

**THIRD AMENDMENT
TO
STATE CENTER AGREEMENT**

THIS THIRD AMENDMENT to the "State Center Agreement" modifies who shall be the authorized party for purposes of approving the distribution of funds from the TRAC account.

RECITALS

A. Paragraphs 6.1 and 6.2 of the State Center Agreement permit Amendments to the State Center Agreement, as long as such Amendments are signed by a duly authorized representative of the State Center and the Authorized Representative State, at the direction of and on behalf of the Executive Board.

B. NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree to change paragraph 2.3.2 of the Second Amendment to State Center Agreement as follows:

1. 2.3.2 is hereby changed as set forth below:

The State Center shall establish a sub-account for the TRAC Funds at Wells Fargo Advisors, a financial institution selected by the State Center. Wells Fargo is acceptable to the State of Arizona as a depository to handle the TRAC Funds provided by Western Union (the "TRAC Account"). The State Center shall maintain and administer all monies deposited in the TRAC Account, including the TRAC Funds, all interest thereon, and any other monies deposited in the TRAC Account, in trust exclusively for TRAC Purposes, including the expenses relating to the TRAC Account. The State Center shall distribute such funds in the TRAC account, in accordance with the attached budget and as directed by the TRAC Director and approved by the Arizona Attorney General or his duly authorized designee. Any non-budgeted TRAC expenditures that exceed \$5,000 will also require the AZ AG Chief Deputy's approval and signature.

2. 2.3.3 is hereby changed as set forth below:

Checks and payments on the TRAC Account shall require two signatures. The State Center authorizes the (1) TRAC Director, and the Arizona Attorney General or his duly authorized designee of the AZ AG or (2) the TRAC Deputy Director and the Arizona Attorney General or his duly authorized designee to be dual signers on the

TRAC Account. Any interest accrued in the TRAC Account shall be deemed part of the TRAC Funds.

3. All other provisions of the Second Amendment to State Center Agreement shall remain in full force and effect as modified herein.

DATED this 12th day of August, 2014.

On Behalf of the CENTER FOR STATE
ENFORCEMENT OF ANTITRUST AND
CONSUMER PROTECTION LAWS, INC.



Stephen D. Houck

8/9/14

DATE

On Behalf of the STATE OF ARIZONA



Eric J. Bistrow

8-12-2014

DATE

[as designee of THOMAS C. HORNE, Attorney
General of Arizona, the Authorized Representative
State]

TRANSACTIONAL RECORD ANALYSIS CENTER ESTIMATED BUDGET

Personnel	Cost per Unit	Cost
Director		\$205,000.00
2 Financial Investigative Assistant		\$275,000.00
3 Analysts		\$390,000.00
1 Computer technician		\$145,000.00
	Per Year	\$1,015,000.00
Total Labor Cost	5 Years	\$5,075,000.00

Equipment	Cost per Unit	Cost
3 Laptop Computers	\$2,200.00	\$6,600.00
5 Desktop Computers	\$2,250.00	\$11,250.00
5 Cell phones	\$480.00	\$2,400.00
Admin Supplies	\$6,500.00	\$6,500.00
Total		\$26,750.00

Expenses/Services		Cost
Travel		\$40,000.00
Training		\$25,000.00
Computer/Communication Services		\$20,000.00
	Per Year	\$85,000.00
Total	5 Years	\$425,000.00

Infrastructure		Cost
Build out Construction		
Desks		
Chairs		
Cubicles		
Computer Servers		
File Cabinets		
Total		\$30,000.00

Data Maintenance		Cost
Security Software	1 time cost	\$250,000.00
License & Services		\$360,000.00
Data Maintenance Fee		\$325,000.00
Cloud services		\$3,500.00
	Per Year	\$938,500.00
Total	5 Years	\$3,692,500.00

TRAC TOTAL 5 YEAR COSTS		\$9,249,250.00
BUDGET	\$9,250,000.00	