

SCHEDULE A  
INMATE TELEPHONE LOCATIONS  
FOR YAKIMA COUNTY JAIL

Telephone No	Customer Name	Street Address	City	State Code	Postal Code	Product Category Name
5095759414	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759598	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759596	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759890	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759971	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759967	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759802	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759745	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759943	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759741	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759956	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759954	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759885	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759994	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759985	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759761	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759878	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759878	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759875	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759873	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759871	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759858	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759885	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759844	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759844	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759841	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759838	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759881	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759878	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759876	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759873	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759870	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759869	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759863	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759860	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759855	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759858	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759851	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759730	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759795	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759785	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759835	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759814	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759883	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759857	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759882	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759904	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759886	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759780	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759857	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759899	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759891	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759844	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate
5095759784	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2638	inmate

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Telephone No	Customer Name	Street Address	City	State Code	Postal Code	Product Category Name
5095759782	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Inmate
5095759982	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Inmate
5095759856	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Inmate
5095759879	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Inmate
5095759887	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Inmate
5095759885	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Inmate
5094579239	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Public Coin
5094579238	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Public Coin
5095759757	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Inmate
5095759781	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Inmate
5095759780	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Inmate
5095759779	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Inmate
5095759778	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Inmate
5095759775	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Inmate
5095759775	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Inmate
5095759772	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Inmate
5095759771	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Inmate
5095759769	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Inmate
5095759769	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Inmate
5095759768	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Inmate
5095759764	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Inmate
5095759763	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Inmate
5095759762	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Inmate
5095759761	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Inmate
5095759755	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Inmate
5095759754	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Inmate
5095759753	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Inmate
5095759752	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Inmate
5095759751	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Inmate
5095759750	Yakima County Jail	111 N FRONT ST	YAKIMA	WA	98901-2636	Inmate
5094520192	Yakima County Restitution Center	2403 S 18TH ST	UNION GAP	WA	98903-1637	Charge-A- Call
5094526985	Yakima County Restitution Center	2403 S 18TH ST	UNION GAP	WA	98903-1637	Charge-A- Call
5094579263	Yakima County Restitution Center	2403 S 18TH ST	UNION GAP	WA	98903-1637	Public Coin
5094595619	Yakima County Restitution Center	2403 S 18TH ST	UNION GAP	WA	98903-1637	Charge-A- Call
5094591579	Yakima County Restitution Center	2403 S 18TH ST	UNION GAP	WA	98903-1637	Charge-A- Call
5094579261	Yakima County Restitution Center	2403 S 18TH ST	UNION GAP	WA	98903-1637	Charge-A- Call
5094579262	Yakima County Restitution Center	2403 S 18TH ST	UNION GAP	WA	98903-1637	Public Coin
5094527399	Yakima County Restitution Center	2403 S 18TH ST	UNION GAP	WA	98903-1637	Charge-A- Call
5094590502	Yakima County Restitution Center	2403 S 18TH ST	UNION GAP	WA	98903-1637	Charge-A- Call
509457280	Yakima County Restitution Center	2403 S 18TH ST	UNION GAP	WA	98903-1637	Charge-A- Call
5094530782	Yakima County Restitution Center	2403 S 18TH ST	UNION GAP	WA	98903-1637	Charge-A- Call
5094528689	Yakima County Restitution Center	2403 S 18TH ST	UNION GAP	WA	98903-1637	Charge-A- Call
5094560430	Yakima County Restitution Center	2403 S 18TH ST	UNION GAP	WA	98903-1637	Charge-A- Call
5094570431	Yakima County Restitution Center	2403 S 18TH ST	UNION GAP	WA	98903-1637	Charge-A- Call
5094534981	Yakima County Restitution Center	2403 S 18TH ST	UNION GAP	WA	98903-1637	Charge-A- Call
5094571101	Yakima County Restitution Center	2403 S 18TH ST	UNION GAP	WA	98903-1637	Charge-A- Call
5094532518	Yakima County Restitution Center	2403 S 18TH ST	UNION GAP	WA	98903-1637	Charge-A- Call

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Telephone No	Customer Name	Street Address	City	State Code	Postal Code	Product Category Name
5094694353	Yaloma County Restitution Center	2408 S 18TH ST	UNION GAP	WA	98905-1837	Charge- Call

SCHEDULE B  
COMMISSION SCHEDULE  
FOR YAKIMA COUNTY JAIL

FSH agrees to pay Space Provider compensation for Inmate Telephone Service based upon five percent (5%) of gross billed local, intraLATA, interLATA, Interstate, and International collect debit, and prepaid collect call revenue as billed by FSH's underlying telecommunication providers, exclusive of calls where no billing and collection agreements exist.

Commission Checks are to be mailed to the following address:

Yakima County Jail  
Purchasing Department  
Attn:  
128 North 2<sup>nd</sup> Street  
Yakima, WA 98901

SCHEDULE C  
TERMINATION LIABILITY  
FOR YAKIMA COUNTY JAIL

TELEPHONE EQUIPMENT INVESTMENT: Termination liability applies to new Telephone installations only. This charge does not apply to installed Telephones that are temporarily removed for purposes of construction, for safety reasons, or due to closure of a facility. In the event of removal of Telephones for reasons other than for the reasons stated above, the termination charge shall be \$318.45 (three hundred and eighteen dollars and forty-five cents) for each new inmate telephone, reduced by \$8.85 for each month the inmate telephone is in service after the installation date. Termination charges may also apply for the unamortized associated expenses of the ancillary equipment installed on premises that are used to support the function of the Telephones.

Net Unamortized Capital:	\$173.69 / Set
Installation Cost:	\$144.76 / Set
Removal Cost:	\$ N/A / Set
	\$318.45 / Set

# FSH Communications

## INMATE TELEPHONE SERVICE AGREEMENT

This Agreement is made and entered into by and between FSH Communications, LLC ("FSH"), a Delaware corporation, and Yakima County Jail ("Space Provider") with a principal place of business at Yakima, Washington for the provision of pay telephones and/or inmate and pay telephone service (Telephones) and ancillary inmate communications (equipment) as defined herein ("Agreement"). For purposes of clarity, both pay telephones and inmate telephones will be referred to as "Telephones" in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants made herein, the parties agree as follows:

1. **TERM.** This Agreement is effective on the latest signature date ("Effective Date"), and shall continue in effect for a period of three (3) years ("Initial Term") from the Effective Date. Upon completion of the Initial Term, this Agreement Yakima County will have the option to renew the Agreement on a yearly basis for two (2) successive one-year renewal terms, not to exceed a total of five (5) years. Each renewal will be based on a yearly review of services provided by FSH and its subcontractors.

### 2. SCOPE OF AGREEMENT

2.1. In consideration of compensation provided herein, Space Provider grants to FSH exclusive right to install and maintain Telephones and/or Inmate Telephone Systems within its building on its private property ("Location") during the term of this Agreement. FSH and Yakima County have agreed upon specific rates for inmate collect, debit and advance pay calls.

The rates established may be adjusted by mutual consent with a minimum of ninety (90) days notice to the other party. Any request for rate adjustment must be accompanied by supporting documentation. The rates agreed upon for all collect, debit and advance pay calls are:

CALL TYPE	RATES		
	Surcharge	First Minute	Payphone Surcharge
Local	\$2.50	\$0.00	\$0.00
Intra-ATA	\$2.50	\$0.00	\$0.00
Inter-ATA/Intrastate	\$3.95	\$0.59	\$0.40
Interstate	\$3.95	\$0.69	\$0.60

Local and Intra-ATA calls will be a maximum of fifteen (15) minutes.

This Agreement applies to all Telephone(s) currently installed ("existing") and to all future installations ("new").

2.2. This Agreement includes all other premises, whether now existing (if a competing provider has a contract and equipment at such premises, this clause applies at the earliest termination opportunity) or subsequently acquired, under the control of Space Provider within FSH's service areas. Space Provider will advise FSH in writing, of newly opened, acquired, or available premises, promptly, so FSH can evaluate installation of its Telephones at these premises.

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2.3 In consideration of the compensation paid to Space Provider under this Agreement, Space Provider expressly waives carrier selection rights, where applicable, and FSH expressly reserves the right to select and/or contract for the local, intraLATA and interLATA carrier selections for the telephones subject to this Agreement and intended for placement at Space Provider locations.

### 3. RESPONSIBILITY OF FSH

FSH agrees to:

- 3.1. Install Telephones at locations mutually agreed upon by both parties.
- 3.2. Jointly determine with Space Provider the appropriate number of Telephones to be installed at each location.
- 3.3. Service and repair Telephones and Inmate Telephone System provided by FSH at FSH's expense, except as otherwise agreed upon herein.
- 3.4. Comply with the Americans with Disabilities Act (ADA) as it relates to the FSH provided equipment.
- 3.5. Upgrade the current inmate telephone system platform to include monitoring and recording as described in the FSH response to Yakima County's Request for Proposal (RFP) for Inmate Telephone Services issued October 10, 2005.

### 4. RESPONSIBILITY OF SPACE PROVIDER

Space Provider agrees to:

- 4.1. Provide adequate space for Telephones and easy accessibility for use during the normal operating hours of Space Provider. In the event Space Provider is not the owner of the premises, Space Provider shall, where necessary, obtain permission from the building owner or owner's agent for the placement of FSH's Telephones and Inmate Telephone System, and shall be responsible for any fees for use of required rise cable and electric power.
- 4.2. Maintain the area around the Telephones and ensure safe and ready access to the users of the Telephones and to FSH.
- 4.3. Allow FSH access to perform maintenance during the established hours of accessibility jointly agreed to by Space Provider and FSH, except when access must be denied to ensure the safety of FSH service personnel and/or to maintain institutional control.
- 4.4. Space Provider agrees to allow FSH access to and use of house cable and inside wire at no cost, in order to install and provide telephone service. Any new house cable or inside wire required during the contract term will be at the sole expense of the Space Provider, unless otherwise negotiated with FSH. Light fiber is not defined as house cable or inside wire. Any expense incurred as a result of the expected use of light fiber will be at the sole expense of the Space Provider unless otherwise negotiated with FSH.
- 4.5. Any relocation, expansion, addition, or deletion of Telephones and equipment for reasons other than safety, resulting in extraordinary expense and expected to be paid for by FSH, must be agreed to by FSH in advance of the cost being incurred or alternatively, the cost be paid by Space Provider.
- 4.6. Exercise reasonable care to prevent the loss through theft and any damage to the Telephones from any source.

4.7. Space Provider may, at its option, purchase and provide enclosures at their own expense for Telephones. In the event Space Provider elects to provide enclosures, Space Provider shall be responsible for installation and maintenance of said enclosures.

4.8. Space Provider warrants that it has the authority to enter into this Inmate Telephone Service Agreement with FSH. Space Provider further warrants that the Telephones as mentioned in Schedule A, attached hereto and incorporated herein by this reference, are on property owned by the Space Provider or if Space Provider is not the owner of the premises, Space Provider has obtained permission from the building owner or owner's agent to enter into this Agreement.

5. **OWNERSHIP.** FSH is and shall remain the owner of the Telephones and Inmate Telephone System provided by FSH whether or not physically attached to real estate.

6. **FURTHER LOCATIONS AND TELEPHONES.** The parties may add location(s) and Telephone(s) to this Agreement, but additions will not be made without the express agreement of the parties. Additions may be evidenced by a written memorandum between the parties, but FSH's business office records, unless clearly erroneous, will be binding on the parties. Additions will not change the initial or any renewal terms or the expiration date of this Agreement.

7. **COMMISSION.** FSH agrees to pay Space Provider a commission in accordance with Schedule B, attached hereto and incorporated herein by this reference. Payment shall be in the form of commission checks made payable to Space Provider.

8. **TERMINATION LIABILITY.** If Telephones are removed by Space Provider, during the term of this Agreement, Space Provider shall be liable to FSH for a termination charge as set forth in Schedule C, attached hereto and incorporated herein by this reference. This provision shall not apply to the temporary removal of Telephones by Space Provider or upon Space Provider's request, for space remodeling, construction work, or for safety reasons.

9. **LIMITATION OF LIABILITY.** In the event of a service interruption caused by FSH, FSH liability shall be limited to the use of reasonable diligence under the circumstances, for restoration of service. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST STATION REVENUES, LOSS OF PROFITS OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION NEGLIGENCE, PERFORMANCE OR FAILURE TO PERFORM, EXCEPT AS SET FORTH UNDER THE TERMINATION LIABILITY PROVISION HEREIN.

10. **EXCUSED PERFORMANCE.** Space Provider shall not be subject to Termination Liability if the cause of removal is directly related to the cessation of Space Provider's business operations. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement caused by circumstances beyond the reasonable control of the party affected, including, but not limited to, acts of the elements or natural disasters, strikes, power failures, civil or military emergencies or acts of legislative, judicial or other civil authorities.

11. **DEFAULT.** If either party fails to perform its obligations under this Agreement, failure shall constitute default and, in such event, written notice shall be given to provide an opportunity to remedy such default. Should the defaulting party fail to remedy such default within ten (10) days from date of such notice, the non-defaulting party shall have the right, in addition to all other rights and remedies available at law or in equity, to terminate this Agreement in whole or in part.

12. **ADVERTISING/PUBLICITY.** Space Provider may not make any disclosure to any other person or any public announcement regarding this Agreement or any relation between FSH (and/or any of its affiliate's) names, marks, codes, drawings, or specifications without FSH's prior written consent, unless required by law.



FSH shall have the right to terminate this Agreement and any other agreements between the parties if Space Provider violates this provision.

13. **INSURANCE.** At all times during the term of this Agreement, FSH and its subcontractors shall maintain in effect the following types and amounts of insurance:

i. Employers' Liability Insurance - \$5,000,000 per incident and \$1,000,000 per person.

ii. Commercial General Liability Insurance with Bodily Injury Liability and Property Damage Liability Combined Single Limit  
- \$5,000,000 per incident and  
- \$1,000,000 per person.

iii. Commercial Automobile Liability as follows: Combined Bodily Injury and Property Damage Single Limit - \$5,000,000 combined single limit for each incident and \$1,000,000 per person.

iv. Workers' Compensation - FSH shall comply with all Workers' Compensation requirements in the states in which FSH will provide services to Space Provider under this Agreement.

14. **INDEMNIFICATION.** FSH shall indemnify and save harmless the Space Provider from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including, but not limited to, reasonable attorney's fees and/or litigation expenses, which may be brought or made against or incurred by Space Provider on account of loss or damage to any property or for injuries or death of any person, caused by, arising out of, or contributed to, in part by reasons of any negligent act, omission, professional error, fault, mistake, or negligence of FSH, its employees, agents, representatives, or sub-contractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of FSH and/or its sub-contractors or claims under similar such laws or obligations. FSH's obligations under this section shall not extend to any liability caused by the negligence of Space Provider, or its employees.

15. **NOTICES.** Any notices or other communications to be given under this Agreement shall be sent to the following persons:

**FOR SPACE PROVIDER:**

Attn: Michael Berrvessa  
Yakima County Jail  
111 North Front Street  
Yakima, WA 98901

**FOR FSH:**

Attn: Joanna Howard  
3215 S. 116<sup>th</sup>, Suite 121  
Tulwila, WA 98168

Copy to:

FSH Legal Department  
Attn: Michael L. Johnson, Esq.  
100 W. Monroe, Suite 2101  
Chicago, IL 60603

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16. **REGULATORY.** The parties acknowledge that underlying telecommunications services may be provided by regulated telecommunications providers and, where applicable, provider tariffs, catalogs and price lists may apply.

17. **LAWFULNESS OF AGREEMENT.** The parties acknowledge that this Agreement is subject to applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders governing the provision of inmate telecommunications services.

18. **NONWAIVER.** The failure of either party to enforce strict performance of any provision of this Agreement shall not be construed as a waiver of its right to assert or rely upon such provision or any other provision of this Agreement.

19. **GOVERNING LAW.** This Agreement shall be interpreted, construed and enforced in all aspects in accordance with the laws of the State in which the inmate telephone and public telephone service is provided.

20. **SUCCESSORS AND ASSIGNS.** This Agreement shall be fully binding upon, inure to the benefit of and be enforceable by each party, their successors and assigns. No assignment of any right or interest in this Agreement (whether by contract, operation of law or otherwise) shall release or relieve either party of any of its obligations or liabilities under this Agreement.

21. **ASSIGNMENT.** Neither party shall assign its rights nor delegate its duties under this Agreement without the prior written consent of the other party, except, either party may assign this Agreement to a parent, subsidiary or affiliated company by providing thirty (30) days written notice to the other party.

22. **AMENDMENTS AND MODIFICATIONS.** Amendments and modifications to this Agreement, except for additions or deletions of Telephones as described above, must be in writing and signed by an authorized representative of each Party.

23. **SEVERABILITY.** In the event that a court, governmental agency, or regulatory body with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.

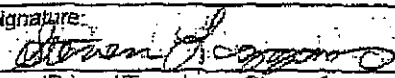
24. **RELATIONSHIP OF THE PARTIES.** FSH is an independent contractor of Space Provider. FSH represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Space Provider. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. It is further agreed by FSH that it shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither FSH nor any employee of FSH shall be deemed an officer, employee, or agent of the Space Provider.

25. **NON-APPROPRIATIONS CLAUSE.** FSH acknowledges that the Space Provider is a governmental entity, and the Agreement validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of the Space Provider's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the Space Provider after written notice to FSH of the unavailability and non-appropriation of public funds. It is expressly agreed that the Space

Provider shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure.

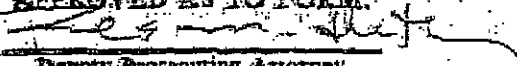
26. **CANCELLATIONS.** FSH and the Space Provider agree that this Agreement is subject to the cancellation provisions of A.R.S. §39-511.

27. **ENTIRE AGREEMENT.** This Agreement, including all schedules, amendments and exhibits, constitutes the entire Agreement between the parties and supersedes all prior agreements and oral or written representations with respect to the subject matter hereto.


Space Provider: Yakima County Jail	FSH Communications, LLC
Signature:	Signature: 
Name Printed/Typed	Name Printed/Typed: Steven Loggans
Title:	Title: Vice President and General Manager
Date	Date: FEBRUARY 8, 2007
Federal Tax ID Number: XXXXXXXXXX	

*See next page*

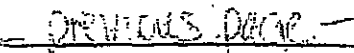
**APPROVED AS TO FORM:**

  
Deputy Prosecuting Attorney  
of Yakima County, Washington

Attest:

  
Christina S. Steiner  
Deputy Clerk of the Board


Approved as to Form:

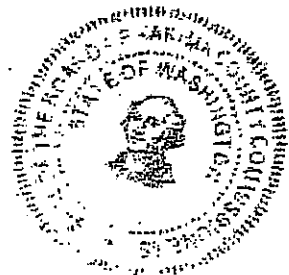
  
Drewius Deane  
Deputy Prosecuting Attorney

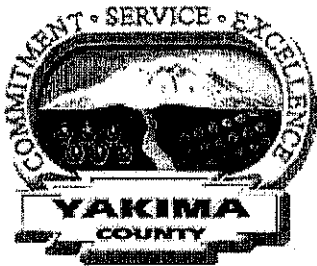
BOARD OF YAKIMA COUNTY  
COMMISSIONERS.

  
Michael D. Leita, Chairman

  
Ronald F. Gamache, Commissioner

  
Rand Elliott, Commissioner  
Constituting the Board of County Commissioners for Yakima  
County, Washington





**James P. Hagarty**  
Yakima County Prosecuting Attorney

Corporate Counsel Division  
128 North Second Street, Room 211  
Yakima, WA 98901  
Phone: (509) 574-1200 Fax: (509) 574-1201  
Web Site: <http://co.yakima.wa.us/pa/>

Chief Civil Deputy  
Terry D. Austin

Deputies  
Daniel D. Clark  
Paul McIlrath  
Stefanie Weigand

September 5, 2013

David Ganim  
Prison Legal News  
P.O. Box 1151  
Lake Worth, FL 33460

RE: Public Records Act Request

Dear Mr. Ganim:

As a follow-up to my letter to you dated, August 23, 2013, please be advised that the following records have been received in response to your records request received by Yakima County on August 2, 2013.

2. Records documenting all commissions, site commissions or other similar fees consisting of a percentage of the revenue generated by inmate phone calls, or related to inmate phone services, that were paid to Yakima County pursuant to its contract with its inmate phone service provider. (Bates Nos. 21 - 34).

The documents showing the Inmate telephone revenues for 2013-2009 are attached to this letter with the amounts highlighted in the documents. In summary, in 2013, there has been revenue of \$143,448. In 2012, there was revenue of \$238,646 while in 2011, there was revenue of \$290,894. In 2010, there was revenue of \$503,629 and in 2009, \$402,614. These amounts from the Yakima County Department of Corrections accounts are highlighted in the responsive documents. This response will be supplemented with the contracts for inmate telephone services, which are responsive to Request No. 1 in the Yakima County Department of Corrections' next installment.

3. All policies or other records documenting, authorizing, limiting or describing how the inmate phone service commission payments are to be used (e.g., whether such payments are used for inmate phone programs or revert to the Sheriff's Office or county's general fund).

There are no written Yakima County or Yakima County Department of Corrections' policies regarding how the inmate phone services commission payments are to be used, however, it is the practice of Yakima County Department of Corrections that the commission payments are used for inmate services and programming, including food, clothing, programming opportunities, and medical care for the inmates. The commission payments do not revert back to the general fund. The payments are not used by any other Yakima County Department.

4. All audits, conducted by any agency, of the county's inmate phone services or of the commission payments received pursuant to its inmate phone service contract.

The Yakima County Department of Corrections is not aware of any audits dealing the topic of inmate phone service. Yakima County has been the subject of a general audit, of course.

8. The institutional policy or policies that govern visits to prisoners held in the detention facilities operated by Yakima County.

Please see the documents provided to you and enclosed in the August 23, 2013, letter to you, and sent again to you electronically on August 26, 2013.

As with the Yakima County Department of Corrections' previous production, this is a partial production of documents as my clients are still gathering documents that are responsive to your request. I anticipate that the final production of documents will be available on or before Monday, September 16, 2013.

Pursuant to RCW 42.56.120, a reasonable copying charge may be imposed by a responding agency. Yakima County charges \$.15 per page for public records requests. A total of 14 pages have been copied with a cost of \$2.10. Please make the check payable to Yakima County Department of Corrections.

If you have any questions, please do not hesitate to contact me.

Sincerely,

JAMES P. HAGARTY  
Prosecuting Attorney



Cindy Erwin, Paralegal

enclosures

Cc: Sandra Bess, Office Supervisor

GL787

Fin Rev GF Revenue - DOC

Report Format 904

January 1, 2013 through August 31, 2013

Transaction status 1  
Rounding to Whole Dollars

67% of year completed

		Current Actual	YTD Actual	2 0 1 3 Budget	Annual Variance	YTD % Var
Department of Corrections						
REVENUES						
Beg Fund Bal - Assigned						
108 10830850001	Beginning Fund Bal Assigned			58,312	58,312	
-----						
Bas 30850	Beg Fund Bal - Assigned			58,312	58,312	
US Dept of Justice						
108 10833116571	State Crim Alien Assist-SCAA			75,000	75,000	
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Bas 33116	US Dept of Justice			75,000	75,000	
Sales of Prepared Meals						
108 10834172001	Juvenile Meal Pmt	68,724	68,724	140,000	71,276	
-----						
Bas 34172	Sales of Prepared Meals	68,724	68,724	140,000	71,276	
Sales Nontaxable Merchandise						
108 10834175005	Sales NT Merch-Commissary	100,396	100,396	150,000	49,604	1
-----						
Bas 34175	Sales Nontaxable Merchandise	100,396	100,396	150,000	49,604	1
Charges for Detention/Cor Serv						
108 10834230001	House Pris-US Marshall	974,231	974,231	1,604,000	629,769	1
108 10834230002	House Pris-INS	25,268	25,268	92,538	67,270	
108 10834230003	House Pris-Grandview	1,429	1,429	3,559	2,130	
108 10834230004	House Pris-Granger	1,073	1,073	3,559	2,487	
108 10834230006	House Pris-Mabton	1,711	1,711	5,930	4,219	
108 10834230007	House Pris-Moxee	25,869	25,869	23,725	2,144-	1
108 10834230009	House Pris-Selah	10,790	10,790	16,608	5,818	1
108 10834230010	House Pris-Sunnyside	1,559	1,559	29,656	28,097	
108 10834230011	House Pris-Tieton	3,835	3,835	7,118	3,283	1
108 10834230012	House Pris-Toppenish	7,561	7,561	9,490	1,929	1
108 10834230013	House Pris-Union Gap	13,376	13,376	142,350	128,974	
108 10834230014	House Pris-Wapato	1,918	1,918	8,304	6,387	
108 10834230016	House Pris-Yakima	916,667	916,667	2,200,000	1,283,333	
108 10834230017	House Pris-Zillah	1,321	1,321	1,186	135-	1
108 10834230020	House Pris-King Co Consor	7,719	7,719		7,719-	
108 10834230021	House Pris-State DOC	472,636	472,636	1,085,875	613,239	
-----						
Bas 34230	Charges for Detention/Cor Serv	2,466,964	2,466,964	5,233,898	2,766,934	
House/Monitoring of Prisoners						
108 10834236001	Housing-Agency Home Detentio	10,687	10,687	5,000	5,687-	2
108 10834236003	Housing-Client Home Detentio	260,080	260,080	395,000	134,920	1
108 10834236005	Work Ethics Client	102	102		102-	
-----						
Bas 34236	House/Monitoring of Prisoners	270,869	270,869	400,000	129,131	1

January 1, 2013 through August 31, 2013

Transaction status 1  
Rounding to Whole Dollars

67% of year completed

		Current Actual	YTD Actual	2 0 1 3 Budget	Annual Variance	YTD % Var
Department of Corrections						
REVENUES						
Investment Interest						
108 10836111001	Investment Interest	7,039	7,039		7,039-	
Bas 36111 Investment Interest		7,039	7,039		7,039-	
Unrealized Gains/Losses on Inv						
108 10836132001	Unrealized Gain/Losses on In	2,181-	2,181-		2,181	
Bas 36132 Unrealized Gains/Losses on Inv		2,181-	2,181-		2,181	
Other Interest Earnings						
108 10836190001	Other Interest Earnings	50	50		50-	
Bas 36190 Other Interest Earnings		50	50		50-	
Unclaimed Money & Proceeds						
108 10836920001	Unclaimed Property	1-	1-		1	
Bas 36920 Unclaimed Money & Proceeds		1-	1-		1	
Other Misc Revenue						
108 10836990001	Other Misc Revenue	2,632	2,632	1,000	1,632-	3
108 10836990003	Misc-Inmate Telephone	143,448	143,448	250,000	106,552	1
108 10836990008	Misc-Medical Serv Reimburse	115,104	115,104	350,000	234,896	
108 10836990011	Misc-Reimb of Costs	887	887	1,000	113	1
108 10836990018	Misc-Work Crews	137	137		137-	
108 10836990029	Reimburse of Costs - SSA	30,600	30,600	60,000	29,400	1
108 10836990031	Misc-Medical Clinic Reimburs	11,831	11,831	15,000	3,169	1
Bas 36990 Other Misc Revenue		304,639	304,639	677,000	372,361	
Operating Transfers In						
108 10839700002	Operating Transfer In - GF	8,855,348	8,855,348	13,283,022	4,427,674	1
108 10839700121	Operating Transfer In-Tax Le	1,622,987	1,622,987	2,878,200	1,255,213	1
108 10839700122	Operating Tsf In-Mental Heal	52,216	52,216	93,000	40,784	1
Bas 39700 Operating Transfers In		10,530,551	10,530,551	16,254,222	5,723,671	1
Typ 003	REVENUES	13,747,050	13,747,050	22,988,432	9,241,382	1
Report Final Totals		13,747,050	13,747,050	22,988,432	9,241,382	1



January 1,2012 through December 31,2012 Transaction status 1  
 100% of year completed Rounding to Whole Dollars

		Current Actual	YTD Actual	2 0 1 2 Budget	Annual Variance	YTD % Var
Department of Corrections						
REVENUES						
Beginning Fund Balance						
108	10830800001			1,193,075	1,193,075	
Bas 30800				1,193,075	1,193,075	
US Dept of Justice						
108	10833116571	118,244	118,244	150,000	31,756	1
108	10833116671	309	309		309-	
Bas 33116		118,553	118,553	150,000	31,447	1
Detention and/or Corrections						
108	10833823001	1,929,110	1,929,110	1,696,539	232,571-	1
108	10833823004	68,707	68,707	92,538	23,831	1
108	10833823005	11,495	11,495	9,490	2,005-	1
108	10833823006	1,853	1,853	11,863	10,011	
108	10833823007	3,185	3,185		3,185-	
108	10833823008	2,275	2,275	5,931	3,656	
108	10833823009	40,310	40,310	35,588	4,722-	1
108	10833823010	8,923-	8,923-		8,923	
108	10833823011	36,553	36,553	42,705	6,152	1
108	10833823012	19,526	19,526	59,313	39,787	
108	10833823013	18,753	18,753	17,794	959-	1
108	10833823014	6,700	6,700	11,863	5,163	1
108	10833823015	79,706	79,706	166,075	86,369	
108	10833823016	8,494	8,494	14,235	5,741	1
108	10833823017	2,199,043	2,199,043	2,200,000	957	1
108	10833823018	1,430	1,430	7,118	5,688	
108	10833823021	685	685	47,450	46,765	
108	10833823022	1,809,807	1,809,807	2,482,000	672,193	1
Bas 33823		6,228,708	6,228,708	6,900,502	671,794	1
Sales of Taxable Merchandise						
108	10834171005			200,000	200,000	
Bas 34171				200,000	200,000	
Sales Nontaxable Merchandise						
108	10834175005	154,326	154,326		154,326-	
Bas 34175		154,326	154,326		154,326-	
Charges for Detention/Cor Serv						
108	10834230021	3,315	3,315		3,315-	
Bas 34230		3,315	3,315		3,315-	

GL787

Fin Rev GF Revenue - DOC

Report Format 904

January 1, 2012 through December 31, 2012

Transaction status 1  
Rounding to Whole Dollars

100% of year completed

		Current Actual	YTD Actual	2 0 1 2 Budget	Annual Variance	YTD % Var
Department of Corrections						
REVENUES						
House/Monitoring of Prisoners						
108 10834236001	Housing-Agency Home Detentio	25,870	25,870	10,000	15,870-	3
108 10834236003	Housing-Client Home Detentio	346,342	346,342	500,000	153,658	1
108 10834236005	Work Ethics Client	270	270		270-	
<hr/>						
Bas 34236	House/Monitoring of Prisoners	372,483	372,483	510,000	137,517	1
Juvenile Services						
108 10834927001	Juvenile Meal Pmt	130,948	130,948	150,000	19,052	1
<hr/>						
Bas 34927	Juvenile Services	130,948	130,948	150,000	19,052	1
Investment Interest						
108 10836111001	Investment Interest	16,963	16,963	40,000	23,037	
<hr/>						
Bas 36111	Investment Interest	16,963	16,963	40,000	23,037	
Unrealized Gains/Losses on Inv						
108 10836132001	Unrealized Gain/Losses on In	8,633-	8,633-		8,633	
<hr/>						
Bas 36132	Unrealized Gains/Losses on Inv	8,633-	8,633-		8,633	
Other Interest Earnings						
108 10836190001	Other Interest Earnings	95	95		95-	
<hr/>						
Bas 36190	Other Interest Earnings	95	95		95-	
Unclaimed Money & Proceeds						
108 10836920001	Unclaimed Property	3,191	3,191		3,191-	
<hr/>						
Bas 36920	Unclaimed Money & Proceeds	3,191	3,191		3,191-	
Other Misc Revenue						
108 10836990001	Other Misc Revenue	1,693	1,693	500	1,193-	3
108 10836990003	Misc-Inmate Telephone	238,646	238,646	450,000	211,354	1
108 10836990008	Misc-Medical Serv Reimburse	344,315	344,315	500,000	155,685	1
108 10836990011	Misc-Reimb of Costs	2,325	2,325	1,000	1,325-	2
108 10836990018	Misc-Work Crews	226	226		226-	
108 10836990020	Misc-Stamp Reimbursements			15,000	15,000	
108 10836990029	Reimburse of Costs - SSA	43,400	43,400	60,000	16,600	1
108 10836990030	Misc Revenue-Firing Range	2,800	2,800		2,800-	
108 10836990031	Misc-Medical Clinic Reimburs	18,803	18,803	15,000	3,803-	1
<hr/>						
Bas 36990	Other Misc Revenue	652,209	652,209	1,041,500	389,291	1
Proceeds From Sale/Capital Ast						
108 10839510001	Proceeds from Sale/Fixed Ass	41	41		41-	

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GL787

Fin Rev GF Revenue - DOC

Report Format 904

January 1,2012 through December 31,2012

Transaction status 1  
Rounding to Whole Dollars

100% of year completed

	Current Actual	YTD Actual	2 0 1 2 Budget	Annual Variance	YTD % Var
Department of Corrections					
REVENUES					
Bas 39510 Proceeds From Sale/Capital Ast	41	41		41-	
Operating Transfers In					
108 10839700002 Operating Transfer In - GF	11,851,723	11,851,723	11,251,723	600,000-	1
108 10839700113 Operating Transfer In-DOC Co			5,385,020	5,385,020	
108 10839700114 Operating Transfer In-DOC ER	350,000	350,000		350,000-	
Bas 39700 Operating Transfers In	12,201,723	12,201,723	16,636,743	4,435,020	1
Typ 003 REVENUES	19,873,920	19,873,920	26,821,820	6,947,900	1
Report Final Totals	19,873,920	19,873,920	26,821,820	6,947,900	1

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Fin Rev GF Revenue - DOC

Report Format 904

January 1,2011 through December 31,2011

Transaction status 1  
Rounding to Whole Dollars

100% of year completed

		Current Actual	YTD Actual	2 0 1 1 Budget	Annual Variance	YTD % Var
Department of Corrections						
REVENUES						
Beginning Fund Balance						
108 10830800001	Begin Unreserv Fund Balance			4,300,000	4,300,000	
Bas 30800 Beginning Fund Balance				4,300,000	4,300,000	
US Dept of Justice						
108 10833116571	State Crim Alien Assist-SCAA	125,718	125,718	150,000	24,282	1
Bas 33116 US Dept of Justice		125,718	125,718	150,000	24,282	1
Detention and/or Corrections						
108 10833823001	House of Pris-US Marshal	2,421,170	2,421,170	3,084,615	663,445	1
108 10833823004	House of Pris-INS	86,200	86,200	154,231	68,031	1
108 10833823005	House of Pris-Grandview	4,967	4,967	14,554	9,587	
108 10833823006	House of Pris-Granger	5,789	5,789	29,109	23,320	
108 10833823007	House of Pris-Harrah	1,755	1,755		1,755-	
108 10833823008	House of Pris-Mabton	10,015	10,015	4,657	5,358-	2
108 10833823009	House of Pris-Moxee	50,987	50,987	43,663	7,324-	1
108 10833823010	House of Pris-Naches	16,907	16,907		16,907-	
108 10833823011	House of Pris-Selah	41,674	41,674	52,396	10,722	1
108 10833823012	House of Pris-Sunnyside	97,021	97,021	84,415	12,606-	1
108 10833823013	House of Pris-Tieton	16,548	16,548	23,287	6,739	1
108 10833823014	House of Pris-Toppenish	13,256	13,256	10,188	3,068-	1
108 10833823015	House of Pris-Union Gap	325,291	325,291	224,137	101,154-	1
108 10833823016	House of Pris-Wapato	27,209	27,209	23,287	3,922-	1
108 10833823017	House of Pris-Yakima	1,742,722	1,742,722	1,251,676	491,046-	1
108 10833823018	House of Pris-Zillah	1,780	1,780	8,150	6,370	
108 10833823021	House of Pris-King Co Consor	262,520	262,520	9,648,045	9,385,525	
108 10833823022	House of Pris-State DOC	3,789,348	3,789,348		3,789,348-	
108 10833823023	House of Pris-State OAA			4,790,625	4,790,625	
Bas 33823 Detention and/or Corrections		8,915,159	8,915,159	19,447,035	10,531,876	
Sales of Taxable Merchandise						
108 10834171005	Sales of Merchand-Commissary			250,000	250,000	
Bas 34171 Sales of Taxable Merchandise				250,000	250,000	
Sales Nontaxable Merchandise						
108 10834175005	Sales NT Merch-Commissary	177,030	177,030		177,030-	
Bas 34175 Sales Nontaxable Merchandise		177,030	177,030		177,030-	
House/Monitoring of Prisoners						
108 10834236001	Housing-Agency Home Detentio	7,002	7,002	45,000	37,999	
108 10834236003	Housing-Client Home Detentio	437,421	437,421	325,000	112,421-	1
108 10834236005	Work Ethics Client	106	106		106-	

GL787

Fin Rev GF Revenue - DOC

Report Format 904

January 1,2011 through December 31,2011

Transaction status 1  
Rounding to Whole Dollars

100% of year completed

		Current Actual	YTD Actual	2 0 1 1 Budget	Annual Variance	YTD & Var
Department of Corrections						
REVENUES						
Bas 34236	House/Monitoring of Prisoners	444,529	444,529	370,000	74,529-	1
Juvenile Services						
108 10834927001	Juvenile Meal Pmt	131,357	131,357		131,357-	
Bas 34927	Juvenile Services	131,357	131,357		131,357-	
Investment Interest						
108 10836111001	Investment Interest	41,592	41,592	25,001	16,591-	2
Bas 36111	Investment Interest	41,592	41,592	25,001	16,591-	2
Unrealized Gains/Losses on Inv						
108 10836132001	Unrealized Gain/Losses on In	15,179	15,179		15,179-	
Bas 36132	Unrealized Gains/Losses on Inv	15,179	15,179		15,179-	
Other Interest Earnings						
108 10836190001	Other Interest Earnings	2,821	2,821		2,821-	
Bas 36190	Other Interest Earnings	2,821	2,821		2,821-	
Sale of Scrap and Junk						
108 10836910001	Sale of Scrap and Junk	1,300	1,300		1,300-	
Bas 36910	Sale of Scrap and Junk	1,300	1,300		1,300-	
Unclaimed Money & Proceeds						
108 10836920001	Unclaimed Property	5,195	5,195		5,195-	
Bas 36920	Unclaimed Money & Proceeds	5,195	5,195		5,195-	
Other Misc Revenue						
108 10836990001	Other Misc Revenue	1,760	1,760	500	1,260-	4
108 10836990003	Misc-Inmate Telephone	290,894	290,894	630,000	339,106	
108 10836990008	Misc-Medical Serv Reimburse	611,906	611,906	650,000	38,094	1
108 10836990009	Misc-Extradistion Reimburse	54	54		54-	
108 10836990011	Misc-Reimb of Costs	1,814	1,814	1,000	814-	2
108 10836990018	Misc-Work Crews	10,073	10,073		10,073-	
108 10836990020	Misc-Stamp Reimbursements			15,000	15,000	
108 10836990029	Reimburse of Costs - SSA	58,600	58,600	50,000	8,600-	1
108 10836990031	Misc-Medical Clinic Reimburs	17,404	17,404	10,000	7,404-	2
Bas 36990	Other Misc Revenue	992,505	992,505	1,356,500	363,995	1

GL787

Fin Rev GF Revenue - DOC

Report Format 904

January 1,2011 through December 31,2011

Transaction status 1  
Rounding to Whole Dollars

100% of year completed

	Current Actual	YTD Actual	2 0 1 1 Budget	Annual Variance	YTD % Var
Department of Corrections					
REVENUES					
Proceeds From Sale/Capital Ast					
108 10839510001	Proceeds from Sale/Fixed Ass	667	667	667-	
Bas 39510	Proceeds From Sale/Capital Ast	667	667	667-	
Operating Transfers In					
108 10839700002	Operating Transfer In - GF	11,146,074	11,146,074	10,646,074	500,000- 1
Bas 39700	Operating Transfers In	11,146,074	11,146,074	10,646,074	500,000- 1
Typ 003	REVENUES	21,999,128	21,999,128	36,544,610	14,545,482 1
Report Final Totals		21,999,128	21,999,128	36,544,610	14,545,482 1

GL787

Fin Rev GF Revenue - DOC

Report Format 904

January 1,2010 through December 31,2010

Transaction status 1  
Rounding to Whole Dollars

100% of year completed

		Current Actual	YTD Actual	2 0 1 0 Budget	Annual Variance	YTD % Var
Department of Corrections						
REVENUES						
Beginning Fund Balance						
108 108330800001	Begin Unreserv Fund Balance			3,220,403	3,220,403	
Bas 30800 Beginning Fund Balance				3,220,403	3,220,403	
US Dept of Justice						
108 10833116571	State Crim Alien Assist-SCAA	168,524	168,524	150,000	18,524-	1
Bas 33116 US Dept of Justice		168,524	168,524	150,000	18,524-	1
State Grants						
108 10833404703	ESD Make it Work	3,710	3,710		3,710-	
Bas 33404 State Grants		3,710	3,710		3,710-	
Detention and/or Corrections						
108 10833823001	House of Pris-US Marshal	2,901,090	2,901,090	2,689,775	211,315-	1
108 10833823004	House of Pris-INS	89,170	89,170	294,838	205,668	
108 10833823005	House of Pris-Grandview	9,513	9,513	20,376	10,863	
108 10833823006	House of Pris-Granger	13,421	13,421	10,188	3,233-	1
108 10833823008	House of Pris-Mabton	2,970	2,970	5,822	2,852	1
108 10833823009	House of Pris-Moxee	37,824	37,824	52,396	14,572	1
108 10833823011	House of Pris-Selah	63,940	63,940	55,307	8,633-	1
108 10833823012	House of Pris-Sunnyside	75,717	75,717	72,772	2,945-	1
108 10833823013	House of Pris-Tieton	12,758	12,758	1,164	11,594-	11
108 10833823014	House of Pris-Toppenish	11,930	11,930	20,376	8,446	1
108 10833823015	House of Pris-Union Gap	310,839	310,839	247,424	63,415-	1
108 10833823016	House of Pris-Wapato	23,367	23,367	50,940	27,573	
108 10833823017	House of Pris-Yakima	1,087,993	1,087,993	1,558,774	470,781	1
108 10833823018	House of Pris-Zillah	5,400	5,400	6,113	713	1
108 10833823021	House of Pris-King Co Consor	10,905,607	10,905,607	10,537,550	368,057-	1
108 10833823022	House of Pris-State DOC	4,746,424	4,746,424		4,746,424-	
108 10833823023	House of Pris-State OAA			2,988,818	2,988,818	
108 10833823025	House of Pris-Out of County			11,644	11,644	
Bas 33823 Detention and/or Corrections		20,297,964	20,297,964	18,624,277	1,673,687-	1
Sales of Taxable Merchandise						
108 10834171005	Sales of Merchand-Commissary	83,247	83,247	140,000	56,753	1
Bas 34171 Sales of Taxable Merchandise		83,247	83,247	140,000	56,753	1
Sales Nontaxable Merchandise						
108 10834175005	Sales NT Merch-Commissary	558,727	558,727	520,000	38,727-	1
Bas 34175 Sales Nontaxable Merchandise		558,727	558,727	520,000	38,727-	1

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Transaction status 1  
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100% of year completed

	Current Actual	YTD Actual	2 0 1 0 Budget	Annual Variance	YTD % Var	
Department of Corrections						
REVENUES						
House/Monitoring of Prisoners						
108 10834236001	Housing-Agency Home Detentio	68,935	68,935	40,000	28,935-	2
108 10834236003	Housing-Client Home Detentio	442,054	442,054	300,000	142,054-	1
108 10834236005	Work Ethics Client	654	654	41,000	40,346	
108 10834236006	Work Ethics Agency	2,679	2,679		2,679-	
108 10834236007	Housing-Pre Trial	1,375-	1,375-	6,500	7,875	
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Bas 34236	House/Monitoring of Prisoners	512,947	512,947	387,500	125,447-	1
Investment Interest						
108 10836111001	Investment Interest	32,865	32,865	56,097	23,232	1
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Bas 36111	Investment Interest	32,865	32,865	56,097	23,232	1
Unrealized Gains/Losses on Inv						
108 10836132001	Unrealized Gain/Losses on In	9,061-	9,061-		9,061	
<hr/>						
Bas 36132	Unrealized Gains/Losses on Inv	9,061-	9,061-		9,061	
Other Interest Earnings						
108 10836190001	Other Interest Earnings	85	85		85-	
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Bas 36190	Other Interest Earnings	85	85		85-	
Sale of Scrap and Junk						
108 10836910001	Sale of Scrap and Junk	95	95		95-	
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Bas 36910	Sale of Scrap and Junk	95	95		95-	
Unclaimed Money & Proceeds						
108 10836920001	Unclaimed Property	3,665	3,665		3,665-	
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Bas 36920	Unclaimed Money & Proceeds	3,665	3,665		3,665-	
Cashier's Overages & Shortages						
108 10836981001	Cashiers Over/Short	271-	271-		271	
<hr/>						
Bas 36981	Cashier's Overages & Shortages	271-	271-		271	
Other Misc Revenue						
108 10836990001	Other Misc Revenue	6,026	6,026	500	5,526-	12
108 10836990003	Misc-Inmate Telephone	503,629	503,629	450,000	53,629-	1
108 10836990008	Misc-Medical Serv Reimburse	1,300,259	1,300,259	400,000	900,259-	3
108 10836990011	Misc-Reimb of Costs	2,994	2,994	1,000	1,994-	3
108 10836990018	Misc-Work Crews	75,518	75,518	125,000	49,482	1
108 10836990020	Misc-Stamp Reimbursements	16,690	16,690	15,000	1,690-	1
108 10836990029	Reimburse of Costs - SSA	65,800	65,800	60,000	5,800-	1



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		Current	YTD	2 0 1 0	Annual	YTD
		Actual	Actual	Budget	Variance	% Var
Department of Corrections						
REVENUES						
Other Misc Revenue						
108	10836990031	Misc-Medical Clinic Reimburs	22,226	22,226	10,000	12,226- 2
Bas 36990		Other Misc Revenue	1,993,141	1,993,141	1,061,500	931,641- 2
Operating Transfers In						
108	10839700002	Operating Transfer In - GF	11,143,945	11,143,945	11,429,887	285,942 1
108	10839700114	Operating Transfer In-DOC ER	37,740	37,740		37,740-
Bas 39700		Operating Transfers In	11,181,685	11,181,685	11,429,887	248,202 1
Typ	003	REVENUES	34,827,322	34,827,322	35,589,664	762,342 1
Report Final Totals			34,827,322	34,827,322	35,589,664	762,342 1

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Transaction status 1  
Rounding to Whole Dollars

100% of year completed

		Current Actual	YTD Actual	2 0 0 9 Budget	Annual Variance	YTD % Var
Department of Corrections						
REVENUES						
Beginning Fund Balance						
108 10830800001	Begin Unreserv Fund Balance			3,485,919	3,485,919	
Bas 30800 Beginning Fund Balance				3,485,919	3,485,919	
US Dept of Justice						
108 10833116571	State Crim Alien Assist-SCAA	234,793	234,793	234,793		1
Bas 33116 US Dept of Justice		234,793	234,793	234,793		1
Detention and/or Corrections						
108 10833823001	House of Pris-US Marshal	2,546,903	2,546,903	2,730,656	183,754	1
108 10833823004	House of Pris-INS	332,898	332,898	364,088	31,190	1
108 10833823005	House of Pris-Grandview	10,320	10,320	15,604	5,284	1
108 10833823006	House of Pris-Granger	7,205	7,205	7,802	597	1
108 10833823008	House of Pris-Mabton	4,987	4,987	5,202	215	1
108 10833823009	House of Pris-Moxee	35,745	35,745	33,808	1,937	1
108 10833823011	House of Pris-Selah	51,711	51,711	58,514	6,803	1
108 10833823012	House of Pris-Sunnyside	53,501	53,501	44,211	9,290	1
108 10833823013	House of Pris-Tieton	11,243	11,243	9,102	2,141	1
108 10833823014	House of Pris-Toppenish	8,856	8,856	5,201	3,655	2
108 10833823015	House of Pris-Union Gap	337,166	337,166	260,063	77,103	1
108 10833823016	House of Pris-Wapato	32,099	32,099	32,508	409	1
108 10833823017	House of Pris-Yakima	1,601,161	1,601,161	1,482,353	118,808	1
108 10833823018	House of Pris-Zillah	3,186	3,186	4,161	975	1
108 10833823021	House of Pris-King Co Consor	9,741,976	9,741,976	10,059,546	317,570	1
108 10833823022	House of Pris-State DOC	3,403,380	3,403,380		3,403,380	
108 10833823023	House of Pris-State OAA			3,225,409	3,225,409	
108 10833823025	House of Pris-Out of County	2,244	2,244	7,802	5,558	
Bas 33823 Detention and/or Corrections		18,184,579	18,184,579	18,346,030	161,451	1
Sales of Taxable Merchandise						
108 10834171005	Sales of Merchand-Commissary	82,848	82,848	150,000	67,152	1
Bas 34171 Sales of Taxable Merchandise		82,848	82,848	150,000	67,152	1
Sales Nontaxable Merchandise						
108 10834175005	Sales NT Merch-Commissary	598,952	598,952	550,000	48,952	1
Bas 34175 Sales Nontaxable Merchandise		598,952	598,952	550,000	48,952	1
House/Monitoring of Prisoners						
108 10834236001	Housing-Agency Home Detentio	57,740	57,740	40,000	17,740	1
108 10834236003	Housing-Client Home Detentio	332,384	332,384	313,500	18,884	1
108 10834236005	Work Ethics Client	45,423	45,423	40,000	5,423	1
108 10834236006	Work Ethics Agency	4,982	4,982		4,982	

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		Current Actual	YTD Actual	2 0 0 9 Budget	Annual Variance	YTD % Var
Department of Corrections						
REVENUES						
House/Monitoring of Prisoners						
108 10834236007	Housing-Pre Trial	9,973	9,973	6,500	3,473-	2
Bas 34236	House/Monitoring of Prisoners	450,502	450,502	400,000	50,502-	1
Investment Interest						
108 10836111001	Investment Interest	50,561	50,561	45,000	5,561-	1
Bas 36111	Investment Interest	50,561	50,561	45,000	5,561-	1
Unrealized Gains/Losses on Inv						
108 10836132001	Unrealized Gain/Losses on In	4,696	4,696		4,696-	
Bas 36132	Unrealized Gains/Losses on Inv	4,696	4,696		4,696-	
Other Interest Earnings						
108 10836190001	Other Interest Earnings	89	89		89-	
Bas 36190	Other Interest Earnings	89	89		89-	
Unclaimed Money & Proceeds						
108 10836920001	Unclaimed Property	1,967	1,967		1,967-	
Bas 36920	Unclaimed Money & Proceeds	1,967	1,967		1,967-	
Cashier's Overages & Shortages						
108 10836981001	Cashiers Over/Short	1,414-	1,414-		1,414	
Bas 36981	Cashier's Overages & Shortages	1,414-	1,414-		1,414	
Other Misc Revenue						
108 10836990001	Other Misc Revenue	6,309	6,309	500	5,809-	13
108 10836990003	Misc-Inmate Telephone	402,614	402,614	500,000	97,386	1
108 10836990008	Misc-Medical Serv Reimburse	1,047,793	1,047,793	775,000	272,793-	1
108 10836990011	Misc-Reimb of Costs	814	814	1,000	186	1
108 10836990018	Misc-Work Crews	151,053	151,053	200,000	48,947	1
108 10836990020	Misc-Stamp Reimbursements	20,271	20,271	15,000	5,271-	1
108 10836990029	Reimburse of Costs - SSA	49,600	49,600	60,000	10,400	1
108 10836990031	Misc-Medical Clinic Reimburs	15,494	15,494	10,000	5,494-	2
Bas 36990	Other Misc Revenue	1,693,948	1,693,948	1,561,500	132,448-	1
Operating Transfers In						
108 10839700002	Operating Transfer In - GF	11,001,502	11,001,502	11,001,502		1
Bas 39700	Operating Transfers In	11,001,502	11,001,502	11,001,502		1
Typ 003	REVENUES	32,303,024	32,303,024	35,774,744	3,471,720	1

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	Current Actual	YTD Actual	2 0 0 9 Budget	Annual Variance	YTD % Var
Report Final Totals	32,303,024	32,303,024	35,774,744	3,471,720	1