance satisfactory to Lessor. The opinion of counsel will provide, among other matters:

- (a) the portion of Lease payments designated as and constituting interest paid by or on behalf of Lessee is excluded from Lessor's gross income for federal income

Page 6 of 6
May 8, 2009

tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State personal income taxes;

- (b) such interest is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes; and
- (c) counsel has examined, approved and attached the text of the enabling resolution of Lessee's governing body authorizing Lessee to enter into the Lease.
- (d) the Lease is a duly authorized, legal, valid and binding agreement, enforceable against Lessee.

Utilization Period:

The latest date for any funding from the Acquisition Fund will be eighteen months from the Commencement Date. Final funding may be made directly to Lessee, if necessary to comply with the Utilization Period.

Proposal

Expiration Date:

This Term Sheet shall expire on May 18, 2009 if not previously executed by Lessee, unless extended at the sole discretion of Lessor.

Other:

Lessor will be named as Co-Obligee under any Payment and/or Performance Bond(s) provided by Vendor.

Credit

Due Diligence:

In order for Lessor's Credit Administration Group to expedite its review of the credit, Lessor will require the following Lessee information:

- 3 most recent years of audited financial statements
- Current-year fiscal budget
- Additional information may be requested by Lessor during the underwriting process.

All American Investment Group, LLC

Private Investment Banking

FINANCING PROPOSAL For State of Florida – Dept. of Corrections

Proposal Date: May 11, 2009

Transaction Structure:	Tax-Exempt Lease Purchase Agreement (the "Agreement")	
Amount to Finance:	Est. Project Cost:	\$ 14,298,068
	Issuance Costs:	\$ 15,000
	TOTAL FINANCE AMOUNT:	\$ 14,313,068
Term of Lease:	Fifteen (15) years with monthly payments in arrears commencing thirty (30) days after the project completion date.	
Project Completion Date:	Eighteen (18) months from the commencement date of the Agreement	
Interest Rate:	5.25%	
Payment Information:	Monthly payment amount \$124,465.45 (annualized amount \$1,493,585)	
	Total of Payments:	\$22,403,781
	Less Amt. Financed:	\$14,313,068
	Total Finance Cost:	\$ 8,090,713
Documentation:	All American Investment Group, LLC ("All American") shall utilize the Schedule L financing agreement as required by the State. In addition, an Escrow Agreement shall be provided for the review of DFS upon bid award. The Escrow Agent shall be Deutsche Bank National Trust Corporation.	
Issuance Costs:	<p>Placement/Underwriting/Servicing Fees: There shall be a fee to cover Placement, Underwriting or Servicing Fees associated with this transaction in the amount of \$15,000. This amount has been added to the project cost and shall be amortized over the term of the transaction.</p> <p>Bond Counsel Fee: Although unmentioned in the RFP for financing, the State of Florida requires a bond counsel opinion from Bryant Miller and Olive, PC on all deals entered into by the State. The cost of this is \$15,000. This can either be included in the finance amount or paid directly by the State to BMO. Since it was not included in the RFP, it is being assumed that it is being paid for outside of the financing.</p>	
Escrow Arrangement:	Upon credit approval and receipt of executed documentation, an escrow account shall be established to accommodate the project installation costs with Deutsche Bank National Trust Corporation as Escrow Agent. Proceeds shall remain in the escrow account and disbursed as the State authorizes the disbursement of funds to the vendor.	

All American Investment Group, LLC

Private Investment Banking

All interest accrued while the funds are in escrow shall inure to the benefit of the State. The State does NOT allow for a net funded escrow; therefore, the benefit of earnings shall be applied to the financing at the conclusion of the installation period.

Escrow Account Estimated Interest Earnings Rate: 1.00%
 Cost of Establishing Escrow Account: \$0
 Cost of Administration/Service: \$0

Estimated Earnings

IDC Calculation:

Est. Rate 1.00%	PV	FV
Day 0	\$ 15,000	\$ 15,000
Day 30	\$ 428,590	\$ 428,942
Day 150	\$ 1,423,943	\$1,429,806
Day 210	\$ 2,132,406	\$2,144,710
Day 300	\$ 3,119,827	\$3,145,575
Day 390	\$ 2,829,222	\$2,859,614
Day 480	\$ 2,822,255	\$2,859,614
Day 540	\$ 1,408,810	\$ 1,429,807
TOTALS:	\$14,180,053	\$14,313,063

Estimated Earnings: \$133,015

Capitalized Interest:

Construction period interest is capitalized into the cost of the lease and financed through the payment stream over the term of the lease. It is NOT added to the principal amount being financed. Capitalized interest accrues at the same rate as the transaction interest rate, on a per diem basis.

Prepayment:

The deal can be prepaid in whole on any payment date in years 10-15 of the lease at 100% of the outstanding principal balance.

The interest rates contained within this Financing Proposal are based upon current market conditions. Interest rates are valid for a period of forty-five (45) days from the Proposal Date subject to execution of mutually acceptable documentation and no material adverse change in the financial condition and/or credit rating of the State. Please do not hesitate to contact me with any further questions that you might have in regard to this proposal.

Sincerely,

Karen L. Keeler

Karen L. Keeler
 Senior Vice President

Appendix D

Other contracts with entities other than Company

[N/A]



Division of Real Estate Development and Management
4050 Esplanade Way, Suite 315
Tallahassee, Florida 32399-0950
Tel: 850.488.2074
Fax: 850.922.5844
www.dms.MyFlorida.com

Governor Charlie Crist

Secretary Linda H. South

November 4, 2009

Rob Risley
Sales Manager
FPL Energy Services
1813 Lee Street
Fort Meyers, FL 33901

Mr. Risley:

I have reviewed the Department of Corrections Phase III Audit dated March 3, 2009 and found it to be in order technically. I believe the information provided in the Audit report, along with approval of the revisions dated May 18, 2009 by the Department of Corrections, provides the necessary technical documentation for the Florida Department of Corrections to enter into a Guaranteed Energy Performance Savings Contract.

Please submit the Audit to DFS for contract and financing approval and copy me and Dan Hedrick with any revisions you make for approval.

Sincerely,

Darren E. Fancher, P.E.
Professional Engineer III
Department of Management Services
Division of Real Estate Development & Management
4050 Esplanade Way, Suite 335

We serve those who serve Florida.

Department of Corrections Phase 3 Pricing

ECM #	Descriptions	Amount
1	Lighting Labor	\$581,401
1	Lighting Material	\$406,368
2	Water Conservation Labor	\$1,652,583
2	Water Conservation Material	\$2,056,668
3	HVAC Labor	\$334,736
3	HVAC Material	\$186,395
3	Engineering	\$22,589
4	Steam Boiler Replacement	\$2,339,368
4	Laundry Equipment	\$790,109
4	Engineering	\$30,445
5	Water/Wastewater Treatment	\$335,260
6	Load Control	\$20,350
	Administrative	\$71,977
	Bonding	\$89,049
	Project Management	\$697,809
	Construction Management	\$197,280
	Commissioning	\$210,695
	Contingency	\$215,493
	Feasibility Study	\$597,754
	Measurement and Verification	\$890,059
	Subtotal	\$11,726,388
	Overhead	\$1,758,958
	Subtotal	\$13,485,346
	Profit	\$1,348,535
	Project Cost	\$14,833,881

FINANCING AGREEMENT

SCHEDULE L

*By and between
State of Florida, Department of Correction
and
Capital One Public Funding, LLC*

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SCHEDULE L FINANCING AGREEMENT

This Financing Agreement ("Agreement"), which is made and entered into as of the date last executed, between Capital One Public Funding, LLC ("Lender"), a limited liability company duly formed and existing under the laws of the State of New York, and State of Florida, Department of Corrections ("Agency"), an Agency of the State of Florida.

WHEREAS, Agency owns and operates the Facilities, and is in need of energy saving equipment and service designed to save energy and associated energy costs at said Premises and has entered into a contract for the purchase, delivery and/or installation of the Equipment ("Energy Savings Contract") by and between FPL Services, LLC and State of Florida, Department of Corrections dated effective April 21, 2010, which contract is required to contain the following:

- A written energy guarantee by the qualified provider that the energy or operating cost savings will meet or exceed the cost of energy conservation measures.
- A statement that at least one twentieth of the price must be paid within two years from the date of complete installation and acceptance by the state, that the remaining costs are to be paid at least quarterly, not to exceed a 20 year term, based on life cycle cost calculations and that the savings are guaranteed to the extent necessary to make payments for the systems.
- Provide a bond in compliance with Section 255.05, Florida Statutes.
- A statement that the term of any contract expires at the end of each Fiscal Year, but may be automatically renewed, subject to the Agency making sufficient annual appropriations, and paid with realized savings.
- A statement that the contract does not constitute a debt, liability, or obligation of the state; and

WHEREAS, pursuant to The Guaranteed Energy Performance Savings Contracting Act, Section 489.145, Florida Statutes (the "Act"), this Agreement may not grant the lender rights or privileges that exceed the rights and privileges available to the Company; and

WHEREAS, Agency desires to obtain financing from Lender and to compensate Lender for its services; and Lender desires to provide financing to Agency; and

WHEREAS, Agency is authorized under the Constitution and the laws of the State of Florida to enter into this Contract for the purposes set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

I. Definitions and Exhibits

The following terms have the meanings specified below unless the context clearly requires otherwise. Terms with the initial letter capitalized will have the same meaning as defined in the Model Guaranteed Energy Performance Savings Contract, unless otherwise defined in this Agreement.

a) Agency: "Agency" means the Agency which is the State of Florida, a municipality, or political subdivision thereof, which has entered into this Agreement, or any governmental entity succeeding to the powers and duties of any of the foregoing pursuant to law or governmental reorganization.

b) Company: The guaranteed energy performance savings contractor from whom Agency has ordered or with whom Agency has contracted for the commodities and services regarding the Equipment pursuant to the Energy Savings Contract. Also known as the Guarantor, which is the guarantor under the Energy Savings Contract.

c) Commencement Date: The date following receipt by Company of Agency's Certificate of Acceptance to Company on which the Agency's payments begin and the Lender makes payment to the Company(s) for the purchase

price of the Equipment or deposits the purchase price of the Equipment into an escrow account pursuant to the alternative provided in Section 5(h) hereof.

d) Equipment: All items of property described in the Equipment Schedule (Exhibit B) as to each Equipment Group and any other items of property pursuant to Section 489.145, Florida Statutes.

e) Effective Date: the date last executed by the Lender and Agency

~~f) Fiscal Year: The 12-month fiscal period of Agency which commences in every year on July 1 and ends in every year on June 30 or, if different, the fiscal period used by Agency for its financial accounting and budgeting purposes.~~

g) Legally Available Funds: funds that the governing body of Agency obtains by Legislative appropriation or from energy guarantee payments made by the Guarantor or are otherwise legally available for the purpose of making Payments under this Agreement

h) Non-Appropriation: The failure of the governing body of Agency or Legislature to appropriate money for any Fiscal Year of Agency sufficient for the continued performance by Agency of all of Agency's obligations under this Agreement as evidenced by the passage of a final budget which does not include funding sufficient to pay all Payments due under this Agreement for a designated Fiscal Year.

i) Payment Date: The date upon which any Payment is due and payable as provided in Exhibit A.

j) Principal Balance: With respect to any Equipment Group as of the Payment Dates specified in the Exhibit A, plus any other amounts of principal and/or interest accrued and unpaid on the applicable Payment Date.

k) Payment: With respect to the Equipment Group, the payment due from Agency to Lender on each Payment Date during the Term as shown in the Exhibit A completed for such Equipment Group.

l) Specifications: The procurement specifications and/or purchase order pursuant to which Agency has ordered any Equipment from a Company.

m) State Agency: each state department, departmental unit described in Sec. 20.04, Florida Statutes, commission, regional planning agency, board, district, and authority.

n) Exhibit A: Form of the Payment Schedule as to each Equipment Group for which a Certificate of Acceptance, Exhibit II (ii) to the Energy Savings Contract, has been received.

o) Exhibit B: Form of the final Schedule of Equipment and Equipment List for each Equipment Group.

p) Exhibit C: Form of Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes on Public Entity Crimes.

q) Exhibit D: Form of Certificate of Acceptance.

r) Exhibit E: Form of Opinion of Agency Counsel.

s) Exhibit F: Form of Escrow Agreement.

2. Term.

a) The initial term of this Agreement ("Initial Term") shall commence as of the execution of this Agreement (as specified in the initial Exhibit A to this Agreement) and expire on the last day of the Fiscal Year. Beginning at the

expiration of the Initial Term, the term of this Agreement shall automatically be extended upon the successive appropriation by Agency's governing body of amounts sufficient to pay Payments during the next succeeding Fiscal Year (hereinafter "Renewal Term") for the number of Renewal Terms, each coextensive with each successive Fiscal Year, as are necessary for all payments identified in Exhibit A to this Agreement to be paid in full, unless this Agreement is terminated as provided in Section 5 hereof or otherwise expressly provided in this Section 2.

b) The term of this Agreement will expire upon the first to occur of (a) the expiration of the Initial Term or any Renewal Term during which an Event of Non-Appropriation occurs, (b) the day after all Payments due under this Agreement have been paid in full, (c) the day after the prepayment is paid in full, except as otherwise provided in this Agreement, or (d) an Event of Default (as defined in Section 20 hereof) under this Agreement and Lender's termination of Agency's rights hereunder as provided in Section 21 hereof. Agency hereby agrees to pay Payments under this Agreement, but only from Legally Available Funds, in the amounts and on the dates specified in Exhibit A to this Agreement.

c) Extension of the term for any period beyond the initial period shall not operate to change in any manner the method by which interest rates are established for this Agreement.

3. Representations and Warranties

a) Each party warrants and represents to the other that:

i) it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;

ii) its execution, delivery, and performance of this Agreement have been duly authorized by, or are in accordance with, its organic instruments, and this Agreement has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;

iii) its execution, delivery, and performance of this Agreement will not breach or violate, or constitute a default under any Agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected; or

iv) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

b) Representations of Agency. Agency hereby represents and warrants that:

i) All financial statements and other information submitted to Lender by Agency were true, correct and complete in all material respects on the date submitted and, as of the date of this Agreement, there has been no material adverse change in any matter stated in such financial statements and other information.

ii) The execution, delivery and performance of this Agreement have been duly authorized by a duly adopted resolution of Agency's governing body, or by other appropriate official action, and such action is in compliance with all public bidding and other state and federal laws applicable to this agreement and the acquisition and financing of the Equipment by Agency.

iii) All requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement.

iv) Agency has made sufficient appropriations or has other Legally Available Funds to make all Payments due during the Initial Term.

v) Agency is not subject to any legal or contractual limitation or provision of any nature whatsoever that in any way limits, restricts or prevents Agency from entering into this Agreement or performing any of its obligations under this Agreement, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

vi) Agency has entered into this Agreement for the purpose of purchasing, acquiring or leasing the Equipment identified in Exhibit B hereto and not for the purpose of refinancing any outstanding obligation of Agency more than 90 days in advance of its Payment or prepayment date. The Purchase Price for the Equipment will be paid directly by Lender (or its assigns), at the direction of Agency and upon presentation of proper documentation, to the Company, and no portion of the Purchase Price for the Equipment under this Agreement will be paid to Agency as reimbursement for any expenditure paid by Agency more than 60 days prior to the execution and delivery of this Agreement. If the alternative escrow procedure in Section 5(h) is utilized, the foregoing will be confirmed with respect to each Equipment Group being financed, provided, however, that if the alternative escrow procedure is utilized, the interest rate shall be determined as of date of this Agreement.

vii) Agency has entered into a legal, valid, binding and enforceable Energy Savings Contract with Company for the installation of the Equipment on terms and conditions acceptable to Agency.

4. Title

During the Term, legal title to and ownership of all Equipment and any and all repairs, replacements, substitutions and modifications thereto shall be in Agency, and Agency shall take all actions necessary to vest such title and ownership in Agency. Agency, at its expense, will keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Agency's creditors and other persons. In the event that the installation of any component of any item of Equipment could be deemed to require a performance and payment bond under Section 255.05, Florida Statutes, or be deemed subject to the mechanic's lien provisions of Chapter 713, Florida Statutes, or any successor statute to each, as same may be amended from time to time, Agency shall require such bonds, post such notices and do all other things provided for under such laws in order to keep the Equipment free of and exempt from all liens.

5. Payments

a) The Lender hereby finances the Equipment to the Agency, and the Agency hereby agrees to the financing of such Equipment from the Lender under the terms of this Agreement and as set forth herein. On Commencement Date Lender shall pay the Company and provide the Agency with the final form of Exhibit A for this Agreement, which shall include the Commencement Date and serve as the invoice for the periodic Payments due under this Agreement. A copy of the final payment schedule must be provided to all parties as indicated in Section 24 Notices.

b) As Payment for Lender's Equipment financing described herein, Agency agrees to pay lender or its assigns at the mailing address set forth in Section 24 (or at such other address as may be designated from time to time pursuant to Section 24 hereof) the Payments on the dates and in the amounts set forth in Exhibit A to this Agreement; provided, however, that Agency is required to make such Payment only from Legally Available Funds. Agency represents that it reasonably believes that funds can be obtained that are sufficient to make all Payments to become due during the term of this Agreement and agrees that it will do all things legally within its power to obtain and maintain funding from which such payments may be made, including making provisions for such Payments to the extent necessary in each biennial or annual budget submitted for the purpose of obtaining appropriations.

c) Agency's obligation to make Payments hereunder constitutes a current obligation payable exclusively from Legally Available Funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement. Agency has not pledged its full faith and credit or its taxing power to make any Payments under this Agreement.

d) Interest shall accrue under this Agreement from and after the Commencement Date and Agency shall make Payments in accordance with this Section, all in consideration of Lender's entering into this Agreement, and agreeing to provide the financing contemplated hereby.

e) Late Charges. The Lender must pay the purchase price of each Equipment Group within thirty (30) days after Lender has received the Certificate of Acceptance, Exhibit II (ii) to the Energy Savings Contract (Commencement Date). If the Lender does not make the Payment due the Company within the time limits established in Section 215.422, Florida Statutes, then the Lender shall pay from its own funds any interest assessed for untimely payment. If the Agency does not make the Payment due the Lender within the time limits established in Section 215.422, Florida Statutes, then the Agency shall pay any interest assessed for untimely payment. The interest rate will be the rate set pursuant to Section 55.03, Florida Statutes.

f) Prepayment Option.

(i) On or after October 1, 2021, Agency shall have the option to prepay its obligations in whole or in part under this Agreement on any Payment Date, without penalty, for the then applicable Principal Balance set forth in Exhibit A relating thereto in the manner provided in this Section.

(ii) Agency shall give notice to Lender of its intention to exercise its prepayment option with respect to this Agreement not less than thirty (30) days prior to the date on which the option will be exercised and shall deposit with Lender on the date of exercise an amount equal to the applicable Principal Component balance set forth in the related Exhibit A. Lender shall furnish a statement of the prepayment amount annually, and upon prepayment, refund any unearned portion of the interest charged to Agency.

(iii) In the event of a partial prepayment, the Agency's notice to the Lender shall state the applicable partial prepayment amount. Upon payment of the applicable principal in respect thereof, Lender will then apply the principal component of such funds as a reduction in principal and revise the Schedule by reducing the amount of the final payment (or payments, in inverse order).

(iv) In the event of a full prepayment, the Agency's notice to the Lender shall state the prepayment will be in full and then on such date Agency shall pay the corresponding Principal Balance. Upon making such payment and any other previously outstanding amounts due, the obligation shall be considered paid in full.

g) Notwithstanding anything to the contrary in this Agreement, to the extent the Energy Cost Savings are less than the guaranteed level reflected in the Energy Savings Guarantee in the Energy Savings Contract, Agency is required to pay Lender only up to the actual level of Legally Available Funds.

h) Alternative Procedure; Escrow Agreement. Notwithstanding any other provisions herein, as to any one or more Equipment Groups, Lender and Agency may enter into an escrow agreement establishing an account from which the Equipment Group cost is to be paid in separate increments (the "Escrow Account"). In the event it is determined that an Escrow Account shall be established, (i) Lender and Agency shall complete and execute an Exhibit A relating to the entire Equipment Group; (ii) Agency shall, if Lender so requests, execute a tax certificate as may be required to assure compliance with federal income tax laws and regulations; (iii) the Lender shall deposit into such Escrow Account the amount of the cost of such Equipment Group; (iv) the amount deposited by Lender into the Escrow Account shall be repaid by the Payments due under the related Exhibit A; and (v) the Payments relating to the Equipment Group shall have an aggregate Principal Component equal to the amount of Lender's deposit into the Escrow Account and shall be due and payable as provided in the related Exhibit A, commencing upon the deposit of funds by Lender into the Escrow Account. Agency acknowledges and agrees that no disbursements shall be made from an Escrow Account except for Equipment Groups that are operationally complete and functionally independent and which may be utilized by Agency without regard to whether the balance of the Equipment Groups are delivered and accepted and in accordance with a written escrow agreement executed by each of Agency, Lender and an escrow agent, which may be Treasury, in substantially the form attached hereto as Exhibit F (or such other escrow agent as is acceptable to the Agency and CFO). Any balance remaining in the escrow account on the date of complete installation

and acceptance shall be used to reduce the loan principal with recalculation of the loan payments for the same term. Lender shall provide the Agency with the final form of Exhibit A for this Agreement, which shall include the Commencement Date and the recalculated payments and shall serve as the invoice for the periodic Payments due under this Agreement. A copy of the final payment schedule must be provided to all parties as indicated in Section 24 Notices.

i) Payment Term Limitations. The payment term may not exceed the useful life of the equipment unless the contract provides for the replacement or extension of the useful life of the equipment during the term of the loan. ~~Payments of not less than one-twentieth of the price to be paid must be made within two years from the date of the complete installation and acceptance by the agency using straight-line amortization for the term of the loan, and the remaining costs to be paid at least quarterly. Estimated escrow earnings shall not be included in determining the Exhibit A Proposed Payment Schedule.~~

6. Unconditional Obligation.

Except as provided in Section 8, the obligation of Agency to make Payments from appropriated Legally Available Funds required hereunder and under each Agency Loan shall be absolute and unconditional in all events. Notwithstanding any dispute between Agency and Lender, Agency and Company or any other person, and except as expressly provided by law, e.g., Section 213.67(9), Florida Statutes, Agency shall make all Payments required hereunder when due and shall not withhold any Payment pending final resolution of such dispute nor shall Agency assert any right of set-off or counterclaim against its obligation to make Payments required hereunder. Agency's obligation to make Payments shall not be abated through accident, unforeseen circumstances, failure of the Equipment to perform, as desired, damage or destruction to the Equipment, loss of possession of the Equipment or obsolescence of the Equipment.

7. No Waiver of Sovereign Immunity.

Nothing herein shall be construed as waiving the sovereign immunity of the State of Florida or any agency or instrumentality thereof.

8. Termination.

a) Termination.

i) In the event of Non-Appropriation, this Agreement and each Equipment Schedule thereunder with respect to which such Non-Appropriation has occurred, shall terminate, and, at the option of Lender, provided in writing to Agency by Lender, may terminate, in whole, but not in part, as to all Equipment listed thereon, effective upon the last day of the Fiscal Year for which funds were appropriated, in the manner and subject to the terms specified in this Section. Lender may effect such termination by giving the other party a written notice of termination at which time Agency shall pay to Lender any Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal Year with respect to this Agreement. Agency shall endeavor to give reasonable notice of such termination prior to the end of the Fiscal Year for which appropriations were made, and shall notify Lender of any anticipated termination upon its determination thereof. In the event of termination of this Agreement as provided in this Section, Agency shall comply with Section 21.

ii) This Agreement is subject to termination upon the occurrence of an event of default, as provided in Section 21 hereof.

iii) No Equipment Schedule shall be executed after any Non-Appropriation or Event of Default with respect to a defaulting Agency or an Agency as to which a Non-Appropriation has occurred.

b) Intent To Continue Term; Appropriations.

i) Agency intends to continue the Agreement hereunder for its entire Term and to pay all Payments relating thereto. The Agency agrees to direct the person within such Agency in charge of preparing the Agency's budget to include in the budget request for each Fiscal Year the Payments becoming due in such Fiscal Year. The parties acknowledge that appropriation for Payment is a governmental function that the Agency cannot contractually

commit the governing body of Agency to perform and this Agreement does not constitute such a commitment. However, the Agency reasonably believes that money in an amount sufficient to make all Payments can and will lawfully be appropriated and made available to permit continued utilization of the Equipment in the performance of its essential functions during the applicable Terms.

ii) Agency is an agency of the State and Agency's performance and obligation to pay under this Agreement is contingent upon an annual appropriation. Agency, as an agency of the State, is subject to the appropriation of funds by the governing body of the Agency in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this Agreement for each and every Fiscal Year following the Fiscal Year in which the Agreement is in effect. Agency shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under this Agreement, provide prompt written notice to Lender of such event and upon the expiration of the period of time for which funds were appropriated be thereafter released of all further obligations in any way related to such Equipment except, as noted above, to comply with Section 21. Each Agency agrees to include in its appropriation request each year of the Agreement a request for an appropriation to fund the Agreement and any applicable Equipment Schedule.

iii) In the event that the appropriations has not been adopted by the governing body of the Agency prior to the expiration of a Fiscal Year, and no declaration of an intent not to appropriate has been made by the Agency, the Term of this Agreement will be deemed renewed pending the enactment of such appropriations act. If any Payments are due under this Agreement during such period, such Terms will be so extended only if: (a) an interim or emergency budget implemented by the governing body of the Agency pending enactment of a final budget makes available to the Agency money that may legally be used to make Payments during such period; or (b) sums are otherwise available to make such Payments.

c) Effect of Termination for Non-Appropriation. Upon termination of this Agreement for Non-Appropriation as provided in this Section, Agency shall not be responsible for the payment of any additional Payments coming due in succeeding Fiscal Years, but if Agency has not complied with the instructions received from Lender in accordance with Section 21(b), the termination shall nevertheless be effective, and Agency shall pay, on demand to Lender, from Legally Available Funds, the unpaid balance of the Agreement which is stipulated to be the principal balance as shown on Exhibit A as of the last day of the Fiscal Year for which funds were appropriated.

9. Tax Covenants.

a) Agency will take no action that would cause the Interest portion of the Payments to become includable in gross income of the recipient for federal income tax purposes under the Code and the Regulations, and Agency will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest portion of the Payments does not become includable in gross income of the recipient for federal income tax purposes under the Code and Regulations; all as amended from time to time.

b) Agency is a state or a political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code").

c) The payment of the Payments or any portion thereof under this Agreement is not (under the terms of this Agreement or any underlying arrangement) directly or indirectly:

i) secured by any interest in property, used or to be used in any activity carried on by any person other than a state or local governmental unit or payment in respect of such property; or

ii) on a present value basis, derived from payments (whether or not to Agency) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. No Equipment under this Agreement will be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Purchase Price for the Equipment under this Agreement will be used, directly or indirectly, to make or finance loans to any person other than Agency. Agency has not entered

into any management or other service contract with respect to the use and operation of the Equipment, except an Energy Savings Contract with Company to provide certain customary maintenance services for the Equipment.

10. Taxes.

a) The Agency shall pay any sales, property use, license or other taxes from which the Agency is not exempt, respecting the Equipment, imposed, assessed, levied or becoming due and payable on or after the Commencement Date, together with any penalties, fines or interest thereon. Any tax statement received by the Lender for taxes payable by the Agency shall be promptly forwarded by the Lender to the Agency for payment.

b) Agency shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by Lender, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Agency under this Section.

11. Insurance.

a) At its own expense, Agency will cause the Equipment to be enrolled in the State Risk Management Trust Fund pursuant to Chapter 284, Part I, Florida Statutes, which is the State self-insurance fund covering the contents of buildings owned, leased, or rented by the State from loss due to fire, lightning, sinkhole, and hazards customarily insured by extended coverage, as well as loss from the removal of personal property from such buildings when endangered by covered perils.

If Agency is self-insured with respect to equipment such as the Equipment, Agency shall maintain during the term of this Agreement an actuarially sound self insurance program.

b) If for any reason any of the Equipment is not eligible for enrollment in the State self-insurance fund, the Agency agrees to procure and maintain insurance coverage for the Equipment with a carrier authorized to do business in the State. Procurement of such insurance by the Agency shall be subject to the provisions of Chapter 287, Florida Statutes. Agency agrees to provide to Lender and its assigns certificates of insurance or copies of the policies and evidence of each renewal of each such policy.

12. Risk of Loss.

Damage to or Destruction of Equipment. Agency shall provide a complete written report to Lender immediately upon any loss, theft, damage or destruction of any Equipment and of any accident involving any Equipment. If all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair ("Damaged Equipment"), Agency shall as soon as practicable after such event either: (a) replace the same at Agency's sole cost and expense with equipment having substantially similar Specifications and of equal or greater value to the Damaged Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lender's approval, whereupon such replacement equipment shall be substituted in the this Agreement and the other related documents by appropriate endorsement or amendment; or (b) pay the applicable Principal Balance of the Damaged Equipment as set forth in the related Exhibit B. Agency shall notify Lender of which course of action it will take within fifteen (15) days after the loss occurrence. If, within forty-five (45) days of the loss occurrence, (a) Agency fails to notify Lender; (b) Agency and Lender fail to execute an amendment to the applicable Equipment Schedule to delete the Damaged Equipment and add the replacement equipment or (c) Agency has failed to pay the applicable Principal Balance, then Lender may, at its sole discretion, declare the applicable Principal Balance of the Damaged Equipment, to be immediately due and payable, and Agency is required to pay the same from Legally Available Funds.

13. Installation of Equipment.

The Equipment shall be delivered and installed at the Equipment Location set forth in Exhibit B to this Agreement, pursuant to the Energy Savings Contract. Notwithstanding anything in this Agreement to the contrary, upon payment by Agency of all amounts due hereunder, Agency shall be entitled to all rights, title and interest in and to the Equipment, free and clear of any interest of Lender or its assigns.

14. Acceptance.

As soon as practicable after the receipt of Equipment, Agency shall furnish to Lender and its assigns an acceptance certificate with respect to such Equipment in the form attached as Exhibit II (i) and (ii) to the Energy Savings Contract. Execution of each such acceptance certificate by an employee, official or agent of Agency having authority in the premises or having managerial, supervisory or procurement duties with respect to equipment of the same general type as such Equipment shall constitute acceptance of such Equipment on behalf of Agency.

15. Disclaimer of Warranties.

NEITHER ANY ASSIGNEE OF THIS AGREEMENT NOR LENDER MAKES ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY AGENCY OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT. IN NO EVENT SHALL LENDER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EQUIPMENT OR AGENCY'S USE OF THE EQUIPMENT.

16. Use and Maintenance.

During the Term, Agency shall peaceably and quietly have and hold and enjoy the Equipment, except as expressly set forth in this Agreement. Agency agrees that Lender and its agents shall have the right at all reasonable times to examine and inspect the Equipment, and Lender and its agents shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Agency to perform its obligations hereunder. Notwithstanding its designation as Lender, Lender does not own the Equipment and by this Agreement is merely financing the acquisition thereof for Agency. Lender has not been in the chain of title of the Equipment, does not operate, control or have possession of the Equipment and has no control over the Agency or Agency's operation, use, storage or maintenance of the Equipment. Agency agrees to either (1) enter into a maintenance agreement with Company, which will allow Company, at Agency's expense, to maintain, preserve and keep the Equipment in good repair, working order and condition; or (2) maintain the Equipment on its own behalf; or (3) enter into a maintenance agreement with a provider acceptable to Lender.

17. Alterations.

Agency shall not make any material alterations, modifications or additions to the Equipment unless they are approved by Lender, whereupon such altered, modified or additional equipment shall be substituted in this Agreement and the other related documents by appropriate endorsement or amendment. However, Agency shall comply with all State and Federal Laws applicable to the installation, use, possession and operation of the Equipment, and if compliance with any such State and Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Agency at its expense.

18. Assignment.

a) Assignment by Lender. Lender's right, title and/or interest in and to this Agreement or in one or more Equipment Schedules hereunder, including, but not limited to, the Payments and other amounts payable by Agency, Lender's interest in the Equipment, its rights upon Non-Appropriation and Events of Default and its other rights, may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lender at any time, without the consent of Agency. Upon any such assignment by Lender, Lender's assignee shall have all rights of Lender in and to the assigned Agreement and/or Equipment Schedules. No such assignment (except an assignment to an affiliate of Lender if Lender continues to bill and collect Payments) shall be effective as against Agency unless and until written notice of the assignment is provided to Agency. If requested, Agency will acknowledge in writing receipt of such notice. Agency shall keep a record of all such assignments and make the same available upon any Lender's request. Notwithstanding the foregoing, no such assignment shall be permitted as to any Equipment Schedule or the rights relating thereto until after the date on which all amounts that will (or conditionally may) be advanced by Lender under any executed Exhibit A corresponding to such Equipment Schedule (including any escrow advances) have been funded

by Lender and delivered to, or to the designee of, Agency. Further Lender must obtain the Chief Financial Officer's consent to the private placement of participation interests.

Notwithstanding the foregoing, in no event shall the Lender assign this Agreement, any Agency guaranteed energy performance savings contract or the Payments as part of a plan to publicly offer participation interests therein. When Lender requests the Chief Financial Officer's consent to the private placement of participation interests, such consent shall be subject to such conditions as the Chief Financial Officer reasonably determines including, but not limited to, (a) participation interests will be sold only to accredited investors as defined in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended the "1933 Act", and/or qualified institutional buyers as defined in Rule 144A under the 1933 Act, engaged in the business of investing in securities of the type being offered; (b) each investor including subsequent purchasers) will be required to execute a letter acceptable to the Chief Financial Officer certifying that it is an Accredited Investor or an Institutional Investor who has undertaken its own investigation and is not relying on any representations of the Chief Financial Officer, the State or any Agency; (c) any disclosure documents prepared in connection with such assignment must include a legend to the effect that neither the Chief Financial Officer, the State nor any Agency has participated in preparation of the disclosure materials; and (d) Lender must agree to indemnify the Chief Financial Officer, the State and the Agency against any third party claims arising as a result of such assignment.

b) Assignment and Subleasing by Agency. Agency may transfer or assign this Agreement and its rights and obligations herein to a successor agency or purchaser of the buildings or an interest therein that is an agency of the State of Florida provided that no assignment or sublease shall be made which would impair the exclusion from gross income of interest on the loan and provided further that no such assignment of this Agreement shall be permitted without the prior written consent of the Florida Chief Financial Officer (CFO), which consent shall not be unreasonably withheld or delayed. If the CFO agrees to such assignment in writing then the liability associated with the loan will transfer to the assignee agency. Otherwise, neither this Agreement nor any Equipment may be sold, assigned, subleased, transferred, pledged or mortgaged by Agency to any person without the prior written consent of each of the Lender and the CFO, which respective consents shall not be unreasonably withheld or delayed.

c) All terms and provisions of this Agreement shall be binding upon and inure for the benefit of the parties hereto, and their successors and assigns and legal representatives. Notwithstanding anything in paragraphs a) and b) of this Section 18, assignments in connection with a public offering of securities are prohibited.

d) The attached Exhibit C entitled "Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes on Public Entity Crimes" is hereby incorporated and made a part of this Agreement. Lender and any assignee of Lender must execute the attached Exhibit C.

19. Right of Inspection.

Subject to Agency's normal security provisions, Lender and its assigns shall have the right, upon reasonable prior notice to Agency and during Agency's regular business hours, to enter the premises where the Equipment is located to inspect the Equipment and to observe its use and operation. Neither Lender nor its assigns shall be required to sign a waiver of liability or to agree to other restrictions as a condition of exercising this right.

20. Events of Default.

The following are Events of Default under this Agreement:

a) Failure by Agency to pay any Payment or other payment required to be paid when due and the continuation of said failure for a period of ten (10) days after such due date (other than by reason of Non-Appropriation).

b) Failure by Agency to maintain insurance as required by Section 11 so as to include such Equipment; or failure by either party to comply with another covenant or agreement herein and the continuation of said failure for a period of thirty (30) days.

c) Either party initiates a proceeding in any court, seeking liquidation, reorganization, debt arrangement, dissolution, winding up, appointment of trustee, receiver, custodian, or the like for substantially all of its assets, and such case or proceeding shall continue undismissed, unstayed and in effect for a period of 60 consecutive days; or an order for relief shall be entered in an involuntary case under the federal bankruptcy laws or other similar laws now or hereafter in effect.

21. Remedies.

Whenever any Event of Default defined in Section 20 hereof shall have occurred, the party not in default shall have the right, at its option and without any further demand, to take one or any combination of the following remedial steps:

a) Lender, with or without terminating this Agreement, may declare all Payments due or to become due with respect to such defaulted Agreement during the Fiscal Year in effect when the default occurs to be immediately due and payable by Agency, whereupon such Payments shall be immediately due and payable. In the event Lender makes such declaration it shall be pursuant to a writing delivered to Agency and, if Agency is a State Agency, also to the Chief Financial Officer (CFO).

b) Lender, with or without terminating this Agreement, may by written notice to Agency, and, if Agency is a State Agency, also to the Chief Financial Officer (CFO), request that Agency, within thirty (30) days of such written notice, cause all Equipment subject to the defaulted Agreement the Equipment (together with all documents necessary to transfer legal and beneficial title thereto to Lender) to be delivered to Lender or Lender's designee at a place in the State designated by Lender in accordance with this Section 21(b). If Agency fails or refuses to voluntarily transfer such Equipment to Lender as herein provided, to the extent permitted by law, Lender shall have the right to obtain a judgment against Agency from Legally Available Funds for compensatory damages in the amount of the then applicable Prepayment Price as shown on the applicable Exhibit A. If the Equipment or any portion of it has been destroyed or damaged beyond repair, Agency shall pay the applicable Prepayment Price of the damaged or destroyed Equipment as set forth in the Payment Schedule relating thereto to Lender only to the extent not paid to Lender by insurance obtained by Agency in accordance with Section 11 hereof.

c) If Lender terminates this Agreement and, in its discretion, takes possession and disposes of the Equipment or any portion thereof, Lender shall apply the proceeds of any such disposition to pay the following items in the following order: (i) reasonable costs (including, but not limited to, reasonable and necessary attorneys' fees) incurred in securing possession of the Equipment; (ii) reasonable expenses incurred in completing the disposition; (iii) any sales or transfer taxes; (iv) the balance of any Payments owed by Agency on such defaulted Agreement during the Fiscal Year then in effect and (v) the applicable Principal Balances of the Equipment. Any disposition proceeds remaining after the requirements of Clauses (i), (ii), (iii), (iv) and (v) have been met shall be paid into the Treasury of the governing body of the Agency.

d) Following an Event of Default hereunder and upon failure of Agency to voluntarily comply with Section 21 (b), Lender shall have whatever rights and remedies are available at law, if any, against Agency's Legally Available Funds. Lender and Agency agree that there is no intention to create under this Agreement a right in Lender to dispossess Agency involuntarily of the legal title to or the use of the Equipment. Lender hereby irrevocably waives any right to specific performance of Agency's covenant to transfer legal title to and return possession of the Equipment to Lender.

e) If the proceeds of sale of the items of returned Equipment are not sufficient to pay the balance of any Payments owed by Agency on this Agreement which Lender has declared to be in default during the Fiscal Year then in effect, Lender may pursue such other remedies as are available at law or in equity to collect the balance of such Payments from Agency's Legally Available Funds.

f) Following an Event of Default of Lender, Agency shall have the right to exercise and any all remedies at law or equity, or institute other proceedings, including, without limitation, bringing an action or actions from time to time for specific performance, and/or for the recovery of amounts due and unpaid and/or for damages;

22. Facility Closures.

The Agency shall use commercially reasonable efforts to give six months notice to Lender of Agency's closure or sale of an Agency-owned building that contains Equipment subject to the Agreement. This Financing Agreement shall terminate as to all Equipment Groups for Equipment in the Facility upon closure or sale. The Agency shall pay within 60 days thereafter, the remaining Principal and interest as to such Equipment Groups unless Lender agrees to an assignment of such Financing Agreement.

23. Public Record.

The Agency shall have the right to terminate this Agreement upon Lender's refusal to allow public access to all documents, papers, letters or other materials subject to the State Public Records Law, Chapter 119, Florida Statutes, and made or received by the Lender in conjunction herewith.

24. Notices.

All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered by receipted courier, or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the execution page hereof; provided that Lender and Agency, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent. The Contract Manager for this project will serve as liaison for the ongoing administration of this Agreement and the resolution of any problems related thereto. Any notice, demand or other communication required or permitted to be given under this Agreement shall be in writing and delivered or sent to the intended recipient at its address as follows:

If to Lender, to: Capital One Public Funding, LLC
265 Broadhollow Road
City: Melville
State/ZIP: NY 11747
Phone: 631-531-2824
Fax: 631-298-2332

If to Company, to: Attn.: Jose Miranda
700 Universe Blvd
City: Juno Beach
State/ZIP: FL 33408
Phone: 561-681-7441
Fax: 561-681-7611

If to the Agency, to: Steve Grizzard, Chief Bureau of Facility Services
Contract Manager
2601 Blair Stone Road
City: Tallahassee
State/ZIP: FL 32399-2500
Phone: 850-922-3945
Fax: 850-922-0027

If to the Chief Financial
Officer (CFO) (where
applicable ref

State Agencies): Attn.: Mike Rutherford, Financial Administrator
 Division of Accounting and Auditing
 Department of Financial Services
 200 E. Gaines St.
 City: Tallahassee
 State/ZIP: FL 32399-0353

25. Entire Agreement, Changes and Modifications.

This Agreement (including the attachments hereto) constitute the entire agreement between Lender and Agency with respect to the Equipment and the subject matter hereof. Additions, deletions and modifications to this Agreement may be made upon the mutual written agreement signed by both Lender and Agency, and, subject to the agreement of Agency, such additions may include proposals from Company for additional project development agreement schedules, equipment and services. In the event of conflict between the terms and conditions of the various documents, the terms and conditions of this Agreement shall prevail over the provisions of the attachments.

26. Additional Terms.

a) Agency's Performance. Any failure of Lender to require strict performance by Agency, or any waiver by Lender of any requirement under this Agreement, does not consent to or waive any subsequent failure or breach by Agency.

b) Severability. If any provision of this Agreement is or becomes invalid under any applicable law, that provision shall not apply, but the remaining provisions shall apply as written.

c) Captions. The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement.

d) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida.

e) Survival. The party's obligations and liabilities provided for in under this Agreement, which by their nature would continue beyond the expiration or termination of this agreement shall continue in full force and effect notwithstanding the expiration or termination of this Agreement. Any provisions of this Contract that impose continuing obligations on the parties including the parties' respective warranty, indemnity, ownership, remedies, termination assistance, public records and confidentiality obligations, as well as any other Sections so noted, shall survive the expiration or termination of this Contract for any reason.

f) Further Assurances and Corrective Instruments. Lender and Agency agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment or for otherwise carrying out the expressed intention of this Agreement, including, without limitation, Agency certificates of acceptance and/or legal opinion substantially in the form of Exhibits D and E hereto.

g) Financial Information. Agency will provide Lender with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Agency to continue this Agreement as may be reasonably requested by Lender.

h) Interest; Usury. The Interest component of the Payments shall not, as of each respective Commencement Date, exceed the rate computed by adding 150 basis points to The Bond Buyer "20 Bond Index" published immediately preceding the first day of the calendar month in which the Agreement is submitted to the Chief Financial Officer (CFO) for pre-audit review and approval, in accordance with the provisions of Sections 287.063 or 489.145, Florida Statutes, as applicable from time to time. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary herein or in any Exhibit A or B, in no

event shall this Agreement hereunder require the payment or permit the collection of Interest or any amount in the nature of Interest or fees in excess of the maximum amount permitted by applicable law. Any such excess Interest or fees shall first be applied to reduce Principal, and when no Principal remains, refunded to Agency.

i) Statutory Notices. The Agency shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Agreement. An entity or affiliate who has been placed on the public entity crimes list or the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity pursuant to limitations under Chapter 287, Florida Statutes.

The Lender warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Lender to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Lender any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the Agency shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

j) Counterparts. This Agreement may be executed in several counterparts, each or which when executed shall be deemed to be an original, but all together shall constitute but one and the same instrument; provided, however, that only one counterpart shall constitute the original for purposes of the sale or transfer of this Agreement.

k) Statutory rights. Notwithstanding anything herein to the contrary, in accordance with the provisions of Section 489.145, Florida Statutes, Lender is not granted rights or privileges that exceed the rights and privileges available to the guaranteed energy performance savings contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers as of the date last executed.

Agency: State of Florida, Department of Corrections

By: 
[Signature]

Title: Deputy Secretary

Date: April 21, 2010

Address: 2601 Blair Stone Rd,
Tallahassee, FL, 32399
Telephone: 850-410-4223

Lender: Capital One Public Funding, LLC

By: 
[Signature]

Title: Senior Vice President

Date: April 21, 2010

Address: 265 Broadhollow Road,
Melville, NY 11747
Telephone: 631-531-2824

CHECKLIST

1. **Equipment Description:** The Equipment to be financed by Lender under this Agreement is described in Exhibit B.
2. **Equipment Location:** The location where the Equipment is to be located or installed is described in Exhibit B.
3. **Commencement Date (from which interest begins to accrue):** April 21, 2010.
4. **Fiscal Year:** Agency's current Fiscal Year extends from July 1, 2009 to June 30, 2010.
5. **Essential Used Source of Funding:** Agency's present intention is to make the Payments for the Initial Term and all Renewal Terms as long as it has Legally Available Funds. In that regard, Agency represents that (a) the use and operation of the Equipment is essential to its proper, efficient and economic governmental operation and the intended use of the Equipment is to maintain an acceptable building: See Appendix B. Agency does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Payment (including Payments due during all Renewal Terms) scheduled to be paid under this Schedule. Agency's source of funds for the Payments hereunder is Department of Corrections Operating Fund.
6. **Effective Date:** April 21, 2010.
7. **Purchase Price:** \$13,943,822.15
8. **Payments:** As payment for the Equipment described in the Schedule to which this Attachment is attached. Agency agrees to pay Lender or its assigns, beginning on November 1, 2011, and on the same day of each period indicated below during the term, the Payments as set forth on Exhibit A.

EXHIBIT A

Payment Schedule

Principal Amount: \$13,943,822.15

Interest Rate: 5.25%

Commencement Date: April 21, 2010

Date	Payment	Interest		Payment of Current Interest	Payment of Compounded Interest	Payment of Principal	Total Debt Service Paid	Cumulative Compounded Interest	Principal Balance	Prepayment Price
		Accrued	5.250%							
10/1/2011		1,057,406.51		-	-	-	-	1,057,406.51	13,943,822.15	No Call
11/1/2011	120,591.54	65,630.38	54,961.16	65,630.38	54,961.16	-	120,591.54	1,002,445.55	13,943,822.15	No Call
12/1/2011	120,591.54	65,389.92	55,201.62	65,389.92	55,201.62	-	120,591.54	947,243.73	13,943,822.15	No Call
1/1/2012	120,591.54	65,148.41	55,443.13	65,148.41	55,443.13	-	120,591.54	891,800.60	13,943,822.15	No Call
2/1/2012	120,591.54	64,905.85	55,685.69	64,905.85	55,685.69	-	120,591.54	836,114.91	13,943,822.15	No Call
3/1/2012	120,591.54	64,662.22	55,929.32	64,662.22	55,929.32	-	120,591.54	780,185.59	13,943,822.15	No Call
4/1/2012	120,591.54	64,417.53	56,174.01	64,417.53	56,174.01	-	120,591.54	724,011.58	13,943,822.15	No Call
5/1/2012	120,591.54	64,171.77	56,419.77	64,171.77	56,419.77	-	120,591.54	667,591.81	13,943,822.15	No Call
6/1/2012	120,591.54	63,924.94	56,666.60	63,924.94	56,666.60	-	120,591.54	610,925.21	13,943,822.15	No Call
7/1/2012	120,591.54	63,677.02	56,914.52	63,677.02	56,914.52	-	120,591.54	554,010.69	13,943,822.15	No Call
8/1/2012	120,591.54	63,428.02	57,163.52	63,428.02	57,163.52	-	120,591.54	496,847.17	13,943,822.15	No Call
9/1/2012	120,591.54	63,177.93	57,413.61	63,177.93	57,413.61	-	120,591.54	439,433.56	13,943,822.15	No Call
10/1/2012	120,591.54	62,926.74	57,664.80	62,926.74	57,664.80	-	120,591.54	381,768.76	13,943,822.15	No Call
11/1/2012	120,591.54	62,674.46	57,917.08	62,674.46	57,917.08	-	120,591.54	323,851.68	13,943,822.15	No Call
12/1/2012	120,591.54	62,421.07	58,170.47	62,421.07	58,170.47	-	120,591.54	265,681.21	13,943,822.15	No Call
1/1/2013	120,591.54	62,166.58	58,424.96	62,166.58	58,424.96	-	120,591.54	207,256.25	13,943,822.15	No Call
2/1/2013	120,591.54	61,910.97	58,680.57	61,910.97	58,680.57	-	120,591.54	148,575.68	13,943,822.15	No Call
3/1/2013	120,591.54	61,654.24	58,937.30	61,654.24	58,937.30	-	120,591.54	89,638.38	13,943,822.15	No Call
4/1/2013	120,591.54	61,396.39	59,195.15	61,396.39	59,195.15	-	120,591.54	30,443.23	13,943,822.15	No Call
5/1/2013	120,591.54	61,137.41	30,443.23	61,137.41	30,443.23	29,010.90	120,591.54	-	13,914,811.25	No Call

6/1/2013	120,591.54	60,877.30	-	59,714.24	120,591.54	-	13,855,097.01	No Call
7/1/2013	120,591.54	60,616.05	-	59,975.49	120,591.54	-	13,795,121.52	No Call
8/1/2013	120,591.54	60,353.66	-	60,237.88	120,591.54	-	13,734,883.64	No Call
9/1/2013	120,591.54	60,090.12	-	60,501.42	120,591.54	-	13,674,382.22	No Call
10/1/2013	120,591.54	59,825.42	-	60,766.12	120,591.54	-	13,613,616.10	No Call
11/1/2013	120,591.54	59,559.57	-	61,031.97	120,591.54	-	13,552,584.13	No Call
12/1/2013	120,591.54	59,292.56	-	61,298.98	120,591.54	-	13,491,285.15	No Call
1/1/2014	120,591.54	59,024.37	-	61,567.17	120,591.54	-	13,429,717.98	No Call
2/1/2014	120,591.54	58,755.02	-	61,836.52	120,591.54	-	13,367,881.46	No Call
3/1/2014	120,591.54	58,484.48	-	62,107.06	120,591.54	-	13,305,774.40	No Call
4/1/2014	120,591.54	58,212.76	-	62,378.78	120,591.54	-	13,243,395.62	No Call
5/1/2014	120,591.54	57,939.86	-	62,651.68	120,591.54	-	13,180,743.94	No Call
6/1/2014	120,591.54	57,665.75	-	62,925.79	120,591.54	-	13,117,818.15	No Call
7/1/2014	120,591.54	57,390.45	-	63,201.09	120,591.54	-	13,054,617.06	No Call
8/1/2014	120,591.54	57,113.95	-	63,477.59	120,591.54	-	12,991,139.47	No Call
9/1/2014	120,591.54	56,836.24	-	63,755.30	120,591.54	-	12,927,384.17	No Call
10/1/2014	120,591.54	56,557.31	-	64,034.23	120,591.54	-	12,863,349.94	No Call
11/1/2014	120,591.54	56,277.16	-	64,314.38	120,591.54	-	12,799,035.56	No Call
12/1/2014	120,591.54	55,995.78	-	64,595.76	120,591.54	-	12,734,439.80	No Call
1/1/2015	120,591.54	55,713.17	-	64,878.37	120,591.54	-	12,669,561.43	No Call
2/1/2015	120,591.54	55,429.33	-	65,162.21	120,591.54	-	12,604,399.22	No Call
3/1/2015	120,591.54	55,144.25	-	65,447.29	120,591.54	-	12,538,951.93	No Call
4/1/2015	120,591.54	54,857.91	-	65,733.63	120,591.54	-	12,473,218.30	No Call
5/1/2015	120,591.54	54,570.33	-	66,021.21	120,591.54	-	12,407,197.09	No Call
6/1/2015	120,591.54	54,281.49	-	66,310.05	120,591.54	-	12,340,887.04	No Call
7/1/2015	120,591.54	53,991.38	-	66,600.16	120,591.54	-	12,274,286.88	No Call
8/1/2015	120,591.54	53,700.01	-	66,891.53	120,591.54	-	12,207,395.35	No Call
9/1/2015	120,591.54	53,407.35	-	67,184.19	120,591.54	-	12,140,211.16	No Call
10/1/2015	120,591.54	53,113.42	-	67,478.12	120,591.54	-	12,072,733.04	No Call
11/1/2015	120,591.54	52,818.21	-	67,773.33	120,591.54	-	12,004,959.71	No Call
12/1/2015	120,591.54	52,521.70	-	68,069.84	120,591.54	-	11,936,889.87	No Call

1/1/2016	120,591.54	52,223.89	-	68,367.65	120,591.54	-	11,868,522.22	No Call
2/1/2016	120,591.54	51,924.78	-	68,666.76	120,591.54	-	11,799,855.46	No Call
3/1/2016	120,591.54	51,624.37	-	68,967.17	120,591.54	-	11,730,888.29	No Call
4/1/2016	120,591.54	51,322.64	-	69,268.90	120,591.54	-	11,661,619.39	No Call
5/1/2016	120,591.54	51,019.58	-	69,571.96	120,591.54	-	11,592,047.43	No Call
6/1/2016	120,591.54	50,715.21	-	69,876.33	120,591.54	-	11,522,171.10	No Call
7/1/2016	120,591.54	50,409.50	-	70,182.04	120,591.54	-	11,451,989.06	No Call
8/1/2016	120,591.54	50,102.45	-	70,489.09	120,591.54	-	11,381,499.97	No Call
9/1/2016	120,591.54	49,794.06	-	70,797.48	120,591.54	-	11,310,702.49	No Call
10/1/2016	120,591.54	49,484.32	-	71,107.22	120,591.54	-	11,239,595.27	No Call
11/1/2016	120,591.54	49,173.23	-	71,418.31	120,591.54	-	11,168,176.96	No Call
12/1/2016	120,591.54	48,860.77	-	71,730.77	120,591.54	-	11,096,446.19	No Call
1/1/2017	120,591.54	48,546.95	-	72,044.59	120,591.54	-	11,024,401.60	No Call
2/1/2017	120,591.54	48,231.76	-	72,359.78	120,591.54	-	10,952,041.82	No Call
3/1/2017	120,591.54	47,915.18	-	72,676.36	120,591.54	-	10,879,365.46	No Call
4/1/2017	120,591.54	47,597.22	-	72,994.32	120,591.54	-	10,806,371.14	No Call
5/1/2017	120,591.54	47,277.87	-	73,313.67	120,591.54	-	10,733,057.47	No Call
6/1/2017	120,591.54	46,957.13	-	73,634.41	120,591.54	-	10,659,423.06	No Call
7/1/2017	120,591.54	46,634.98	-	73,956.56	120,591.54	-	10,585,466.50	No Call
8/1/2017	120,591.54	46,311.42	-	74,280.12	120,591.54	-	10,511,186.38	No Call
9/1/2017	120,591.54	45,986.44	-	74,605.10	120,591.54	-	10,436,581.28	No Call
10/1/2017	120,591.54	45,660.04	-	74,931.50	120,591.54	-	10,361,649.78	No Call
11/1/2017	120,591.54	45,332.22	-	75,259.32	120,591.54	-	10,286,390.46	No Call
12/1/2017	120,591.54	45,002.96	-	75,588.58	120,591.54	-	10,210,801.88	No Call
1/1/2018	120,591.54	44,672.26	-	75,919.28	120,591.54	-	10,134,882.60	No Call
2/1/2018	120,591.54	44,340.11	-	76,251.43	120,591.54	-	10,058,631.17	No Call
3/1/2018	120,591.54	44,006.51	-	76,585.03	120,591.54	-	9,982,046.14	No Call
4/1/2018	120,591.54	43,671.45	-	76,920.09	120,591.54	-	9,905,126.05	No Call
5/1/2018	120,591.54	43,334.93	-	77,256.61	120,591.54	-	9,827,869.44	No Call
6/1/2018	120,591.54	42,996.93	-	77,594.61	120,591.54	-	9,750,274.83	No Call
7/1/2018	120,591.54	42,657.45	-	77,934.09	120,591.54	-	9,672,340.74	No Call

8/1/2018	120,591.54	42,316.49	-	78,275.05	120,591.54	-	9,594,065.69	No Call
9/1/2018	120,591.54	41,974.04	-	78,617.50	120,591.54	-	9,515,448.19	No Call
10/1/2018	120,591.54	41,630.09	-	78,961.45	120,591.54	-	9,436,486.74	No Call
11/1/2018	120,591.54	41,284.63	-	79,306.91	120,591.54	-	9,357,179.83	No Call
12/1/2018	120,591.54	40,937.66	-	79,653.88	120,591.54	-	9,277,525.95	No Call
1/1/2019	120,591.54	40,589.18	-	80,002.36	120,591.54	-	9,197,523.59	No Call
2/1/2019	120,591.54	40,239.17	-	80,352.37	120,591.54	-	9,117,171.22	No Call
3/1/2019	120,591.54	39,887.62	-	80,703.92	120,591.54	-	9,036,467.30	No Call
4/1/2019	120,591.54	39,534.54	-	81,057.00	120,591.54	-	8,955,410.30	No Call
5/1/2019	120,591.54	39,179.92	-	81,411.62	120,591.54	-	8,873,998.68	No Call
6/1/2019	120,591.54	38,823.74	-	81,767.80	120,591.54	-	8,792,230.88	No Call
7/1/2019	120,591.54	38,466.01	-	82,125.53	120,591.54	-	8,710,105.35	No Call
8/1/2019	120,591.54	38,106.71	-	82,484.83	120,591.54	-	8,627,620.52	No Call
9/1/2019	120,591.54	37,745.84	-	82,845.70	120,591.54	-	8,544,774.82	No Call
10/1/2019	120,591.54	37,383.39	-	83,208.15	120,591.54	-	8,461,566.67	No Call
11/1/2019	120,591.54	37,019.35	-	83,572.19	120,591.54	-	8,377,994.48	No Call
12/1/2019	120,591.54	36,653.73	-	83,937.81	120,591.54	-	8,294,056.67	No Call
1/1/2020	120,591.54	36,286.50	-	84,305.04	120,591.54	-	8,209,751.63	No Call
2/1/2020	120,591.54	35,917.66	-	84,673.88	120,591.54	-	8,125,077.75	No Call
3/1/2020	120,591.54	35,547.22	-	85,044.32	120,591.54	-	8,040,033.43	No Call
4/1/2020	120,591.54	35,175.15	-	85,416.39	120,591.54	-	7,954,617.04	No Call
5/1/2020	120,591.54	34,801.45	-	85,790.09	120,591.54	-	7,868,826.95	No Call
6/1/2020	120,591.54	34,426.12	-	86,165.42	120,591.54	-	7,782,661.53	No Call
7/1/2020	120,591.54	34,049.14	-	86,542.40	120,591.54	-	7,696,119.13	No Call
8/1/2020	120,591.54	33,670.52	-	86,921.02	120,591.54	-	7,609,198.11	No Call
9/1/2020	120,591.54	33,290.24	-	87,301.30	120,591.54	-	7,521,896.81	No Call
10/1/2020	120,591.54	32,908.30	-	87,683.24	120,591.54	-	7,434,213.57	No Call
11/1/2020	120,591.54	32,524.68	-	88,066.86	120,591.54	-	7,346,146.71	No Call
12/1/2020	120,591.54	32,139.39	-	88,452.15	120,591.54	-	7,257,694.56	No Call
1/1/2021	120,591.54	31,752.41	-	88,839.13	120,591.54	-	7,168,855.43	No Call
2/1/2021	120,591.54	31,363.74	-	89,227.80	120,591.54	-	7,079,627.63	No Call

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3/1/2021	120,591.54	30,973.37	-	89,618.17	120,591.54	-	6,990,009.46	No Call
4/1/2021	120,591.54	30,581.29	-	90,010.25	120,591.54	-	6,899,999.21	No Call
5/1/2021	120,591.54	30,187.50	-	90,404.04	120,591.54	-	6,809,595.17	No Call
6/1/2021	120,591.54	29,791.98	-	90,799.56	120,591.54	-	6,718,795.61	No Call
7/1/2021	120,591.54	29,394.73	-	91,196.81	120,591.54	-	6,627,598.80	No Call
8/1/2021	120,591.54	28,995.74	-	91,595.80	120,591.54	-	6,536,003.00	No Call
9/1/2021	120,591.54	28,595.01	-	91,996.53	120,591.54	-	6,444,006.47	No Call
10/1/2021	120,591.54	28,192.53	-	92,399.01	120,591.54	-	6,351,607.46	6,351,607.46
11/1/2021	120,591.54	27,788.28	-	92,803.26	120,591.54	-	6,258,804.20	6,258,804.20
12/1/2021	120,591.54	27,382.27	-	93,209.27	120,591.54	-	6,165,594.93	6,165,594.93
1/1/2022	120,591.54	26,974.48	-	93,617.06	120,591.54	-	6,071,977.87	6,071,977.87
2/1/2022	120,591.54	26,564.90	-	94,026.64	120,591.54	-	5,977,951.23	5,977,951.23
3/1/2022	120,591.54	26,153.54	-	94,438.00	120,591.54	-	5,883,513.23	5,883,513.23
4/1/2022	120,591.54	25,740.37	-	94,851.17	120,591.54	-	5,788,662.06	5,788,662.06
5/1/2022	120,591.54	25,325.40	-	95,266.14	120,591.54	-	5,693,395.92	5,693,395.92
6/1/2022	120,591.54	24,908.61	-	95,682.93	120,591.54	-	5,597,712.99	5,597,712.99
7/1/2022	120,591.54	24,489.99	-	96,101.55	120,591.54	-	5,501,611.44	5,501,611.44
8/1/2022	120,591.54	24,069.55	-	96,521.99	120,591.54	-	5,405,089.45	5,405,089.45
9/1/2022	120,591.54	23,647.27	-	96,944.27	120,591.54	-	5,308,145.18	5,308,145.18
10/1/2022	120,591.54	23,223.14	-	97,368.40	120,591.54	-	5,210,776.78	5,210,776.78
11/1/2022	120,591.54	22,797.15	-	97,794.39	120,591.54	-	5,112,982.39	5,112,982.39
12/1/2022	120,591.54	22,369.30	-	98,222.24	120,591.54	-	5,014,760.15	5,014,760.15
1/1/2023	120,591.54	21,939.58	-	98,651.96	120,591.54	-	4,916,108.19	4,916,108.19
2/1/2023	120,591.54	21,507.97	-	99,083.57	120,591.54	-	4,817,024.62	4,817,024.62
3/1/2023	120,591.54	21,074.48	-	99,517.06	120,591.54	-	4,717,507.56	4,717,507.56
4/1/2023	120,591.54	20,639.10	-	99,952.44	120,591.54	-	4,617,555.12	4,617,555.12
5/1/2023	120,591.54	20,201.80	-	100,389.74	120,591.54	-	4,517,165.38	4,517,165.38
6/1/2023	120,591.54	19,762.60	-	100,828.94	120,591.54	-	4,416,336.44	4,416,336.44
7/1/2023	120,591.54	19,321.47	-	101,270.07	120,591.54	-	4,315,066.37	4,315,066.37
8/1/2023	120,591.54	18,878.42	-	101,713.12	120,591.54	-	4,213,353.25	4,213,353.25
9/1/2023	120,591.54	18,433.42	-	102,158.12	120,591.54	-	4,111,195.13	4,111,195.13

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10/1/2023	120,591.54	17,986.48	-	102,605.06	120,591.54	-	4,008,590.07
11/1/2023	120,591.54	17,537.58	-	103,053.96	120,591.54	-	3,905,536.11
12/1/2023	120,591.54	17,086.72	-	103,504.82	120,591.54	-	3,802,031.29
1/1/2024	120,591.54	16,633.89	-	103,957.65	120,591.54	-	3,698,073.64
2/1/2024	120,591.54	16,179.07	-	104,412.47	120,591.54	-	3,593,661.17
3/1/2024	120,591.54	15,722.27	-	104,869.27	120,591.54	-	3,488,791.90
4/1/2024	120,591.54	15,263.46	-	105,328.08	120,591.54	-	3,383,463.82
5/1/2024	120,591.54	14,802.65	-	105,788.89	120,591.54	-	3,277,674.93
6/1/2024	120,591.54	14,339.83	-	106,251.71	120,591.54	-	3,171,423.22
7/1/2024	120,591.54	13,874.98	-	106,716.56	120,591.54	-	3,064,706.66
8/1/2024	120,591.54	13,408.09	-	107,183.45	120,591.54	-	2,957,523.21
9/1/2024	120,591.54	12,939.16	-	107,652.38	120,591.54	-	2,849,870.83
10/1/2024	120,591.54	12,468.18	-	108,123.36	120,591.54	-	2,741,747.47
11/1/2024	120,591.54	11,995.15	-	108,596.39	120,591.54	-	2,633,151.08
12/1/2024	120,591.54	11,520.04	-	109,071.50	120,591.54	-	2,524,079.58
1/1/2025	120,591.54	11,042.85	-	109,548.69	120,591.54	-	2,414,530.89
2/1/2025	120,591.54	10,563.57	-	110,027.97	120,591.54	-	2,304,502.92
3/1/2025	120,591.54	10,082.20	-	110,509.34	120,591.54	-	2,193,993.58
4/1/2025	120,591.54	9,598.72	-	110,992.82	120,591.54	-	2,083,000.76
5/1/2025	120,591.54	9,113.13	-	111,478.41	120,591.54	-	1,971,522.35
6/1/2025	120,591.54	8,625.41	-	111,966.13	120,591.54	-	1,859,556.22
7/1/2025	120,591.54	8,135.56	-	112,455.98	120,591.54	-	1,747,100.24
8/1/2025	120,591.54	7,643.56	-	112,947.98	120,591.54	-	1,634,152.26
9/1/2025	120,591.54	7,149.42	-	113,442.12	120,591.54	-	1,520,710.14
10/1/2025	120,591.54	6,653.11	-	113,938.43	120,591.54	-	1,406,771.71
11/1/2025	120,591.54	6,154.63	-	114,436.91	120,591.54	-	1,292,334.80
12/1/2025	120,591.54	5,653.96	-	114,937.58	120,591.54	-	1,177,397.22
1/1/2026	120,591.54	5,151.11	-	115,440.43	120,591.54	-	1,061,956.79
2/1/2026	120,591.54	4,646.06	-	115,945.48	120,591.54	-	946,011.31
3/1/2026	120,591.54	4,138.80	-	116,452.74	120,591.54	-	829,558.57
4/1/2026	120,591.54	3,629.32	-	116,962.22	120,591.54	-	712,596.35

5/1/2026	120,591.54	3,117.61	-	117,473.93	120,591.54	-	595,122.42
6/1/2026	120,591.54	2,603.66	-	117,987.88	120,591.54	-	477,134.54
7/1/2026	120,591.54	2,087.46	-	118,504.08	120,591.54	-	358,630.46
8/1/2026	120,591.54	1,569.01	-	119,022.53	120,591.54	-	239,607.93
9/1/2026	120,591.54	1,048.28	-	119,543.26	120,591.54	-	120,064.67
10/1/2026	120,589.95	525.28	-	120,064.67	120,589.95	-	0.00

Totals 21,706,475.61 7,762,653.46 1,057,406.51 13,943,822.15 21,706,475.61

Agency: State of Florida, Department of Corrections

By:  [Signature]

Title: Deputy Secretary

**SIGN
HERE**

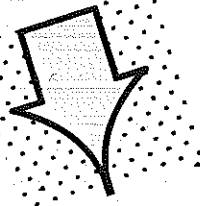


EXHIBIT B

Schedule of Equipment

A. EQUIPMENT LOCATION

The Equipment will be located at one or more of the following addresses:

~~Central Florida Reception Center – Main Unit~~

7000 H C Kelley Rd.
Orlando, FL 32831
Contact: Hansell Bruce
Telephone: (407) 207-7400
ECM's on Water, Gas & Electric Only

~~Avon Park – Main Unit~~

County Road 64 East
Avon Park, FL 33826
Contact: Kenneth Collinsworth
Telephone: (863) 453-3174
ECM's on Water & Electric Only

Marion – Main Unit

3269 NW 105th Street
Lowell, FL 32663
Contact: Micheal Hensley
Telephone: (352) 401-6459
ECM's on Water, Gas & Electric Only

Marion – Work Camp

3269 NW 105th Street
Lowell, FL 32663
Contact: Micheal Hensley
Telephone: (352) 401-6459
ECM's on Water & Electric Only

Taylor – Main Unit

8501 Hampton Springs Road
Perry, FL 32348
Contact: William Lamb
Telephone: (850) 838-4060
ECM's on Water & Gas Only

Columbia – Main Unit

216 S.E. Corrections Way
Lake City, FL 32025
Contact: Dennis McQuay
Telephone: (386) 754-7537
ECM's on Water & Gas Only

Cross City – Main Unit

568 N.E. 255th Street
Cross City, Florida 32628
Contact: Jackie Valentine
Telephone: (352) 498-4488
ECM's on Water & Gas Only

Sumter – Main Unit

9544 County Road 476B
Bushnell, Florida 33513
Contact: Gary Woodard
Telephone: (352) 793-2525
ECM's on Water & Electric Only

Taylor CI, Annex

8501 Hampton Springs Rd
Perry, FL 32348
Contact: William Lamb
Telephone: (850) 838-4060
ECMs on Water & Gas Only

Central Florida Reception Ctr, East Unit

7000 HC Kelley Rd.
Orlando, FL 32831-2518
Contact: Hansell, Bruce
Telephone: (407) 207-7400
ECMs on Water, Gas & Electric Only

B. EQUIPMENT LIST

A complete equipment list is found within the appendices of the Department of Corrections Audit Report, Phase 3, March 3, 2009, by FPL Services, LLC as accepted by the Department of Corrections on June 5, 2009, which is incorporated as part of this contract as Appendix C. Specific Energy Conservation Measure equipment lists can be found therein as follows:

- Lighting Systems: Appendix C of the Audit Report
- ~~- Water Conservation and Control Systems: Appendix D of the Audit Report~~
- Mechanical Systems: Appendix E of the Audit Report
- Load Control and Rate Change Systems: Appendix F of the Audit Report

TOTAL Principal Balance
\$13,943,822.15

Less Reductions:

Discounts	\$0
Trade In	\$0
Initial Pmt.	\$0

Total Reductions
AMOUNT FINANCED

\$0
\$13,943,822.15

EXHIBIT C

"Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes on Public Entity Crimes"
 [see Sec. 18]

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
 OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to State of Florida, Department of Corrections
 [print name of the public entity]

by JONATHAN A. LEWIS SR. VICE PRESIDENT
 [print individual's name and title]
 for Capital One Public Funding, LLC
 [print name or entity submitting sworn statement]

whose business address is
 265 Broadhollow Road
 Melville, NY 11747

and (if applicable) its Federal Employer Identification Number (FEIN) is 11-2209667

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
 _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury Verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those

officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

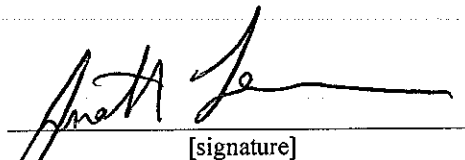
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

~~The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.~~

~~The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]~~

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH I (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



[signature]

Sworn to and subscribed before me this 13th day of April, 2010.

Personally known JONATHAN A. LEWIS

OR Produced identification _____
(type of identification)

Notary Public - State of NY
My Commission Expires: 12/8/2011


(Printed, typed or stamped
commissioned name of notary
public)

EDINA S. FIELDS
Notary Public, State of New York
No. 01F16102685
Qualified in Kings County Nassau
Commission Expires 12/08/2011 2011

EXHIBIT D
Certificate Of Acceptance

I, the undersigned, hereby certify that I am the duly qualified and acting official of the Agency identified below and, with respect to the Schedule of Equipment dated April 21, 2010, to the Financing Agreement (together with such Equipment Schedule, the "Agreement"), dated April 21, 2010, between Capital One Public Funding, LLC ("Lender"), and State of Florida, Department of Corrections ("Agency") that:

1. ~~The energy conservation equipment described in the above-referenced Schedule of Equipment has been delivered and installed in accordance with the Specifications, is in good working order and fully operational and has been fully and finally accepted by the Agency on or before the date indicated below.~~
2. Payments are due and payable by Agency to Lender in accordance with the Exhibit A (Payment Schedule) completed for the Equipment listed on the above-referenced Schedule of Equipment.

Agency: State of Florida, Department of Corrections

By: _____ [Signature]

Title: _____

Date: _____, 20__

EXHIBIT E
Form of Opinion of Agency Counsel

_____, 20___, [closing date]

[Lender's name and address]

Re: Financing Agreement, dated April 21, 2010, between Capital One Public Funding ("Lender") and State of Florida, Department of Corrections ("Agency"), and Schedule of Equipment thereto dated April 21, 2010.

Ladies and Gentlemen:

I have acted as counsel to the Agency with respect to the above-referenced Financing Agreement and Schedule of Equipment (together, the "Agreement") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreement. Terms capitalized herein but not defined herein have the meaning ascribed to them in the Agreement. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Agency is an agency of the State of Florida (the "State"), duly organized, existing and operating under the Constitution and laws of the State.
2. Agency is authorized and has power under applicable law to enter into the Agreement, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Agreement have been duly authorized, approved, executed and delivered by and on behalf of Agency, and are legal, valid and binding contracts of Agency enforceable in accordance with their terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights. The Agreement is third party financing of the Energy Savings Contract and both are in compliance with the requirements of the Act.
4. The authorization, approval and execution of the Agreement and all other proceedings of Agency relating to the transactions contemplated thereby have been performed in accordance with the Act and all open meeting, public records, public bidding and other applicable laws, rules and regulations.
5. The execution of the Agreement and the appropriation of moneys to pay the Payments coming due thereunder do not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Agency.
6. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Agency; the authority of Agency or its officers or its employees to enter into the Agreement; the proper authorization, approval and/or execution of the Agreement and other documents contemplated thereby; the appropriation of moneys to make Payments under the Agreement for the current fiscal year of Agency; or the ability of Agency otherwise to perform its obligations under the Agreement and the transactions contemplated thereby and, to the best of my knowledge, no such litigation or actions are threatened.
7. The equipment financed by the Agreement is personal property, and when used by the Agency will not be or become fixtures under the laws of the State of Florida.
8. Resolution No. _____ [authorization for this agreement] of the governing body of Agency was duly and validly adopted by such governing body [or other appropriate official action] on _____, 20___, has not been amended, supplemented or repealed and remains in full force and effect.
9. This opinion may be relied upon by assignees of Lender.

Very truly yours,

[signature, name and title]

Form PUR 7068 (Rev. 06/11/92)

EXHIBIT F
Form of Escrow Agreement

LESSOR:
CAPITAL ONE PUBLIC FUNDING, LLC
265 Broadhollow Road
Melville, NY 11747

ESCROW AGENT:
DEUTSCHE BANK NATIONAL TRUST COMPANY
6810 Crumpler Blvd, Suite 100
Olive Branch, MS 38654

LESSEE:
STATE OF FLORIDA, DEPARTMENT
OF CORRECTIONS
2601 Blair Stone Rd.
Tallahassee, FL 32399

THIS ESCROW AGREEMENT (this "Escrow Agreement") dated _____, 20__, is entered into by and among Capital One Public Funding, LLC ("Lessor"), State of Florida, Department of Corrections ("Lessee"), and Deutsche Bank National Trust Company (the "Escrow Agent").

Lessor and Lessee have heretofore entered into that certain Financing Agreement dated _____, 20__ (the "Agreement"). The Agreement contemplates that certain Equipment described therein (the "Equipment") is to be acquired from the vendor(s) or manufacturer(s) thereof.

After acceptance of the Equipment by Lessee, the Equipment is to be leased by Lessor to Lessee pursuant to the terms of the Agreement.

The Agreement contemplates that Lessor will deposit with the Escrow Agent cash in the amount of \$ _____, to be held in escrow by the Escrow Agent and applied on the express terms and conditions set forth herein. Such deposit, together with all interest and additions received with respect thereto (hereinafter, the "Escrow Fund"), is to be applied from time to time to pay the vendor(s) or manufacturer(s) of the Equipment its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee).

The parties desire to set forth the terms on which the escrow is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, the parties agree as follows:

1. The Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The Escrow Agent agrees that the Escrow Fund shall be held irrevocably in trust for the account and benefit of Lessee and Lessor and all interest earned with respect to the Escrow Fund shall accrue to the benefit of Lessee and shall be applied as expressly set forth herein.

To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instruments from time to time comprising the Escrow Fund, Lessor hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash and negotiable instruments on behalf of Lessor.

2. On such day as determined to the mutual satisfaction of the parties (the "Commencement Date"), Lessor shall deposit with the Escrow Agent cash in the amount of \$ _____ to be held by the Escrow Agent on the express terms and conditions set forth herein. The Escrow Agent agrees to accept the deposit of the Escrow Fund by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto in escrow on the express terms and conditions set forth herein.

3. The Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of the Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of the Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject

to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested by the Escrow Agent in such Qualified Investments (as hereinafter defined) in accordance with the written investment directions of Lessee, which directions shall be set forth in a letter attached hereto as Exhibit E-1. Interest or other amounts earned and received by the Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. No investment shall be made that would cause the Agreement to be deemed to be an arbitrage bond within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended.

For the purpose of this paragraph 4, the term "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations, the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; and (iv) money market funds, whose investment parameters target investments in securities as described above in points (i-iii); or such other investments permitted by a policy duly adopted by Lessee's governing body and approved by Lessor.

5. Lessor and Lessee hereby authorize the Escrow Agent to take the following actions with respect to the Escrow Fund:

a. The Escrow Agent may withdraw funds from the Account and forward such funds as directed by the Lessee or to the Lessee for, in either case, the Lessee to make incremental payment for each Equipment Group only after the Certificate of Acceptance has been received for such Equipment Group, Lessor and Lessee have approved such disbursement, and the Lessee has delivered to the Escrow Agent a disbursement request identifying the amount of the payment, and which has been approved by Lessor in writing. The Escrow Agent is acting in an administrative and not discretionary role. Escrow agent shall be obligated to act only in accordance with the terms and provisions herein. No disbursements shall be made from the Escrow Account except for the Equipment Groups that are operationally complete and functionally independent and which may be utilized by Lessee without regard to whether the balance of the Equipment Groups are delivered and accepted. Escrow Agent shall also withdraw funds from the Account at the times and in the amounts so directed by Lessee to make or make provision for payments to the Federal Government pursuant to applicable Federal arbitrage and rebate provisions of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations. It shall be the Lessee's responsibility to determine or cause to be determined the amount and timing of such payments or provisions for payment..

b. Investments of moneys in the Account shall be made in accordance with Chapter 17, Florida Statutes, with due regard for the times at which withdrawals are expected to be made. All income, interest and proceeds of such investment shall accrue to the Account, to be used for the lawful purposes thereof. Any amounts remaining in the Account after the final incremental payment for the Equipment Group, and after provision is made for all amounts payable to the Federal Government pursuant to paragraph 4 above, shall be applied to prepay the Payments due to Lessor under the Financing Agreement. The Lessee shall compensate Escrow Agent according to Section 17.61, Florida Statutes. Interest on the escrow balance thereafter shall be credited to the Lessee.

c. Within 15 days after the end of each month, and at such other times as Lessor, Lessee and the Escrow Agent agree, the Escrow Agent shall deliver to Lessor and Lessee a statement in reasonable detail (to the addresses shown below) showing, as of the date of such statement: (a) the amount of cash held in the Account and (c) the amount of earnings credited to the Account.

d. Until applied in accordance with the provisions hereof, moneys in the Account, except such amounts payable to the Federal Government pursuant to paragraph 4 above, shall be subject to a lien and charge in favor of the Lessor, as additional security for payment of all sums due to Lessor under the Financing Agreement, and Lessee hereby grants such lien to Lessor. If an event of a default or non-appropriation has occurred under the Financing Agreement, Lessor will first give the Lessee notice and an opportunity to cure. If Lessee fails to cure within thirty (30) days, Lessee will notify the Escrow Agent in writing that all moneys remaining in the account, except such amounts payable to the Federal Government pursuant to paragraph 4 above, shall immediately be paid to the Lessor, and Escrow Agent shall immediately pay such monies to Lessor. Any moneys paid over to the Lessor under this provision shall be credited against amounts owed to Lessor by Lessee.

6. The reasonable fees and expenses of the Escrow Agent incurred in connection herewith shall be the responsibility of Lessor and are herein defined as the sum of \$ _____, for escrow services as described herein; plus any extraordinary expenses incurred by the Escrow Agent at the request of Lessor or Lessee.

7. The Escrow Agent shall have no liability for acting upon any written instruction presented by Lessee and Lessor in connection with this Escrow Agreement which the Escrow Agent in good faith believes to be genuine. Furthermore, the Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own gross negligence, willful misconduct or bad faith. The Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investment decisions made pursuant to Section 4, Qualified Investments at the direction of Lessee.

8. The Lessee shall be liable in the place of the Escrow Agent, and Lessor shall indemnify and hold harmless and defend the Escrow Agent, from and against any and all claims, costs, expenses, damages and losses in connection with the performance by the Escrow Agent of its obligations under this Escrow Agreement, except any such claims, costs, expenses, damages and losses by the negligence or willful default of the Escrow Agent. No indemnification will be made under this Section or elsewhere in this Escrow Agreement for damages arising solely out of negligence, willful misconduct or bad faith by the Escrow Agent, its officers, agents, employees, successors or assigns.

9. The Escrow Agent may at any time resign by giving at least 30 days' prior written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of the successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by instrument in writing executed by Lessor and Lessee. Such notice shall set forth the effective date of the removal. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent.

Upon the effective date of resignation or removal, the Escrow Agent will transfer the Escrow Fund then held by it to the successor Escrow Agent selected by Lessor and Lessee.

10. This Escrow Agreement and the Escrow Fund established hereunder shall terminate upon receipt by the Escrow Agent of the written notice from Lessor specified in Section 5(b) or Section 5(c) hereof.

11. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other party at its respective address shown on page 1 of this Escrow Agreement or at such other address as such party shall from time to time designate in writing to the other parties; and shall be effective on the date of receipt.

12. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of the Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor and Lessee.

13. This Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

14. The Escrow Agent may employ agents, attorneys and accountants in connection with its duties hereunder and shall not be liable for any action taken or omitted in good faith in accordance with the advice of counsel, accountants or other skilled persons.

15. This Escrow Agreement shall be governed by and be construed and interpreted in accordance with the internal laws of the State of New York.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed under seal as of the day and year first above set forth.

LESSOR:

CAPITAL ONE PUBLIC FUNDING, LLC

By: _____

Name: Jonathan Lewis

Title: Senior Vice President

LESSEE:

STATE OF FLORIDA, DEPARTMENT OF CORRECTIONS

By: _____

Name: _____

Title: _____

ESCROW AGENT:

DEUTSCHE BANK NATIONAL TRUST COMPANY

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT E-1

INVESTMENT DIRECTION LETTER

Deutsche Bank National Trust Company
6810 Crumpler Blvd, Suite 100
Olive Branch, MS 38654

Re: Escrow Agreement dated _____, 20__, by and among Capital One Public Funding LLC, as Lessor, State of Florida, Department of Corrections, as Lessee, and Deutsche Bank National Trust Company, as Escrow Agent

Ladies and Gentlemen:

Pursuant to the above-referenced Escrow Agreement, \$ _____ will be deposited in escrow with you on or about April 21, 2010. Such funds should be invested in Qualified Investments (as defined in the escrow agreement) as follows:

PLEASE CHECK DESIRED QUALIFIED INVESTMENTS:	AMOUNT OF INVESTMENT
1. <input type="checkbox"/> Direct general obligations of the United States of America;	\$
2. <input type="checkbox"/> Obligations – the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America;	\$
3. <input type="checkbox"/> General obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor;	\$
4. <input type="checkbox"/> Money market funds whose investment parameters target investments in securities as described above;	\$

UNLESS SPECIFIC DIRECTIONS ARE PROVIDED BY LESSEE (WHETHER ON THE DATE HEREOF OR UPON THE MATURITY OF INVESTMENTS), INVESTMENT SHALL BE MADE IN MONEY MARKET FUNDS AS DESCRIBED IN THE FOURTH CATEGORY ABOVE.

Very truly yours,

STATE OF FLORIDA, DEPARTMENT OF CORRECTIONS

By: _____

Name: _____

Title: _____

EXHIBIT E-2

CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST

Deutsche Bank National Trust Company (the "Escrow Agent"), as escrow agent under that certain Escrow Agreement dated _____, 20__ (the "Escrow Agreement"), by and among State of Florida, Department of Corrections ("Lessee"), Capital One Public Funding LLC ("Lessor") and the Escrow Agent, is hereby requested to pay from the Escrow Fund established and maintained thereunder, the amount set forth below to the named payee(s). ~~The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee).~~ The equipment described below is part or all of the Equipment listed in the Equipment Schedule to that certain Financing Agreement dated _____, 20__ (the "Agreement"), between Lessor and Lessee:

QUANTITY	DESCRIPTION OF UNITS OF EQUIPMENT	AMOUNT	PAYEE
----------	-----------------------------------	--------	-------

Lessee hereby certifies and represents to and agrees with Lessor as follows with respect to the Equipment described above: (i) the Equipment has been delivered and installed at the location(s) set forth in the Equipment Schedule; (ii) a present need exists for the Equipment which need is not temporary or expected to diminish in the near future; (iii) the Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (iv) the estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to the Equipment; (v) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate; (vi) the Equipment is covered by insurance in the types and amounts required by the Agreement; (vii) no Event of Default or nonappropriation, as such terms are defined in the Agreement, and no event which with the giving of notice or lapse of time or both, would become an Event of Default or nonappropriation, has occurred and is continuing on the date hereof; (viii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Agreement during Lessee's current fiscal year.

Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth in the Lease by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) Original Invoice(s); and/or (b) Copies of Certificate(s) of Origin, when applicable, designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing.

IF REQUEST IS FOR REIMBURSEMENT, CHECK HERE . Lessee paid an invoice prior to the commencement date identified in the Equipment Schedule and is requesting reimbursement for such payment, a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2 is hereby attached.

IF REQUEST IS FINAL REQUEST, CHECK HERE . Lessee hereby certifies that the items of Equipment described above, together with the items of Equipment described in and accepted by Certificates of Acceptance and Payment Requests previously filed by Lessee with Lessor constitutes all of the Equipment subject to the Equipment Schedule.

Date: _____

Approved:

Capital One Public Funding, LLC, as Lessor

State of Florida, Department of Corrections as Lessee

By: _____

By: _____

Name: Jonathan Lewis

Name: _____

Title: Senior Vice President

Title: _____

ESCROW AGREEMENT

LESSOR:
 CAPITAL ONE PUBLIC FUNDING, LLC
 265 Broadhollow Road
 Melville, NY 11747

ESCROW AGENT:
 DEUTSCHE BANK NATIONAL TRUST COMPANY
 6810 Crumpler Blvd, Suite 100
 Olive Branch, MS 38654

LESSEE:
 STATE OF FLORIDA, DEPARTMENT
 OF CORRECTIONS
 2601 Blair Stone Rd.
 Tallahassee, FL 32399

THIS ESCROW AGREEMENT (this "Escrow Agreement") dated April 21, 2010 is entered into by and among Capital One Public Funding, LLC ("Lessor"), State of Florida, Department of Corrections ("Lessee"), and Deutsche Bank National Trust Company (the "Escrow Agent").

Lessor and Lessee have heretofore entered into that certain Financing Agreement dated April 21, 2010 (the "Agreement"). The Agreement contemplates that certain Equipment described therein (the "Equipment") is to be acquired from the vendor(s) or manufacturer(s) thereof.

After acceptance of the Equipment by Lessee, the Equipment is to be leased by Lessor to Lessee pursuant to the terms of the Agreement.

The Agreement contemplates that Lessor will deposit with the Escrow Agent cash in the amount of \$13,943,822.15, to be held in escrow by the Escrow Agent and applied on the express terms and conditions set forth herein. Such deposit, together with all interest and additions received with respect thereto (hereinafter, the "Escrow Fund"), is to be applied from time to time to pay the vendor(s) or manufacturer(s) of the Equipment its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee).

The parties desire to set forth the terms on which the escrow is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, the parties agree as follows:

1. The Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The Escrow Agent agrees that the Escrow Fund shall be held irrevocably in trust for the account and benefit of Lessee and Lessor and all interest earned with respect to the Escrow Fund shall accrue to the benefit of Lessee and shall be applied as expressly set forth herein.

To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instruments from time to time comprising the Escrow Fund, Lessor hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash and negotiable instruments on behalf of Lessor.

2. On such day as determined to the mutual satisfaction of the parties (the "Commencement Date"), Lessor shall deposit with the Escrow Agent cash in the amount of \$13,943,822.15 to be held by the Escrow Agent on the express terms and conditions set forth herein. The Escrow Agent agrees to accept the deposit of the Escrow Fund by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto in escrow on the express terms and conditions set forth herein.

3. The Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of the Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of the Escrow Agent (or its

nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested by the Escrow Agent in such Qualified Investments (as hereinafter defined) in accordance with the written investment directions of Lessee, which directions shall be set forth in a letter attached hereto as **Exhibit E-1**. Interest or other amounts earned and received by the Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. No investment shall be made that would cause the Agreement to be deemed to be an arbitrage bond within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended.

For the purpose of this paragraph 4, the term "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations, the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; and (iv) money market funds, whose investment parameters target investments in securities as described above in points (i-iii); or such other investments permitted by a policy duly adopted by Lessee's governing body and approved by Lessor.

5. Lessor and Lessee hereby authorize the Escrow Agent to take the following actions with respect to the Escrow Fund:

a. The Escrow Agent may withdraw funds from the Account and forward such funds as directed by the Lessee or to the Lessee for, in either case, the Lessee to make incremental payment for each Equipment Group only after the Certificate of Acceptance has been received for such Equipment Group, Lessor and Lessee have approved such disbursement, and the Lessee has delivered to the Escrow Agent a disbursement request identifying the amount of the payment, and which has been approved by Lessor in writing. The Escrow Agent is acting in an administrative and not discretionary role. Escrow agent shall be obligated to act only in accordance with the terms and provisions herein. No disbursements shall be made from the Escrow Account except for the Equipment Groups that are operationally complete and functionally independent and which may be utilized by Lessee without regard to whether the balance of the Equipment Groups are delivered and accepted. Escrow Agent shall also withdraw funds from the Account at the times and in the amounts so directed by Lessee to make or make provision for payments to the Federal Government pursuant to applicable Federal arbitrage and rebate provisions of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations. It shall be the Lessee's responsibility to determine or cause to be determined the amount and timing of such payments or provisions for payment..

b. Investments of moneys in the Account shall be made in accordance with Chapter 17, Florida Statutes, with due regard for the times at which withdrawals are expected to be made. All income, interest and proceeds of such investment shall accrue to the Account, to be used for the lawful purposes thereof. Any amounts remaining in the Account after the final incremental payment for the Equipment Group, and after provision is made for all amounts payable to the Federal Government pursuant to paragraph 4 above, shall be applied to prepay the Payments due to Lessor under the Financing Agreement. The Lessee shall compensate Escrow Agent according to Section 17.61, Florida Statutes. Interest on the escrow balance thereafter shall be credited to the Lessee.

c. Within 15 days after the end of each month, and at such other times as Lessor, Lessee and the Escrow Agent agree, the Escrow Agent shall deliver to Lessor and Lessee a statement in reasonable detail (to the addresses shown below) showing, as of the date of such statement: (a) the amount of cash held in the Account and (c) the amount of earnings credited to the Account.

d. Until applied in accordance with the provisions hereof, moneys in the Account, except such amounts payable to the Federal Government pursuant to paragraph 4 above, shall be subject to a lien and charge in favor of the Lessor, as additional security for payment of all sums due to Lessor under the Financing Agreement, and Lessee hereby grants such lien to Lessor. If an event of a default or non-appropriation

has occurred under the Financing Agreement, Lessor will first give the Lessee notice and an opportunity to cure. If Lessee fails to cure within thirty (30) days, Lessee will notify the Escrow Agent in writing that all moneys remaining in the account, except such amounts payable to the Federal Government pursuant to paragraph 4 above, shall immediately be paid to the Lessor, and Escrow Agent shall immediately pay such monies to Lessor. Any moneys paid over to the Lessor under this provision shall be credited against amounts owed to Lessor by Lessee.

6. The reasonable fees and expenses of the Escrow Agent incurred in connection herewith shall be the responsibility of Lessor and are herein defined as the sum of \$1,500.00, for escrow services as described herein; plus any extraordinary expenses incurred by the Escrow Agent at the request of Lessor or Lessee.

7. The Escrow Agent shall have no liability for acting upon any written instruction presented by Lessee and Lessor in connection with this Escrow Agreement which the Escrow Agent in good faith believes to be genuine. Furthermore, the Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own gross negligence, willful misconduct or bad faith. The Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investment decisions made pursuant to Section 4, Qualified Investments at the direction of Lessee.

8. The Lessee shall be liable in the place of the Escrow Agent, and Lessor shall indemnify and hold harmless and defend the Escrow Agent, from and against any and all claims, costs, expenses, damages and losses in connection with the performance by the Escrow Agent of its obligations under this Escrow Agreement, except any such claims, costs, expenses, damages and losses by the negligence or willful default of the Escrow Agent. No indemnification will be made under this Section or elsewhere in this Escrow Agreement for damages arising solely out of negligence, willful misconduct or bad faith by the Escrow Agent, its officers, agents, employees, successors or assigns.

9. The Escrow Agent may at any time resign by giving at least 30 days' prior written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of the successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by instrument in writing executed by Lessor and Lessee. Such notice shall set forth the effective date of the removal. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent.

Upon the effective date of resignation or removal, the Escrow Agent will transfer the Escrow Fund then held by it to the successor Escrow Agent selected by Lessor and Lessee.

10. This Escrow Agreement and the Escrow Fund established hereunder shall terminate upon receipt by the Escrow Agent of the written notice from Lessor specified in Section 5(b) or Section 5(c) hereof.

11. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other party at its respective address shown on page 1 of this Escrow Agreement or at such other address as such party shall from time to time designate in writing to the other parties; and shall be effective on the date or receipt.

12. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of the Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor and Lessee.

13. This Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

14. The Escrow Agent may employ agents, attorneys and accountants in connection with its duties hereunder and shall not be liable for any action taken or omitted in good faith in accordance with the advice of counsel, accountants or other skilled persons.

15. This Escrow Agreement shall be governed by and be construed and interpreted in accordance with the internal laws of the State of Florida.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed under seal as of the day and year first above set forth.

LESSOR:

CAPITAL ONE PUBLIC FUNDING, LLC

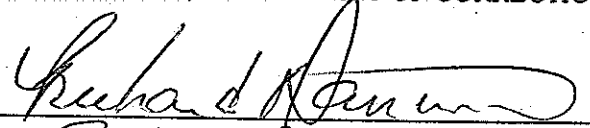
By: 

Name: Jonathan Lewis

Title: Senior Vice President

LESSEE:

STATE OF FLORIDA, DEPARTMENT OF CORRECTIONS

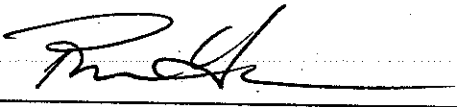
By: 

Name: Richard Dawson

Title: Deputy Secretary


ESCROW AGENT:

DEUTSCHE BANK NATIONAL TRUST COMPANY

By: 

Name: RICHARD HANN

Title: VICE PRESIDENT

By: 

Name: Gail Wilson

Title: Vice President

EXHIBIT E-1

INVESTMENT DIRECTION LETTER

Deutsche Bank National Trust Company
6810 Crumpler Blvd, Suite 100
Olive Branch, MS 38654

Re: Escrow Agreement dated April 21, 2010, by and among Capital One Public Funding LLC,
as Lessor, State of Florida, Department of Corrections, as Lessee, and Deutsche Bank
National Trust Company, as Escrow Agent

Ladies and Gentlemen:

Pursuant to the above-referenced Escrow Agreement, \$13,943,822.15 will be deposited in escrow
with you on or about April 21, 2010. Such funds should be invested in Qualified Investments (as
defined in the escrow agreement) as follows:

Table with 2 columns: PLEASE CHECK DESIRED QUALIFIED INVESTMENTS: and AMOUNT OF INVESTMENT. Rows include: 1. Direct general obligations of the United States of America; 2. Obligations - the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America; 3. General obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; 4. Money market funds whose investment parameters target investments in securities as described above;

UNLESS SPECIFIC DIRECTIONS ARE PROVIDED BY LESSEE (WHETHER ON THE DATE HEREOF OR UPON THE MATURITY OF INVESTMENTS), INVESTMENT SHALL BE MADE IN MONEY MARKET FUNDS AS DESCRIBED IN THE FOURTH CATEGORY ABOVE.

Very truly yours,

STATE OF FLORIDA, DEPARTMENT OF CORRECTIONS

By: _____

Name: _____

Title: _____

EXHIBIT E-2**CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST**

Deutsche Bank National Trust Company (the "Escrow Agent"), as escrow agent under that certain Escrow Agreement dated April 21, 2010 (the "Escrow Agreement"), by and among State of Florida, Department of Corrections ("Lessee"), Capital One Public Funding LLC ("Lessor") and the Escrow Agent, is hereby requested to pay from the Escrow Fund established and maintained thereunder, the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee). The equipment described below is part or all of the Equipment listed in the Equipment Schedule to that certain Financing Agreement dated April 21, 2010 (the "Agreement"), between Lessor and Lessee:

QUANTITY	DESCRIPTION OF UNITS OF EQUIPMENT	AMOUNT	PAYEE
----------	--------------------------------------	--------	-------

Lessee hereby certifies and represents to and agrees with Lessor as follows with respect to the Equipment described above: (i) the Equipment has been delivered and installed at the location(s) set forth in the Equipment Schedule; (ii) a present need exists for the Equipment which need is not temporary or expected to diminish in the near future; (iii) the Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (iv) the estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to the Equipment; (v) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate; (vi) the Equipment is covered by insurance in the types and amounts required by the Agreement; (vii) no Event of Default or nonappropriation, as such terms are defined in the Agreement, and no event which with the giving of notice or lapse of time or both, would become an Event of Default or nonappropriation, has occurred and is continuing on the date hereof; (viii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Agreement during Lessee's current fiscal year.

Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth in the Lease by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) Original Invoice(s); and/or (b) Copies of Certificate(s) of Origin, when applicable, designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing.

IF REQUEST IS FOR REIMBURSEMENT, CHECK HERE . Lessee paid an invoice prior to the commencement date identified in the Equipment Schedule and is requesting reimbursement for such payment, a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2 is hereby attached.

IF REQUEST IS FINAL REQUEST, CHECK HERE . Lessee hereby certifies that the items of Equipment described above, together with the items of Equipment described in and accepted by Certificates of Acceptance and Payment Requests previously filed by Lessee with Lessor constitutes all of the Equipment subject to the Equipment Schedule.

Date: _____

Approved:

Capital One Public Funding, LLC, as Lessor

State of Florida, Department of Corrections as Lessee

By: _____

By: _____

Name: Jonathan Lewis

Name: _____

Title: Senior Vice President

Title: _____

TAX AND ARBITRAGE CERTIFICATE

The undersigned, Richard Davison, acting on behalf of State of Florida, Department of Corrections (the "Agency"), being charged with the responsibility for completing the transaction involving the execution and delivery by the Agency of a Financing Agreement dated as of April 21, 2010 (the "Agreement"), between Capital One Public Funding, LLC (the "Lender") and the Agency, hereby certifies as follows:

Capitalized terms not specifically defined herein shall have the meanings set forth in the Agreement. Unless the context indicates otherwise, words and phrases used herein shall have the meanings assigned in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and in the Treasury Regulations promulgated thereunder.

1. **Authority and Purpose for Agreement.** The Agreement is being entered simultaneously with the delivery of this certificate to provide funds to pay the costs of acquiring the equipment described in Exhibit B to the Agreement (the "Equipment").

2. **Use of Agreement Proceeds.** The total proceeds to be received by the Agency from the Agreement will equal \$13,943,822.15. The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the vendor fully paid, within eighteen months of the Commencement Date.

3. **No Overissuance.** The total proceeds to be derived from the Agreement, together with other money contributed by the Agency, do not exceed the estimated total costs of the Equipment.

4. **Sinking Funds.** There have not been created or established, nor does the Agency expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to make Payments under the Agreement, or (ii) that may be used solely to prevent a default in the payment of Payments under the Agreement.

5. **No Sale of Equipment.** The Agency does not expect to sell, encumber or otherwise dispose of the Equipment (except for dispositions resulting from normal wear, obsolescence or depreciation) prior to the final Payment Date of the Agreement

6. **Reserve, Replacement and Pledged Funds.** No reserve fund has been or will be established for the Agreement. No portion of the proceeds of the Agreement will be used as a substitute for other funds that were otherwise to be used as a source of financing acquisition of the Equipment and that have been or will be used to acquire directly or indirectly securities producing a yield in excess of the yield on the Agreement. There are no pledged funds for which a reasonable assurance exists that such funds would be available for payment of the Payments under the Agreement in the event the Agency was to encounter financial difficulty

7. **Reasonable Expectations.** To the best of our knowledge, information and belief, the foregoing facts and estimates set forth in this Certificate are accurate and the expectations of the Agency set forth in this Certificate are reasonable.

8. **Not An Arbitrage Bond.** On the basis of the foregoing facts, estimates and circumstances, it is not expected that the proceeds of the Agreement will be used in a manner that would cause the Agreement to be an "arbitrage bond" within the meaning of Code Section 148.

9. **Further Certifications.** The Agency does not currently plan to sell or lease the Equipment or enter into any management or service agreement covering the Equipment. The Agency does not plan to enter into an investment agreement (including a forward purchase agreement or "repurchase agreement") to handle the investment of any of the proceeds of the Agreement. None of the proceeds of the Agreement will be used to refinance existing obligations of the Agency. None of the proceeds of the Agreement will be used to reimburse the Agency for prior expenditures

DATED: April 21, 2010

STATE OF FLORIDA, DEPARTMENT OF CORRECTIONS

By: [Signature]
Title: Deputy Secretary

Form **8038-G**
 (Rev. November 2000)
 Department of the Treasury
 Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations
 ▶ Under Internal Revenue Code section 149(e)
 ▶ See separate Instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority If Amended Return, check here

1 Issuer's name
State of Florida, Department of Corrections

2 Issuer's employer identification number

3 Number and street (or P.O. box if mail is not delivered to street address)
2601 Blair Stone Rd.

Room/suite

4 Report number
3 2010-

5 City, town, or post office, state, and ZIP code
Tallahassee, FL 32399

6 Date of issue
April 21, 2010

7 Name of issue
Financing Agreement dated April 21, 2010 with Capital One Public Funding, LLC

8 CUSIP number
none

9 Name and title of officer or legal representative whom the IRS may call for more information

10 Telephone number of officer or legal representative
(419) 457-4969

Part II Type of Issue (check applicable box(es) and enter the issue price) See instructions and attach schedule

11	<input type="checkbox"/> Education	11	
12	<input type="checkbox"/> Health and hospital	12	
13	<input type="checkbox"/> Transportation	13	
14	<input type="checkbox"/> Public safety	14	
15	<input checked="" type="checkbox"/> Environment (including sewage bonds)	15	13,943,822
16	<input type="checkbox"/> Housing	16	
17	<input type="checkbox"/> Utilities	17	
18	<input type="checkbox"/> Other. Describe ▶	18	

19 If obligations are TANs or RANs, check box If obligations are BANs, check box

20 If obligations are in the form of a lease or installment sale, check box

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/1/2026	\$ 13,943,822	\$ 13,943,822	10.541 years	5.27482 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest	22	0
23	Issue price of entire issue (enter amount from line 21, column (b))	23	13,943,822
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	0
25	Proceeds used for credit enhancement	25	0
26	Proceeds allocated to reasonably required reserve or replacement fund	26	0
27	Proceeds used to currently refund prior issues	27	0
28	Proceeds used to advance refund prior issues	28	0
29	Total (add lines 24 through 28)	29	0
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	13,943,822

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)

31 Enter the remaining weighted average maturity of the bonds to be currently refunded ▶ **n/a** years

32 Enter the remaining weighted average maturity of the bonds to be advance refunded ▶ **n/a** years

33 Enter the last date on which the refunded bonds will be called ▶ **n/a**

34 Enter the date(s) the refunded bonds were issued ▶ **n/a**

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) ▶ **35**

36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions) ▶ **36a**

b Enter the final maturity date of the guaranteed investment contract ▶ **37a**

37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units

b If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the name of the issuer ▶ and the date of the issue ▶

38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box

39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box

40 If the issuer has identified a hedge, check box

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Sign Here

Richard Davison **4/20/10**
 Signature of issuer's authorized representative Date

Richard Davison, Deputy Sec.
 Type or print name and title

Schedule XIV
Variance from Long Range Financial Outlook

Agency: Department of Corrections

Contact: Mark Tallent

Article III, Section 19(a)3, Florida Constitution, requires each agency Legislative Budget Request to be based upon and reflect the long range financial outlook adopted by the Joint Legislative Budget Commission or to explain any variance from the outlook.

- 1) Does the long range financial outlook adopted by the Joint Legislative Budget Commission in September 2009 contain revenue or expenditure estimates related to your agency?

Yes No

- 2) If yes, please list the estimates for revenues and budget drivers that reflect an estimate for your agency for Fiscal Year 2010-2011 and list the amount projected in the long range financial outlook and the amounts projected in your Schedule I or budget request.

	Issue (Revenue or Budget Driver)	R/B*	FY 2011-2012 Estimate/Request Amount	
			Long Range Financial Outlook	Legislative Budget Request
a	Increase in Criminal Justice Estimating Conference (CJEC) Prison Population	B	\$ 36.4	\$ 6.3
b	Annualization of Criminal Justice Estimating Conference (CJEC) Issues	B	(5.2)	(5.2)
c	Criminal Justice - Increased Capacity/Planning and Site Acquisition	B	-	4.6
d				
e				
f				

- 3) If your agency's Legislative Budget Request does not conform to the long range financial outlook with respect to the revenue estimates (from your Schedule I) or budget drivers, please explain the variance(s) below.

Due to the projections of the Criminal Justice Estimating Conference, the department's operating request for inmate population growth is only \$6.3 million based on the funding model used by the department for the last decade. In addition, the department has funded selected new facility support issues through consolidations of existing institutions at no net increase to the department's operating budget. The department is also requesting \$4.6 million in fixed capital outlay funding to begin construction of a female mental health unit at Lowell.

* R/B = Revenue or Budget Driver

SCHEDULE VI: DETAIL OF DEBT SERVICE

Department: Corrections **Budget Period 2011 -2012**
Budget Entity: Adult Male Custody Operations 70031100

(1)	(2)	(3)	(4)
SECTION I	ACTUAL FY 2009-2010	ESTIMATED FY 2010-2011	REQUEST FY 2011-2012
Interest on Debt	18,607,473		
Principal	12,766,040		
Repayment of Loans			
Fiscal Agent or Other Fees	182,590		
Other Debt Service			
Total Debt Service	31,556,103		

Explanation: Certificates of participation were issued for the construction of five privately operated correctional facilities, Sago Palm, Demilly Work Camp and various publicly operated facilities included in US Bank Series 2009 B & C.

SECTION II

ISSUE:

(1)	(2)	(3)	(4)	(5)
INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	June 30, 2011	June 30, 2012
(6)		(7)	(8)	(9)
		ACTUAL FY 2009-2010	ESTIMATED FY 2010-2011	REQUEST FY 2011-2012
Interest on Debt				
Principal				
Fiscal Agent or Other Fees				
Other				
Total Debt Service				

ISSUE:

(1)	(2)	(3)	(4)	(5)
INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	June 30, 2011	June 30, 2012
(6)		(7)	(8)	(9)
		ACTUAL FY 2009-2010	ESTIMATED FY 2010-2011	REQUEST FY 2011-2012
Interest on Debt				
Principal				
Fiscal Agent or Other Fees				
Other				
Total Debt Service				

SCHEDULE VI: DETAIL OF DEBT SERVICE

Department: Corrections **Budget Period 2011 -2012**
Budget Entity: Adult and Youthful Offender Female Custody Operations 70031200

(1)	(2)	(3)	(4)
SECTION I	ACTUAL FY 2009-2010	ESTIMATED FY 2010-2011	REQUEST FY 2011-2012
Interest on Debt	1,148,835		
Principal	1,905,000		
Repayment of Loans			
Fiscal Agent or Other Fees	2,761		
Other Debt Service			
Total Debt Service	3,056,596		

Explanation: Certificates of participation (COP) were issued to fund one privately operated female correctional facility.

SECTION II

ISSUE:

(1)	(2)	(3)	(4)	(5)
INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	June 30, 2011	June 30, 2012
(6)		(7)	(8)	(9)
		ACTUAL FY 2009-2010	ESTIMATED FY 2010-2011	REQUEST FY 2011-2012
Interest on Debt				
Principal				
Fiscal Agent or Other Fees				
Other				
Total Debt Service				

ISSUE:

INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	June 30, 2010	June 30, 2011
		ACTUAL FY 2009-2010	ESTIMATED FY 2010-2011	REQUEST FY 2011-2012
Interest on Debt				
Principal				
Fiscal Agent or Other Fees				
Other				
Total Debt Service				

SCHEDULE VI: DETAIL OF DEBT SERVICE

Department: Corrections **Budget Period 2011 -2012**
Budget Entity: Male Youthful Offender Custody Operations 70031300

(1)	(2)	(3)	(4)
SECTION I	ACTUAL FY 2009-2010	ESTIMATED FY 2010-2011	REQUEST FY 2011-2012
Interest on Debt	1,212,064		
Principal	1,418,960		
Repayment of Loans			
Fiscal Agent or Other Fees	2,177		
Other Debt Service			
Total Debt Service	2,633,201		

Explanation: Certificates of participation (COP) were issued to fund one privately operated male youthful offender correctional facility.

SECTION II
ISSUE:

INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	June 30, 2011	June 30, 2012

	ACTUAL FY 2009-2010	ESTIMATED FY 2010-2011	REQUEST FY 2011-2012
Interest on Debt			
Principal			
Fiscal Agent or Other Fees			
Other			
Total Debt Service			
ISSUE:			

INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	June 30, 2011	June 30, 2012

	ACTUAL FY 2009-2010	ESTIMATED FY 2010-2011	REQUEST FY 2011-2012
Interest on Debt			
Principal			
Fiscal Agent or Other Fees			
Other			
Total Debt Service			

SCHEDULE VI: DETAIL OF DEBT SERVICE

Department: Corrections **Budget Period 2011 -2012**
Budget Entity: Adult Male Custody Operations 70031100

(1)	(2)	(3)	(4)
SECTION I	ACTUAL FY 2009-2010	ESTIMATED FY 2010-2011	REQUEST FY 2011-2012
Interest on Debt	741,123		
Principal	2,705,000		
Repayment of Loans			
Fiscal Agent or Other Fees	0		
Other Debt Service			
Total Debt Service	3,446,123		

Explanation: Certificates of participation (COP) were issued by the state to fund construction of a publicly run correctional facility in Okeechobee.

SECTION II

ISSUE:

(1)	(2)	(3)	(4)	(5)
INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	June 30, 2011	June 30, 2012
(6)		(7)	(8)	(9)
		ACTUAL FY 2009-2010	ESTIMATED FY 2010-2011	REQUEST FY 2011-2012
Interest on Debt				
Principal				
Fiscal Agent or Other Fees				
Other				
Total Debt Service				

ISSUE:

(1)	(2)	(3)	(4)	(5)
INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	June 30, 2011	June 30, 2012
(6)		(7)	(8)	(9)
		ACTUAL FY 2009-2010	ESTIMATED FY 2010-2011	REQUEST FY 2011-2012
Interest on Debt				
Principal				
Fiscal Agent or Other Fees				
Other				
Total Debt Service				

SCHEDULE VI: DETAIL OF DEBT SERVICE

Department: Corrections **Budget Period 2011 -2012**

Budget Entity: Correctional Facilities Maintenance and Repair 70032000

(1)	(2)	(3)	(4)
SECTION I	ACTUAL	ESTIMATED	REQUEST
	FY 2009-2010	FY 2010-2011	FY 2011-2012
Interest on Debt	<input type="text"/>	36,931,542	35,606,479
Principal	<input type="text"/>	35,500,000	36,775,000
Repayment of Loans	<input type="text"/>	<input type="text"/>	<input type="text"/>
Fiscal Agent or Other Fees	<input type="text"/>	34,538	33,038
Other Debt Service	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total Debt Service	<input type="text"/>	72,466,080	72,414,517

Explanation: All existing debt service was transferred to this budget entity in the 2010-11 General Appropriations Act.

SECTION II

ISSUE:

(1)	(2)	(3)	(4)	(5)
INTEREST RATE	MATURITY DATE	ISSUE AMOUNT	June 30, 2011	June 30, 2012
(6)		(7)	(8)	(9)
		ACTUAL	ESTIMATED	REQUEST
		FY 2009-2010	FY 2010-2011	FY 2011-2012
Interest on Debt		<input type="text"/>	<input type="text"/>	<input type="text"/>
Principal		<input type="text"/>	<input type="text"/>	<input type="text"/>
Fiscal Agent or Other Fees		<input type="text"/>	<input type="text"/>	<input type="text"/>
Other		<input type="text"/>	<input type="text"/>	<input type="text"/>
Total Debt Service		<input type="text"/>	<input type="text"/>	<input type="text"/>

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SCHEDULE IX: MAJOR AUDIT FINDINGS AND RECOMMENDATIONS

Budget Period: 2011-12

Department: Inspector General's Office

Chief Internal Auditor: Paul Strickland

Budget Entity: Bureau of Internal Audit

Phone Number: 850-410-4127

(1) REPORT NUMBER	(2) PERIOD ENDING	(3) UNIT/AREA	(4) SUMMARY OF FINDINGS AND RECOMMENDATIONS	(5) SUMMARY OF CORRECTIVE ACTION TAKEN	(6) ISSUE CODE
A08022	7/8/2009	Inmate Trust Fund at DC Work Release Centers	<p>Finding: There is no independent verification of inmate funds received to those entered in the Inmate Trust Fund System.</p> <p>Recommendation: the Bureau of Finance and Accounting and Bureau of Inmate Transition require an independent verification be conducted on inmate funds that are received to those that are entered in the inmate trust fund system, to ensure accountability of all inmate funds.</p> <p>Finding: The Bureau of Inmate Transition does not have a procedure manual for handling the inmate trust fund at DC WRCs.</p> <p>Recommendation: The Bureau of Inmate Transition and the Bureau of Finance and Accounting coordinate their efforts to publish a procedure manual to provide formal instructions for handling the inmate trust fund at DC WRCs.</p> <p>Finding: Comdata cards/Comchek drafts are being utilized as a method of payment to inmates at the WPB/Atlantic and Ft. Pierce WRCs without adequate controls to safeguard inmate funds.</p> <p>Recommendation: the Bureau of Finance and Accounting and Bureau of Inmate Transition take appropriate action to address the use of comdata cards and comchek drafts to safeguard inmate funds at DC WRCs.</p>	Management agreed with and responded to our findings. They are taking or have taken appropriate action to rectify the audit issues.	Inspector General's Office/Bure Internal Au
A09012	7/16/2009	Offender Intake, Orientation and Classification	Our audit revealed the existing internal control structure for the intake and release management processes is adequate and the Bureau of Probation and Parole Field Services is in compliance with the established laws, rules, policies and procedures.	Management agreed with the results of our audit.	Inspector General's Office/Bure Internal Au

A09013	9/4/2009	Help Desk	Based on the provisions of Section 282.318, Florida Statutes, Security of Data and Information Technology Resources, the results of this project are confidential and exempt from the provisions of Section 119.07(1), Florida Statutes.	Management agreed with and responded to our findings. They are taking or have taken appropriate action to rectify the audit issues.	Inspector General's Office/Bureau Internal Audit
A09019	1/20/2010	Security Threat Management Program	Based on the provisions of Section 282.318, Florida Statutes, Security of Data and Information Technology Resources, the results of this project are confidential and exempt from the provisions of Section 119.07(1), Florida Statutes.	Management agreed with and responded to our findings. They are taking or have taken appropriate action to rectify the audit issues.	Inspector General's Office/Bureau Internal Audit
A09024	1/29/2010	Inmate Visitation	<p>Finding: Work Release Centers allow visitors to bring items to inmates which are not permissible in accordance with Chapter 33-601.725, F.A.C, specifically cash, clothing,</p> <p>Recommendation: the Office of Institutions and Re-Entry examine the current practices and modify the applicable rule to allow for these items, if deemed appropriate. Otherwise, we recommend the Office of Institutions and Re-Entry instruct the WRCs to discontinue the practice of allowing visitors to bring these items not permitted by rule.</p> <p>Finding: Visiting rules for inmate visitation were not displayed in a manner that allows visitors to review them prior to the institutional visitation entry process.</p> <p>Recommendation: the Office of Institutions and Re-Entry enforce the requirement that visiting rules be displayed in locations where they may be viewed by visitors before the institutional visitation entry process begins.</p> <p>Finding: The Office of Institutions and Re-Entry does not have a process to periodically review visitors to ensure the person continues to meet the eligibility criteria for visitation privileges.</p> <p>Recommendation: The Office of Institutions and Re-Entry consider implementing a process to periodically review visitors to ensure the person continues to meet the eligibility criteria for visitation privileges and that the documentation of this review be maintained in the inmate's file.</p>	Management agreed with and responded to our findings. They are taking or have taken appropriate action to rectify the audit issues.	Inspector General's Office/Bureau Internal Audit

			<p>Finding: The DC6-111A - Request For Visiting Privileges and DC6-111D - Visitor Screening Matrix used to complete the approval process for visitors do not require date and signature of the approving officer.</p> <p>Recommendation: the Office of Institutions and Re-Entry consider revising at least one of the forms to include blocks for the signature and date of the approving institutional classification officer and that the form(s) be retained in the inmate's file.</p> <p>Finding: Security Operations at DC facilities is assigning staff, who have not been trained as required by Chapter 33-601.721, F.A.C., to work in the visiting process.</p> <p>Recommendation: the Office of Institutions and Re-Entry implement practices that will facilitate assigning trained staff to work in the visiting process.</p>		
A10001	1/11/2010	Inmate Release Gratuity Fund Audit Region I	<p>Finding: The Petty Cash Control Log was not maintained by the fund custodian as required by DC Procedure 203.005.</p> <p>Recommendation: the Office of Institutions, Region I Director, enforce the requirement that a petty cash control log be maintained by the fund custodian.</p> <p>Recommendation: the Office of Institutions, Region I Director, consider adding the requirement of a petty cash control log to be maintained by the fund custodian to their Internal Control Checklist.</p>	Management agreed with and responded to our findings. They are taking or have taken appropriate action to rectify the audit issues.	Inspector General's Office/Bureau Internal Audit
A10003	5/21/2010	Pharmacy Inventory Control	<p>Finding: Physical inventory counts disclosed that drug inventory balances as recorded in CIPS are not always accurate.</p> <p>Recommendation: Upon implementation of the new CIPS system, we recommend Pharmacy Services management review the application and processes in place at the cluster pharmacies to ensure that application problems and areas where human error can occur have been mitigated.</p>	Management agreed with and responded to our findings. They are taking or have taken appropriate action to rectify the audit issues.	Inspector General's Office/Bureau Internal Audit

A10005	1/13/2010	Inmate Release Gratuity Fund Audit Region 2	Our audit revealed that, overall, adequate internal controls have been established for the Inmate Release Gratuity Fund at the institutions visited. We found the inmate gratuity funds were intact and properly accounted for at each location and cash receipts and disbursements were made in accordance with applicable rules and procedures.	Management agreed with the results of our audit.	Inspector General's Office/Bureau Internal Au
A10007	1/13/2010	Inmate Release Gratuity Fund Audit Region 3	Our audit revealed that, overall, adequate internal controls have been established for the Inmate Release Gratuity Fund at the institutions visited. We found the inmate gratuity funds were intact and properly accounted for at each location and cash receipts and disbursements were made in accordance with applicable rules and procedures.	Management agreed with the results of our audit.	Inspector General's Office/Bureau Internal Au

Office of Policy and Budget - July 2009

Fiscal Year 2011-12 LBR Technical Review Checklist (Rev. 10-13-2010)

Department/Budget Entity (Service): Department of Corrections / Department Administration
 Agency Budget Officer/OPB Analyst Name: Mark Tallent / Beth Hamilton

A "Y" indicates "YES" and is acceptable, an "N/J" indicates "NO/Justification Provided" - these require further explanation/justification (additional sheets can be used as necessary), and "TIPS" are other areas to consider.

Action	Program or Service (Budget Entity Codes)				
	70010100	70010200	70010400	70	

1. GENERAL

1.1 Are Columns A01, A02, A04, A05, A36, A90, A91, A92, A93, A94, A95, IA1, IA4, IA5, IP1, V1, IV3 and NV1 set to TRANSFER CONTROL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status for both the Budget and Trust Fund columns? Are Columns A06, A07, A08 and A09 for Fixed Capital Outlay (FCO) set to TRANSFER CONTROL for DISPLAY status only?	Y	Y	Y		
1.2 Is Column A03 set to TRANSFER CONTROL for DISPLAY and UPDATE status for both the Budget and Trust Fund columns? (CSDI)	Y	Y	Y		

AUDITS:

1.3 Has Column A03 been copied to Column A12? Run the Exhibit B Audit Comparison Report to verify. (EXBR, EXBA)	Y	Y	Y		
1.4 Has security been set correctly? (CSDR, CSA)	Y	Y	Y		
TIP The agency should prepare the budget request for submission in this order: 1) Lock columns as described above; 2) copy Column A03 to Column A12; and 3) set Column A12 column security to ALL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status.					

2. EXHIBIT A (EADR, EXA)

2.1 Is the budget entity authority and description consistent with the agency's LRPP and does it conform to the directives provided on page 56 of the LBR Instructions?	Y	Y	Y		
2.2 Are the statewide issues generated systematically (estimated expenditures, nonrecurring expenditures, etc.) included?	Y	Y	Y		
2.3 Are the issue codes and titles consistent with Section 3 of the LBR Instructions (pages 15 through 27)? Do they clearly describe the issue?	Y	Y	Y		
2.4 Have the coding guidelines in Section 3 of the LBR Instructions (pages 15 through 27) been followed?	Y	Y	Y		

3. EXHIBIT B (EXBR, EXB)

3.1 Is it apparent that there is a fund shift and were the issues entered into LAS/PBS correctly? Check D-3A funding shift issue 340XXX0 - a unique deduct and unique add back issue should be used to ensure fund shifts display correctly on the LBR exhibits.	N/A	N/A	N/A		
3.2 Are the 33XXXX0 issues negative amounts only and do not restore nonrecurring cuts from a prior year or fund any issues that net to a positive or zero amount? Check D-3A issues 33XXXX0 - a unique issue should be used for issues that net to zero or a positive amount.	N/A	N/A	N/A		

AUDITS:

3.3 Negative Appropriation Category Audit for Agency Request (Columns A03 and A04): Are all appropriation categories positive by budget entity at the FSI level? Are all nonrecurring amounts less than requested amounts? (NACR, NAC - Report should print "No Negative Appropriation Categories Found")	Y	Y	Y		
3.4 Current Year Estimated Verification Comparison Report: Is Column A02 equal to Column B07? (EXBR, EXBC - Report should print "Records Selected Net To Zero")	Y	Y	Y		

		Program or Service (Budget Entity Codes)				
Action		70010100	70010200	70010400	70	
TIP	Generally look for and be able to fully explain significant differences between A02 and A03.					
TIP	Exhibit B - A02 equal to B07: Compares Current Year Estimated column to a backup of A02. This audit is necessary to ensure that the historical detail records have not been adjusted. Records selected should net to zero.					
TIP	Requests for appropriations which require advance payment authority must use the sub-title "Grants and Aids". For advance payment authority to local units of government, the Aid to Local Government appropriation category (05XXXX) should be used. For advance payment authority to non-profit organizations or other units of state government, the Special Categories appropriation category (10XXXX) should be used.					
4. EXHIBIT D (EADR, EXD)						
4.1	Is the program component objective statement consistent with the agency LRPP, and does it conform to the directives provided on page 59 of the LBR Instructions?	Y	Y	Y		
4.2	Is the program component code and title used correct?	Y	Y	Y		
TIP	Fund shifts or transfers of services or activities between program components will be displayed on an Exhibit D whereas it may not be visible on an Exhibit A.					
5. EXHIBIT D-1 (ED1R, EXD1)						
5.1	Are all object of expenditures positive amounts? (This is a manual check.)	Y	Y	Y		
AUDITS:						
5.2	Do the fund totals agree with the object category totals within each appropriation category? (ED1R, XD1A - Report should print "No Differences Found For This Report")	Y	Y	Y		
5.3	FLAIR Expenditure/Appropriation Ledger Comparison Report: Is Column A01 less than Column B04? (EXBR, EXBB - Negative differences need to be corrected in Column A01.)	Y	Y	Y		
5.4	A01/State Accounts Disbursements and Carry Forward Comparison Report: Does Column A01 equal Column B08? (EXBR, EXBD - Differences need to be corrected in Column A01.)	Y	Y	Y		
TIP	If objects are negative amounts, the agency must make adjustments to Column A01 to correct the object amounts. In addition, the fund totals must be adjusted to reflect the adjustment made to the object data.					
TIP	If fund totals and object totals do not agree or negative object amounts exist, the agency must adjust Column A01.					
TIP	Exhibit B - A01 less than B04: This audit is to ensure that the disbursements and carry/certifications forward in A01 are less than FY 2009-10 approved budget. Amounts should be positive.					
TIP	If B08 is not equal to A01, check the following: 1) the initial FLAIR disbursements or carry forward data load was corrected appropriately in A01; 2) the disbursement data from departmental FLAIR was reconciled to State Accounts; and 3) the FLAIR disbursements did not change after Column B08 was created.					
6. EXHIBIT D-3 (ED3R, ED3) (Not required in the LBR - for analytical purposes only.)						
6.1	Are issues appropriately aligned with appropriation categories?	Y	Y	Y		

	Program or Service (Budget Entity Codes)				
Action	70010100	70010200	70010400	70	

TIP Exhibit D-3 is no longer required in the budget submission but may be needed for this particular appropriation category/issue sort. Exhibit D-3 is also a useful report when identifying negative appropriation category problems.	
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7. EXHIBIT D-3A (EADR, ED3A)						
7.1	Are the issue titles correct and do they clearly identify the issue? (See pages 15 through 31 of the LBR Instructions.)	Y	Y	Y		
7.2	Does the issue narrative adequately explain the agency's request and is the explanation consistent with the LRPP? (See page 65 of the LBR Instructions.)	Y	Y	Y		
7.3	Does the narrative for Information Technology (IT) issue follow the additional narrative requirements described on pages 66 through 69 of the LBR Instructions?	Y	Y	Y		
7.4	Are all issues with an IT component identified with a "Y" in the "IT COMPONENT?" field? If the issue contains an IT component, has that component been identified and documented?	Y	Y	Y		
7.5	Does the issue narrative explain any variances from the Standard Expense and Human Resource Services Assessments package? Is the nonrecurring portion in the nonrecurring column? (See pages E-4 and E-5 of the LBR Instructions.)	Y	Y	Y		
7.6	Does the salary rate request amount accurately reflect any new requests and are the amounts proportionate to the Salaries and Benefits request? Note: Salary rate should always be annualized.	Y	Y	Y		
7.7	Does the issue narrative thoroughly explain/justify all Salaries and Benefits amounts entered into the Other Salary Amounts transactions (OADA/C)? Amounts entered into OAD are reflected in the Position Detail of Salaries and Benefits section of the Exhibit D-3A.	Y	Y	Y		
7.8	Does the issue narrative include the Consensus Estimating Conference forecast, where appropriate?	Y	Y	Y		
7.9	Does the issue narrative reference the specific county(ies) where applicable?	Y	Y	Y		
7.10	Do the 160XXX0 issues reflect budget amendments that have been approved (or in the process of being approved) and that have a recurring impact (including Lump Sums)? Have the approved budget amendments been entered in Column A18 as instructed in Memo #11-006?	Y	Y	Y		
7.11	When appropriate are there any 160XXX0 issues included to delete positions placed in reserve in the OPB Position and Rate Ledger (e.g. unfunded grants)? Note: Lump sum appropriations not yet allocated should <u>not</u> be deleted. (PLRR, PLMO)	Y	Y	Y		
7.12	Does the issue narrative include plans to satisfy additional space requirements when requesting additional positions?	Y	Y	Y		

Action		Program or Service (Budget Entity Codes)				
		70010100	70010200	70010400	70	
7.13	Has the agency included a 160XXX0 issue and 210XXXX and 260XXX0 issues as required for lump sum distributions?	Y	Y	Y		
7.14	Do the amounts reflect appropriate FSI assignments?	Y	Y	Y		
7.15	Do the issues relating to <i>salary and benefits</i> have an "A" in the fifth position of the issue code (XXXXAXX) and are they self-contained (not combined with other issues)? (See page 26 and 86 of the LBR Instructions.)	Y	Y	Y		
7.16	Do the issues relating to <i>Information Technology (IT)</i> have a "C" in the sixth position of the issue code (36XXXXCX) and are the correct issue codes used (361XXC0, 362XXC0, 363XXC0, 17C01C0, 17C02C0, 17C03C0, 24010C0, 33001C0 or 55C01C0)?	Y	Y	Y		
7.17	Are the issues relating to <i>major audit findings and recommendations</i> properly coded (4A0XXX0, 4B0XXX0)?	N/A	N/A	N/A		
AUDIT:						
7.18	Are all FSI's equal to '1', '2', '3', or '9'? There should be no FSI's equal to '0'. (EADR, FSIA - Report should print "No Records Selected For Reporting")	Y	Y	Y		
7.19	Does the General Revenue for 160XXXX issues net to zero? (GENR, LBR1)	Y	Y	Y		
7.20	Does the General Revenue for 180XXXX issues net to zero? (GENR, LBR2)	Y	Y	Y		
7.21	Does the General Revenue for 200XXXX issues net to zero? (GENR, LBR3)	Y	Y	Y		
7.22	Have FCO appropriations been entered into the nonrecurring column A04? (GENR, LBR4 - Report should print "No Records Selected For Reporting" or a listing of D-3A issue(s) assigned to Debt Service (IOE N) or in some cases State Capital Outlay - Public Education Capital Outlay (IOE L))	N/A	N/A	N/A		
TIP	Salaries and Benefits amounts entered using the OADA/C transactions must be thoroughly justified in the D-3A issue narrative. Agencies can run OADA/OADR from STAM to identify the amounts entered into OAD and ensure these entries have been thoroughly explained in the D-3A issue narrative.					
TIP	The issue narrative must completely and thoroughly explain and justify each D-3A issue. Agencies must ensure it provides the information necessary for the OPB and legislative analysts to have a complete understanding of the issue submitted. Thoroughly review pages 64 through 70 of the LBR Instructions.					
TIP	Check BAPS to verify status of budget amendments. Check for reapprovals not picked up in the General Appropriations Act. Verify that Lump Sum appropriations in Column A02 do not appear in Column A03. Review budget amendments to verify that 160XXX0 issue amounts correspond accurately and net to zero for General Revenue funds.					
TIP	If an agency is receiving federal funds from another agency the FSI should = 9 (Transfer - Recipient of Federal Funds). The agency that originally receives the funds directly from the federal agency should use FSI = 3 (Federal Funds).					
TIP	If an appropriation made in the FY 2009-10 General Appropriations Act duplicates an appropriation made in substantive legislation, the agency must create a unique deduct nonrecurring issue to eliminate the duplicated appropriation. Normally this is taken care of through line item veto.					

	Program or Service (Budget Entity Codes)			
Action	70010100	70010200	70010400	70

8. SCHEDULE I & RELATED DOCUMENTS (SC1R, SC1 - Budget Entity Level or SC1R, SC1D - Department Level)

8.1	Has a separate department level Schedule I and supporting documents package been submitted by the agency?	Department Level	N/A	
8.2	Has a Schedule I been completed in LAS/PBS for each operating trust fund?	Department Level	Y	
8.3	Have the appropriate Schedule I supporting documents been included for the trust funds (Schedule IA, Schedule IB, Schedule IC, and Reconciliation to Trial Balance)?	Department Level	Y	
8.4	Have the Examination of Regulatory Fees Part I and Part II forms been included for the applicable regulatory programs?	Department Level	N/A	
8.5	Have the required detailed narratives been provided (5% trust fund reserve narrative; method for computing the distribution of cost for general management and administrative services narrative; adjustments narrative; revenue estimating methodology narrative)?	Department Level	Y	
8.6	Has the Inter-Agency Transfers Reported on Schedule I form been included as applicable for transfers totaling \$100,000 or more for the fiscal year?	Department Level	Y	
8.7	If the agency is scheduled for the annual trust fund review this year, have the Schedule ID and applicable draft legislation been included for recreation, modification or termination of existing trust funds?	Department Level	N/A	
8.8	If the agency is scheduled for the annual trust fund review this year, have the necessary trust funds been requested for creation pursuant to <i>section 215.32(2)(b), Florida Statutes</i> - including the Schedule ID and applicable legislation?	Department Level	N/A	
8.9	Are the revenue codes correct? In the case of federal revenues, has the agency appropriately identified direct versus indirect receipts (object codes 000700, 000750, 000799, 001510 and 001599)?	Department Level	Y	
8.10	Are the statutory authority references correct?	Department Level	Y	
8.11	Are the General Revenue Service Charge percentage rates used for each revenue source correct? (Refer to Chapter 2009-78, Laws of Florida, for appropriate general revenue service charge percentage rates.)	Department Level	Y	
8.12	Is this an accurate representation of revenues based on the most recent Consensus Estimating Conference forecasts?	Department Level	Y	
8.13	If there is no Consensus Estimating Conference forecast available, do the revenue estimates appear to be reasonable?	Department Level	Y	
8.14	Are the federal funds revenues reported in Section I broken out by individual grant? Are the correct CFDA codes used?	Department Level	Y	
8.15	Are anticipated grants included and based on the state fiscal year (rather than federal fiscal year)?	Department Level	Y	
8.16	Are the Schedule I revenues consistent with the FSI's reported in the Exhibit D-3A?	Department Level	Y	
8.17	If applicable, are nonrecurring revenues entered into Column A04?	Department Level	N/A	
8.18	Has the agency certified the revenue estimates in columns A02 and A03 to be the latest and most accurate available? Does the certification include a statement that the agency will notify OPB of any significant changes in revenue estimates that occur prior to the Governor's Budget Recommendations being issued?	Department Level	Y	
8.19	Is a 5% trust fund reserve reflected in Section II? If not, is sufficient justification provided for exemption? Are the additional narrative requirements provided?	Department Level	Y	

Action		Program or Service (Budget Entity Codes)				
		70010100	70010200	70010400	70	
8.20	Are appropriate service charge nonoperating amounts included in Section II?	Department Level			Y	
8.21	Are nonoperating expenditures to other budget entities/departments cross-referenced accurately?	Department Level			Y	
8.22	Do transfers balance between funds (within the agency as well as between agencies)? (See also 8.6 for required transfer confirmation of amounts totaling \$100,000 or more.)	Department Level			Y	
8.23	Are nonoperating expenditures recorded in Section II and adjustments recorded in Section III?	Department Level			Y	
8.24	Are prior year September operating reversions appropriately shown in column A01?	Department Level			Y	
8.25	Are current year September operating reversions appropriately shown in column A02?	Department Level			Y	
8.26	Does the Schedule IC properly reflect the unreserved fund balance for each trust fund as defined by the LBR Instructions, and is it reconciled to the agency accounting records?	Department Level			Y	
8.27	Does Column A01 of the Schedule I accurately represent the actual prior year accounting data as reflected in the agency accounting records, and is it provided in sufficient detail for analysis?	Department Level			Y	
8.28	Does Line I of Column A01 (Schedule I) equal Line K of the Schedule IC?	Department Level			Y	
AUDITS:						
8.29	Is Line I a positive number? (If not, the agency must adjust the budget request to eliminate the deficit).	Department Level			Y	
8.30	Is the June 30 Adjusted Unreserved Fund Balance (Line I) equal to the July 1 Unreserved Fund Balance (Line A) of the following year? (SC1R, SC1A - Report should print "No Discrepancies Exist For This Report")	Department Level			Y	
8.31	Has a Department Level Reconciliation been provided for each trust fund and does Line A of the Schedule I equal the CFO amount? If not, the agency must correct Line A. (SC1R, DEPT)	Department Level			Y	
TIP	The Schedule I is the most reliable source of data concerning the trust funds. It is very important that this schedule is as accurate as possible!					
TIP	Determine if the agency is scheduled for trust fund review. (See page 125 of the LBR Instructions.)					
TIP	Review the unreserved fund balances and compare revenue totals to expenditure totals to determine and understand the trust fund status.					
TIP	Typically nonoperating expenditures and revenues should not be a negative number. Any negative numbers must be fully justified.					
9. SCHEDULE II (PSCR, SC2)						
AUDIT:						
9.1	Is the pay grade minimum for salary rate utilized for positions in segments 2 and 3? (BRAR, BRAA - Report should print "No Records Selected For This Request") Note: Amounts other than the pay grade minimum should be fully justified in the D-3A issue narrative. (See <i>Base Rate Audit</i> on page 157 of the LBR Instructions.)	Y	Y	Y		
10. SCHEDULE III (PSCR, SC3)						
10.1	Is the appropriate lapse amount applied in Segment 3? (See page 87 of the LBR Instructions.)	Y	Y	Y		

Action		Program or Service (Budget Entity Codes)				
		70010100	70010200	70010400	70	
10.2	Are amounts in <i>Other Salary Amount</i> appropriate and fully justified? (See page 94 of the LBR Instructions for appropriate use of the OAD transaction.) Use OADI or OADR to identify agency other salary amounts requested.	Y	Y	Y		
11. SCHEDULE IV (EADR, SC4)						
11.1	Are the correct Information Technology (IT) issue codes used?	Y	Y	Y		
TIP	If IT issues are not coded correctly (with "C" in 6th position), they will not appear in the Schedule IV.					
12. SCHEDULE VIIIA (EADR, SC8A)						
12.1	Is there only one #1 priority, one #2 priority, one #3 priority, etc. reported on the Schedule VIII-A? Are the priority narrative explanations adequate?	Department Level			Y	
13. SCHEDULE VIIIB-1 (EADR, S8B1)						
13.1	Do the reductions comply with the instructions provided on pages 98 through 101 of the LBR Instructions regarding a 5% reduction in recurring and nonrecurring General Revenue and Trust Funds?	Department Level			Y	
14. SCHEDULE VIIIB-2 (EADR, S8B2)						
14.1	Do the reductions comply with the instructions provided on pages 102 through 104 of the LBR Instructions regarding a 15% reduction in recurring General Revenue and Trust Funds?	Department Level			Y	
15. SCHEDULE XI (LAS/PBS Web - see page 108 of the LBR Instructions for detailed instructions)						
15.1	Has the Schedule XI one page summary Excel file been e-mailed to OPB at OPB.UnitCostSummary@laspbs.state.fl.us? Agencies are required to generate this spreadsheet via the LAS/PBS Web. (Note: Pursuant to <i>section 216.023(4)(b), Florida Statutes</i> , the Legislature can reduce the funding level for any agency that does not provide this information.)	Department Level			Y	
15.2	Do the PDF files uploaded to the Florida Fiscal Portal for the LRPP and LBR match the Excel file e-mailed to OPB?	Department Level			Y	
AUDITS INCLUDED IN THE SCHEDULE XI REPORT:						
15.3	Does the FY 2009-10 Actual (prior year) Expenditures in Column A36 reconcile to Column A01? (GENR, ACT1)	Y	Y	Y		
15.4	None of the executive direction, administrative support and information technology statewide activities (ACT0010 thru ACT0490) have output standards (Record Type 5)? (Audit #1 should print "No Activities Found")	Y	Y	Y		
15.5	Does the Fixed Capital Outlay (FCO) statewide activity (ACT0210) only contain 08XXXX or 14XXXX appropriation categories? (Audit #2 should print "No Operating Categories Found")	N/A	N/A	N/A		
15.6	Has the agency provided the necessary demand (Record Type 5) for all activities which <u>should</u> appear in Section II? (Note: Audit #3 will identify those activities that do NOT have a Record Type '5' and have not been identified as a 'Pass Through' activity. These activities will be displayed in Section III with the 'Payment of Pensions, Benefits and Claims' activity and 'Other' activities. Verify if these activities should be displayed in Section III. If not, an output standard would need to be added for that activity and the Schedule XI submitted again.)	Y	Y	Y		
15.7	Does Section I (Final Budget for Agency) and Section III (Total Budget for Agency) equal? (Audit #4 should print "No Discrepancies Found")	Y	Y	Y		
TIP	If Section I and Section III have a small difference, it may be due to rounding and therefore will be acceptable.					

	Program or Service (Budget Entity Codes)				
Action	70010100	70010200	70010400	70	

16. MANUALLY PREPARED EXHIBITS & SCHEDULES

16.1	Do exhibits and schedules comply with LBR Instructions (pages 110 through 154 of the LBR Instructions), and are they accurate and complete?	Y	Y	Y		
16.2	Are appropriation category totals comparable to Exhibit B, where applicable?	Y	Y	Y		
16.3	Are agency organization charts (Schedule X) provided and at the appropriate level of detail?	Department Level			Y	

AUDITS - GENERAL INFORMATION

TIP	Review <i>Section 6: Audits</i> of the LBR Instructions for a list of audits and their descriptions.	
TIP	Reorganizations may cause audit errors. Agencies must indicate that these errors are due to an agency reorganization to justify the audit error.	

17. CAPITAL IMPROVEMENTS PROGRAM (CIP)

17.1	Are the CIP-2, CIP-3, CIP-A and CIP-B forms included?	N/A	N/A	N/A		
17.2	Are the CIP-4 and CIP-5 forms submitted when applicable (see CIP Instructions)?	N/A	N/A	N/A		
17.3	Do all CIP forms comply with CIP Instructions where applicable (see CIP Instructions)?	N/A	N/A	N/A		
17.4	Does the agency request include 5 year projections (Columns A03, A06, A07, A08 and A09)?	N/A	N/A	N/A		
17.5	Are the appropriate counties identified in the narrative?	N/A	N/A	N/A		
17.6	Has the CIP-2 form (Exhibit B) been modified to include the agency priority for each project and the modified form saved as a PDF document?	N/A	N/A	N/A		
TIP	Requests for Fixed Capital Outlay appropriations which are Grants and Aids to Local Governments and Non-Profit Organizations must use the Grants and Aids to Local Governments and Non-Profit Organizations - Fixed Capital Outlay major appropriation category (140XXX) and include the sub-title "Grants and Aids". These appropriations utilize a CIP-B form as justification.					

18. FLORIDA FISCAL PORTAL

18.1	Have all files been assembled correctly and posted to the Florida Fiscal Portal as outlined in the Florida Fiscal Portal Submittal Process?	Y	Y	Y		
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Fiscal Year 2011-12 LBR Technical Review Checklist (Rev. 10-13-2010)

Department/Budget Entity (Service):
Agency Budget Officer/OPB Analyst Name:

A "Y" indicates "YES" and is acceptable, an "N/J" indicates "NO/Justification Provided" - these require further explanation/justification (additional sheets can be used as necessary), and "TIPS" are other areas to consider.

Action	Program or Service (Budget Entity Codes)				
	70031100	70031200	70031300	70031400	70031500

1. GENERAL

1.1 Are Columns A01, A02, A04, A05, A36, A90, A91, A92, A93, A94, A95, IA1, IA4, IA5, IP1, V1, IV3 and NV1 set to TRANSFER CONTROL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status for both the Budget and Trust Fund columns? Are Columns A06, A07, A08 and A09 for Fixed Capital Outlay (FCO) set to TRANSFER CONTROL for DISPLAY status only? (CSDI)	Y	Y	Y	Y	Y
1.2 Is Column A03 set to TRANSFER CONTROL for DISPLAY and UPDATE status for both the Budget and Trust Fund columns? (CSDI)	Y	Y	Y	Y	Y

AUDITS:

1.3 Has Column A03 been copied to Column A12? Run the Exhibit B Audit Comparison Report to verify. (EXBR, EXBA)	Y	Y	Y	Y	Y
1.4 Has security been set correctly? (CSDR, CSA)	Y	Y	Y	Y	Y
TIP The agency should prepare the budget request for submission in this order: 1) Lock columns as described above; 2) copy Column A03 to Column A12; and 3) set Column A12 column security to ALL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status.					

2. EXHIBIT A (EADR, EXA)

2.1 Is the budget entity authority and description consistent with the agency's LRPP and does it conform to the directives provided on page 56 of the LBR Instructions?	Y	Y	Y	Y	Y
2.2 Are the statewide issues generated systematically (estimated expenditures, nonrecurring expenditures, etc.) included?	Y	Y	Y	Y	Y
2.3 Are the issue codes and titles consistent with <i>Section 3</i> of the LBR Instructions (pages 15 through 27)? Do they clearly describe the issue?	Y	Y	Y	Y	Y
2.4 Have the coding guidelines in <i>Section 3</i> of the LBR Instructions (pages 15 through 27) been followed?	Y	Y	Y	Y	Y

3. EXHIBIT B (EXBR, EXB)

3.1 Is it apparent that there is a fund shift and were the issues entered into LAS/PBS correctly? Check D-3A funding shift issue 340XXX0 - a unique deduct and unique add back issue should be used to ensure fund shifts display correctly on the LBR exhibits.	N/A	N/A	N/A	N/A	N/A
3.2 Are the 33XXXXX0 issues negative amounts only and do not restore nonrecurring cuts from a prior year or fund any issues that net to a positive or zero amount? Check D-3A issues 33XXXXX0 - a unique issue should be used for issues that net to zero or a positive amount.	N/A	N/A	N/A	N/A	N/A

AUDITS:

3.3 Negative Appropriation Category Audit for Agency Request (Columns A03 and A04): Are all appropriation categories positive by budget entity at the FSI level? Are all nonrecurring amounts less than requested amounts? (NACR, NAC - Report should print "No Negative Appropriation Categories Found")	Y	Y	Y	Y	Y
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Action		Program or Service (Budget Entity Codes)				
		70031100	70031200	70031300	70031400	70031500
3.4	Current Year Estimated Verification Comparison Report: Is Column A02 equal to Column B07? (EXBR, EXBC - Report should print "Records Selected Net To Zero")	Y	Y	Y	Y	Y
TIP	Generally look for and be able to fully explain significant differences between A02 and A03.					
TIP	Exhibit B - A02 equal to B07: Compares Current Year Estimated column to a backup of A02. This audit is necessary to ensure that the historical detail records have not been adjusted. Records selected should net to zero.					
TIP	Requests for appropriations which require advance payment authority must use the sub-title "Grants and Aids". For advance payment authority to local units of government, the Aid to Local Government appropriation category (05XXXX) should be used. For advance payment authority to non-profit organizations or other units of state government, the Special Categories appropriation category (10XXXX) should be used.					
4. EXHIBIT D (EADR, EXD)						
4.1	Is the program component objective statement consistent with the agency LRPP, and does it conform to the directives provided on page 59 of the LBR Instructions?	Y	Y	Y	Y	Y
4.2	Is the program component code and title used correct?	Y	Y	Y	Y	Y
TIP	Fund shifts or transfers of services or activities between program components will be displayed on an Exhibit D whereas it may not be visible on an Exhibit A.					
5. EXHIBIT D-1 (ED1R, EXD1)						
5.1	Are all object of expenditures positive amounts? (This is a manual check.)	Y	Y	Y	Y	Y
AUDITS:						
5.2	Do the fund totals agree with the object category totals within each appropriation category? (ED1R, XD1A - Report should print "No Differences Found For This Report")	Y	Y	Y	Y	Y
5.3	FLAIR Expenditure/Appropriation Ledger Comparison Report: Is Column A01 less than Column B04? (EXBR, EXBB - Negative differences need to be corrected in Column A01.)	Y	Y	Y	Y	Y
5.4	A01/State Accounts Disbursements and Carry Forward Comparison Report: Does Column A01 equal Column B08? (EXBR, EXBD - Differences need to be corrected in Column A01.)	Y	Y	Y	Y	Y
TIP	If objects are negative amounts, the agency must make adjustments to Column A01 to correct the object amounts. In addition, the fund totals must be adjusted to reflect the adjustment made to the object data.					
TIP	If fund totals and object totals do not agree or negative object amounts exist, the agency must adjust Column A01.					
TIP	Exhibit B - A01 less than B04: This audit is to ensure that the disbursements and carry/certifications forward in A01 are less than FY 2009-10 approved budget. Amounts should be positive.					

Action		Program or Service (Budget Entity Codes)				
		70031100	70031200	70031300	70031400	70031500
TIP	If B08 is not equal to A01, check the following: 1) the initial FLAIR disbursements or carry forward data load was corrected appropriately in A01; 2) the disbursement data from departmental FLAIR was reconciled to State Accounts; and 3) the FLAIR disbursements did not change after Column B08 was created.					
6. EXHIBIT D-3 (ED3R, ED3) (Not required in the LBR - for analytical purposes only.)						
6.1	Are issues appropriately aligned with appropriation categories?	Y	Y	Y	Y	Y
TIP	Exhibit D-3 is no longer required in the budget submission but may be needed for this particular appropriation category/issue sort. Exhibit D-3 is also a useful report when identifying negative appropriation category problems.					
7. EXHIBIT D-3A (EADR, ED3A)						
7.1	Are the issue titles correct and do they clearly identify the issue? (See pages 15 through 31 of the LBR Instructions.)	Y	Y	Y	Y	Y
7.2	Does the issue narrative adequately explain the agency's request and is the explanation consistent with the LRPP? (See page 65 of the LBR Instructions.)	Y	Y	Y	Y	Y
7.3	Does the narrative for Information Technology (IT) issue follow the additional narrative requirements described on pages 66 through 69 of the LBR Instructions?	N/A	N/A	N/A	N/A	N/A
7.4	Are all issues with an IT component identified with a "Y" in the "IT COMPONENT?" field? If the issue contains an IT component, has that component been identified and documented?	N/A	N/A	N/A	N/A	N/A
7.5	Does the issue narrative explain any variances from the Standard Expense and Human Resource Services Assessments package? Is the nonrecurring portion in the nonrecurring column? (See pages E-4 and E-5 of the LBR Instructions.)	N/A	N/A	N/A	N/A	N/A
7.6	Does the salary rate request amount accurately reflect any new requests and are the amounts proportionate to the Salaries and Benefits request? Note: Salary rate should always be annualized.	Y	Y	Y	Y	Y
7.7	Does the issue narrative thoroughly explain/justify all Salaries and Benefits amounts entered into the Other Salary Amounts transactions (OADA/C)? Amounts entered into OAD are reflected in the Position Detail of Salaries and Benefits section of the Exhibit D-3A.	Y	Y	Y	Y	Y
7.8	Does the issue narrative include the Consensus Estimating Conference forecast, where appropriate?	Y	Y	Y	Y	Y
7.9	Does the issue narrative reference the specific county(ies) where applicable?	Y	Y	Y	Y	Y
7.10	Do the 160XXX0 issues reflect budget amendments that have been approved (or in the process of being approved) and that have a recurring impact (including Lump Sums)? Have the approved budget amendments been entered in Column A18 as instructed in Memo #11-006?	N/A	N/A	N/A	N/A	N/A
7.11	When appropriate are there any 160XXX0 issues included to delete positions placed in reserve in the OPB Position and Rate Ledger (e.g. unfunded grants)? Note: Lump sum appropriations not yet allocated should <u>not</u> be deleted. (PLRR, PLMO)	N/A	N/A	N/A	N/A	N/A
7.12	Does the issue narrative include plans to satisfy additional space requirements when requesting additional positions?	N/A	N/A	N/A	N/A	N/A

Action		Program or Service (Budget Entity Codes)				
		70031100	70031200	70031300	70031400	70031500
7.13	Has the agency included a 160XXX0 issue and 210XXXX and 260XXX0 issues as required for lump sum distributions?	N/A	N/A	N/A	N/A	N/A
7.14	Do the amounts reflect appropriate FSI assignments?	Y	Y	Y	Y	Y
7.15	Do the issues relating to <i>salary and benefits</i> have an "A" in the fifth position of the issue code (XXXXAXX) and are they self-contained (not combined with other issues)? (See page 26 and 86 of the LBR Instructions.)	Y	N/A	N/A	N/A	N/A
7.16	Do the issues relating to <i>Information Technology (IT)</i> have a "C" in the sixth position of the issue code (36XXXXC) and are the correct issue codes used (361XXC0, 362XXC0, 363XXC0, 17C01C0, 17C02C0, 17C03C0, 24010C0, 33001C0 or 55C01C0)?	N/A	N/A	N/A	N/A	N/A
7.17	Are the issues relating to <i>major audit findings and recommendations</i> properly coded (4A0XXX0, 4B0XXX0)?	N/A	N/A	N/A	N/A	N/A
AUDIT:						
7.18	Are all FSI's equal to '1', '2', '3', or '9'? There should be no FSI's equal to '0'. (EADR, FSIA - Report should print "No Records Selected For Reporting")	Y	Y	Y	Y	Y
7.19	Does the General Revenue for 160XXXX issues net to zero? (GENR, LBR1)	N/A	N/A	N/A	Y	N/A
7.20	Does the General Revenue for 180XXXX issues net to zero? (GENR, LBR2)	N/A	N/A	N/A	N/A	Y
7.21	Does the General Revenue for 200XXXX issues net to zero? (GENR, LBR3)	N/A	N/A	N/A	N/A	N/A
7.22	Have FCO appropriations been entered into the nonrecurring column A04? (GENR, LBR4 - Report should print "No Records Selected For Reporting" or a listing of D-3A issue(s) assigned to Debt Service (IOE N) or in some cases State Capital Outlay - Public Education Capital Outlay (IOE L))	N/A	N/A	N/A	N/A	N/A
TIP	Salaries and Benefits amounts entered using the OADA/C transactions must be thoroughly justified in the D-3A issue narrative. Agencies can run OADA/OADR from STAM to identify the amounts entered into OAD and ensure these entries have been thoroughly explained in the D-3A issue narrative.					
TIP	The issue narrative must completely and thoroughly explain and justify each D-3A issue. Agencies must ensure it provides the information necessary for the OPB and legislative analysts to have a complete understanding of the issue submitted. Thoroughly review pages 64 through 70 of the LBR Instructions.					
TIP	Check BAPS to verify status of budget amendments. Check for reapprovals not picked up in the General Appropriations Act. Verify that Lump Sum appropriations in Column A02 do not appear in Column A03. Review budget amendments to verify that 160XXX0 issue amounts correspond accurately and net to zero for General Revenue funds.					
TIP	If an agency is receiving federal funds from another agency the FSI should = 9 (Transfer - Recipient of Federal Funds). The agency that originally receives the funds directly from the federal agency should use FSI = 3 (Federal Funds).					

	Program or Service (Budget Entity Codes)				
Action	70031100	70031200	70031300	70031400	70031500

TIP If an appropriation made in the FY 2009-10 General Appropriations Act duplicates an appropriation made in substantive legislation, the agency must create a unique deduct nonrecurring issue to eliminate the duplicated appropriation. Normally this is taken care of through line item veto.

8. SCHEDULE I & RELATED DOCUMENTS (SC1R, SC1 - Budget Entity Level or SC1R, SC1D - Department Level)

8.1	Has a separate department level Schedule I and supporting documents package been submitted by the agency?	Submitted at the Department level
8.2	Has a Schedule I been completed in LAS/PBS for each operating trust fund?	Submitted at the Department level
8.3	Have the appropriate Schedule I supporting documents been included for the trust funds (Schedule IA, Schedule IB, Schedule IC, and Reconciliation to Trial Balance)?	Submitted at the Department level
8.4	Have the Examination of Regulatory Fees Part I and Part II forms been included for the applicable regulatory programs?	Submitted at the Department level
8.5	Have the required detailed narratives been provided (5% trust fund reserve narrative; method for computing the distribution of cost for general management and administrative services narrative; adjustments narrative; revenue estimating methodology narrative)?	Submitted at the Department level
8.6	Has the Inter-Agency Transfers Reported on Schedule I form been included as applicable for transfers totaling \$100,000 or more for the fiscal year?	Submitted at the Department level
8.7	If the agency is scheduled for the annual trust fund review this year, have the Schedule ID and applicable draft legislation been included for recreation, modification or termination of existing trust funds?	Submitted at the Department level
8.8	If the agency is scheduled for the annual trust fund review this year, have the necessary trust funds been requested for creation pursuant to <i>section 215.32(2)(b), Florida Statutes</i> - including the Schedule ID and applicable legislation?	Submitted at the Department level
8.9	Are the revenue codes correct? In the case of federal revenues, has the agency appropriately identified direct versus indirect receipts (object codes 000700, 000750, 000799, 001510 and 001599)?	Submitted at the Department level
8.10	Are the statutory authority references correct?	Submitted at the Department level
8.11	Are the General Revenue Service Charge percentage rates used for each revenue source correct? (Refer to Chapter 2009-78, Laws of Florida, for appropriate general revenue service charge percentage rates.)	Submitted at the Department level
8.12	Is this an accurate representation of revenues based on the most recent Consensus Estimating Conference forecasts?	Submitted at the Department level
8.13	If there is no Consensus Estimating Conference forecast available, do the revenue estimates appear to be reasonable?	Submitted at the Department level
8.14	Are the federal funds revenues reported in Section I broken out by individual grant? Are the correct CFDA codes used?	Submitted at the Department level
8.15	Are anticipated grants included and based on the state fiscal year (rather than federal fiscal year)?	Submitted at the Department level
8.16	Are the Schedule I revenues consistent with the FSI's reported in the Exhibit D-3A?	Submitted at the Department level
8.17	If applicable, are nonrecurring revenues entered into Column A04?	Submitted at the Department level

Action		Program or Service (Budget Entity Codes)				
		70031100	70031200	70031300	70031400	70031500
8.18	Has the agency certified the revenue estimates in columns A02 and A03 to be the latest and most accurate available? Does the certification include a statement that the agency will notify OPB of any significant changes in revenue estimates that occur prior to the Governor's Budget Recommendations being issued?	Submitted at the Department level				
8.19	Is a 5% trust fund reserve reflected in Section II? If not, is sufficient justification provided for exemption? Are the additional narrative requirements provided?	Submitted at the Department level				
8.20	Are appropriate service charge nonoperating amounts included in Section II?	Submitted at the Department level				
8.21	Are nonoperating expenditures to other budget entities/departments cross-referenced accurately?	Submitted at the Department level				
8.22	Do transfers balance between funds (within the agency as well as between agencies)? (See also 8.6 for required transfer confirmation of amounts totaling \$100,000 or more.)	Submitted at the Department level				
8.23	Are nonoperating expenditures recorded in Section II and adjustments recorded in Section III?	Submitted at the Department level				
8.24	Are prior year September operating reversions appropriately shown in column A01?	Submitted at the Department level				
8.25	Are current year September operating reversions appropriately shown in column A02?	Submitted at the Department level				
8.26	Does the Schedule IC properly reflect the unreserved fund balance for each trust fund as defined by the LBR Instructions, and is it reconciled to the agency accounting records?	Submitted at the Department level				
8.27	Does Column A01 of the Schedule I accurately represent the actual prior year accounting data as reflected in the agency accounting records, and is it provided in sufficient detail for analysis?	Submitted at the Department level				
8.28	Does Line I of Column A01 (Schedule I) equal Line K of the Schedule IC?	Submitted at the Department level				
AUDITS:						
8.29	Is Line I a positive number? (If not, the agency must adjust the budget request to eliminate the deficit).	Submitted at the Department level				
8.30	Is the June 30 Adjusted Unreserved Fund Balance (Line I) equal to the July 1 Unreserved Fund Balance (Line A) of the following year? (SC1R, SC1A - Report should print "No Discrepancies Exist For This Report")	Submitted at the Department level				
8.31	Has a Department Level Reconciliation been provided for each trust fund and does Line A of the Schedule I equal the CFO amount? If not, the agency must correct Line A. (SC1R, DEPT)	Submitted at the Department level				
TIP	The Schedule I is the most reliable source of data concerning the trust funds. It is very important that this schedule is as accurate as possible!					
TIP	Determine if the agency is scheduled for trust fund review. (See page 125 of the LBR Instructions.)					
TIP	Review the unreserved fund balances and compare revenue totals to expenditure totals to determine and understand the trust fund status.					
TIP	Typically nonoperating expenditures and revenues should not be a negative number. Any negative numbers must be fully justified.					
9. SCHEDULE II (PSCR, SC2)						

		Program or Service (Budget Entity Codes)				
Action		70031100	70031200	70031300	70031400	70031500
AUDIT:						
9.1	Is the pay grade minimum for salary rate utilized for positions in segments 2 and 3? (BRAR, BRAA - Report should print "No Records Selected For This Request") Note: Amounts other than the pay grade minimum should be fully justified in the D-3A issue narrative. (See <i>Base Rate Audit</i> on page 157 of the LBR Instructions.)	Y	Y	Y	Y	Y
10. SCHEDULE III (PSCR, SC3)						
10.1	Is the appropriate lapse amount applied in Segment 3? (See page 87 of the LBR Instructions.)	Y	Y	Y	Y	Y
10.2	Are amounts in <i>Other Salary Amount</i> appropriate and fully justified? (See page 94 of the LBR Instructions for appropriate use of the OAD transaction.) Use OADI or OADR to identify agency other salary amounts requested.	Y	Y	Y	Y	Y
11. SCHEDULE IV (EADR, SC4)						
11.1	Are the correct Information Technology (IT) issue codes used?	N/A	N/A	N/A	N/A	N/A
TIP	If IT issues are not coded correctly (with "C" in 6th position), they will not appear in the Schedule IV.					
12. SCHEDULE VIIIA (EADR, SC8A)						
12.1	Is there only one #1 priority, one #2 priority, one #3 priority, etc. reported on the Schedule VIII-A? Are the priority narrative explanations adequate?	Y	Y	Y	Y	Y
13. SCHEDULE VIIIB-1 (EADR, S8B1)						
13.1	Do the reductions comply with the instructions provided on pages 98 through 101 of the LBR Instructions regarding a 5% reduction in recurring and nonrecurring General Revenue and Trust Funds?	Y	Y	Y	Y	Y
14. SCHEDULE VIIIB-2 (EADR, S8B2)						
14.1	Do the reductions comply with the instructions provided on pages 102 through 104 of the LBR Instructions regarding a 15% reduction in recurring General Revenue and Trust Funds?	Y	Y	Y	Y	Y
15. SCHEDULE XI (LAS/PBS Web - see page 108 of the LBR Instructions for detailed instructions)						
15.1	Has the Schedule XI one page summary Excel file been e-mailed to OPB at OPB.UnitCostSummary@laspbs.state.fl.us? Agencies are required to generate this spreadsheet via the LAS/PBS Web. (Note: Pursuant to <i>section 216.023(4)(b), Florida Statutes</i> , the Legislature can reduce the funding level for any agency that does not provide this information.)	Y	Y	Y	Y	Y
15.2	Do the PDF files uploaded to the Florida Fiscal Portal for the LRPP and LBR match the Excel file e-mailed to OPB?	Y	Y	Y	Y	Y
AUDITS INCLUDED IN THE SCHEDULE XI REPORT:						
15.3	Does the FY 2009-10 Actual (prior year) Expenditures in Column A36 reconcile to Column A01? (GENR, ACT1)	Y	Y	Y	Y	Y
15.4	None of the executive direction, administrative support and information technology statewide activities (ACT0010 thru ACT0490) have output standards (Record Type 5)? (Audit #1 should print "No Activities Found")	Y	Y	Y	Y	Y
15.5	Does the Fixed Capital Outlay (FCO) statewide activity (ACT0210) only contain 08XXXX or 14XXXX appropriation categories? (Audit #2 should print "No Operating Categories Found")	N/A	N/A	N/A	N/A	N/A

Action		Program or Service (Budget Entity Codes)				
		70031100	70031200	70031300	70031400	70031500
15.6	Has the agency provided the necessary demand (Record Type 5) for all activities which <u>should</u> appear in Section II? (Note: Audit #3 will identify those activities that do NOT have a Record Type '5' and have not been identified as a 'Pass Through' activity. These activities will be displayed in Section III with the 'Payment of Pensions, Benefits and Claims' activity and 'Other' activities. Verify if these activities should be displayed in Section III. If not, an output standard would need to be added for that activity and the Schedule XI submitted again.)	Y	Y	Y	Y	Y
15.7	Does Section I (Final Budget for Agency) and Section III (Total Budget for Agency) equal? (Audit #4 should print "No Discrepancies Found")	Y	Y	Y	Y	Y
TIP	If Section I and Section III have a small difference, it may be due to rounding and therefore will be acceptable.					
16. MANUALLY PREPARED EXHIBITS & SCHEDULES						
16.1	Do exhibits and schedules comply with LBR Instructions (pages 110 through 154 of the LBR Instructions), and are they accurate and complete?	Y	Y	Y	Y	Y
16.2	Are appropriation category totals comparable to Exhibit B, where applicable?	Y	Y	Y	Y	Y
16.3	Are agency organization charts (Schedule X) provided and at the appropriate level of detail?	Submitted at the Department level				
AUDITS - GENERAL INFORMATION						
TIP	Review <i>Section 6: Audits</i> of the LBR Instructions for a list of audits and their descriptions.					
TIP	Reorganizations may cause audit errors. Agencies must indicate that these errors are due to an agency reorganization to justify the audit error.					
17. CAPITAL IMPROVEMENTS PROGRAM (CIP)						
17.1	Are the CIP-2, CIP-3, CIP-A and CIP-B forms included?	N/A	N/A	N/A	N/A	N/A
17.2	Are the CIP-4 and CIP-5 forms submitted when applicable (see CIP Instructions)?	N/A	N/A	N/A	N/A	N/A
17.3	Do all CIP forms comply with CIP Instructions where applicable (see CIP Instructions)?	N/A	N/A	N/A	N/A	N/A
17.4	Does the agency request include 5 year projections (Columns A03, A06, A07, A08 and A09)?	N/A	N/A	N/A	N/A	N/A
17.5	Are the appropriate counties identified in the narrative?	N/A	N/A	N/A	N/A	N/A
17.6	Has the CIP-2 form (Exhibit B) been modified to include the agency priority for each project and the modified form saved as a PDF document?	N/A	N/A	N/A	N/A	N/A
TIP	Requests for Fixed Capital Outlay appropriations which are Grants and Aids to Local Governments and Non-Profit Organizations must use the Grants and Aids to Local Governments and Non-Profit Organizations - Fixed Capital Outlay major appropriation category (140XXX) and include the sub-title "Grants and Aids". These appropriations utilize a CIP-B form as justification.					
18. FLORIDA FISCAL PORTAL						
18.1	Have all files been assembled correctly and posted to the Florida Fiscal Portal as outlined in the Florida Fiscal Portal Submittal Process?	Y	Y	Y	Y	Y

Fiscal Year 2011-12 LBR Technical Review Checklist

Department/Budget Entity (Service):
Agency Budget Officer/OPB Analyst Name:

A "Y" indicates "YES" and is acceptable, an "N/J" indicates "NO/Justification Provided" - these require further explanation/justification (additional sheets can be used as necessary), and "TIPS" are other areas to consider.

	Program or Service (Budget Entity Codes)				
Action	70031600	70031700	70031800	70031900	70032000

1. GENERAL

1.1 Are Columns A01, A02, A04, A05, A36, A90, A91, A92, A93, A94, A95, IA1, IA4, IA5, IP1, V1, IV3 and NV1 set to TRANSFER CONTROL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status for both the Budget and Trust Fund columns? Are Columns A06, A07, A08 and A09 for Fixed Capital Outlay (FCO) set to TRANSFER CONTROL for DISPLAY status only? (CSDI)	Y	Y	Y	Y	Y
1.2 Is Column A03 set to TRANSFER CONTROL for DISPLAY and UPDATE status for both the Budget and Trust Fund columns? (CSDI)	Y	Y	Y	Y	Y

AUDITS:

1.3 Has Column A03 been copied to Column A12? Run the Exhibit B Audit Comparison Report to verify. (EXBR, EXBA)	Y	Y	Y	Y	Y
1.4 Has security been set correctly? (CSDR, CSA)	Y	Y	Y	Y	Y
TIP The agency should prepare the budget request for submission in this order: 1) Lock columns as described above; 2) copy Column A03 to Column A12; and 3) set Column A12 column security to ALL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status.					

2. EXHIBIT A (EADR, EXA)

2.1 Is the budget entity authority and description consistent with the agency's LRPP and does it conform to the directives provided on page 56 of the LBR Instructions?	Y	Y	Y	Y	Y
2.2 Are the statewide issues generated systematically (estimated expenditures, nonrecurring expenditures, etc.) included?	Y	Y	Y	Y	Y
2.3 Are the issue codes and titles consistent with <i>Section 3</i> of the LBR Instructions (pages 15 through 27)? Do they clearly describe the issue?	Y	Y	Y	Y	Y
2.4 Have the coding guidelines in <i>Section 3</i> of the LBR Instructions (pages 15 through 27) been followed?	Y	Y	Y	Y	Y

3. EXHIBIT B (EXBR, EXB)

3.1 Is it apparent that there is a fund shift and were the issues entered into LAS/PBS correctly? Check D-3A funding shift issue 340XXX0 - a unique deduct and unique add back issue should be used to ensure fund shifts display correctly on the LBR exhibits.	N/A	N/A	N/A	N/A	N/A
3.2 Are the 33XXXXX0 issues negative amounts only and do not restore nonrecurring cuts from a prior year or fund any issues that net to a positive or zero amount? Check D-3A issues 33XXXXX0 - a unique issue should be used for issues that net to zero or a positive amount.	N/A	N/A	N/A	N/A	N/A

AUDITS:

3.3 Negative Appropriation Category Audit for Agency Request (Columns A03 and A04): Are all appropriation categories positive by budget entity at the FSI level? Are all nonrecurring amounts less than requested amounts? (NACR, NAC - Report should print "No Negative Appropriation Categories Found")	Y	Y	Y	Y	Y
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Action		Program or Service (Budget Entity Codes)				
		70031600	70031700	70031800	70031900	70032000
3.4	Current Year Estimated Verification Comparison Report: Is Column A02 equal to Column B07? (EXBR, EXBC - Report should print "Records Selected Net To Zero")	Y	Y	Y	Y	Y
TIP	Generally look for and be able to fully explain significant differences between A02 and A03.					
TIP	Exhibit B - A02 equal to B07: Compares Current Year Estimated column to a backup of A02. This audit is necessary to ensure that the historical detail records have not been adjusted. Records selected should net to zero.					
TIP	Requests for appropriations which require advance payment authority must use the sub-title "Grants and Aids". For advance payment authority to local units of government, the Aid to Local Government appropriation category (05XXXX) should be used. For advance payment authority to non-profit organizations or other units of state government, the Special Categories appropriation category (10XXXX) should be used.					
4. EXHIBIT D (EADR, EXD)						
4.1	Is the program component objective statement consistent with the agency LRPP, and does it conform to the directives provided on page 59 of the LBR Instructions?	Y	Y	Y	Y	Y
4.2	Is the program component code and title used correct?	Y	Y	Y	Y	Y
TIP	Fund shifts or transfers of services or activities between program components will be displayed on an Exhibit D whereas it may not be visible on an Exhibit A.					
5. EXHIBIT D-1 (ED1R, EXD1)						
5.1	Are all object of expenditures positive amounts? (This is a manual check.)	Y	Y	Y	Y	Y
AUDITS:						
5.2	Do the fund totals agree with the object category totals within each appropriation category? (ED1R, XD1A - Report should print "No Differences Found For This Report")	Y	Y	Y	Y	Y
5.3	FLAIR Expenditure/Appropriation Ledger Comparison Report: Is Column A01 less than Column B04? (EXBR, EXBB - Negative differences need to be corrected in Column A01.)	Y	Y	Y	Y	Y
5.4	A01/State Accounts Disbursements and Carry Forward Comparison Report: Does Column A01 equal Column B08? (EXBR, EXBD - Differences need to be corrected in Column A01.)	Y	Y	Y	Y	Y
TIP	If objects are negative amounts, the agency must make adjustments to Column A01 to correct the object amounts. In addition, the fund totals must be adjusted to reflect the adjustment made to the object data.					
TIP	If fund totals and object totals do not agree or negative object amounts exist, the agency must adjust Column A01.					
TIP	Exhibit B - A01 less than B04: This audit is to ensure that the disbursements and carry/certifications forward in A01 are less than FY 2009-10 approved budget. Amounts should be positive.					

Action		Program or Service (Budget Entity Codes)				
		70031600	70031700	70031800	70031900	70032000
TIP	If B08 is not equal to A01, check the following: 1) the initial FLAIR disbursements or carry forward data load was corrected appropriately in A01; 2) the disbursement data from departmental FLAIR was reconciled to State Accounts; and 3) the FLAIR disbursements did not change after Column B08 was created.					
6. EXHIBIT D-3 (ED3R, ED3) (Not required in the LBR - for analytical purposes only.)						
6.1	Are issues appropriately aligned with appropriation categories?	Y	Y	Y	Y	Y
TIP	Exhibit D-3 is no longer required in the budget submission but may be needed for this particular appropriation category/issue sort. Exhibit D-3 is also a useful report when identifying negative appropriation category problems.					
7. EXHIBIT D-3A (EADR, ED3A)						
7.1	Are the issue titles correct and do they clearly identify the issue? (See pages 15 through 31 of the LBR Instructions.)	Y	Y	Y	Y	Y
7.2	Does the issue narrative adequately explain the agency's request and is the explanation consistent with the LRPP? (See page 65 of the LBR Instructions.)	Y	Y	Y	Y	Y
7.3	Does the narrative for Information Technology (IT) issue follow the additional narrative requirements described on pages 66 through 69 of the LBR Instructions?	N/A	N/A	N/A	N/A	N/A
7.4	Are all issues with an IT component identified with a "Y" in the "IT COMPONENT?" field? If the issue contains an IT component, has that component been identified and documented?	N/A	N/A	N/A	N/A	N/A
7.5	Does the issue narrative explain any variances from the Standard Expense and Human Resource Services Assessments package? Is the nonrecurring portion in the nonrecurring column? (See pages E-4 and E-5 of the LBR Instructions.)	N/A	N/A	N/A	N/A	N/A
7.6	Does the salary rate request amount accurately reflect any new requests and are the amounts proportionate to the Salaries and Benefits request? Note: Salary rate should always be annualized.	Y	Y	Y	Y	Y
7.7	Does the issue narrative thoroughly explain/justify all Salaries and Benefits amounts entered into the Other Salary Amounts transactions (OADA/C)? Amounts entered into OAD are reflected in the Position Detail of Salaries and Benefits section of the Exhibit D-3A.	Y	Y	Y	Y	Y
7.8	Does the issue narrative include the Consensus Estimating Conference forecast, where appropriate?	Y	Y	Y	Y	Y
7.9	Does the issue narrative reference the specific county(ies) where applicable?	Y	Y	Y	Y	Y
7.10	Do the 160XXX0 issues reflect budget amendments that have been approved (or in the process of being approved) and that have a recurring impact (including Lump Sums)? Have the approved budget amendments been entered in Column A18 as instructed in Memo #11-006?	N/A	N/A	N/A	N/A	N/A
7.11	When appropriate are there any 160XXX0 issues included to delete positions placed in reserve in the OPB Position and Rate Ledger (e.g. unfunded grants)? Note: Lump sum appropriations not yet allocated should <u>not</u> be deleted. (PLRR, PLMO)	N/A	N/A	N/A	N/A	N/A
7.12	Does the issue narrative include plans to satisfy additional space requirements when requesting additional positions?	N/A	N/A	N/A	N/A	N/A

Action		Program or Service (Budget Entity Codes)				
		70031600	70031700	70031800	70031900	70032000
7.13	Has the agency included a 160XXX0 issue and 210XXXX and 260XXX0 issues as required for lump sum distributions?	N/A	N/A	N/A	N/A	N/A
7.14	Do the amounts reflect appropriate FSI assignments?	Y	Y	Y	Y	Y
7.15	Do the issues relating to <i>salary and benefits</i> have an "A" in the fifth position of the issue code (XXXXAXX) and are they self-contained (not combined with other issues)? (See page 26 and 86 of the LBR Instructions.)	Y	N/A	N/A	N/A	N/A
7.16	Do the issues relating to <i>Information Technology (IT)</i> have a "C" in the sixth position of the issue code (36XXXXC) and are the correct issue codes used (361XXC0, 362XXC0, 363XXC0, 17C01C0, 17C02C0, 17C03C0, 24010C0, 33001C0 or 55C01C0)?	N/A	N/A	N/A	N/A	N/A
7.17	Are the issues relating to <i>major audit findings and recommendations</i> properly coded (4A0XXX0, 4B0XXX0)?	N/A	N/A	N/A	N/A	N/A
AUDIT:						
7.18	Are all FSI's equal to '1', '2', '3', or '9'? There should be no FSI's equal to '0'. (EADR, FSIA - Report should print "No Records Selected For Reporting")	Y	Y	Y	Y	Y
7.19	Does the General Revenue for 160XXXX issues net to zero? (GENR, LBR1)	N/A	N/A	N/A	N/A	N/A
7.20	Does the General Revenue for 180XXXX issues net to zero? (GENR, LBR2)	N/A	N/A	N/A	N/A	N/A
7.21	Does the General Revenue for 200XXXX issues net to zero? (GENR, LBR3)	N/A	N/A	N/A	N/A	N/A
7.22	Have FCO appropriations been entered into the nonrecurring column A04? (GENR, LBR4 - Report should print "No Records Selected For Reporting" or a listing of D-3A issue(s) assigned to Debt Service (IOE N) or in some cases State Capital Outlay - Public Education Capital Outlay (IOE L))	N/A	N/A	N/A	N/A	Y
TIP	Salaries and Benefits amounts entered using the OADA/C transactions must be thoroughly justified in the D-3A issue narrative. Agencies can run OADA/OADR from STAM to identify the amounts entered into OAD and ensure these entries have been thoroughly explained in the D-3A issue narrative.					
TIP	The issue narrative must completely and thoroughly explain and justify each D-3A issue. Agencies must ensure it provides the information necessary for the OPB and legislative analysts to have a complete understanding of the issue submitted. Thoroughly review pages 64 through 70 of the LBR Instructions.					
TIP	Check BAPS to verify status of budget amendments. Check for reapprovals not picked up in the General Appropriations Act. Verify that Lump Sum appropriations in Column A02 do not appear in Column A03. Review budget amendments to verify that 160XXX0 issue amounts correspond accurately and net to zero for General Revenue funds.					
TIP	If an agency is receiving federal funds from another agency the FSI should = 9 (Transfer - Recipient of Federal Funds). The agency that originally receives the funds directly from the federal agency should use FSI = 3 (Federal Funds).					

	Program or Service (Budget Entity Codes)				
Action	70031600	70031700	70031800	70031900	70032000

TIP If an appropriation made in the FY 2009-10 General Appropriations Act duplicates an appropriation made in substantive legislation, the agency must create a unique deduct nonrecurring issue to eliminate the duplicated appropriation. Normally this is taken care of through line item veto.	
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8. SCHEDULE I & RELATED DOCUMENTS (SC1R, SC1 - Budget Entity Level or SC1R, SC1D - Department Level)

8.1	Has a separate department level Schedule I and supporting documents package been submitted by the agency?	Submitted at the Department level
8.2	Has a Schedule I been completed in LAS/PBS for each operating trust fund?	Submitted at the Department level
8.3	Have the appropriate Schedule I supporting documents been included for the trust funds (Schedule IA, Schedule IB, Schedule IC, and Reconciliation to Trial Balance)?	Submitted at the Department level
8.4	Have the Examination of Regulatory Fees Part I and Part II forms been included for the applicable regulatory programs?	Submitted at the Department level
8.5	Have the required detailed narratives been provided (5% trust fund reserve narrative; method for computing the distribution of cost for general management and administrative services narrative; adjustments narrative; revenue estimating methodology narrative)?	Submitted at the Department level
8.6	Has the Inter-Agency Transfers Reported on Schedule I form been included as applicable for transfers totaling \$100,000 or more for the fiscal year?	Submitted at the Department level
8.7	If the agency is scheduled for the annual trust fund review this year, have the Schedule ID and applicable draft legislation been included for recreation, modification or termination of existing trust funds?	Submitted at the Department level
8.8	If the agency is scheduled for the annual trust fund review this year, have the necessary trust funds been requested for creation pursuant to <i>section 215.32(2)(b), Florida Statutes</i> - including the Schedule ID and applicable legislation?	Submitted at the Department level
8.9	Are the revenue codes correct? In the case of federal revenues, has the agency appropriately identified direct versus indirect receipts (object codes 000700, 000750, 000799, 001510 and 001599)?	Submitted at the Department level
8.10	Are the statutory authority references correct?	Submitted at the Department level
8.11	Are the General Revenue Service Charge percentage rates used for each revenue source correct? (Refer to Chapter 2009-78, Laws of Florida, for appropriate general revenue service charge percentage rates.)	Submitted at the Department level
8.12	Is this an accurate representation of revenues based on the most recent Consensus Estimating Conference forecasts?	Submitted at the Department level
8.13	If there is no Consensus Estimating Conference forecast available, do the revenue estimates appear to be reasonable?	Submitted at the Department level
8.14	Are the federal funds revenues reported in Section I broken out by individual grant? Are the correct CFDA codes used?	Submitted at the Department level
8.15	Are anticipated grants included and based on the state fiscal year (rather than federal fiscal year)?	Submitted at the Department level
8.16	Are the Schedule I revenues consistent with the FSI's reported in the Exhibit D-3A?	Submitted at the Department level
8.17	If applicable, are nonrecurring revenues entered into Column A04?	Submitted at the Department level

Action		Program or Service (Budget Entity Codes)				
		70031600	70031700	70031800	70031900	70032000
8.18	Has the agency certified the revenue estimates in columns A02 and A03 to be the latest and most accurate available? Does the certification include a statement that the agency will notify OPB of any significant changes in revenue estimates that occur prior to the Governor's Budget Recommendations being issued?	Submitted at the Department level				
8.19	Is a 5% trust fund reserve reflected in Section II? If not, is sufficient justification provided for exemption? Are the additional narrative requirements provided?	Submitted at the Department level				
8.20	Are appropriate service charge nonoperating amounts included in Section II?	Submitted at the Department level				
8.21	Are nonoperating expenditures to other budget entities/departments cross-referenced accurately?	Submitted at the Department level				
8.22	Do transfers balance between funds (within the agency as well as between agencies)? (See also 8.6 for required transfer confirmation of amounts totaling \$100,000 or more.)	Submitted at the Department level				
8.23	Are nonoperating expenditures recorded in Section II and adjustments recorded in Section III?	Submitted at the Department level				
8.24	Are prior year September operating reversions appropriately shown in column A01?	Submitted at the Department level				
8.25	Are current year September operating reversions appropriately shown in column A02?	Submitted at the Department level				
8.26	Does the Schedule IC properly reflect the unreserved fund balance for each trust fund as defined by the LBR Instructions, and is it reconciled to the agency accounting records?	Submitted at the Department level				
8.27	Does Column A01 of the Schedule I accurately represent the actual prior year accounting data as reflected in the agency accounting records, and is it provided in sufficient detail for analysis?	Submitted at the Department level				
8.28	Does Line I of Column A01 (Schedule I) equal Line K of the Schedule IC?	Submitted at the Department level				
AUDITS:						
8.29	Is Line I a positive number? (If not, the agency must adjust the budget request to eliminate the deficit).	Submitted at the Department level				
8.30	Is the June 30 Adjusted Unreserved Fund Balance (Line I) equal to the July 1 Unreserved Fund Balance (Line A) of the following year? (SC1R, SC1A - Report should print "No Discrepancies Exist For This Report")	Submitted at the Department level				
8.31	Has a Department Level Reconciliation been provided for each trust fund and does Line A of the Schedule I equal the CFO amount? If not, the agency must correct Line A. (SC1R, DEPT)	Submitted at the Department level				
TIP	The Schedule I is the most reliable source of data concerning the trust funds. It is very important that this schedule is as accurate as possible!					
TIP	Determine if the agency is scheduled for trust fund review. (See page 125 of the LBR Instructions.)					
TIP	Review the unreserved fund balances and compare revenue totals to expenditure totals to determine and understand the trust fund status.					
TIP	Typically nonoperating expenditures and revenues should not be a negative number. Any negative numbers must be fully justified.					
9. SCHEDULE II (PSCR, SC2)						

Action		Program or Service (Budget Entity Codes)				
		70031600	70031700	70031800	70031900	70032000
AUDIT:						
9.1	Is the pay grade minimum for salary rate utilized for positions in segments 2 and 3? (BRAR, BRAA - Report should print "No Records Selected For This Request") Note: Amounts other than the pay grade minimum should be fully justified in the D-3A issue narrative. (See <i>Base Rate Audit</i> on page 157 of the LBR Instructions.)	Y	Y	Y	Y	Y
10. SCHEDULE III (PSCR, SC3)						
10.1	Is the appropriate lapse amount applied in Segment 3? (See page 87 of the LBR Instructions.)	Y	Y	Y	Y	Y
10.2	Are amounts in <i>Other Salary Amount</i> appropriate and fully justified? (See page 94 of the LBR Instructions for appropriate use of the OAD transaction.) Use OADI or OADR to identify agency other salary amounts requested.	Y	Y	Y	Y	Y
11. SCHEDULE IV (EADR, SC4)						
11.1	Are the correct Information Technology (IT) issue codes used?	N/A	N/A	N/A	N/A	N/A
TIP	If IT issues are not coded correctly (with "C" in 6th position), they will not appear in the Schedule IV.					
12. SCHEDULE VIIIA (EADR, SC8A)						
12.1	Is there only one #1 priority, one #2 priority, one #3 priority, etc. reported on the Schedule VIII-A? Are the priority narrative explanations adequate?	Y	Y	Y	Y	Y
13. SCHEDULE VIIIB-1 (EADR, S8B1)						
13.1	Do the reductions comply with the instructions provided on pages 98 through 101 of the LBR Instructions regarding a 5% reduction in recurring and nonrecurring General Revenue and Trust Funds?	Y	Y	Y	Y	Y
14. SCHEDULE VIIIB-2 (EADR, S8B2)						
14.1	Do the reductions comply with the instructions provided on pages 102 through 104 of the LBR Instructions regarding a 15% reduction in recurring General Revenue and Trust Funds?	Y	Y	Y	Y	Y
15. SCHEDULE XI (LAS/PBS Web - see page 108 of the LBR Instructions for detailed instructions)						
15.1	Has the Schedule XI one page summary Excel file been e-mailed to OPB at OPB.UnitCostSummary@laspbs.state.fl.us? Agencies are required to generate this spreadsheet via the LAS/PBS Web. (Note: Pursuant to <i>section 216.023(4)(b), Florida Statutes</i> , the Legislature can reduce the funding level for any agency that does not provide this information.)	Y	Y	Y	Y	Y
15.2	Do the PDF files uploaded to the Florida Fiscal Portal for the LRPP and LBR match the Excel file e-mailed to OPB?	Y	Y	Y	Y	Y
AUDITS INCLUDED IN THE SCHEDULE XI REPORT:						
15.3	Does the FY 2009-10 Actual (prior year) Expenditures in Column A36 reconcile to Column A01? (GENR, ACT1)	Y	Y	Y	Y	Y
15.4	None of the executive direction, administrative support and information technology statewide activities (ACT0010 thru ACT0490) have output standards (Record Type 5)? (Audit #1 should print "No Activities Found")	Y	Y	Y	Y	Y
15.5	Does the Fixed Capital Outlay (FCO) statewide activity (ACT0210) only contain 08XXXX or 14XXXX appropriation categories? (Audit #2 should print "No Operating Categories Found")	N/A	N/A	N/A	N/A	N/A

Action		Program or Service (Budget Entity Codes)				
		70031600	70031700	70031800	70031900	70032000
15.6	Has the agency provided the necessary demand (Record Type 5) for all activities which <u>should</u> appear in Section II? (Note: Audit #3 will identify those activities that do NOT have a Record Type '5' and have not been identified as a 'Pass Through' activity. These activities will be displayed in Section III with the 'Payment of Pensions, Benefits and Claims' activity and 'Other' activities. Verify if these activities should be displayed in Section III. If not, an output standard would need to be added for that activity and the Schedule XI submitted again.)	Y	Y	Y	Y	Y
15.7	Does Section I (Final Budget for Agency) and Section III (Total Budget for Agency) equal? (Audit #4 should print "No Discrepancies Found")	Y	Y	Y	Y	Y
TIP	If Section I and Section III have a small difference, it may be due to rounding and therefore will be acceptable.					
16. MANUALLY PREPARED EXHIBITS & SCHEDULES						
16.1	Do exhibits and schedules comply with LBR Instructions (pages 110 through 154 of the LBR Instructions), and are they accurate and complete?	Y	Y	Y	Y	Y
16.2	Are appropriation category totals comparable to Exhibit B, where applicable?	Y	Y	Y	Y	Y
16.3	Are agency organization charts (Schedule X) provided and at the appropriate level of detail?	Submitted at the Department level				
AUDITS - GENERAL INFORMATION						
TIP	Review <i>Section 6: Audits</i> of the LBR Instructions for a list of audits and their descriptions.					
TIP	Reorganizations may cause audit errors. Agencies must indicate that these errors are due to an agency reorganization to justify the audit error.					
17. CAPITAL IMPROVEMENTS PROGRAM (CIP)						
17.1	Are the CIP-2, CIP-3, CIP-A and CIP-B forms included?	N/A	N/A	N/A	N/A	Y
17.2	Are the CIP-4 and CIP-5 forms submitted when applicable (see CIP Instructions)?	N/A	N/A	N/A	N/A	Y
17.3	Do all CIP forms comply with CIP Instructions where applicable (see CIP Instructions)?	N/A	N/A	N/A	N/A	Y
17.4	Does the agency request include 5 year projections (Columns A03, A06, A07, A08 and A09)?	N/A	N/A	N/A	N/A	Y
17.5	Are the appropriate counties identified in the narrative?	N/A	N/A	N/A	N/A	Y
17.6	Has the CIP-2 form (Exhibit B) been modified to include the agency priority for each project and the modified form saved as a PDF document?	N/A	N/A	N/A	N/A	Y
TIP	Requests for Fixed Capital Outlay appropriations which are Grants and Aids to Local Governments and Non-Profit Organizations must use the Grants and Aids to Local Governments and Non-Profit Organizations - Fixed Capital Outlay major appropriation category (140XXX) and include the sub-title "Grants and Aids". These appropriations utilize a CIP-B form as justification.					
18. FLORIDA FISCAL PORTAL						
18.1	Have all files been assembled correctly and posted to the Florida Fiscal Portal as outlined in the Florida Fiscal Portal Submittal Process?	Y	Y	Y	Y	Y

Fiscal Year 2011-12 LBR Technical Review Checklist

Department/Budget Entity (Service): **Corrections/Community Corrections**

Agency Budget Officer/OPB Analyst Name: **Mark Tallent/Beth Hamilton**

A "Y" indicates "YES" and is acceptable, an "N/J" indicates "NO/Justification Provided" - these require further explanation/justification (additional sheets can be used as necessary), and "TIPS" are other areas to consider.

Action	Program or Service (Budget Entity Codes)				
	70051000	70051100	70051200	70052000	70053000

1. GENERAL

1.1 Are Columns A01, A02, A04, A05, A36, A90, A91, A92, A93, A94, A95, IA1, IA4, IA5, IP1,V1, IV3 and NV1 set to TRANSFER CONTROL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status for both the Budget and Trust Fund columns? Are Columns A06, A07, A08 and A09 for Fixed Capital Outlay (FCO) set to TRANSFER CONTROL for DISPLAY status only?	Y	Y	Y	Y	Y
1.2 Is Column A03 set to TRANSFER CONTROL for DISPLAY and UPDATE status for both the Budget and Trust Fund columns? (CSDI)	Y	Y	Y	Y	Y

AUDITS:

1.3 Has Column A03 been copied to Column A12? Run the Exhibit B Audit Comparison Report to verify. (EXBR, EXBA)	Y	Y	Y	Y	Y
1.4 Has security been set correctly? (CSDR, CSA)	Y	Y	Y	Y	Y
TIP The agency should prepare the budget request for submission in this order: 1) Lock columns as described above; 2) copy Column A03 to Column A12; and 3) set Column A12 column security to ALL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status.					

2. EXHIBIT A (EADR, EXA)

2.1 Is the budget entity authority and description consistent with the agency's LRPP and does it conform to the directives provided on page 56 of the LBR Instructions?	Y	Y	Y	Y	Y
2.2 Are the statewide issues generated systematically (estimated expenditures, nonrecurring expenditures, etc.) included?	Y	Y	Y	Y	Y
2.3 Are the issue codes and titles consistent with Section 3 of the LBR Instructions (pages 15 through 27)? Do they clearly describe the issue?	Y	Y	Y	Y	Y
2.4 Have the coding guidelines in Section 3 of the LBR Instructions (pages 15 through 27) been followed?	Y	Y	Y	Y	Y

3. EXHIBIT B (EXBR, EXB)

3.1 Is it apparent that there is a fund shift and were the issues entered into LAS/PBS correctly? Check D-3A funding shift issue 340XXX0 - a unique deduct and unique add back issue should be used to ensure fund shifts display correctly on the LBR exhibits.	N/A	N/A	N/A	N/A	N/A
3.2 Are the 33XXXX0 issues negative amounts only and do not restore nonrecurring cuts from a prior year or fund any issues that net to a positive or zero amount? Check D-3A issues 33XXXX0 - a unique issue should be used for issues that net to zero or a positive amount.	N/A	N/A	N/A	N/A	N/A

AUDITS:

3.3 Negative Appropriation Category Audit for Agency Request (Columns A03 and A04): Are all appropriation categories positive by budget entity at the FSI level? Are all nonrecurring amounts less than requested amounts? (NACR, NAC - Report should print "No Negative Appropriation Categories Found")	Y	Y	Y	Y	Y
3.4 Current Year Estimated Verification Comparison Report: Is Column A02 equal to Column B07? (EXBR, EXBC - Report should print "Records Selected Net To Zero")	Y	Y	Y	Y	Y

Action		Program or Service (Budget Entity Codes)				
		70051000	70051100	70051200	70052000	70053000
TIP	Generally look for and be able to fully explain significant differences between A02 and A03.					
TIP	Exhibit B - A02 equal to B07: Compares Current Year Estimated column to a backup of A02. This audit is necessary to ensure that the historical detail records have not been adjusted. Records selected should net to zero.					
TIP	Requests for appropriations which require advance payment authority must use the sub-title "Grants and Aids". For advance payment authority to local units of government, the Aid to Local Government appropriation category (05XXXX) should be used. For advance payment authority to non-profit organizations or other units of state government, the Special Categories appropriation category (10XXXX) should be used.					
4. EXHIBIT D (EADR, EXD)						
4.1	Is the program component objective statement consistent with the agency LRPP, and does it conform to the directives provided on page 59 of the LBR Instructions?	Y	Y	Y	Y	Y
4.2	Is the program component code and title used correct?	Y	Y	Y	Y	Y
TIP	Fund shifts or transfers of services or activities between program components will be displayed on an Exhibit D whereas it may not be visible on an Exhibit A.					
5. EXHIBIT D-1 (ED1R, EXD1)						
5.1	Are all object of expenditures positive amounts? (This is a manual check.)	Y	Y	Y	Y	Y
AUDITS:						
5.2	Do the fund totals agree with the object category totals within each appropriation category? (ED1R, XD1A - Report should print "No Differences Found For This Report")	Y	Y	Y	Y	Y
5.3	FLAIR Expenditure/Appropriation Ledger Comparison Report: Is Column A01 less than Column B04? (EXBR, EXBB - Negative differences need to be corrected in Column A01.)	Y	Y	Y	Y	Y
5.4	A01/State Accounts Disbursements and Carry Forward Comparison Report: Does Column A01 equal Column B08? (EXBR, EXBD - Differences need to be corrected in Column A01.)	Y	Y	Y	Y	Y
TIP	If objects are negative amounts, the agency must make adjustments to Column A01 to correct the object amounts. In addition, the fund totals must be adjusted to reflect the adjustment made to the object data.					
TIP	If fund totals and object totals do not agree or negative object amounts exist, the agency must adjust Column A01.					
TIP	Exhibit B - A01 less than B04: This audit is to ensure that the disbursements and carry/certifications forward in A01 are less than FY 2009-10 approved budget. Amounts should be positive.					
TIP	If B08 is not equal to A01, check the following: 1) the initial FLAIR disbursements or carry forward data load was corrected appropriately in A01; 2) the disbursement data from departmental FLAIR was reconciled to State Accounts; and 3) the FLAIR disbursements did not change after Column B08 was created.					
6. EXHIBIT D-3 (ED3R, ED3) (Not required in the LBR - for analytical purposes only.)						
6.1	Are issues appropriately aligned with appropriation categories?	Y	Y	Y	Y	Y

Action		Program or Service (Budget Entity Codes)				
		70051000	70051100	70051200	70052000	70053000
TIP	Exhibit D-3 is no longer required in the budget submission but may be needed for this particular appropriation category/issue sort. Exhibit D-3 is also a useful report when identifying negative appropriation category problems.					
7. EXHIBIT D-3A (EADR, ED3A)						
7.1	Are the issue titles correct and do they clearly identify the issue? (See pages 15 through 31 of the LBR Instructions.)	Y	Y	Y	Y	Y
7.2	Does the issue narrative adequately explain the agency's request and is the explanation consistent with the LRPP? (See page 65 of the LBR Instructions.)	Y	Y	Y	Y	Y
7.3	Does the narrative for Information Technology (IT) issue follow the additional narrative requirements described on pages 66 through 69 of the LBR Instructions?	N/A	N/A	N/A	N/A	N/A
7.4	Are all issues with an IT component identified with a "Y" in the "IT COMPONENT?" field? If the issue contains an IT component, has that component been identified and documented?	N/A	N/A	N/A	N/A	N/A
7.5	Does the issue narrative explain any variances from the Standard Expense and Human Resource Services Assessments package? Is the nonrecurring portion in the nonrecurring column? (See pages E-4 and E-5 of the LBR Instructions.)	N/A	N/A	N/A	N/A	N/A
7.6	Does the salary rate request amount accurately reflect any new requests and are the amounts proportionate to the Salaries and Benefits request? Note: Salary rate should always be annualized.	Y	Y	Y	Y	Y
7.7	Does the issue narrative thoroughly explain/justify all Salaries and Benefits amounts entered into the Other Salary Amounts transactions (OAD/C)? Amounts entered into OAD are reflected in the Position Detail of Salaries and Benefits section of the Exhibit D-3A.	N/A	N/A	N/A	N/A	N/A
7.8	Does the issue narrative include the Consensus Estimating Conference forecast, where appropriate?	N/A	N/A	N/A	N/A	N/A
7.9	Does the issue narrative reference the specific county(ies) where applicable?	N/A	N/A	N/A	N/A	N/A
7.10	Do the 160XXX0 issues reflect budget amendments that have been approved (or in the process of being approved) and that have a recurring impact (including Lump Sums)? Have the approved budget amendments been entered in Column A18 as instructed in Memo #11-006?	Y	Y	Y	Y	Y
7.11	When appropriate are there any 160XXX0 issues included to delete positions placed in reserve in the OPB Position and Rate Ledger (e.g. unfunded grants)? Note: Lump sum appropriations not yet allocated should <u>not</u> be deleted. (PLRR, PLMO)	N/A	N/A	N/A	N/A	N/A
7.12	Does the issue narrative include plans to satisfy additional space requirements when requesting additional positions?	N/A	N/A	N/A	N/A	N/A
7.13	Has the agency included a 160XXX0 issue and 210XXXX and 260XXX0 issues as required for lump sum distributions?	N/A	N/A	N/A	N/A	N/A
7.14	Do the amounts reflect appropriate FSI assignments?	Y	Y	Y	Y	Y
7.15	Do the issues relating to <i>salary and benefits</i> have an "A" in the fifth position of the issue code (XXXXAXX) and are they self-contained (not combined with other issues)? (See page 26 and 86 of the LBR Instructions.)	N/A	N/A	N/A	N/A	N/A

Action		Program or Service (Budget Entity Codes)				
		70051000	70051100	70051200	70052000	70053000
7.16	Do the issues relating to <i>Information Technology (IT)</i> have a "C" in the sixth position of the issue code (36XXXXC) and are the correct issue codes used (361XXC0, 362XXC0, 363XXC0, 17C01C0, 17C02C0, 17C03C0, 24010C0, 33001C0 or 55C01C0)?	N/A	N/A	N/A	N/A	N/A
7.17	Are the issues relating to <i>major audit findings and recommendations</i> properly coded (4A0XXX0, 4B0XXX0)?	N/A	N/A	N/A	N/A	N/A

Action	Program or Service (Budget Entity Codes)				
	70051000	70051100	70051200	70052000	70053000

AUDIT:						
7.18	Are all FSI's equal to '1', '2', '3', or '9'? There should be no FSI's equal to '0'. (EADR, FSIA - Report should print "No Records Selected For Reporting")	Y	Y	Y	Y	Y
7.19	Does the General Revenue for 160XXXX issues net to zero? (GENR, LBR1)	Y	Y	Y	Y	Y
7.20	Does the General Revenue for 180XXXX issues net to zero? (GENR, LBR2)	Y	Y	Y	Y	Y
7.21	Does the General Revenue for 200XXXX issues net to zero? (GENR, LBR3)	N/A	N/A	N/A	N/A	N/A
7.22	Have FCO appropriations been entered into the nonrecurring column A04? (GENR, LBR4 - Report should print "No Records Selected For Reporting" or a listing of D-3A issue(s) assigned to Debt Service (IOE N) or in some cases State Capital Outlay - Public Education Capital Outlay (IOE L))	N/A	N/A	N/A	N/A	N/A
TIP	Salaries and Benefits amounts entered using the OADA/C transactions must be thoroughly justified in the D-3A issue narrative. Agencies can run OADA/OADR from STAM to identify the amounts entered into OAD and ensure these entries have been thoroughly explained in the D-3A issue narrative.					
TIP	The issue narrative must completely and thoroughly explain and justify each D-3A issue. Agencies must ensure it provides the information necessary for the OPB and legislative analysts to have a complete understanding of the issue submitted. Thoroughly review pages 64 through 70 of the LBR Instructions.					
TIP	Check BAPS to verify status of budget amendments. Check for reapprovals not picked up in the General Appropriations Act. Verify that Lump Sum appropriations in Column A02 do not appear in Column A03. Review budget amendments to verify that 160XXX0 issue amounts correspond accurately and net to zero for General Revenue funds.					
TIP	If an agency is receiving federal funds from another agency the FSI should = 9 (Transfer - Recipient of Federal Funds). The agency that originally receives the funds directly from the federal agency should use FSI = 3 (Federal Funds).					
TIP	If an appropriation made in the FY 2009-10 General Appropriations Act duplicates an appropriation made in substantive legislation, the agency must create a unique deduct nonrecurring issue to eliminate the duplicated appropriation. Normally this is taken care of through line item veto.					

	Program or Service (Budget Entity Codes)				
Action	70051000	70051100	70051200	70052000	70053000

8. SCHEDULE I & RELATED DOCUMENTS (SC1R, SC1 - Budget Entity Level or SC1R, SC1D - Department Level)

8.1	Has a separate department level Schedule I and supporting documents package been submitted by the agency?	Submitted at the Department Level
8.2	Has a Schedule I been completed in LAS/PBS for each operating trust fund?	Submitted at the Department Level
8.3	Have the appropriate Schedule I supporting documents been included for the trust funds (Schedule IA, Schedule IB, Schedule IC, and Reconciliation to Trial Balance)?	Submitted at the Department Level
8.4	Have the Examination of Regulatory Fees Part I and Part II forms been included for the applicable regulatory programs?	Submitted at the Department Level
8.5	Have the required detailed narratives been provided (5% trust fund reserve narrative; method for computing the distribution of cost for general management and administrative services narrative; adjustments narrative; revenue estimating methodology narrative)?	Submitted at the Department Level
8.6	Has the Inter-Agency Transfers Reported on Schedule I form been included as applicable for transfers totaling \$100,000 or more for the fiscal year?	Submitted at the Department Level
8.7	If the agency is scheduled for the annual trust fund review this year, have the Schedule ID and applicable draft legislation been included for recreation, modification or termination of existing trust funds?	Submitted at the Department Level
8.8	If the agency is scheduled for the annual trust fund review this year, have the necessary trust funds been requested for creation pursuant to <i>section 215.32(2)(b), Florida Statutes</i> - including the Schedule ID and applicable legislation?	Submitted at the Department Level
8.9	Are the revenue codes correct? In the case of federal revenues, has the agency appropriately identified direct versus indirect receipts (object codes 000700, 000750, 000799, 001510 and 001599)?	Submitted at the Department Level
8.10	Are the statutory authority references correct?	Submitted at the Department Level
8.11	Are the General Revenue Service Charge percentage rates used for each revenue source correct? (Refer to Chapter 2009-78, Laws of Florida, for appropriate general revenue service charge percentage rates.)	Submitted at the Department Level
8.12	Is this an accurate representation of revenues based on the most recent Consensus Estimating Conference forecasts?	Submitted at the Department Level
8.13	If there is no Consensus Estimating Conference forecast available, do the revenue estimates appear to be reasonable?	Submitted at the Department Level
8.14	Are the federal funds revenues reported in Section I broken out by individual grant? Are the correct CFDA codes used?	Submitted at the Department Level
8.15	Are anticipated grants included and based on the state fiscal year (rather than federal fiscal year)?	Submitted at the Department Level
8.16	Are the Schedule I revenues consistent with the FSI's reported in the Exhibit D-3A?	Submitted at the Department Level
8.17	If applicable, are nonrecurring revenues entered into Column A04?	Submitted at the Department Level
8.18	Has the agency certified the revenue estimates in columns A02 and A03 to be the latest and most accurate available? Does the certification include a statement that the agency will notify OPB of any significant changes in revenue estimates that occur prior to the Governor's Budget Recommendations being issued?	Submitted at the Department Level
8.19	Is a 5% trust fund reserve reflected in Section II? If not, is sufficient justification provided for exemption? Are the additional narrative requirements provided?	Submitted at the Department Level

		Program or Service (Budget Entity Codes)				
Action		70051000	70051100	70051200	70052000	70053000
8.20	Are appropriate service charge nonoperating amounts included in Section II?	Submitted at the Department Level				
8.21	Are nonoperating expenditures to other budget entities/departments cross-referenced accurately?	Submitted at the Department Level				
8.22	Do transfers balance between funds (within the agency as well as between agencies)? (See also 8.6 for required transfer confirmation of amounts totaling \$100,000 or more.)	Submitted at the Department Level				
8.23	Are nonoperating expenditures recorded in Section II and adjustments recorded in Section III?	Submitted at the Department Level				
8.24	Are prior year September operating reversions appropriately shown in column A01?	Submitted at the Department Level				
8.25	Are current year September operating reversions appropriately shown in column A02?	Submitted at the Department Level				
8.26	Does the Schedule IC properly reflect the unreserved fund balance for each trust fund as defined by the LBR Instructions, and is it reconciled to the agency accounting records?	Submitted at the Department Level				
8.27	Does Column A01 of the Schedule I accurately represent the actual prior year accounting data as reflected in the agency accounting records, and is it provided in sufficient detail for analysis?	Submitted at the Department Level				
8.28	Does Line I of Column A01 (Schedule I) equal Line K of the Schedule IC?	Submitted at the Department Level				
AUDITS:						
8.29	Is Line I a positive number? (If not, the agency must adjust the budget request to eliminate the deficit).	Submitted at the Department Level				
8.30	Is the June 30 Adjusted Unreserved Fund Balance (Line I) equal to the July 1 Unreserved Fund Balance (Line A) of the following year? (SC1R, SC1A - Report should print "No Discrepancies Exist For This Report")	Submitted at the Department Level				
8.31	Has a Department Level Reconciliation been provided for each trust fund and does Line A of the Schedule I equal the CFO amount? If not, the agency must correct Line A. (SC1R, DEPT)	Submitted at the Department Level				
TIP	The Schedule I is the most reliable source of data concerning the trust funds. It is very important that this schedule is as accurate as possible!					
TIP	Determine if the agency is scheduled for trust fund review. (See page 125 of the LBR Instructions.)					
TIP	Review the unreserved fund balances and compare revenue totals to expenditure totals to determine and understand the trust fund status.					
TIP	Typically nonoperating expenditures and revenues should not be a negative number. Any negative numbers must be fully justified.					
9. SCHEDULE II (PSCR, SC2)						
AUDIT:						
9.1	Is the pay grade minimum for salary rate utilized for positions in segments 2 and 3? (BRAR, BRAA - Report should print "No Records Selected For This Request") Note: Amounts other than the pay grade minimum should be fully justified in the D-3A issue narrative. (See <i>Base Rate Audit</i> on page 157 of the LBR Instructions.)	Y	Y	Y	Y	Y
10. SCHEDULE III (PSCR, SC3)						
10.1	Is the appropriate lapse amount applied in Segment 3? (See page 87 of the LBR Instructions.)	Y	Y	Y	Y	Y

		Program or Service (Budget Entity Codes)				
Action		70051000	70051100	70051200	70052000	70053000
10.2	Are amounts in <i>Other Salary Amount</i> appropriate and fully justified? (See page 94 of the LBR Instructions for appropriate use of the OAD transaction.) Use OADI or OADR to identify agency other salary amounts requested.	N/A	N/A	N/A	N/A	N/A
11. SCHEDULE IV (EADR, SC4)						
11.1	Are the correct Information Technology (IT) issue codes used?	N/A	N/A	N/A	N/A	N/A
TIP	If IT issues are not coded correctly (with "C" in 6th position), they will not appear in the Schedule IV.					
12. SCHEDULE VIIIA (EADR, SC8A)						
12.1	Is there only one #1 priority, one #2 priority, one #3 priority, etc. reported on the Schedule VIII-A? Are the priority narrative explanations adequate?	Submitted at the Department Level				
13. SCHEDULE VIIIB-1 (EADR, S8B1)						
13.1	Do the reductions comply with the instructions provided on pages 98 through 101 of the LBR Instructions regarding a 5% reduction in recurring and nonrecurring General Revenue and Trust Funds?	Submitted at the Department Level				
14. SCHEDULE VIIIB-2 (EADR, S8B2)						
14.1	Do the reductions comply with the instructions provided on pages 102 through 104 of the LBR Instructions regarding a 15% reduction in recurring General Revenue and Trust Funds?	Submitted at the Department Level				

	Program or Service (Budget Entity Codes)				
Action	70051000	70051100	70051200	70052000	70053000

15. SCHEDULE XI (LAS/PBS Web - see page 108 of the LBR Instructions for detailed instructions)

15.1	Has the Schedule XI one page summary Excel file been e-mailed to OPB at OPB.UnitCostSummary@laspbs.state.fl.us? Agencies are required to generate this spreadsheet via the LAS/PBS Web. (Note: Pursuant to <i>section 216.023(4)(b), Florida Statutes</i> , the Legislature can reduce the funding level for any agency that does not provide this information.)	Submitted at the Department Level
15.2	Do the PDF files uploaded to the Florida Fiscal Portal for the LRPP and LBR match the Excel file e-mailed to OPB?	Submitted at the Department Level

AUDITS INCLUDED IN THE SCHEDULE XI REPORT:

15.3	Does the FY 2009-10 Actual (prior year) Expenditures in Column A36 reconcile to Column A01? (GENR, ACT1)	Submitted at the Department Level
15.4	None of the executive direction, administrative support and information technology statewide activities (ACT0010 thru ACT0490) have output standards (Record Type 5)? (Audit #1 should print "No Activities Found")	Submitted at the Department Level
15.5	Does the Fixed Capital Outlay (FCO) statewide activity (ACT0210) only contain 08XXXX or 14XXXX appropriation categories? (Audit #2 should print "No Operating Categories Found")	Submitted at the Department Level
15.6	Has the agency provided the necessary demand (Record Type 5) for all activities which <u>should</u> appear in Section II? (Note: Audit #3 will identify those activities that do NOT have a Record Type '5' and have not been identified as a 'Pass Through' activity. These activities will be displayed in Section III with the 'Payment of Pensions, Benefits and Claims' activity and 'Other' activities. Verify if these activities should be displayed in Section III. If not, an output standard would need to be added for that activity and the Schedule XI submitted again.)	Submitted at the Department Level
15.7	Does Section I (Final Budget for Agency) and Section III (Total Budget for Agency) equal? (Audit #4 should print "No Discrepancies Found")	Submitted at the Department Level
TIP	If Section I and Section III have a small difference, it may be due to rounding and therefore will be acceptable.	

16. MANUALLY PREPARED EXHIBITS & SCHEDULES

16.1	Do exhibits and schedules comply with LBR Instructions (pages 110 through 154 of the LBR Instructions), and are they accurate and complete?	Submitted at the Department Level
16.2	Are appropriation category totals comparable to Exhibit B, where applicable?	Submitted at the Department Level
16.3	Are agency organization charts (Schedule X) provided and at the appropriate level of detail?	Submitted at the Department Level

	Program or Service (Budget Entity Codes)				
Action	70051000	70051100	70051200	70052000	70053000

AUDITS - GENERAL INFORMATION

TIP	Review <i>Section 6: Audits</i> of the LBR Instructions for a list of audits and their descriptions.	
TIP	Reorganizations may cause audit errors. Agencies must indicate that these errors are due to an agency reorganization to justify the audit error.	

17. CAPITAL IMPROVEMENTS PROGRAM (CIP)

17.1	Are the CIP-2, CIP-3, CIP-A and CIP-B forms included?	FCO Submitted Separately
17.2	Are the CIP-4 and CIP-5 forms submitted when applicable (see CIP Instructions)?	FCO Submitted Separately
17.3	Do all CIP forms comply with CIP Instructions where applicable (see CIP Instructions)?	FCO Submitted Separately
17.4	Does the agency request include 5 year projections (Columns A03, A06, A07, A08 and A09)?	FCO Submitted Separately
17.5	Are the appropriate counties identified in the narrative?	FCO Submitted Separately
17.6	Has the CIP-2 form (Exhibit B) been modified to include the agency priority for each project and the modified form saved as a PDF document?	FCO Submitted Separately
TIP	Requests for Fixed Capital Outlay appropriations which are Grants and Aids to Local Governments and Non-Profit Organizations must use the Grants and Aids to Local Governments and Non-Profit Organizations - Fixed Capital Outlay major appropriation category (140XXX) and include the sub-title "Grants and Aids". These appropriations utilize a CIP-B form as justification.	

18. FLORIDA FISCAL PORTAL

18.1	Have all files been assembled correctly and posted to the Florida Fiscal Portal as outlined in the Florida Fiscal Portal Submittal Process?	Submitted at the Department Level
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Fiscal Year 2011-12 LBR Technical Review Checklist (Rev. 10-13-2010)

Department/Budget Entity (Service): **Corrections/Community Corrections**
 Agency Budget Officer/OPB Analyst Name: **Mark Tallent/Beth Hamilton**

A "Y" indicates "YES" and is acceptable, an "N/J" indicates "NO/Justification Provided" - these require further explanation/justification (additional sheets can be used as necessary), and "TIPS" are other areas to consider.

Action	Program or Service (Budget Entity Codes)			
	70054000	70055000	70056000	

1. GENERAL

1.1 Are Columns A01, A02, A04, A05, A36, A90, A91, A92, A93, A94, A95, IA1, IA4, IA5, IP1,V1, IV3 and NV1 set to TRANSFER CONTROL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status for both the Budget and Trust Fund columns? Are Columns A06, A07, A08 and A09 for Fixed Capital Outlay (FCO) set to TRANSFER CONTROL for DISPLAY status only?	Y	Y	Y		
1.2 Is Column A03 set to TRANSFER CONTROL for DISPLAY and UPDATE status for both the Budget and Trust Fund columns? (CSDI)	Y	Y	Y		

AUDITS:

1.3 Has Column A03 been copied to Column A12? Run the Exhibit B Audit Comparison Report to verify. (EXBR, EXBA)	Y	Y	Y		
1.4 Has security been set correctly? (CSDR, CSA)	Y	Y	Y		
TIP The agency should prepare the budget request for submission in this order: 1) Lock columns as described above; 2) copy Column A03 to Column A12; and 3) set Column A12 column security to ALL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status.					

2. EXHIBIT A (EADR, EXA)

2.1 Is the budget entity authority and description consistent with the agency's LRPP and does it conform to the directives provided on page 56 of the LBR Instructions?	Y	Y	Y		
2.2 Are the statewide issues generated systematically (estimated expenditures, nonrecurring expenditures, etc.) included?	Y	Y	Y		
2.3 Are the issue codes and titles consistent with Section 3 of the LBR Instructions (pages 15 through 27)? Do they clearly describe the issue?	Y	Y	Y		
2.4 Have the coding guidelines in Section 3 of the LBR Instructions (pages 15 through 27) been followed?	Y	Y	Y		

3. EXHIBIT B (EXBR, EXB)

3.1 Is it apparent that there is a fund shift and were the issues entered into LAS/PBS correctly? Check D-3A funding shift issue 340XXX0 - a unique deduct and unique add back issue should be used to ensure fund shifts display correctly on the LBR exhibits.	N/A	N/A	N/A		
3.2 Are the 33XXXX0 issues negative amounts only and do not restore nonrecurring cuts from a prior year or fund any issues that net to a positive or zero amount? Check D-3A issues 33XXXX0 - a unique issue should be used for issues that net to zero or a positive amount.	N/A	N/A	N/A		

AUDITS:

3.3 Negative Appropriation Category Audit for Agency Request (Columns A03 and A04): Are all appropriation categories positive by budget entity at the FSI level? Are all nonrecurring amounts less than requested amounts? (NACR, NAC - Report should print "No Negative Appropriation Categories Found")	Y	Y	Y		
3.4 Current Year Estimated Verification Comparison Report: Is Column A02 equal to Column B07? (EXBR, EXBC - Report should print "Records Selected Net To Zero")	Y	Y	Y		

		Program or Service (Budget Entity Codes)				
Action		70054000	70055000	70056000		
TIP	Generally look for and be able to fully explain significant differences between A02 and A03.					
TIP	Exhibit B - A02 equal to B07: Compares Current Year Estimated column to a backup of A02. This audit is necessary to ensure that the historical detail records have not been adjusted. Records selected should net to zero.					
TIP	Requests for appropriations which require advance payment authority must use the sub-title "Grants and Aids". For advance payment authority to local units of government, the Aid to Local Government appropriation category (05XXXX) should be used. For advance payment authority to non-profit organizations or other units of state government, the Special Categories appropriation category (10XXXX) should be used.					
4. EXHIBIT D (EADR, EXD)						
4.1	Is the program component objective statement consistent with the agency LRPP, and does it conform to the directives provided on page 59 of the LBR Instructions?	Y	Y	Y		
4.2	Is the program component code and title used correct?	Y	Y	Y		
TIP	Fund shifts or transfers of services or activities between program components will be displayed on an Exhibit D whereas it may not be visible on an Exhibit A.					
5. EXHIBIT D-1 (ED1R, EXD1)						
5.1	Are all object of expenditures positive amounts? (This is a manual check.)	Y	Y	Y		
AUDITS:						
5.2	Do the fund totals agree with the object category totals within each appropriation category? (ED1R, XD1A - Report should print "No Differences Found For This Report")	Y	Y	Y		
5.3	FLAIR Expenditure/Appropriation Ledger Comparison Report: Is Column A01 less than Column B04? (EXBR, EXBB - Negative differences need to be corrected in Column A01.)	Y	Y	Y		
5.4	A01/State Accounts Disbursements and Carry Forward Comparison Report: Does Column A01 equal Column B08? (EXBR, EXBD - Differences need to be corrected in Column A01.)	Y	Y	Y		
TIP	If objects are negative amounts, the agency must make adjustments to Column A01 to correct the object amounts. In addition, the fund totals must be adjusted to reflect the adjustment made to the object data.					
TIP	If fund totals and object totals do not agree or negative object amounts exist, the agency must adjust Column A01.					
TIP	Exhibit B - A01 less than B04: This audit is to ensure that the disbursements and carry/certifications forward in A01 are less than FY 2009-10 approved budget. Amounts should be positive.					
TIP	If B08 is not equal to A01, check the following: 1) the initial FLAIR disbursements or carry forward data load was corrected appropriately in A01; 2) the disbursement data from departmental FLAIR was reconciled to State Accounts; and 3) the FLAIR disbursements did not change after Column B08 was created.					
6. EXHIBIT D-3 (ED3R, ED3) (Not required in the LBR - for analytical purposes only.)						
6.1	Are issues appropriately aligned with appropriation categories?	Y	Y	Y		

Action		Program or Service (Budget Entity Codes)				
		70054000	70055000	70056000		
TIP	Exhibit D-3 is no longer required in the budget submission but may be needed for this particular appropriation category/issue sort. Exhibit D-3 is also a useful report when identifying negative appropriation category problems.					
7. EXHIBIT D-3A (EADR, ED3A)						
7.1	Are the issue titles correct and do they clearly identify the issue? (See pages 15 through 31 of the LBR Instructions.)	Y	Y	Y		
7.2	Does the issue narrative adequately explain the agency's request and is the explanation consistent with the LRPP? (See page 65 of the LBR Instructions.)	Y	Y	Y		
7.3	Does the narrative for Information Technology (IT) issue follow the additional narrative requirements described on pages 66 through 69 of the LBR Instructions?	N/A	N/A	N/A		
7.4	Are all issues with an IT component identified with a "Y" in the "IT COMPONENT?" field? If the issue contains an IT component, has that component been identified and documented?	N/A	N/A	N/A		
7.5	Does the issue narrative explain any variances from the Standard Expense and Human Resource Services Assessments package? Is the nonrecurring portion in the nonrecurring column? (See pages E-4 and E-5 of the LBR Instructions.)	N/A	N/A	N/A		
7.6	Does the salary rate request amount accurately reflect any new requests and are the amounts proportionate to the Salaries and Benefits request? Note: Salary rate should always be annualized.	Y	Y	Y		
7.7	Does the issue narrative thoroughly explain/justify all Salaries and Benefits amounts entered into the Other Salary Amounts transactions (OAD A/C)? Amounts entered into OAD are reflected in the Position Detail of Salaries and Benefits section of the Exhibit D-3A.	N/A	N/A	N/A		
7.8	Does the issue narrative include the Consensus Estimating Conference forecast, where appropriate?	N/A	N/A	N/A		
7.9	Does the issue narrative reference the specific county(ies) where applicable?	N/A	N/A	Y		
7.10	Do the 160XXX0 issues reflect budget amendments that have been approved (or in the process of being approved) and that have a recurring impact (including Lump Sums)? Have the approved budget amendments been entered in Column A18 as instructed in Memo #11-006?	N/A	Y	N/A		
7.11	When appropriate are there any 160XXX0 issues included to delete positions placed in reserve in the OPB Position and Rate Ledger (e.g. unfunded grants)? Note: Lump sum appropriations not yet allocated should <u>not</u> be deleted. (PLRR, PLMO)	N/A	N/A	N/A		
7.12	Does the issue narrative include plans to satisfy additional space requirements when requesting additional positions?	N/A	N/A	N/A		
7.13	Has the agency included a 160XXX0 issue and 210XXXX and 260XXX0 issues as required for lump sum distributions?	N/A	N/A	N/A		
7.14	Do the amounts reflect appropriate FSI assignments?	Y	Y	Y		
7.15	Do the issues relating to <i>salary and benefits</i> have an "A" in the fifth position of the issue code (XXXXAXX) and are they self-contained (not combined with other issues)? (See page 26 and 86 of the LBR Instructions.)	N/A	N/A	N/A		

		Program or Service (Budget Entity Codes)				
Action		70054000	70055000	70056000		
7.16	Do the issues relating to <i>Information Technology (IT)</i> have a "C" in the sixth position of the issue code (36XXXXC) and are the correct issue codes used (361XXC0, 362XXC0, 363XXC0, 17C01C0, 17C02C0, 17C03C0, 24010C0, 33001C0 or 55C01C0)?	N/A	N/A	N/A		
7.17	Are the issues relating to <i>major audit findings and recommendations</i> properly coded (4A0XXX0, 4B0XXX0)?	N/A	N/A	N/A		

	Program or Service (Budget Entity Codes)			
Action	70054000	70055000	70056000	

AUDIT:				
7.18	Are all FSI's equal to '1', '2', '3', or '9'? There should be no FSI's equal to '0'. (EADR, FSIA - Report should print "No Records Selected For Reporting")	Y	Y	Y
7.19	Does the General Revenue for 160XXXX issues net to zero? (GENR, LBR1)	N/A	Y	N/A
7.20	Does the General Revenue for 180XXXX issues net to zero? (GENR, LBR2)	N/A	Y	N/A
7.21	Does the General Revenue for 200XXXX issues net to zero? (GENR, LBR3)	N/A	N/A	N/A
7.22	Have FCO appropriations been entered into the nonrecurring column A04? (GENR, LBR4 - Report should print "No Records Selected For Reporting" or a listing of D-3A issue(s) assigned to Debt Service (IOE N) or in some cases State Capital Outlay - Public Education Capital Outlay (IOE L))	N/A	N/A	N/A
TIP	Salaries and Benefits amounts entered using the OADA/C transactions must be thoroughly justified in the D-3A issue narrative. Agencies can run OADA/OADR from STAM to identify the amounts entered into OAD and ensure these entries have been thoroughly explained in the D-3A issue narrative.			
TIP	The issue narrative must completely and thoroughly explain and justify each D-3A issue. Agencies must ensure it provides the information necessary for the OPB and legislative analysts to have a complete understanding of the issue submitted. Thoroughly review pages 64 through 70 of the LBR Instructions.			
TIP	Check BAPS to verify status of budget amendments. Check for reapprovals not picked up in the General Appropriations Act. Verify that Lump Sum appropriations in Column A02 do not appear in Column A03. Review budget amendments to verify that 160XXX0 issue amounts correspond accurately and net to zero for General Revenue funds.			
TIP	If an agency is receiving federal funds from another agency the FSI should = 9 (Transfer - Recipient of Federal Funds). The agency that originally receives the funds directly from the federal agency should use FSI = 3 (Federal Funds).			
TIP	If an appropriation made in the FY 2009-10 General Appropriations Act duplicates an appropriation made in substantive legislation, the agency must create a unique deduct nonrecurring issue to eliminate the duplicated appropriation. Normally this is taken care of through line item veto.			

	Program or Service (Budget Entity Codes)			
Action	70054000	70055000	70056000	

8. SCHEDULE I & RELATED DOCUMENTS (SC1R, SC1 - Budget Entity Level or SC1R, SC1D - Department Level)

8.1	Has a separate department level Schedule I and supporting documents package been submitted by the agency?	Submitted at the Department Level
8.2	Has a Schedule I been completed in LAS/PBS for each operating trust fund?	Submitted at the Department Level
8.3	Have the appropriate Schedule I supporting documents been included for the trust funds (Schedule IA, Schedule IB, Schedule IC, and Reconciliation to Trial Balance)?	Submitted at the Department Level
8.4	Have the Examination of Regulatory Fees Part I and Part II forms been included for the applicable regulatory programs?	Submitted at the Department Level
8.5	Have the required detailed narratives been provided (5% trust fund reserve narrative; method for computing the distribution of cost for general management and administrative services narrative; adjustments narrative; revenue estimating methodology narrative)?	Submitted at the Department Level
8.6	Has the Inter-Agency Transfers Reported on Schedule I form been included as applicable for transfers totaling \$100,000 or more for the fiscal year?	Submitted at the Department Level
8.7	If the agency is scheduled for the annual trust fund review this year, have the Schedule ID and applicable draft legislation been included for recreation, modification or termination of existing trust funds?	Submitted at the Department Level
8.8	If the agency is scheduled for the annual trust fund review this year, have the necessary trust funds been requested for creation pursuant to <i>section 215.32(2)(b), Florida Statutes</i> - including the Schedule ID and applicable legislation?	Submitted at the Department Level
8.9	Are the revenue codes correct? In the case of federal revenues, has the agency appropriately identified direct versus indirect receipts (object codes 000700, 000750, 000799, 001510 and 001599)?	Submitted at the Department Level
8.10	Are the statutory authority references correct?	Submitted at the Department Level
8.11	Are the General Revenue Service Charge percentage rates used for each revenue source correct? (Refer to Chapter 2009-78, Laws of Florida, for appropriate general revenue service charge percentage rates.)	Submitted at the Department Level
8.12	Is this an accurate representation of revenues based on the most recent Consensus Estimating Conference forecasts?	Submitted at the Department Level
8.13	If there is no Consensus Estimating Conference forecast available, do the revenue estimates appear to be reasonable?	Submitted at the Department Level
8.14	Are the federal funds revenues reported in Section I broken out by individual grant? Are the correct CFDA codes used?	Submitted at the Department Level
8.15	Are anticipated grants included and based on the state fiscal year (rather than federal fiscal year)?	Submitted at the Department Level
8.16	Are the Schedule I revenues consistent with the FSI's reported in the Exhibit D-3A?	Submitted at the Department Level
8.17	If applicable, are nonrecurring revenues entered into Column A04?	Submitted at the Department Level
8.18	Has the agency certified the revenue estimates in columns A02 and A03 to be the latest and most accurate available? Does the certification include a statement that the agency will notify OPB of any significant changes in revenue estimates that occur prior to the Governor's Budget Recommendations being issued?	Submitted at the Department Level
8.19	Is a 5% trust fund reserve reflected in Section II? If not, is sufficient justification provided for exemption? Are the additional narrative requirements provided?	Submitted at the Department Level

		Program or Service (Budget Entity Codes)				
Action		70054000	70055000	70056000		
8.20	Are appropriate service charge nonoperating amounts included in Section II?	Submitted at the Department Level				
8.21	Are nonoperating expenditures to other budget entities/departments cross-referenced accurately?	Submitted at the Department Level				
8.22	Do transfers balance between funds (within the agency as well as between agencies)? (See also 8.6 for required transfer confirmation of amounts totaling \$100,000 or more.)	Submitted at the Department Level				
8.23	Are nonoperating expenditures recorded in Section II and adjustments recorded in Section III?	Submitted at the Department Level				
8.24	Are prior year September operating reversions appropriately shown in column A01?	Submitted at the Department Level				
8.25	Are current year September operating reversions appropriately shown in column A02?	Submitted at the Department Level				
8.26	Does the Schedule IC properly reflect the unreserved fund balance for each trust fund as defined by the LBR Instructions, and is it reconciled to the agency accounting records?	Submitted at the Department Level				
8.27	Does Column A01 of the Schedule I accurately represent the actual prior year accounting data as reflected in the agency accounting records, and is it provided in sufficient detail for analysis?	Submitted at the Department Level				
8.28	Does Line I of Column A01 (Schedule I) equal Line K of the Schedule IC?	Submitted at the Department Level				
AUDITS:						
8.29	Is Line I a positive number? (If not, the agency must adjust the budget request to eliminate the deficit).	Submitted at the Department Level				
8.30	Is the June 30 Adjusted Unreserved Fund Balance (Line I) equal to the July 1 Unreserved Fund Balance (Line A) of the following year? (SC1R, SC1A - Report should print "No Discrepancies Exist For This Report")	Submitted at the Department Level				
8.31	Has a Department Level Reconciliation been provided for each trust fund and does Line A of the Schedule I equal the CFO amount? If not, the agency must correct Line A. (SC1R, DEPT)	Submitted at the Department Level				
TIP	The Schedule I is the most reliable source of data concerning the trust funds. It is very important that this schedule is as accurate as possible!					
TIP	Determine if the agency is scheduled for trust fund review. (See page 125 of the LBR Instructions.)					
TIP	Review the unreserved fund balances and compare revenue totals to expenditure totals to determine and understand the trust fund status.					
TIP	Typically nonoperating expenditures and revenues should not be a negative number. Any negative numbers must be fully justified.					
9. SCHEDULE II (PSCR, SC2)						
AUDIT:						
9.1	Is the pay grade minimum for salary rate utilized for positions in segments 2 and 3? (BRAR, BRAA - Report should print "No Records Selected For This Request") Note: Amounts other than the pay grade minimum should be fully justified in the D-3A issue narrative. (See <i>Base Rate Audit</i> on page 157 of the LBR Instructions.)	N/A	Y	N/A		
10. SCHEDULE III (PSCR, SC3)						
10.1	Is the appropriate lapse amount applied in Segment 3? (See page 87 of the LBR Instructions.)	N/A	Y	N/A		

		Program or Service (Budget Entity Codes)				
Action		70054000	70055000	70056000		
10.2	Are amounts in <i>Other Salary Amount</i> appropriate and fully justified? (See page 94 of the LBR Instructions for appropriate use of the OAD transaction.) Use OADI or OADR to identify agency other salary amounts requested.	N/A	N/A	N/A		
11. SCHEDULE IV (EADR, SC4)						
11.1	Are the correct Information Technology (IT) issue codes used?	N/A	N/A	N/A		
TIP	If IT issues are not coded correctly (with "C" in 6th position), they will not appear in the Schedule IV.					
12. SCHEDULE VIIIA (EADR, SC8A)						
12.1	Is there only one #1 priority, one #2 priority, one #3 priority, etc. reported on the Schedule VIII-A? Are the priority narrative explanations adequate?	Submitted at the Department Level				
13. SCHEDULE VIIIB-1 (EADR, S8B1)						
13.1	Do the reductions comply with the instructions provided on pages 98 through 101 of the LBR Instructions regarding a 5% reduction in recurring and nonrecurring General Revenue and Trust Funds?	Submitted at the Department Level				
14. SCHEDULE VIIIB-2 (EADR, S8B2)						
14.1	Do the reductions comply with the instructions provided on pages 102 through 104 of the LBR Instructions regarding a 15% reduction in recurring General Revenue and Trust Funds?	Submitted at the Department Level				

	Program or Service (Budget Entity Codes)			
Action	70054000	70055000	70056000	

15. SCHEDULE XI (LAS/PBS Web - see page 108 of the LBR Instructions for detailed instructions)

15.1	Has the Schedule XI one page summary Excel file been e-mailed to OPB at OPB.UnitCostSummary@laspbs.state.fl.us? Agencies are required to generate this spreadsheet via the LAS/PBS Web. (Note: Pursuant to <i>section 216.023(4)(b), Florida Statutes</i> , the Legislature can reduce the funding level for any agency that does not provide this information.)	Submitted at the Department Level
15.2	Do the PDF files uploaded to the Florida Fiscal Portal for the LRPP and LBR match the Excel file e-mailed to OPB?	Submitted at the Department Level

AUDITS INCLUDED IN THE SCHEDULE XI REPORT:

15.3	Does the FY 2009-10 Actual (prior year) Expenditures in Column A36 reconcile to Column A01? (GENR, ACT1)	Submitted at the Department Level
15.4	None of the executive direction, administrative support and information technology statewide activities (ACT0010 thru ACT0490) have output standards (Record Type 5)? (Audit #1 should print "No Activities Found")	Submitted at the Department Level
15.5	Does the Fixed Capital Outlay (FCO) statewide activity (ACT0210) only contain 08XXXX or 14XXXX appropriation categories? (Audit #2 should print "No Operating Categories Found")	Submitted at the Department Level
15.6	Has the agency provided the necessary demand (Record Type 5) for all activities which <u>should</u> appear in Section II? (Note: Audit #3 will identify those activities that do NOT have a Record Type '5' and have not been identified as a 'Pass Through' activity. These activities will be displayed in Section III with the 'Payment of Pensions, Benefits and Claims' activity and 'Other' activities. Verify if these activities should be displayed in Section III. If not, an output standard would need to be added for that activity and the Schedule XI submitted again.)	Submitted at the Department Level
15.7	Does Section I (Final Budget for Agency) and Section III (Total Budget for Agency) equal? (Audit #4 should print "No Discrepancies Found")	Submitted at the Department Level
TIP	If Section I and Section III have a small difference, it may be due to rounding and therefore will be acceptable.	

16. MANUALLY PREPARED EXHIBITS & SCHEDULES

16.1	Do exhibits and schedules comply with LBR Instructions (pages 110 through 154 of the LBR Instructions), and are they accurate and complete?	Submitted at the Department Level
16.2	Are appropriation category totals comparable to Exhibit B, where applicable?	Submitted at the Department Level
16.3	Are agency organization charts (Schedule X) provided and at the appropriate level of detail?	Submitted at the Department Level

	Program or Service (Budget Entity Codes)			
Action	70054000	70055000	70056000	

AUDITS - GENERAL INFORMATION

TIP	Review <i>Section 6: Audits</i> of the LBR Instructions for a list of audits and their descriptions.	
TIP	Reorganizations may cause audit errors. Agencies must indicate that these errors are due to an agency reorganization to justify the audit error.	

17. CAPITAL IMPROVEMENTS PROGRAM (CIP)

17.1	Are the CIP-2, CIP-3, CIP-A and CIP-B forms included?	FCO Submitted Separately
17.2	Are the CIP-4 and CIP-5 forms submitted when applicable (see CIP Instructions)?	FCO Submitted Separately
17.3	Do all CIP forms comply with CIP Instructions where applicable (see CIP Instructions)?	FCO Submitted Separately
17.4	Does the agency request include 5 year projections (Columns A03, A06, A07, A08 and A09)?	FCO Submitted Separately
17.5	Are the appropriate counties identified in the narrative?	FCO Submitted Separately
17.6	Has the CIP-2 form (Exhibit B) been modified to include the agency priority for each project and the modified form saved as a PDF document?	FCO Submitted Separately
TIP	Requests for Fixed Capital Outlay appropriations which are Grants and Aids to Local Governments and Non-Profit Organizations must use the Grants and Aids to Local Governments and Non-Profit Organizations - Fixed Capital Outlay major appropriation category (140XXX) and include the sub-title "Grants and Aids". These appropriations utilize a CIP-B form as justification.	

18. FLORIDA FISCAL PORTAL

18.1	Have all files been assembled correctly and posted to the Florida Fiscal Portal as outlined in the Florida Fiscal Portal Submittal Process?	Submitted at the Department Level
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Fiscal Year 2011-12 LBR Technical Review Checklist (Rev. 10-13-2010)

Department/Budget Entity (Service):
Agency Budget Officer/OPB Analyst Name:

A "Y" indicates "YES" and is acceptable, an "N/J" indicates "NO/Justification Provided" - these require further explanation/justification (additional sheets can be used as necessary), and "TIPS" are other areas to consider.

Action	Program or Service (Budget Entity Codes)				
	70251000	70252000			

1. GENERAL

1.1 Are Columns A01, A02, A04, A05, A36, A90, A91, A92, A93, A94, A95, IA1, IA4, IA5, IP1, V1, IV3 and NV1 set to TRANSFER CONTROL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status for both the Budget and Trust Fund columns? Are Columns A06, A07, A08 and A09 for Fixed Capital Outlay (FCO) set to TRANSFER CONTROL for DISPLAY status only?	Y	Y			
1.2 Is Column A03 set to TRANSFER CONTROL for DISPLAY and UPDATE status for both the Budget and Trust Fund columns? (CSDI)	Y	Y			

AUDITS:

1.3 Has Column A03 been copied to Column A12? Run the Exhibit B Audit Comparison Report to verify. (EXBR, EXBA)	Y	Y			
1.4 Has security been set correctly? (CSDR, CSA)	Y	Y			
TIP The agency should prepare the budget request for submission in this order: 1) Lock columns as described above; 2) copy Column A03 to Column A12; and 3) set Column A12 column security to ALL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status.					

2. EXHIBIT A (EADR, EXA)

2.1 Is the budget entity authority and description consistent with the agency's LRPP and does it conform to the directives provided on page 56 of the LBR Instructions?	Y	Y			
2.2 Are the statewide issues generated systematically (estimated expenditures, nonrecurring expenditures, etc.) included?	Y	Y			
2.3 Are the issue codes and titles consistent with <i>Section 3</i> of the LBR Instructions (pages 15 through 27)? Do they clearly describe the issue?	Y	Y			
2.4 Have the coding guidelines in <i>Section 3</i> of the LBR Instructions (pages 15 through 27) been followed?	Y	Y			

3. EXHIBIT B (EXBR, EXB)

3.1 Is it apparent that there is a fund shift and were the issues entered into LAS/PBS correctly? Check D-3A funding shift issue 340XXX0 - a unique deduct and unique add back issue should be used to ensure fund shifts display correctly on the LBR exhibits.	N/A	N/A			
3.2 Are the 33XXXXX0 issues negative amounts only and do not restore nonrecurring cuts from a prior year or fund any issues that net to a positive or zero amount? Check D-3A issues 33XXXXX0 - a unique issue should be used for issues that net to zero or a positive amount.	N/A	N/A			

AUDITS:

3.3 Negative Appropriation Category Audit for Agency Request (Columns A03 and A04): Are all appropriation categories positive by budget entity at the FSI level? Are all nonrecurring amounts less than requested amounts? (NACR, NAC - Report should print "No Negative Appropriation Categories Found")	Y	Y			
3.4 Current Year Estimated Verification Comparison Report: Is Column A02 equal to Column B07? (EXBR, EXBC - Report should print "Records Selected Net To Zero")	Y	Y			

Action		Program or Service (Budget Entity Codes)				
		70251000	70252000			
TIP	Generally look for and be able to fully explain significant differences between A02 and A03.					
TIP	Exhibit B - A02 equal to B07: Compares Current Year Estimated column to a backup of A02. This audit is necessary to ensure that the historical detail records have not been adjusted. Records selected should net to zero.					
TIP	Requests for appropriations which require advance payment authority must use the sub-title "Grants and Aids". For advance payment authority to local units of government, the Aid to Local Government appropriation category (05XXXX) should be used. For advance payment authority to non-profit organizations or other units of state government, the Special Categories appropriation category (10XXXX) should be used.					
4. EXHIBIT D (EADR, EXD)						
4.1	Is the program component objective statement consistent with the agency LRPP, and does it conform to the directives provided on page 59 of the LBR Instructions?	Y	Y			
4.2	Is the program component code and title used correct?	Y	Y			
TIP	Fund shifts or transfers of services or activities between program components will be displayed on an Exhibit D whereas it may not be visible on an Exhibit A.					
5. EXHIBIT D-1 (ED1R, EXD1)						
5.1	Are all object of expenditures positive amounts? (This is a manual check.)	Y	Y			
AUDITS:						
5.2	Do the fund totals agree with the object category totals within each appropriation category? (ED1R, XD1A - Report should print "No Differences Found For This Report")	Y	Y			
5.3	FLAIR Expenditure/Appropriation Ledger Comparison Report: Is Column A01 less than Column B04? (EXBR, EXBB - Negative differences need to be corrected in Column A01.)	Y	Y			
5.4	A01/State Accounts Disbursements and Carry Forward Comparison Report: Does Column A01 equal Column B08? (EXBR, EXBD - Differences need to be corrected in Column A01.)	Y	Y			
TIP	If objects are negative amounts, the agency must make adjustments to Column A01 to correct the object amounts. In addition, the fund totals must be adjusted to reflect the adjustment made to the object data.					
TIP	If fund totals and object totals do not agree or negative object amounts exist, the agency must adjust Column A01.					
TIP	Exhibit B - A01 less than B04: This audit is to ensure that the disbursements and carry/certifications forward in A01 are less than FY 2009-10 approved budget. Amounts should be positive.					
TIP	If B08 is not equal to A01, check the following: 1) the initial FLAIR disbursements or carry forward data load was corrected appropriately in A01; 2) the disbursement data from departmental FLAIR was reconciled to State Accounts; and 3) the FLAIR disbursements did not change after Column B08 was created.					
6. EXHIBIT D-3 (ED3R, ED3) (Not required in the LBR - for analytical purposes only.)						
6.1	Are issues appropriately aligned with appropriation categories?	Y	Y			

Action		Program or Service (Budget Entity Codes)				
		70251000	70252000			
TIP Exhibit D-3 is no longer required in the budget submission but may be needed for this particular appropriation category/issue sort. Exhibit D-3 is also a useful report when identifying negative appropriation category problems.						
7. EXHIBIT D-3A (EADR, ED3A)						
7.1	Are the issue titles correct and do they clearly identify the issue? (See pages 15 through 31 of the LBR Instructions.)	Y	Y			
7.2	Does the issue narrative adequately explain the agency's request and is the explanation consistent with the LRPP? (See page 65 of the LBR Instructions.)	Y	Y			
7.3	Does the narrative for Information Technology (IT) issue follow the additional narrative requirements described on pages 66 through 69 of the LBR Instructions?	N/A	N/A			
7.4	Are all issues with an IT component identified with a "Y" in the "IT COMPONENT?" field? If the issue contains an IT component, has that component been identified and documented?	N/A	N/A			
7.5	Does the issue narrative explain any variances from the Standard Expense and Human Resource Services Assessments package? Is the nonrecurring portion in the nonrecurring column? (See pages E-4 and E-5 of the LBR Instructions.)	N/A	N/A			
7.6	Does the salary rate request amount accurately reflect any new requests and are the amounts proportionate to the Salaries and Benefits request? Note: Salary rate should always be annualized.	Y	Y			
7.7	Does the issue narrative thoroughly explain/justify all Salaries and Benefits amounts entered into the Other Salary Amounts transactions (OADAC)? Amounts entered into OAD are reflected in the Position Detail of Salaries and Benefits section of the Exhibit D-3A.	Y	Y			
7.8	Does the issue narrative include the Consensus Estimating Conference forecast, where appropriate?	Y	Y			
7.9	Does the issue narrative reference the specific county(ies) where applicable?	Y	Y			
7.10	Do the 160XXX0 issues reflect budget amendments that have been approved (or in the process of being approved) and that have a recurring impact (including Lump Sums)? Have the approved budget amendments been entered in Column A18 as instructed in Memo #11-006?	N/A	N/A			
7.11	When appropriate are there any 160XXX0 issues included to delete positions placed in reserve in the OPB Position and Rate Ledger (e.g. unfunded grants)? Note: Lump sum appropriations not yet allocated should <u>not</u> be deleted. (PLRR, PLMO)	N/A	N/A			
7.12	Does the issue narrative include plans to satisfy additional space requirements when requesting additional positions?	N/A	N/A			

Action		Program or Service (Budget Entity Codes)				
		70251000	70252000			
7.13	Has the agency included a 160XXX0 issue and 210XXXX and 260XXX0 issues as required for lump sum distributions?	N/A	N/A			
7.14	Do the amounts reflect appropriate FSI assignments?	Y	Y			
7.15	Do the issues relating to <i>salary and benefits</i> have an "A" in the fifth position of the issue code (XXXXAXX) and are they self-contained (not combined with other issues)? (See page 26 and 86 of the LBR Instructions.)	N/A	N/A			
7.16	Do the issues relating to <i>Information Technology (IT)</i> have a "C" in the sixth position of the issue code (36XXXXCX) and are the correct issue codes used (361XXC0, 362XXC0, 363XXC0, 17C01C0, 17C02C0, 17C03C0, 24010C0, 33001C0 or 55C01C0)?	N/A	N/A			
7.17	Are the issues relating to <i>major audit findings and recommendations</i> properly coded (4A0XXX0, 4B0XXX0)?	N/A	N/A			
AUDIT:						
7.18	Are all FSI's equal to '1', '2', '3', or '9'? There should be no FSI's equal to '0'. (EADR, FSIA - Report should print "No Records Selected For Reporting")	Y	Y			
7.19	Does the General Revenue for 160XXXX issues net to zero? (GENR, LBR1)	N/A	N/A			
7.20	Does the General Revenue for 180XXXX issues net to zero? (GENR, LBR2)	N/A	N/A			
7.21	Does the General Revenue for 200XXXX issues net to zero? (GENR, LBR3)	N/A	N/A			
7.22	Have FCO appropriations been entered into the nonrecurring column A04? (GENR, LBR4 - Report should print "No Records Selected For Reporting" or a listing of D-3A issue(s) assigned to Debt Service (IOE N) or in some cases State Capital Outlay - Public Education Capital Outlay (IOE L))	N/A	N/A			
TIP	Salaries and Benefits amounts entered using the OADA/C transactions must be thoroughly justified in the D-3A issue narrative. Agencies can run OADA/OADR from STAM to identify the amounts entered into OAD and ensure these entries have been thoroughly explained in the D-3A issue narrative.					
TIP	The issue narrative must completely and thoroughly explain and justify each D-3A issue. Agencies must ensure it provides the information necessary for the OPB and legislative analysts to have a complete understanding of the issue submitted. Thoroughly review pages 64 through 70 of the LBR Instructions.					
TIP	Check BAPS to verify status of budget amendments. Check for reapprovals not picked up in the General Appropriations Act. Verify that Lump Sum appropriations in Column A02 do not appear in Column A03. Review budget amendments to verify that 160XXX0 issue amounts correspond accurately and net to zero for General Revenue funds.					
TIP	If an agency is receiving federal funds from another agency the FSI should = 9 (Transfer - Recipient of Federal Funds). The agency that originally receives the funds directly from the federal agency should use FSI = 3 (Federal Funds).					
TIP	If an appropriation made in the FY 2009-10 General Appropriations Act duplicates an appropriation made in substantive legislation, the agency must create a unique deduct nonrecurring issue to eliminate the duplicated appropriation. Normally this is taken care of through line item veto.					

	Program or Service (Budget Entity Codes)			
Action	70251000	70252000		

8. SCHEDULE I & RELATED DOCUMENTS (SC1R, SC1 - Budget Entity Level or SC1R, SC1D - Department Level)				
8.1	Has a separate department level Schedule I and supporting documents package been submitted by the agency?	Submitted at Department Level		
8.2	Has a Schedule I been completed in LAS/PBS for each operating trust fund?	Submitted at Department Level		
8.3	Have the appropriate Schedule I supporting documents been included for the trust funds (Schedule IA, Schedule IB, Schedule IC, and Reconciliation to Trial Balance)?	Submitted at Department Level		
8.4	Have the Examination of Regulatory Fees Part I and Part II forms been included for the applicable regulatory programs?	Submitted at Department Level		
8.5	Have the required detailed narratives been provided (5% trust fund reserve narrative; method for computing the distribution of cost for general management and administrative services narrative; adjustments narrative; revenue estimating methodology narrative)?	Submitted at Department Level		
8.6	Has the Inter-Agency Transfers Reported on Schedule I form been included as applicable for transfers totaling \$100,000 or more for the fiscal year?	Submitted at Department Level		
8.7	If the agency is scheduled for the annual trust fund review this year, have the Schedule ID and applicable draft legislation been included for recreation, modification or termination of existing trust funds?	Submitted at Department Level		
8.8	If the agency is scheduled for the annual trust fund review this year, have the necessary trust funds been requested for creation pursuant to <i>section 215.32(2)(b), Florida Statutes</i> - including the Schedule ID and applicable legislation?	Submitted at Department Level		
8.9	Are the revenue codes correct? In the case of federal revenues, has the agency appropriately identified direct versus indirect receipts (object codes 000700, 000750, 000799, 001510 and 001599)?	Submitted at Department Level		
8.10	Are the statutory authority references correct?	Submitted at Department Level		
8.11	Are the General Revenue Service Charge percentage rates used for each revenue source correct? (Refer to Chapter 2009-78, Laws of Florida, for appropriate general revenue service charge percentage rates.)	Submitted at Department Level		
8.12	Is this an accurate representation of revenues based on the most recent Consensus Estimating Conference forecasts?	Submitted at Department Level		
8.13	If there is no Consensus Estimating Conference forecast available, do the revenue estimates appear to be reasonable?	Submitted at Department Level		
8.14	Are the federal funds revenues reported in Section I broken out by individual grant? Are the correct CFDA codes used?	Submitted at Department Level		
8.15	Are anticipated grants included and based on the state fiscal year (rather than federal fiscal year)?	Submitted at Department Level		
8.16	Are the Schedule I revenues consistent with the FSI's reported in the Exhibit D-3A?	Submitted at Department Level		
8.17	If applicable, are nonrecurring revenues entered into Column A04?	Submitted at Department Level		
8.18	Has the agency certified the revenue estimates in columns A02 and A03 to be the latest and most accurate available? Does the certification include a statement that the agency will notify OPB of any significant changes in revenue estimates that occur prior to the Governor's Budget Recommendations being issued?	Submitted at Department Level		
8.19	Is a 5% trust fund reserve reflected in Section II? If not, is sufficient justification provided for exemption? Are the additional narrative requirements provided?	Submitted at Department Level		

Action		Program or Service (Budget Entity Codes)				
		70251000	70252000			
8.20	Are appropriate service charge nonoperating amounts included in Section II?	Submitted at Department Level				
8.21	Are nonoperating expenditures to other budget entities/departments cross-referenced accurately?	Submitted at Department Level				
8.22	Do transfers balance between funds (within the agency as well as between agencies)? (See also 8.6 for required transfer confirmation of amounts totaling \$100,000 or more.)	Submitted at Department Level				
8.23	Are nonoperating expenditures recorded in Section II and adjustments recorded in Section III?	Submitted at Department Level				
8.24	Are prior year September operating reversions appropriately shown in column A01?	Submitted at Department Level				
8.25	Are current year September operating reversions appropriately shown in column A02?	Submitted at Department Level				
8.26	Does the Schedule IC properly reflect the unreserved fund balance for each trust fund as defined by the LBR Instructions, and is it reconciled to the agency accounting records?	Submitted at Department Level				
8.27	Does Column A01 of the Schedule I accurately represent the actual prior year accounting data as reflected in the agency accounting records, and is it provided in sufficient detail for analysis?	Submitted at Department Level				
8.28	Does Line I of Column A01 (Schedule I) equal Line K of the Schedule IC?	Submitted at Department Level				
AUDITS:						
8.29	Is Line I a positive number? (If not, the agency must adjust the budget request to eliminate the deficit).	Submitted at Department Level				
8.30	Is the June 30 Adjusted Unreserved Fund Balance (Line I) equal to the July 1 Unreserved Fund Balance (Line A) of the following year? (SC1R, SC1A - Report should print "No Discrepancies Exist For This Report")	Submitted at Department Level				
8.31	Has a Department Level Reconciliation been provided for each trust fund and does Line A of the Schedule I equal the CFO amount? If not, the agency must correct Line A. (SC1R, DEPT)	Submitted at Department Level				
TIP	The Schedule I is the most reliable source of data concerning the trust funds. It is very important that this schedule is as accurate as possible!					
TIP	Determine if the agency is scheduled for trust fund review. (See page 125 of the LBR Instructions.)					
TIP	Review the unreserved fund balances and compare revenue totals to expenditure totals to determine and understand the trust fund status.					
TIP	Typically nonoperating expenditures and revenues should not be a negative number. Any negative numbers must be fully justified.					
9. SCHEDULE II (PSCR, SC2)						
AUDIT:						
9.1	Is the pay grade minimum for salary rate utilized for positions in segments 2 and 3? (BRAR, BRAA - Report should print "No Records Selected For This Request") Note: Amounts other than the pay grade minimum should be fully justified in the D-3A issue narrative. (See <i>Base Rate Audit</i> on page 157 of the LBR Instructions.)	N	N			
10. SCHEDULE III (PSCR, SC3)						
10.1	Is the appropriate lapse amount applied in Segment 3? (See page 87 of the LBR Instructions.)	Y	Y			

Action		Program or Service (Budget Entity Codes)				
		70251000	70252000			
10.2	Are amounts in <i>Other Salary Amount</i> appropriate and fully justified? (See page 94 of the LBR Instructions for appropriate use of the OAD transaction.) Use OADI or OADR to identify agency other salary amounts requested.	Y	Y			
11. SCHEDULE IV (EADR, SC4)						
11.1	Are the correct Information Technology (IT) issue codes used?	N/A	N/A			
TIP	If IT issues are not coded correctly (with "C" in 6th position), they will not appear in the Schedule IV.					
12. SCHEDULE VIIIA (EADR, SC8A)						
12.1	Is there only one #1 priority, one #2 priority, one #3 priority, etc. reported on the Schedule VIII-A? Are the priority narrative explanations adequate?	Y	Y			
13. SCHEDULE VIIIB-1 (EADR, S8B1)						
13.1	Do the reductions comply with the instructions provided on pages 98 through 101 of the LBR Instructions regarding a 5% reduction in recurring and nonrecurring General Revenue and Trust Funds?	Y	Y			
14. SCHEDULE VIIIB-2 (EADR, S8B2)						
14.1	Do the reductions comply with the instructions provided on pages 102 through 104 of the LBR Instructions regarding a 15% reduction in recurring General Revenue and Trust Funds?	Y	Y			
15. SCHEDULE XI (LAS/PBS Web - see page 108 of the LBR Instructions for detailed instructions)						
15.1	Has the Schedule XI one page summary Excel file been e-mailed to OPB at OPB.UnitCostSummary@laspbs.state.fl.us? Agencies are required to generate this spreadsheet via the LAS/PBS Web. (Note: Pursuant to <i>section 216.023(4)(b), Florida Statutes</i> , the Legislature can reduce the funding level for any agency that does not provide this information.)	Y	Y			
15.2	Do the PDF files uploaded to the Florida Fiscal Portal for the LRPP and LBR match the Excel file e-mailed to OPB?	Y	Y			
AUDITS INCLUDED IN THE SCHEDULE XI REPORT:						
15.3	Does the FY 2009-10 Actual (prior year) Expenditures in Column A36 reconcile to Column A01? (GENR, ACT1)	Y	Y			
15.4	None of the executive direction, administrative support and information technology statewide activities (ACT0010 thru ACT0490) have output standards (Record Type 5)? (Audit #1 should print "No Activities Found")	N/A	N/A			
15.5	Does the Fixed Capital Outlay (FCO) statewide activity (ACT0210) only contain 08XXXX or 14XXXX appropriation categories? (Audit #2 should print "No Operating Categories Found")	N/A	N/A			
15.6	Has the agency provided the necessary demand (Record Type 5) for all activities which <u>should</u> appear in Section II? (Note: Audit #3 will identify those activities that do NOT have a Record Type '5' and have not been identified as a 'Pass Through' activity. These activities will be displayed in Section III with the 'Payment of Pensions, Benefits and Claims' activity and 'Other' activities. Verify if these activities should be displayed in Section III. If not, an output standard would need to be added for that activity and the Schedule XI submitted again.)	Y	Y			
15.7	Does Section I (Final Budget for Agency) and Section III (Total Budget for Agency) equal? (Audit #4 should print "No Discrepancies Found")	Y	Y			
TIP	If Section I and Section III have a small difference, it may be due to rounding and therefore will be acceptable.					

	Program or Service (Budget Entity Codes)				
Action	70251000	70252000			

16. MANUALLY PREPARED EXHIBITS & SCHEDULES					
16.1	Do exhibits and schedules comply with LBR Instructions (pages 110 through 154 of the LBR Instructions), and are they accurate and complete?	Y	Y		
16.2	Are appropriation category totals comparable to Exhibit B, where applicable?	Y	Y		
16.3	Are agency organization charts (Schedule X) provided and at the appropriate level of detail?	Submitted at Department Level			

AUDITS - GENERAL INFORMATION					
TIP	Review <i>Section 6: Audits</i> of the LBR Instructions for a list of audits and their descriptions.				
TIP	Reorganizations may cause audit errors. Agencies must indicate that these errors are due to an agency reorganization to justify the audit error.				

17. CAPITAL IMPROVEMENTS PROGRAM (CIP)					
17.1	Are the CIP-2, CIP-3, CIP-A and CIP-B forms included?	N/A	N/A		
17.2	Are the CIP-4 and CIP-5 forms submitted when applicable (see CIP Instructions)?	N/A	N/A		
17.3	Do all CIP forms comply with CIP Instructions where applicable (see CIP Instructions)?	N/A	N/A		
17.4	Does the agency request include 5 year projections (Columns A03, A06, A07, A08 and A09)?	N/A	N/A		
17.5	Are the appropriate counties identified in the narrative?	N/A	N/A		
17.6	Has the CIP-2 form (Exhibit B) been modified to include the agency priority for each project and the modified form saved as a PDF document?	N/A	N/A		
TIP	Requests for Fixed Capital Outlay appropriations which are Grants and Aids to Local Governments and Non-Profit Organizations must use the Grants and Aids to Local Governments and Non-Profit Organizations - Fixed Capital Outlay major appropriation category (140XXX) and include the sub-title "Grants and Aids". These appropriations utilize a CIP-B form as justification.				

18. FLORIDA FISCAL PORTAL					
18.1	Have all files been assembled correctly and posted to the Florida Fiscal Portal as outlined in the Florida Fiscal Portal Submittal Process?	Y	Y		

Fiscal Year 2011-12 LBR Technical Review Checklist (Rev. 10-13-2010)

Department/Budget Entity (Service): Department of Corrections / Education and Programs
 Agency Budget Officer/OPB Analyst Name: Mark Tallent / Beth Hamilton

A "Y" indicates "YES" and is acceptable, an "N/J" indicates "NO/Justification Provided" - these require further explanation/justification (additional sheets can be used as necessary), and "TIPS" are other areas to consider.

Action	Program or Service (Budget Entity Codes)				
	70450100	70450200	70450300		

1. GENERAL

1.1 Are Columns A01, A02, A04, A05, A36, A90, A91, A92, A93, A94, A95, IA1, IA4, IA5, IP1, V1, IV3 and NV1 set to TRANSFER CONTROL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status for both the Budget and Trust Fund columns? Are Columns A06, A07, A08 and A09 for Fixed Capital Outlay (FCO) set to TRANSFER CONTROL for DISPLAY status only?	Y	Y	Y		
1.2 Is Column A03 set to TRANSFER CONTROL for DISPLAY and UPDATE status for both the Budget and Trust Fund columns? (CSDI)	Y	Y	Y		

AUDITS:

1.3 Has Column A03 been copied to Column A12? Run the Exhibit B Audit Comparison Report to verify. (EXBR, EXBA)	Y	Y	Y		
1.4 Has security been set correctly? (CSDR, CSA)	Y	Y	Y		
TIP The agency should prepare the budget request for submission in this order: 1) Lock columns as described above; 2) copy Column A03 to Column A12; and 3) set Column A12 column security to ALL for DISPLAY status and MANAGEMENT CONTROL for UPDATE status.					

2. EXHIBIT A (EADR, EXA)

2.1 Is the budget entity authority and description consistent with the agency's LRPP and does it conform to the directives provided on page 56 of the LBR Instructions?	Y	Y	Y		
2.2 Are the statewide issues generated systematically (estimated expenditures, nonrecurring expenditures, etc.) included?	Y	Y	Y		
2.3 Are the issue codes and titles consistent with <i>Section 3</i> of the LBR Instructions (pages 15 through 27)? Do they clearly describe the issue?	Y	Y	Y		
2.4 Have the coding guidelines in <i>Section 3</i> of the LBR Instructions (pages 15 through 27) been followed?	Y	Y	Y		

3. EXHIBIT B (EXBR, EXB)

3.1 Is it apparent that there is a fund shift and were the issues entered into LAS/PBS correctly? Check D-3A funding shift issue 340XXX0 - a unique deduct and unique add back issue should be used to ensure fund shifts display correctly on the LBR exhibits.	N/A	N/A	N/A		
3.2 Are the 33XXXX0 issues negative amounts only and do not restore nonrecurring cuts from a prior year or fund any issues that net to a positive or zero amount? Check D-3A issues 33XXXX0 - a unique issue should be used for issues that net to zero or a positive amount.	N/A	N/A	N/A		

AUDITS:

3.3 Negative Appropriation Category Audit for Agency Request (Columns A03 and A04): Are all appropriation categories positive by budget entity at the FSI level? Are all nonrecurring amounts less than requested amounts? (NACR, NAC - Report should print "No Negative Appropriation Categories Found")	Y	Y	Y		
3.4 Current Year Estimated Verification Comparison Report: Is Column A02 equal to Column B07? (EXBR, EXBC - Report should print "Records Selected Net To Zero")	Y	Y	Y		

Action		Program or Service (Budget Entity Codes)				
		70450100	70450200	70450300		
TIP	Generally look for and be able to fully explain significant differences between A02 and A03.					
TIP	Exhibit B - A02 equal to B07: Compares Current Year Estimated column to a backup of A02. This audit is necessary to ensure that the historical detail records have not been adjusted. Records selected should net to zero.					
TIP	Requests for appropriations which require advance payment authority must use the sub-title "Grants and Aids". For advance payment authority to local units of government, the Aid to Local Government appropriation category (05XXXX) should be used. For advance payment authority to non-profit organizations or other units of state government, the Special Categories appropriation category (10XXXX) should be used.					
4. EXHIBIT D (EADR, EXD)						
4.1	Is the program component objective statement consistent with the agency LRPP, and does it conform to the directives provided on page 59 of the LBR Instructions?	Y	Y	Y		
4.2	Is the program component code and title used correct?	Y	Y	Y		
TIP	Fund shifts or transfers of services or activities between program components will be displayed on an Exhibit D whereas it may not be visible on an Exhibit A.					
5. EXHIBIT D-1 (ED1R, EXD1)						
5.1	Are all object of expenditures positive amounts? (This is a manual check.)	Y	Y	Y		
AUDITS:						
5.2	Do the fund totals agree with the object category totals within each appropriation category? (ED1R, XD1A - Report should print "No Differences Found For This Report")	Y	Y	Y		
5.3	FLAIR Expenditure/Appropriation Ledger Comparison Report: Is Column A01 less than Column B04? (EXBR, EXBB - Negative differences need to be corrected in Column A01.)	Y	Y	Y		
5.4	A01/State Accounts Disbursements and Carry Forward Comparison Report: Does Column A01 equal Column B08? (EXBR, EXBD - Differences need to be corrected in Column A01.)	Y	Y	Y		
TIP	If objects are negative amounts, the agency must make adjustments to Column A01 to correct the object amounts. In addition, the fund totals must be adjusted to reflect the adjustment made to the object data.					
TIP	If fund totals and object totals do not agree or negative object amounts exist, the agency must adjust Column A01.					
TIP	Exhibit B - A01 less than B04: This audit is to ensure that the disbursements and carry/certifications forward in A01 are less than FY 2009-10 approved budget. Amounts should be positive.					
TIP	If B08 is not equal to A01, check the following: 1) the initial FLAIR disbursements or carry forward data load was corrected appropriately in A01; 2) the disbursement data from departmental FLAIR was reconciled to State Accounts; and 3) the FLAIR disbursements did not change after Column B08 was created.					
6. EXHIBIT D-3 (ED3R, ED3) (Not required in the LBR - for analytical purposes only.)						
6.1	Are issues appropriately aligned with appropriation categories?	Y	Y	Y		

Action		Program or Service (Budget Entity Codes)				
		70450100	70450200	70450300		
TIP Exhibit D-3 is no longer required in the budget submission but may be needed for this particular appropriation category/issue sort. Exhibit D-3 is also a useful report when identifying negative appropriation category problems.						
7. EXHIBIT D-3A (EADR, ED3A)						
7.1	Are the issue titles correct and do they clearly identify the issue? (See pages 15 through 31 of the LBR Instructions.)	Y	Y	Y		
7.2	Does the issue narrative adequately explain the agency's request and is the explanation consistent with the LRPP? (See page 65 of the LBR Instructions.)	Y	Y	Y		
7.3	Does the narrative for Information Technology (IT) issue follow the additional narrative requirements described on pages 66 through 69 of the LBR Instructions?	N/A	N/A	N/A		
7.4	Are all issues with an IT component identified with a "Y" in the "IT COMPONENT?" field? If the issue contains an IT component, has that component been identified and documented?	N/A	N/A	N/A		
7.5	Does the issue narrative explain any variances from the Standard Expense and Human Resource Services Assessments package? Is the nonrecurring portion in the nonrecurring column? (See pages E-4 and E-5 of the LBR Instructions.)	Y	Y	Y		
7.6	Does the salary rate request amount accurately reflect any new requests and are the amounts proportionate to the Salaries and Benefits request? Note: Salary rate should always be annualized.	Y	Y	Y		
7.7	Does the issue narrative thoroughly explain/justify all Salaries and Benefits amounts entered into the Other Salary Amounts transactions (OADA/C)? Amounts entered into OAD are reflected in the Position Detail of Salaries and Benefits section of the Exhibit D-3A.	Y	Y	Y		
7.8	Does the issue narrative include the Consensus Estimating Conference forecast, where appropriate?	Y	Y	Y		
7.9	Does the issue narrative reference the specific county(ies) where applicable?	Y	Y	Y		
7.10	Do the 160XXX0 issues reflect budget amendments that have been approved (or in the process of being approved) and that have a recurring impact (including Lump Sums)? Have the approved budget amendments been entered in Column A18 as instructed in Memo #11-006?	Y	Y	Y		
7.11	When appropriate are there any 160XXX0 issues included to delete positions placed in reserve in the OPB Position and Rate Ledger (e.g. unfunded grants)? Note: Lump sum appropriations not yet allocated should <u>not</u> be deleted. (PLRR, PLMO)	Y	Y	Y		
7.12	Does the issue narrative include plans to satisfy additional space requirements when requesting additional positions?	Y	Y	Y		

Action		Program or Service (Budget Entity Codes)				
		70450100	70450200	70450300		
7.13	Has the agency included a 160XXX0 issue and 210XXXX and 260XXX0 issues as required for lump sum distributions?	Y	Y	Y		
7.14	Do the amounts reflect appropriate FSI assignments?	Y	Y	Y		
7.15	Do the issues relating to <i>salary and benefits</i> have an "A" in the fifth position of the issue code (XXXXAXX) and are they self-contained (not combined with other issues)? (See page 26 and 86 of the LBR Instructions.)	Y	Y	Y		
7.16	Do the issues relating to <i>Information Technology (IT)</i> have a "C" in the sixth position of the issue code (36XXXXCX) and are the correct issue codes used (361XXC0, 362XXC0, 363XXC0, 17C01C0, 17C02C0, 17C03C0, 24010C0, 33001C0 or 55C01C0)?	N/A	N/A	N/A		
7.17	Are the issues relating to <i>major audit findings and recommendations</i> properly coded (4A0XXX0, 4B0XXX0)?	N/A	N/A	N/A		
AUDIT:						
7.18	Are all FSI's equal to '1', '2', '3', or '9'? There should be no FSI's equal to '0'. (EADR, FSIA - Report should print "No Records Selected For Reporting")	Y	Y	Y		
7.19	Does the General Revenue for 160XXXX issues net to zero? (GENR, LBR1)	Y	Y	Y		
7.20	Does the General Revenue for 180XXXX issues net to zero? (GENR, LBR2)	Y	Y	Y		
7.21	Does the General Revenue for 200XXXX issues net to zero? (GENR, LBR3)	N/A	N/A	N/A		
7.22	Have FCO appropriations been entered into the nonrecurring column A04? (GENR, LBR4 - Report should print "No Records Selected For Reporting" or a listing of D-3A issue(s) assigned to Debt Service (IOE N) or in some cases State Capital Outlay - Public Education Capital Outlay (IOE L))	N/A	N/A	N/A		
TIP	Salaries and Benefits amounts entered using the OADA/C transactions must be thoroughly justified in the D-3A issue narrative. Agencies can run OADA/OADR from STAM to identify the amounts entered into OAD and ensure these entries have been thoroughly explained in the D-3A issue narrative.					
TIP	The issue narrative must completely and thoroughly explain and justify each D-3A issue. Agencies must ensure it provides the information necessary for the OPB and legislative analysts to have a complete understanding of the issue submitted. Thoroughly review pages 64 through 70 of the LBR Instructions.					
TIP	Check BAPS to verify status of budget amendments. Check for reapprovals not picked up in the General Appropriations Act. Verify that Lump Sum appropriations in Column A02 do not appear in Column A03. Review budget amendments to verify that 160XXX0 issue amounts correspond accurately and net to zero for General Revenue funds.					
TIP	If an agency is receiving federal funds from another agency the FSI should = 9 (Transfer - Recipient of Federal Funds). The agency that originally receives the funds directly from the federal agency should use FSI = 3 (Federal Funds).					
TIP	If an appropriation made in the FY 2009-10 General Appropriations Act duplicates an appropriation made in substantive legislation, the agency must create a unique deduct nonrecurring issue to eliminate the duplicated appropriation. Normally this is taken care of through line item veto.					

Action		Program or Service (Budget Entity Codes)			
		70450100	70450200	70450300	
8. SCHEDULE I & RELATED DOCUMENTS (SC1R, SC1 - Budget Entity Level or SC1R, SC1D - Department Level)					
8.1	Has a separate department level Schedule I and supporting documents package been submitted by the agency?	Department Level			
8.2	Has a Schedule I been completed in LAS/PBS for each operating trust fund?	Department Level			
8.3	Have the appropriate Schedule I supporting documents been included for the trust funds (Schedule IA, Schedule IB, Schedule IC, and Reconciliation to Trial Balance)?	Department Level			
8.4	Have the Examination of Regulatory Fees Part I and Part II forms been included for the applicable regulatory programs?	Department Level			
8.5	Have the required detailed narratives been provided (5% trust fund reserve narrative; method for computing the distribution of cost for general management and administrative services narrative; adjustments narrative; revenue estimating methodology narrative)?	Department Level			
8.6	Has the Inter-Agency Transfers Reported on Schedule I form been included as applicable for transfers totaling \$100,000 or more for the fiscal year?	Department Level			
8.7	If the agency is scheduled for the annual trust fund review this year, have the Schedule ID and applicable draft legislation been included for recreation, modification or termination of existing trust funds?	Department Level			
8.8	If the agency is scheduled for the annual trust fund review this year, have the necessary trust funds been requested for creation pursuant to <i>section 215.32(2)(b), Florida Statutes</i> - including the Schedule ID and applicable legislation?	Department Level			
8.9	Are the revenue codes correct? In the case of federal revenues, has the agency appropriately identified direct versus indirect receipts (object codes 000700, 000750, 000799, 001510 and 001599)?	Department Level			
8.10	Are the statutory authority references correct?	Department Level			
8.11	Are the General Revenue Service Charge percentage rates used for each revenue source correct? (Refer to Chapter 2009-78, Laws of Florida, for appropriate general revenue service charge percentage rates.)	Department Level			
8.12	Is this an accurate representation of revenues based on the most recent Consensus Estimating Conference forecasts?	Department Level			
8.13	If there is no Consensus Estimating Conference forecast available, do the revenue estimates appear to be reasonable?	Department Level			
8.14	Are the federal funds revenues reported in Section I broken out by individual grant? Are the correct CFDA codes used?	Department Level			
8.15	Are anticipated grants included and based on the state fiscal year (rather than federal fiscal year)?	Department Level			
8.16	Are the Schedule I revenues consistent with the FSI's reported in the Exhibit D-3A?	Department Level			
8.17	If applicable, are nonrecurring revenues entered into Column A04?	Department Level			
8.18	Has the agency certified the revenue estimates in columns A02 and A03 to be the latest and most accurate available? Does the certification include a statement that the agency will notify OPB of any significant changes in revenue estimates that occur prior to the Governor's Budget Recommendations being issued?	Department Level			
8.19	Is a 5% trust fund reserve reflected in Section II? If not, is sufficient justification provided for exemption? Are the additional narrative requirements provided?	Department Level			

Action		Program or Service (Budget Entity Codes)				
		70450100	70450200	70450300		
8.20	Are appropriate service charge nonoperating amounts included in Section II?	Department Level				
8.21	Are nonoperating expenditures to other budget entities/departments cross-referenced accurately?	Department Level				
8.22	Do transfers balance between funds (within the agency as well as between agencies)? (See also 8.6 for required transfer confirmation of amounts totaling \$100,000 or more.)	Department Level				
8.23	Are nonoperating expenditures recorded in Section II and adjustments recorded in Section III?	Department Level				
8.24	Are prior year September operating reversions appropriately shown in column A01?	Department Level				
8.25	Are current year September operating reversions appropriately shown in column A02?	Department Level				
8.26	Does the Schedule IC properly reflect the unreserved fund balance for each trust fund as defined by the LBR Instructions, and is it reconciled to the agency accounting records?	Department Level				
8.27	Does Column A01 of the Schedule I accurately represent the actual prior year accounting data as reflected in the agency accounting records, and is it provided in sufficient detail for analysis?	Department Level				
8.28	Does Line I of Column A01 (Schedule I) equal Line K of the Schedule IC?	Department Level				
AUDITS:						
8.29	Is Line I a positive number? (If not, the agency must adjust the budget request to eliminate the deficit).	Department Level				
8.30	Is the June 30 Adjusted Unreserved Fund Balance (Line I) equal to the July 1 Unreserved Fund Balance (Line A) of the following year? (SC1R, SC1A - Report should print "No Discrepancies Exist For This Report")	Department Level				
8.31	Has a Department Level Reconciliation been provided for each trust fund and does Line A of the Schedule I equal the CFO amount? If not, the agency must correct Line A. (SC1R, DEPT)	Department Level				
TIP	The Schedule I is the most reliable source of data concerning the trust funds. It is very important that this schedule is as accurate as possible!					
TIP	Determine if the agency is scheduled for trust fund review. (See page 125 of the LBR Instructions.)					
TIP	Review the unreserved fund balances and compare revenue totals to expenditure totals to determine and understand the trust fund status.					
TIP	Typically nonoperating expenditures and revenues should not be a negative number. Any negative numbers must be fully justified.					
9. SCHEDULE II (PSCR, SC2)						
AUDIT:						
9.1	Is the pay grade minimum for salary rate utilized for positions in segments 2 and 3? (BRAR, BRAA - Report should print "No Records Selected For This Request") Note: Amounts other than the pay grade minimum should be fully justified in the D-3A issue narrative. (See <i>Base Rate Audit</i> on page 157 of the LBR Instructions.)	Y	Y	Y		
10. SCHEDULE III (PSCR, SC3)						
10.1	Is the appropriate lapse amount applied in Segment 3? (See page 87 of the LBR Instructions.)	Y	Y	Y		

Action		Program or Service (Budget Entity Codes)				
		70450100	70450200	70450300		
10.2	Are amounts in <i>Other Salary Amount</i> appropriate and fully justified? (See page 94 of the LBR Instructions for appropriate use of the OAD transaction.) Use OADI or OADR to identify agency other salary amounts requested.	Y	Y	Y		
11. SCHEDULE IV (EADR, SC4)						
11.1	Are the correct Information Technology (IT) issue codes used?	N/A	N/A	N/A		
TIP	If IT issues are not coded correctly (with "C" in 6th position), they will not appear in the Schedule IV.					
12. SCHEDULE VIIIA (EADR, SC8A)						
12.1	Is there only one #1 priority, one #2 priority, one #3 priority, etc. reported on the Schedule VIII-A? Are the priority narrative explanations adequate?	Department Level				
13. SCHEDULE VIIIB-1 (EADR, S8B1)						
13.1	Do the reductions comply with the instructions provided on pages 98 through 101 of the LBR Instructions regarding a 5% reduction in recurring and nonrecurring General Revenue and Trust Funds?	Department Level				
14. SCHEDULE VIIIB-2 (EADR, S8B2)						
14.1	Do the reductions comply with the instructions provided on pages 102 through 104 of the LBR Instructions regarding a 15% reduction in recurring General Revenue and Trust Funds?	Department Level				
15. SCHEDULE XI (LAS/PBS Web - see page 108 of the LBR Instructions for detailed instructions)						
15.1	Has the Schedule XI one page summary Excel file been e-mailed to OPB at OPB.UnitCostSummary@laspbs.state.fl.us? Agencies are required to generate this spreadsheet via the LAS/PBS Web. (Note: Pursuant to <i>section 216.023(4)(b), Florida Statutes</i> , the Legislature can reduce the funding level for any agency that does not provide this information.)	Department Level				
15.2	Do the PDF files uploaded to the Florida Fiscal Portal for the LRPP and LBR match the Excel file e-mailed to OPB?	Department Level				
AUDITS INCLUDED IN THE SCHEDULE XI REPORT:						
15.3	Does the FY 2009-10 Actual (prior year) Expenditures in Column A36 reconcile to Column A01? (GENR, ACT1)	Y	Y	Y		
15.4	None of the executive direction, administrative support and information technology statewide activities (ACT0010 thru ACT0490) have output standards (Record Type 5)? (Audit #1 should print "No Activities Found")	N/A	N/A	N/A		
15.5	Does the Fixed Capital Outlay (FCO) statewide activity (ACT0210) only contain 08XXXX or 14XXXX appropriation categories? (Audit #2 should print "No Operating Categories Found")	N/A	N/A	N/A		
15.6	Has the agency provided the necessary demand (Record Type 5) for all activities which <u>should</u> appear in Section II? (Note: Audit #3 will identify those activities that do NOT have a Record Type '5' and have not been identified as a 'Pass Through' activity. These activities will be displayed in Section III with the 'Payment of Pensions, Benefits and Claims' activity and 'Other' activities. Verify if these activities should be displayed in Section III. If not, an output standard would need to be added for that activity and the Schedule XI submitted again.)	Y	Y	Y		
15.7	Does Section I (Final Budget for Agency) and Section III (Total Budget for Agency) equal? (Audit #4 should print "No Discrepancies Found")	Y	Y	Y		
TIP	If Section I and Section III have a small difference, it may be due to rounding and therefore will be acceptable.					

	Program or Service (Budget Entity Codes)			
Action	70450100	70450200	70450300	

16. MANUALLY PREPARED EXHIBITS & SCHEDULES

16.1	Do exhibits and schedules comply with LBR Instructions (pages 110 through 154 of the LBR Instructions), and are they accurate and complete?	Y	Y	Y		
16.2	Are appropriation category totals comparable to Exhibit B, where applicable?	Y	Y	Y		
16.3	Are agency organization charts (Schedule X) provided and at the appropriate level of detail?	Department Level				

AUDITS - GENERAL INFORMATION

TIP	Review <i>Section 6: Audits</i> of the LBR Instructions for a list of audits and their descriptions.	
TIP	Reorganizations may cause audit errors. Agencies must indicate that these errors are due to an agency reorganization to justify the audit error.	

17. CAPITAL IMPROVEMENTS PROGRAM (CIP)

17.1	Are the CIP-2, CIP-3, CIP-A and CIP-B forms included?	N/A	N/A	N/A		
17.2	Are the CIP-4 and CIP-5 forms submitted when applicable (see CIP Instructions)?	N/A	N/A	N/A		
17.3	Do all CIP forms comply with CIP Instructions where applicable (see CIP Instructions)?	N/A	N/A	N/A		
17.4	Does the agency request include 5 year projections (Columns A03, A06, A07, A08 and A09)?	N/A	N/A	N/A		
17.5	Are the appropriate counties identified in the narrative?	N/A	N/A	N/A		
17.6	Has the CIP-2 form (Exhibit B) been modified to include the agency priority for each project and the modified form saved as a PDF document?	N/A	N/A	N/A		
TIP	Requests for Fixed Capital Outlay appropriations which are Grants and Aids to Local Governments and Non-Profit Organizations must use the Grants and Aids to Local Governments and Non-Profit Organizations - Fixed Capital Outlay major appropriation category (140XXX) and include the sub-title "Grants and Aids". These appropriations utilize a CIP-B form as justification.					

18. FLORIDA FISCAL PORTAL

18.1	Have all files been assembled correctly and posted to the Florida Fiscal Portal as outlined in the Florida Fiscal Portal Submittal Process?	Y	Y	Y		
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