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*Quote from the movie **Shooter**, "There's always one confused soul that thinks one man can make a difference, and you have to kill him to convince him otherwise..."*

Off the Record - For Background Purposes Only

Over the course of years in my role as Appropriations Chairman, I began to see a pattern of suspicious technology contracts. Every time I became aware of these irregularities, the former State CIO, Aaron Sandeen seemed to be involved.

It is my understanding that Aaron Sandeen, immediately following his departure from his position as State CIO, formed a business and began technology consulting for the State of Arizona *while* simultaneously lobbying for private sector technology clients wanting to do business with the state. If true, this is a clear conflict of interest. I believe his contracts are not easily understood because, at least some, are through the state's contract with Knowledge Services, with Sandeen providing a percentage back to Knowledge Services for letting him use their contract.

Sandeen recruited his former classmate, Morgan Reed, to be his successor at the state. Not long after Reed began as the State CIO, the same technology purchase irregularities started again.

In 2016, in an effort increase efficiencies and engage the private sector, I ran SB1434 which encouraged state agencies to migrate to a private sector cloud. I worked with representatives of Amazon, Dell and Google because of their expertise regarding cloud data services, to craft that portion of the bill. The bill also included an oversight provision that required all IT projects over \$2.5 million dollars request two bids. Projects did not have to *receive* two bids, merely request them. Over six months, I worked on the legislation which included modifications in conjunction with the Governor's Deputy Chief of Operations Henry Darwin and the State CIO Morgan Reed. The bill also required, after technology purchases had been made, DOA report how many bids they received along with a brief explanation as to why they chose the final bid. The theory being that such budgetary oversight would encourage competition and make it harder to play games. The bill was promptly vetoed.

I realized that something was very wrong. I believe that the bill was vetoed because Kirk Adams did not want the oversight on state technology purchases.

Purchases such as for Amazon Web Services for general cloud data storage which was not competitively bid. Under state law, that contract was not competitively bid because Amazon Web Services is “the sole source”, i.e. there are no other technology companies that offer cloud services, which is grossly inaccurate. It took me months and months to get a heavily redacted copy of the ‘no bid’ contract with Amazon Web Services (even some definitions are redacted), and the only reason I was able to receive it was because of the efforts of an honest man, Henry Darwin, the Governor’s former Deputy Director of Operations.

The rest of the story is my repeated attempts to get to the truth about these contracts. Every time I met with Danny Seiden, the only person in the Governor’s office I felt comfortable discussing these matters with, he would communicate my concerns to Kirk, and within a few days, Dennis Welch would begin following me with a camera or I was followed by a private investigator (see DPS report attached), or both. This was my experience before when Adams worked on the campaign for the candidate running against me and I had to obtain a restraining order against the private investigator back then, in 2014.

Which brings us to today.

I believe that because I advocated for a new procurement IT system that I was told by Director Brown, removes opportunities for bad actors because of its ability to accurately track who is responsible for each transaction, I upset Kirk Adams and Brian Townsend (a lobbyist paid by the old procurement system company).

I believe the former Director of Administration, Craig Brown is a good man and the state was lucky to have him.

November 2, 2017 was my final attempt to encourage Kirk Adams to clean up their own house. I told him if it wasn’t done before the start of the legislative session I would hold public hearings on technology procurement practices and would be willing to use my subpoena power as Chairman of Appropriations to get to the truth. I explained that I would obtain bank records or phone records or whatever else was necessary, I was going to get to the bottom of it. Yet, I wanted someone in the Governor’s administration to take care of it.

Five days later, Dennis Welch interviewed Representative Michelle Ugenti-Rita where she alleged I was one of the legislators who sexually harassed her.

I believe that Kirk (or Crooked Kirk as I now call him) or his dark money buddies

contacted Brian Townsend, who was already angry with me because of my work against his client. His client no longer receives large sums of money from the state. It would not surprise me if promises of dark money were offered to Michelle's congressional aspirations if she claimed I sexually harassed her. And the rest, they say, is history...

If there are errors in this document, they are honest errors. By that I mean they may be caused by trying to remember and reconstruct events that took place months—even years ago. Otherwise, I hope that I have sufficiently described the basis for my escalating concerns surrounding procurement irregularities involving Brian Townsend, and others.

With regard to Governor Ducey's direct involvement in these matters, my contact has always been with Kirk Adams and other members of his administration, never with Governor Ducey. Whether it was a negative media story or the hiring of private investigators or even Representative Michelle Ugenti-Rita's accusations, each came within days of my meetings with Kirk Adams where I continued to push him to address procurement issues.

What do I expect to happen as a result of these revelations?

I expect people to understand the context of recent events and my fight to protect the state from flawed practices and potential corruption. Other than that, history tells us not much will happen to the people responsible for these actions against the taxpayers. I just thought you should know...

Sincerely,

Don Shooter

January 2018

2017 Timeline
Documented Meetings and Phone calls relating to Procurement Concerns

January 5, 2017	Henry Darwin, Meeting, Shooter's Office
March 20, 2017	Danny Seiden, Meeting, Arranged over text 3/19/17 at 5:23pm, Listed in Outlook as "Danny per Gretchen Martinez", Location Unknown
April 4, 2017	Danny Seiden, Phone
April 5, 2017	Henry Darwin, Phone
April 12, 2017	Henry Darwin, Text requesting a quick meeting
April 13, 2017	Kirk Adams, Meeting, Executive Tower
April 27, 2017	Danny Seiden, Phone
April 28, 2017	<u>Dennis Welch "Hands Off Reporter/Middle Finger" Story</u>
May 1, 2017	Danny Seiden, Meeting regarding budget, location unknown
May 4, 2017	<u>Dennis Welch, Residency Story</u>
June 8, 2017	Craig Brown, Meeting, Shooter's Office
June 8, 2017	Henry Darwin and Morgan Reed, Meeting, Shooter's Office
June 18, 2017	Danny Seiden, Meeting
June 26, 2017	Joel Munter, Meeting
July 17, 2017	Craig Brown and Joel Munter, Meeting re: Procurement, Shooter's Office
July 26, 2017	Danny Seiden, Phone
August 16, 2017	Kirk Adams, Meeting, Kirk's Office
August 21, 2017	Danny Seiden, Phone
September 7, 2017	Craig Brown, Meeting, Shooter's Office
September 14, 2017	Craig Brown, Lunch Meeting, Durant's confirmed via text
September 20, 2017	Craig Brown, Stakeholder Meeting, ADOA
September 28, 2017	Craig Brown speaks with Kirk Adams
October 12, 2017	Danny Seiden, Phone
October 26, 2017	Danny Seiden, Meeting, Capitol Grill
November 2, 2017	Kirk Adams, Meeting
November 3, 2017	Brian Townsend removes himself as a lobbyist for Periscope
November 7, 2017	<u>Dennis Welch, Ugenti-Rita Story</u>

Procurement Concerns 2016 + Prior

While serving in the Arizona Senate (2013-2017), Senator Shooter was told of alleged instances of unfair practices including steering relating to state technology purchases. One example related to Don Shooter while he was serving in the Senate, was that Aaron Sandeen, the former Arizona State CIO, compelled a substantial financial investment in Hewlett Packard (HP) for the Department of Administration data center despite, at the same time, allegedly serving as a Member on the Hewlett Packard National Advisory Board.

Senator Shooter's suspicions were heightened when Sandeen hired both the spouse of an HP lobbyist, Rob Woods, to lead state strategic technology initiatives, then championed the HP lobbyist, Jennifer Woods¹ to become the Deputy State Procurement Director at the Department of Administration. (Jennifer Woods served only a short time before opening her technology procurement lobbying firm).

Senator Shooter was told of an incident, which, if true, lent credibility to rumors that Sandeen intervened and with bias, steered state dollars to select vendors. Senator Shooter was told that Sandeen instructed his team to complete a thorough, technical evaluation for a DOA mainframe computer project. After months of research, product demonstrations, checking references and price negotiations, his team selected a product and vendor. When Sandeen was provided the purchase order to sign and learned of the vendor selected, he allegedly became enraged, immediately tore up the purchase order and told his team member "No way that [X] company will get a contract. Give it to IBM!". Because the analysis had been objective and comprehensive, the team was allegedly shocked by Sandeen's furious response and counter directive. (I will ask the state employee who provided this information if he will come forward publicly. There are also witnesses with whom he spoke at the time of this alleged incident).

Senator Shooter was also told that the former DOA Procurement Director was allegedly advised of Sandeen's conduct surrounding the purchase order. Instead of moving forward with an IBM contract, the procurement director started over and

¹ *Lobbyist for HP announcing new role at Deputy Director of Procurement for State of Arizona, 8/2013 (Tab #3)*

rebid the contract.

Sandeen and two of his executive team members left the Department of Administration shortly after.

Henry Darwin, previously the Director of the Department of Environmental Quality (2011-2015) who also served as Governor Ducey's Deputy Chief of Operations (2015-2017), told Representative Shooter and another individual present (12/7/15) that while he was the Director of DEQ, Sandeen had forced DEQ to choose a vendor that the agency did not want to use and which required DEQ to spend an additional \$2M. Darwin remarked that he did not believe it was a coincidence that that vendor became a client of Sandeen immediately following Sandeen's departure from his position as the State CIO.

FOX IN THE HEN HOUSE

Sandeen Gets His Guy to Replace Him Sandeen Paid by State to Provide Technology Guidance While Paid to Consult + Lobby the State by Private Sector

A few months after the Governor Ducey was sworn in, Sandeen was allegedly retained by the state to consult on matters that included technology decisions. (*early 2015*). At the same time, on behalf of IBM, he led a tour of state legislators to Silicon Valley which included Senator Shooter and Senator Bob Worsley, to highlight the partnership between Apple and IBM. Sandeen advocated for the Apple/IBM partnership to assist the Department of Child Safety with its impending large-scale CHILDS (technology case management system) replacement. (*Travel + Tour 11/2/15*).

If proven, his contract with the state to provide unbiased technology guidance **while at the same time** paid by private technology interests to advocate for a specific vendor solution at DCS - was a conflict of interest. It would also appear to be in violation of the one year lobbying ban.² Despite this work with legislators, Sandeen

² *Aaron Sandeen AZSOS Lobbyist Registration (Tab #3)*

did not register as a lobbyist for corporations though he has functioned as a lobbyist under Arizona's lobbyist definition.³

Sandeen advocated for Morgan Reed to replace him as the State CIO⁴ (which Reed did after other candidates turned the position down. The CIO position was unfilled and an individual served as an interim CIO, for ten months). Previously, Sandeen recommended Reed be appointed to serve on the ITAC Committee, a committee at the Department of Administration which reviews procurement purchases over \$1M.

Joel Munter, the Statewide Procurement Group Manager, was allegedly hired based on the recommendation of Morgan Reed despite having no experience in government procurement. This unusual hire for such a high level, complex and technical position to facilitate massive state procurement purchases, raised red flags.

³ *Definition of Lobbyist under law as cited in Arizona Secretary of State Lobbyist Handbook (Tab #3)*

⁴ *Excerpts of relevant provisions from interview of Reed + Sandeen by Jennifer Woods in Arizona Capitol Times (Tab #3)*

From: Jenn Woods [<mailto:jennifer@triadvocates.com>]

Sent: Friday, April 26, 2013 1:51 PM

To: jswoods@me.com

Subject: Jenn Woods' New Contact Information

Dear All,

I hope that this email finds you and your families doing well. As some of you know, I have accepted a position on the leadership team at the Arizona Department of Administration. Starting May 1, I will be the Deputy State Procurement Administrator. While it was a difficult decision to leave Triadvocates, I am excited about this opportunity for public service. I have included my new work contact information below. My personal email is jswoods@me.com and cell is [602-799-4055](tel:602-799-4055).

Warmest Regards,
Jenn

Arizona Department of Administration
[100 N. 15th Avenue, Suite 201](#)
[Phoenix, Arizona 85007](#)
jennifer.woods@azdoa.gov
[602-364-1197](tel:602-364-1197)

Arizona Secretary of State Lobbyist System

Generated by Lobbyist Search version 3.50

Lobbyist Information

LOB ID	3609223
LOB STATUS	Inactive
LOB NAME	SANDEEN, AARON
LOB PHONE	602-542-0224

Active Principal/Public Body References

No information available.

Active Employees

No information available.

Quarterly Report Information

No information available.

Inactive Principal/Public Body References

PPB ID	REF TYPE	PPB NAME	STARTED	TERMINATED
900016	APL	AZ DEPT OF ADMINISTRATION	3/15/2012	1/1/2015

Inactive Employees

No information available.

[Back to Lobbyist Search](#)

LOBBYIST HANDBOOK

CHAPTER 1 - WHAT YOU NEED TO KNOW

Lobbying and Lobbyists in Arizona (page 3)

Lobbying in Arizona includes:

1. Attempting to influence the passage or defeat of any legislation
2. **By directly communicating with any legislator,**
3. Attempting to influence any rule making proceeding by directly communicating with any

state officer or employee, or

4. **Attempting to influence the procurement of materials, services or construction by a state**

agency when the person is otherwise required to register or is employed by, supervised by at any level, or contracted with a person who is otherwise required to register pursuant to existing lobbying statute.

Frequently Asked Questions (page 9)

1. How does the implementation of Laws 2013, Chapter 190 affect me? I am not lobbying the legislature or any agency regarding rulemaking; I only work in the procurement arena.

Working in the procurement arena does not necessarily mean you are required to register as a lobbyist. Laws 2013, Chapter 190 expands the definition of lobbying to include, for a person otherwise required to register, attempting to influence the procurement of materials, services, or construction by a state agency. Being otherwise required to register means, as previously outlined in statute, you seek to influence the outcome of legislation or rulemaking on behalf of another OR you are employed by, supervised by at any level, or contracted with a person who is otherwise required to register pursuant to existing lobbying statute. If you meet one of these prerequisites, then you will need to register or update your registration to include expenditures that benefited those state officers or employees you attempted to

influence. In addition, if you meet these prerequisites, you must disclose your status as a lobbyist to any public official or employee of a public body you are lobbying.

Guest Opinion + Video Interview of Morgan Reed + Aaron Sandeen
Published 11/23/2015 in *Arizona Capitol Times*

Excerpt of Video Interview Printed Below



<http://azcapitoltimes.com/news/2015/11/23/our-state-cio-then-and-now/>

The video is available at <https://vimeo.com/146708511>

Jen Woods: . . . So, do you have a preference or approach that we should know before we pick up that phone?

Morgan Reed: You know surprisingly enough, ever since I took the job three weeks ago I've had a lot of folks hit me up to ask for meetings or for lunch or to be on my calendar and there's just not enough time in the day. That would be a full-time job in itself if I met with everyone interested. Unfortunately, what I have to look at is what vendors are going to offer solutions that are going to help solve my problems.

The state—lots of things are public records. The problems that we have now, we've had for a while. It doesn't take too much homework to see what does the state need, what does specifically ASET need to help innovate and present that to me. That's much more likely to get a spot on the calendar or at least get a call back (...) The thing with partnering with the procurement folks and saying here's the need, here's where we need to be and using them to help us find qualified, capable that meet state guidelines in whatever business it is, I'm going to leverage my procurement partners for that **unless I know I have a need and I've heard through Aaron** or others that these people can provide the service then we can talk to them—amongst others because we still have to be fair and unbiased but that will accelerate getting those meetings scheduled. ⁱ

ⁱ Transcription of Interview with Jen Woods, Aaron Sandeen, and Morgan Reed

Shooter's concerns continued into 2017 and two, in particular, are described below. Continuing his service, now as a Representative in the Arizona House of Representatives, Representative Shooter believes that for his efforts to highlight and address these issues, he has paid a heavy, political price.

Procurement Concerns 2017

- On going, multi-million dollar Contract for Cloud Data Storage Services – Never Bid
- Brian Townsend's Client Fails in Lobbying Efforts for Controversial Procurement Software

Multi-million Dollar Contract for Cloud Data Storage Services Never Bid

In early 2017, Morgan Reed, the State CIO, and Joel Munter the Statewide Technology Procurement Group Manager, advocated for a ten year no bid/sole source contract for general cloud data storage services. When another procurement official balked, the contract was signed for a single year with renewals every year up to five years. This no-bid/sole source contract with the state is currently in effect with Amazon Web Services (AWS).

AWS is an extremely expensive purveyor of general cloud services. By preventing all other technology companies from the opportunity compete, state agencies that procure millions of dollars of general cloud data storage services have only one option for cloud data storage service. (Though, technically, now there are two providers, but neither has competitively bid for cloud services. The other cloud data storage option has been made possible as part of an expansion of an existing contract with Microsoft for Microsoft Office).

Under procurement law, a sole source agreement may occur when there is only one source for the required material or service and there is a finding competition is "not practicable".¹ This is not the case with cloud data storage services, as the providers

¹ Limited instances when "Sole Source/Competition Not Practicable" is permissible, ARS 42-2536 (Tab #5)

are plentiful and obtaining competitive bids is an easy process.

Information related to this financial arrangement was the subject of subpoenas Representative Shooter intended to issue at the beginning of the 2018 legislative session if a good faith effort at uncovering and addressing systemic issues at DOA was not begun in earnest.

When vendors contacted Reed asking how it was that AWS was able to sell general cloud data storage services without a competitive bid while all AWS competitors (except one) could not, Reed said he didn't know, which was not accurate.

When vendors contacted Munter, the Statewide Technology Procurement Director, for a copy of the AWS contract, he asked repeatedly who wanted the information and asked why they wanted it before promising to "work on" releasing this public document. Munter's response boosted suspicions that something was amiss with the AWS procurement process and contract. Incidentally, as of 1/28/2018, Munter's Twitter account (his last post in November while working for the state) describes himself as "Influencing Sales of Data Center Related HW, SW and Services. Adding in IoT for Intel", a description consistent with his reputation as more private sector sales than a government procurement administrator.

State CIO Morgan Reed told vendors at a technology event that the state was the largest purchaser of AWS and the state planned to double the amount of AWS storage it purchased in the near future. *(6/31/17 at Arizona Digital Government Summit during panel/presentation with Morgan Reed during Sponsor Briefing at 2:45pm).*

In March 2017, Representative Shooter reached out to Gretchen Martinez and Henry Darwin of the Governor's Office and told them that he had concerns about the processes used by DOA to make large technology purchases, apparently avoiding competition. Based on the highly unusual deal with AWS alone, Representative Shooter shared that he believed corruption could be at the source of some decisions.

Representative Shooter requested that Henry Darwin, previously the Director of the Department of Environmental Quality (2011-2015) who also served as Governor Ducey's Deputy Chief of Operations (2015-2017) would work with a trusted

procurement official to review and document the problematic practices and create a comprehensive report which would include reforms. Representative Shooter trusted Henry because he had known him since he was a kid in Yuma. It was Representative Shooter's understanding that Darwin spent at least a day with the former procurement official obtaining documentation and background and was working hard to wrap up an investigation and report quickly.

Interestingly, after Representative Shooter pushed Darwin and the Director of DOA for a copy of the AWS contract and it was released, the contract was redacted nearly in its entirety, and even some definitions were redacted.²

Brian Townsend's Client Fails in Lobbying Efforts for Controversial Procurement Software

About the same time, in March 2017, Representative Shooter became aware of the no bid AWS cloud data storage contract. Kelsey Lundy, a lobbyist for Periscope, which is a procurement software vendor, met with Representative Shooter and alleged that rather than making a minimal additional investment for a simple update to the software program already owned and in operation at the Department of Administration, DOA had become enamored with an entirely new, exponentially more expensive alternative procurement software program. Lundy alleged that ripping out and replacing the existing software was unnecessary and wasteful and that DOA officials were conspiring against Periscope, preventing an objective analysis of the two products. Brian Townsend also lobbied for Periscope through a subcontract with Lundy's firm.³

(Townsend previously worked under Kirk Adams when Adams was the Speaker of the House 2009-2011 and, more recently, again from 3/2016 – 1/2017 for Kirk Adams in Governor Ducey's Office before being terminated. Interestingly, in his role in the Governor's Office as leader of the Governor's Public Private Partnership initiatives, in an 8/2016 article in the Business Journal, Townsend touted DOA's implementation of the same procurement software as part of his

² *AWS – Competition Not Practicable + Redacted Contract (Tab #7)*

³ *Brian Townsend Client Lobbyist Registration + Business Journal Article touting DOA procurement software (Tab #6)*

initiatives for the Governor, a company which month later he was lobbying for).

Initially, Representative Shooter believed Lundy when she said that DOA was avoiding or outright blocking competition because it was consistent with previous, similar claims he had heard from others.

Because of Representative Shooter's concerns that something continued to be amiss at DOA, he refused to add DOA's new procurement system purchase onto the Joint Legislative Budget Committee (JLBC) agenda, a committee he chaired (*until 11/2017*). In order for DOA to purchase the new procurement software, the purchase was first required to be heard in JLBC. This ramped up pressure for the new vendor to demonstrate why they deserved to replace Periscope and staved off the immediate cancellation of the Periscope contract while Representative Shooter sought assurances of fair and competitive bidding processes at DOA.

Over the 2017 summer, Representative Shooter met with the DOA Director, Craig Brown who explained that there had been many problems with Periscope and provided documentation supporting his claim. Representative Shooter was told that a prior DOA/State Procurement Director had allegedly authorized millions of dollars in work change orders for Periscope then immediately - within weeks - gone to work for the company, prior to Director Brown's tenure. The change orders which were required soon after the signing of the contract with Periscope, were exponentially more costly than the original contract for the services, further making the states initial selection of Periscope problematic.

Additional information provided to Representative Shooter alleged:

Periscope ProcureAZ Contract

- No SLA's or liquidated damages
- 23 Change Orders between FY10-FY13 over \$5M add'l cost
- Loan signed by Jean Clark w/ Periscope 6/2009 \$1.3M capital cost, 3 years, 5% annual interest rate
- Threat to increase rates 300% in April 2018 when support contract expires
- Auditor General Report in November 2015: Improper use of cooperative fees

- to pay for \$7.4M to maintain ProcureAZ
- Jean Clark retires from the state in 02/2014
 - Jean Clark becomes senior executive at Periscope in March 2014
 - State Procurement Office signs a “Competition Impracticable” contract with Periscope in April 2014
 - Initial quoted cost: \$8,790,035M
 - Actual cost after change orders, financing, support changes, over \$18M

Responses to counter most of these assertions were provided to Representative Shooter by lobbyists of Periscope and are included in enclosures.⁴

Because Representative Shooter was holding the replacement system off the JLBC agenda, Director Brown requested a meeting. Director Brown told Representative Shooter that he had worked for the Governor for two years and wanted to make a difference. Director Brown believed that he could significantly increase accountability in the area of procurement by adopting the new system. He noted that there were specific and troubling cases of state dollars spent utilizing the system with no names associated with the transactions. He believed additional transparency and security features of the alternative system would be particularly helpful in his role as Director. (6/8/17).

Representative Shooter asked Director Brown if he had talked with the Governor’s Chief of Staff Kirk Adams or the Governor. Director Brown said all of his efforts to discuss this issue had been rebuffed. He also felt that a few people under him were sabotaging his efforts. This new system would be “tamper proof” so he prioritized getting the new system.

Director Brown struck Representative Shooter as sincere and trustworthy. The meeting with Director Brown convinced him that a legitimate analysis and fair and competitive bid process had taken place and that there was a solid basis for the Department’s decision to purchase a new procurement system. Based on Director Brown’s comments, Representative Shooter was interested in supporting his efforts

⁴ *Periscope Procurement Software Alleged Concerns + Response (Tab #8)*

where it would be almost impossible for anonymous fraud to continue.

Representative Shooter contacted one of the Periscope lobbyists, Kelsey Lundy and let her know that his concerns had been assuaged and he would no longer hold up DOA's procurement item on the agenda in the Joint Legislative Budget Committee. Kelsey Lundy and/or Brian Townsend (*now fiancé of Representative Michelle Ugenti-Rita*) met with all of the members of the JLBC committee. Based on their efforts, several legislative committee members demanded that the item be removed from the agenda. Representative Shooter asked the committee members, if instead of removing the item from the agenda, the committee resolve itself into an executive session to discuss the item, which the committee agreed to.

In executive session, the members voted against giving the new procurement system a favorable review, however, the committee did not have authority to deny the purchase; it's authority was only whether to hear or not to hear the agenda item.

Once the committee discussed the item, the item was considered "heard" and DOA was able to make its purchase. The Legislature's attorneys at Legislative Council produced a legal memorandum affirming that all that was required was for the item to be "heard", not "approved". The JLBC hearing was 9/19/17.

Representative Shooter's Chairmanship and therefore Subpoena Power Removed

On April 13, 2017, Representative Shooter first reported his concerns to the Governor's Office. On April 18, 2017, he was shocked to see that a private investigator was following him after the annual legislator/lobbyist softball game. This was especially shocking because it was not an election year and he was in the midst of budget negotiations. To make matters worse, the PI called 911 and falsely reported that someone in a black Mercedes with Representative Shooter's license plate was driving drunk- which Representative Shooter was not. Representative Shooter believed that the PI was betting he had had more than a beer and would be taken down with a DUI.

Representative Shooter felt that being followed by a private investigator, let alone having the PI call and falsely report that he was driving under the influence at this time during the state budget negotiations was a threat to his work. Representative Shooter did not doubt that the Governor's Chief of Staff, Kirk Adams, was responsible because a few years before, when Adams ran the campaign of Shooter's legislative opponent, Adams utilized a PI. That PI (during that campaign) was so disruptive that Representative Shooter obtained a restraining order on the PI. Hiring a PI is not typical in legislative district elections. Especially a year and a half before an election and during the legislative session. The following day, Representative Shooter reached out to DPS and filed a report asking them to investigate the person following him the night before.⁵

Representative Shooter told Danny Seiden, the Governor's Deputy Chief of Staff, that he knew Kirk Adams, the Governor's Chief of Staff, put a PI on him and surmised that Adams did not want Representative Shooter to interfere with the procurement "irregularities" he had pointed out. Seiden swore it was not Adams. Representative Shooter told Seiden that if procurement irregularities did not stop, he would sue to get legal discovery and prove that it was Adams and his dark money buddies. Representative Shooter believed that if he had access to the legal process, he

⁵ *DPS Report Detailing Private Investigator Surveilling Rep. Shooter (Tab #10)*

could get the person paying the private investigator to directly link Adams as the individual who directed the entity that was funding the PI.

Meanwhile, Darwin, after conducting his own internal investigation, left the Governor's Administration and went to work for the federal government at the EPA. And it was business as usual at DOA. When Representative Shooter called Darwin after he started in D.C. and asked about the status of the investigation and reforms, Darwin said he couldn't talk about it. That raised a red flag because Representative Shooter had known Darwin since he was a teenager in Yuma. Darwin's father was Representative Shooter's children's pediatrician and Representative Shooter had felt a camaraderie with Darwin to get to the bottom of the issues and was troubled by his response.

Representative Shooter spoke with Danny Seiden and Gretchen Martinez in the Governor's Office and explained that he was disappointed that nothing had happened to address what he thought was possible corruption. He lamented that the Governor was exposing himself to political fallout despite that it was brought to Administration's attention before someone else could point it out for political gain. Both staffers assured Representative Shooter that they too were concerned. They suggested Representative Shooter meet with the Governor's Chief of Staff Kirk Adams.

Representative Shooter met with Adams (4/13/2017) who, in that meeting, promised to schedule a forum within thirty days for technology vendors to discuss the sole source cloud data storage contract and find a resolution to enable competition at the state. When Adams did not follow through, Representative Shooter wrote a letter dated August 1, 2017⁶ and then met with ADOA Director Craig Brown who then organized a Stakeholder meeting to answer questions that the entire IT community was concerned about.

Hundreds of technology company representatives were invited and approximately one hundred attended (9/30/2017). Representative Shooter and the Director of DOA were present, as was the State CIO Morgan Reed and other procurement

⁶ Letter addressed to Director Darwin that was hand delivered to Gov. Staff (Tab #9)

representatives from the state at Representative Shooter's request. They allowed vendors to submit anonymous, written questions to be read aloud by Director Brown. Nearly every submission related to questions about how the state could justify prohibiting competition for cloud data storage services. The State CIO explained that no agency was interested in alternatives or competition which one vendor expressly took issue with.

By the end of October 2017, not satisfied with the lack of analysis, explanation or action by DOA to enable an opportunity for all tech companies to compete to sell cloud data storage services to state agencies and among other irregularities, Representative Shooter met Danny Seiden, Governor's Deputy Chief of Staff, at the Capital Grille Restaurant (10/26/17), and told him he was seriously contemplating utilizing the subpoena power given to him as Chairman of Appropriations. Seiden immediately texted the Mike Liburdi, Governor's General Counsel, to confirm whether Representative Shooter had such authority. Seiden told Representative Shooter to schedule time with the Governor's Chief of Staff Kirk Adams as soon as possible.

Representative Shooter met with House attorneys, Norm Moore and Tim Fleming, staff and the Speaker of House to confirm his subpoena powers and explained his interest and plans to issue subpoenas. Norm said he had prepared subpoenas 22 years ago which he believed was the last time it was used.

The next week, 11/2/2017, Representative Shooter met with the Governor's Chief of Staff Kirk Adams at the Governor's Office. Representative Shooter reiterated his concerns, most notably that it was preposterous that competition was not practicable for general cloud data storage services.

Representative Shooter pointed out that there had been no attempt to communicate any explanation relating to the concerns he repeatedly raised with urgency over the past eight months. He explained that the lack of response increased his suspicion that corrupt behavior was being protected. Representative Shooter explained that failure to enable competition on a multi-million-dollar contract, especially after it was made known to the Governor's administration repeatedly over eight months, appeared

suspicious, especially if the previous State CIO was being paid via the no bid contract. If not addressed, Representative Shooter alleged it would ultimately reflect poorly on the Governor and urged Adams and his team to get ahead of it and at least perform some review of the procurement processes that prevented competition. He explained that as far as he could tell, as an outside observer, the State CIO was allegedly either incompetent or corrupt. Representative Shooter explained that he could not “unsee this”. He advised Adams that if, by the end of the year, Adams still had no explanation or assurances of fair practices, Representative Shooter would use his subpoena power when session started and would use it to obtain documentation including telephone records if he believed corrupt activity remained uninterrupted.

Adams said he was all over it and subpoenas would not be necessary. Adams told Representative Shooter he appreciated his dedication to "doing the right thing" then sought support for the Governor's water policy legislation.

Five days later, *11/7/2017*, Ugenti-Rita named Representative Shooter “one of the legislators” that sexually harassed her. Soon after others contacted the media to claim they too had issues with him. Representative Shooter was immediately removed as Chairman of Appropriations and consequently stripped of his subpoena power.

ARIZONA REVISED STATUTES

41-2536. Sole source procurement

A contract may be awarded for a material, service or construction item without competition if the director determines in writing that there is only one source for the required material, service or construction item. The director may require the submission of cost or pricing data in connection with an award under this section. Sole source procurement shall be avoided, except when no reasonable alternative sources exist. A written determination of the basis for the sole source procurement shall be included in the contract file.



Arizona Secretary of State Lobbyist System

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Lobbyist Information

LOB ID	3602395
LOB STATUS	Active
LOB NAME	TOWNSEND, BRIAN
LOB PHONE	480-242-5294

Active Principal/Public Body References

PPB ID	REF TYPE	PPB NAME	STARTED
106359	LFC	PERISCOPE HOLDINGS INC	11/3/2017
107202	LFC	TURF PARADISE (NKA TP RACING LLLP #100259 RECORD MERGED 12/05/2017)	11/3/2017

Active Employees

No information available.

Quarterly Report Information

REP YEAR	REP QTR	RECEIVED	EXEMPTED	AMENDED
2018	4		NO	
2018	3		NO	
2018	2		NO	
2018	1		NO	
2017	4		NO	
2017	1		NO	
2016	4		NO	
2016	3		NO	
2016	2		NO	
2016	1	4/19/2016	YES	
2015	4	3/14/2016	YES	
2015	3	3/14/2016	YES	
2015	2	3/14/2016	YES	
2015	1	6/9/2015	YES	
2005	2	4/14/2005	YES	
2005	1	4/14/2005	YES	
2004	4	4/14/2005	YES	
2004	3	10/22/2004	YES	

2004	2	7/21/2004	YES	
2004	1	3/26/2004	YES	
2003	4	2/2/2004	YES	
2003	3	10/9/2003	YES	
2003	2	7/1/2003	YES	
2003	1	4/17/2003	YES	

Inactive Principal/Public Body References

PPB ID	REF TYPE	PPB NAME	STARTED	TERMINATED
107347	AL	ARIZONA COYOTES HOCKEY CLUB	3/21/2017	6/29/2017
900021	APL	AZ DEPT OF WEIGHTS AND MEASURES	3/17/2015	1/25/2016
900008	DPL	AZ STATE LOTTERY	3/10/2015	1/25/2017
107496	AL	BUILDING HEALTHY COMMUNITIES	3/27/2017	11/3/2017
107087	AL	DV TOWING LLC	2/23/2017	6/29/2017
107243	AL	FIRST DATA GOVERNMENT SOLUTIONS	3/21/2017	11/3/2017
900128	DPL	GILBERT, TOWN OF	1/1/2003	4/6/2005
106359	AL	PERISCOPE HOLDINGS INC	3/8/2017	11/3/2017
900102	APL	RESIDENTIAL UTILITY CONSUMER OFFICE	1/1/2001	11/27/2002
107202	AL	TURF PARADISE (NKA TP RACING LLLP #100259 RECORD MERGED 12/05/2017)	3/21/2017	11/3/2017

Inactive Employees

No information available.

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From the Phoenix Business Journal:

<https://www.bizjournals.com/phoenix/news/2016/08/11/arizona-muscles-up-public-private-partnerships-for.html>

Arizona muscles up public-private partnerships for state agencies to hit \$100M in cost savings goal

➤ SUBSCRIBER CONTENT: Aug 11, 2016, 1:45pm MST

With a commitment to find \$100 million in annual savings inside state agency budgets, Arizona Gov. Doug Ducey has charged policy adviser Brian Townsend with the role of coordinating public-private partnership efforts for the state.

The governor sees P3 as a tool to save taxpayers \$100 million in annual state operating costs.

"Sometimes government doesn't think like the private sector," said Townsend, who took over the role in March. "I'm working with agencies that started public-private partnership projects, and helping them expand the opportunity."

So far, only the Arizona Department of Transportation, Department of Health Services and the Department of Corrections have P3 programs.

"There are a lot of definitions for public-private partnerships," Townsend said. "We're looking at opportunities, but it takes a while to bring this type of change to government."

The hard part is getting people to start thinking differently, Townsend said. He pointed to programs being newly implemented by the Arizona Department of Administration that has the state using private sector procurement efficiencies within state purchasing law.

"(ADOA) is starting to implement programs to make procurement better and simpler," he said. "This will save time and money for taxpayers."

Putting the bidding process online so it's accessible and transparent to businesses is one step that ADOA is taking in its effort to find ways to be more efficient and pass savings to taxpayers, but the bigger objective is to get better deals for the state.

The state leader in P3 projects is ADOT, which had special legislation passed to allow alternative



DANI SIMMONDS

Money in the form of many large bills

methods to build, expand and maintain roads across the state.

The South Mountain Loop 202 Freeway, for example, is a P3 to design, build and maintain the freeway. Other delivery methods include design, build, finance or simply design-build. As government funding shrinks and project delivery costs rise, ADOT will be looking to more P3 projects, and has a dedicated P3 staff.

"The new approach is to break out of the funding silo," he said. "It's a challenge, but we're trying to bring in a new approach and new thinking on how government spends taxpayers' money. It's a job of recreating thought processes."

One thing that Townsend stresses is that his effort is not privatization.

"P3 is different. The state maintains its control, but brings in the private sector as a partner for better results," said Townsend.

He sees his mission as showing how P3 can work in many aspects of state government.

"Don't limit it to transportation," Townsend said.

Eric Jay Toll
Reporter
Phoenix Business Journal



**Procurement Determination:
Competition Impracticable****Sections 1 through 3 MUST be completed
Use Attachments as Necessary****1) Agency: Arizona Department of Administration**

Name: Charlotte Righetti, CPPB, CTNS

Title: State Procurement Manager, Technology

Phone: 602-542-9127

Fax: NA

Subject Materials or Services: Public Cloud Services**Estimated Cost: Approximately \$2.5M annually****2) Provide full description of materials or services: Services required for General Cloud hosting Services, Cloud Provisioning Services and Consulting and Design Services.****3) Provide justification: Pursuant to A.R.S. 41-2537, R2-7-E303, this request for a competition impracticable authorization will allow the state direct access to Amazon Web Services. This will provide the State a minimum hard cost savings of 15% (approximately \$375,000/year based on \$2.5M spend a year). In addition to this cost savings this will allow the state the ability to gather all state entities under a single 'organization' to provide aggregated viability to costs and utilization while still allowing for an appropriate level of control and autonomy by each state entity. This agreement also gives the state direct access to AWS professional services and expertise and allows for the state to further negotiate discounts with AWS directly based on volume. AWS has already negotiated with the State and included all statutory required terms and included additional terms to mitigate risk to the state.****4) Design and Consulting Services: These services are needed to help bring the State of Arizona's competencies with AWS services to establish a center of excellence, this will further give a partnership that will guide the state with an optimal design and use of AWS products. Core to that would be leveraging the training and certification programs that are offered direct from AWS. We can also utilize these services to validate designs that were established by the state to confirm optimal efficiencies.**

- (a) **Background:** The State of Arizona has embraced the cloud and the storage of most data off-prem. Evidence is the enterprise collaboration shared through the CIO Council, to new and pending legislation (2017 session) that potentially mandates "Cloud First" initiatives. The State of Arizona has already invested and is currently utilizing the AWS services through a VAR via a NASPO Value Point Participating Addendum. The VAR's pricing is primarily a pass through resulting in a 15% uplift. Negotiations/discussions with the VAR to remove or lower the uplift have been unsuccessful. This mentioned contract expires March 31, 2017.
- (b) **Selection:** Amazon Web Services (AWS), a subsidiary of Amazon.com, offers a suite of cloud-computing services that make up an on-demand computing platform. These services operate from 16 geographical regions across the world. They include Amazon Elastic Compute Cloud, also known as "EC2", and Amazon Simple Storage Service, also known as "S3". As of 2016 AWS has more than 70 services, spanning a wide range, including compute, storage, networking, database, analytics, application services, deployment, management, mobile, developer tools and tools for the Internet of things. Amazon markets AWS as a service to provide large computing capacity quicker and cheaper than a client company building an actual physical server farm. The above referenced contract expiring at the end of March 2017, is a current statewide contract for Cloud Services. As a statewide other agencies, commissions and boards, have already invested resources whether in the transfer of data, the elimination of internal servers no longer needed due to the move to the Cloud, or the elimination of data center staff either through attrition or moving resources to other positions. The cost and time to move whole organizational data sets from AWS to another cloud provider would entail, new organizational assessments, reinvestment in new equipment, the hiring of temporary or even FT FTE's to support the transition. Additional support is the security of AWS, invested richly through the resources of Amazon.com. All AWS facilities are FedRAMP certified, thereby assuring the State that any data is protected, as well as the financial resources and processes AWS has in place to ensure that any customer regardless of size or content stored is protected through deep contractual assurances.
- (c) **Recommendation:** This CI will put in place a contract for one year, renewable every year, not to exceed the statutory five years with AWS to provide the necessary services for the state in relation to hosting and provisioning. Assurances are in place the the finalized contract does address and provides for all appropriate terms and conditions, including funding availability, insurance (risk mitigation) and appropriate service levels for performance and return on investment. Additional contractual remedies include a formal transition plan where if needed or required, the State's exit from this contract is not financial onerous or would result in an extended transfer. Furthermore, as a position of compliance to available contractual resources, the State proposes to review the newly awarded NASPO Value Point contract set for Public Cloud Solutions to ascertain whether any awarded VAR will allow the State direct access to AWS with no uplift, if this can be accomplished then the State will be able to cancel this agreement and negotiate a PA with that VAR.

Note: In accordance with the Procurement Rules, the Arizona Uniform Terms and Conditions must be made a part of all contracts. If you will be required to sign a software licensing agreement or sign any other agreement containing terms and conditions, which will be made part of the final contract, you must receive prior approval from the Office of the Attorney General.

Approval of this request does not allow for agencies to exceed their dollar acquisition amount of delegated authority.

To Be Completed by Procurement Authority:

APPROVAL

- Request Authorized Pursuant to: R2-7-E303
- Request Denied:
- Request Returned for Additional Information:
- See Comments:

Comments: This Competition Impractical authorization is valid for one (1) year only and shall be restricted at the annual estimate provided in this document. Continuation of this authorization or any associated agreement between the State of Arizona and the Contractor shall be reviewed and re-approved on an annual basis. The Procurement Officer in concert with the State Agency Department (ASET) shall document and potentially demonstrate any and all efforts to seek competition during this initial term of this authorization. Competition may be the pursuit of an established cooperative contract through an authorized and recognized Cooperative Organization, or through the issuance of a formal competitive document as provided for in A.R.S 41-2533 or A.R.S. 41-2534.

Approved by:

Signature: 	Title: <i>Deputy State Administrator</i>	Date: <i>3/10/17</i>
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AGENCY NOTICE: This is your official written determination in response to your procurement authorization request. The original request shall be maintained in the State Procurement Office.

AWS Enterprise Agreement

This AWS Enterprise Agreement (this "Agreement") is made and entered into by and between Amazon Web Services, Inc., a Delaware corporation ("AWS") and the customer specified on this Cover Page ("Customer").

In consideration of the mutual promises contained in this Agreement, AWS and Customer agree to all terms of the Agreement effective as of the date the last party signs this Agreement (the "Effective Date").

Defined terms used in this Agreement with initial letters capitalized have the meanings given in Section 13 below.

<p>Amazon Web Services, Inc. DocuSigned by:</p> <p>By: <u>Shannon Lowther</u></p> <p>Name: <u>BD4BA6F1C8CA41A</u></p> <p>Title: <u>Authorized Representative</u></p> <p>Signature Date: <u>March 14, 2017</u></p> <p>Address:</p> <p>410 Terry Avenue North Seattle, WA 98109-5210 Attention: General Counsel Fax: 206-266-7010</p>	<p>Customer Name: <u>State of Arizona</u></p> <p>By: <u>[Signature]</u></p> <p>Name: <u>Charlotte Righetti</u></p> <p>Title: <u>State Procurement Manager</u></p> <p>Signature Date: <u>3.10.17</u></p> <p>Address:</p> <p>100 North 15th Avenue, Suite 201 Phoenix, AZ 85007 Attention: <u>Charlotte Righetti</u> Fax: <u>NA</u></p>
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1. Use of the Service Offerings.

1.1 Generally. Customer may access and use the Service Offerings in accordance with this Agreement. Service Level Agreements may apply to certain Service Offerings. Customer will comply with the terms of this Agreement and all laws, rules, and regulations applicable to Customer's use of the Service Offerings.

1.2 AWS Account. To access the Services, Customer must create one or more AWS Enterprise Accounts. Unless explicitly permitted by the Service Terms, Customer will only create one AWS Enterprise Account per email address. All AWS Enterprise Accounts will be covered by this Agreement. For all AWS Enterprise Accounts, this Agreement supersedes any acceptance of the AWS Customer Agreement by Customer or any of its employees acting on behalf of Customer. If Customer opens any AWS accounts that do not meet the definition of an "AWS Enterprise Account," those accounts will be governed by the AWS Customer Agreement.

1.3 Third-Party Content. Third-Party Content may be used by Customer at Customer's election. Third-Party Content is governed by this Agreement unless accompanied by separate terms and conditions, which may include separate fees and charges.

1.4 Customer Affiliates. Any Customer Affiliate may use the Service Offerings under its own AWS Enterprise Account(s) under the terms of this Agreement by executing an addendum to this Agreement with AWS, as mutually agreed by AWS and the Customer Affiliate.

2. Changes.

2.1 To the Service Offerings. AWS may change or discontinue any of the Service Offerings or change or remove functionality of any or all of the Service Offerings from time to time. [REDACTED]

2.2 To APIs. AWS may change or discontinue any APIs for the Services from time to time. For any change or discontinuation of an API that is not also a discontinuation of a Service or a functionality of a Service, AWS will continue supporting the previous version of such API for 12 months after the change or discontinuation (except if doing so (a) would pose a security or intellectual property issue, (b) is technically infeasible, or (c) would prevent AWS from complying with the law or requests of governmental entities).

2.3 To the Service Level Agreements. AWS may change or add Service Level Agreements from time to time, [REDACTED]

3. Privacy and Security.

3.1 AWS Security. AWS will implement reasonable and appropriate measures for the AWS Network (as determined by AWS) designed to help Customer secure Customer Content against accidental or unlawful loss, access or disclosure. [REDACTED]

3.2 Data Privacy. Customer may specify the AWS regions in which Customer Content will be stored. Customer consents to the storage of Customer Content in, and transfer of Customer Content into, the AWS regions Customer selects. AWS will not access or use Customer Content except as necessary to maintain or provide the Service Offerings, or as necessary to comply with the law or a binding order of a governmental body. AWS will not (a) disclose Customer Content to any government or third party, or (b) subject to Section 3.3, move Customer Content from the AWS regions selected by Customer; except in each case as necessary to comply with the law or a binding order of a governmental body (such as a subpoena or court order). Unless it would be in violation of a court order or other legal requirement, AWS will give Customer reasonable Notice of any legal requirement or order referred to in this Section 3.2, to allow Customer to seek a protective order or other appropriate



remedy. AWS will only use Account Information in accordance with the Privacy Policy, and Customer consents to such usage. The Privacy Policy does not apply to Customer Content.

3.3 Service Attributes. To provide billing and administration services, AWS may process Service Attributes in the AWS region(s) where Customer uses the Service Offerings and the AWS regions in the United States. To provide Customer with support services initiated by Customer and investigate fraud, abuse or violations of this Agreement, AWS may process Service Attributes where AWS maintains its support and investigation personnel.

4. Customer Responsibilities.

4.1 Customer Accounts. Except to the extent caused by AWS's breach of this Agreement, (a) Customer is responsible for all activities that occur under its AWS Enterprise Accounts, regardless of whether the activities are authorized by Customer or are undertaken by Customer, its employees or a third party (including without limitation contractors, agents or End Users), and (b) AWS and its Affiliates are not responsible for unauthorized access to Customer's AWS Enterprise Accounts.

4.2 Customer Content. Customer will ensure that Customer Content, Customer Submissions or Customer/End Users' use of Customer Content, Customer Submissions or the Service Offerings will not violate any of the Policies or any applicable law. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Content and Customer Submissions. For example, Customer is solely responsible for:

(a) the technical operation of Customer Content, including ensuring that calls Customer makes to any Service are compatible with then-current APIs for that Service, including any APIs AWS continues to support under Section 2.2 of this Agreement;

(b) any claims relating to Customer Content or Customer Submissions; and

(c) properly handling and processing notices that are sent to Customer (or any Customer Affiliate) regarding Customer Content or Customer Submissions, such as by any person claiming that Customer Content or Customer Submissions violate such person's rights, including notices pursuant to the Digital Millennium Copyright Act.

4.3 Customer's Security and Redundancy. Customers have a variety of options to choose from when configuring their accounts, and for all sensitive or otherwise valuable content AWS recommends that Customer uses strong security and redundancy features, such as access controls, encryption, and backup. Customer is responsible for properly configuring and using the Service Offerings in a manner that provides security and redundancy of its AWS Enterprise Accounts and Customer Content, such as, for example, using enhanced access controls to prevent unauthorized access to AWS Enterprise Accounts and Customer Content, using encryption technology to prevent unauthorized access to Customer Content, and ensuring the appropriate level of backup to prevent loss of Customer Content.

4.4 Log-In Credentials and Account Keys. AWS log-in credentials and private keys generated by the Services are for Customer's internal use only and Customer may not sell, transfer or sublicense them to any other entity or person, except that Customer may disclose its private key to its agents and subcontractors (including any of its Affiliates who are acting as an agent or subcontractor of Customer) performing work on behalf of Customer.

4.5 End Users. Customer is responsible for End Users' use of Customer Content and the Service Offerings. Customer will ensure that all End Users comply with Customer's obligations under this Agreement and that the terms of its agreement with each End User are not inconsistent with this Agreement. If Customer becomes aware of any violation of its obligations under this Agreement by an End User, Customer will immediately suspend access to Customer Content and the Service Offerings by such End User, person or entity. AWS does not provide any support or services to End Users unless AWS has a separate agreement with Customer or an End User obligating AWS to provide support or services. Customer is responsible for providing customer service (if any) to End Users.

5. Fees and Payment.

5.1 Service Fees. Unless otherwise stated on the AWS Site, AWS will invoice Customer at the end of each month for all applicable fees and charges accrued for use of the Service Offerings, as described on the AWS Site, during the month. Customer will pay AWS all invoiced amounts within 30 days of the date of the invoice (other than Disputed Amounts). For any Disputed Amounts, Customer will provide Notice to AWS, including the basis for the dispute

(including any supporting documentation), and the parties will meet within 30 days of the date of the Notice to resolve the dispute. If the parties fail to resolve the dispute within such 30 day period, AWS may, at its option, (a) suspend Customer's or any End User's right to access or use any portion or all of the Service Offerings, immediately upon notice to Customer, and (b) terminate this Agreement pursuant to Section 7.2(b). All amounts payable by Customer under this Agreement will be paid to AWS without setoff or counterclaim and without deduction or withholding, provided that Disputed Amounts will be handled as set forth above. Fees and charges for any new Service or new feature of a Service will be effective when AWS posts updated fees and charges on the AWS Site, unless expressly stated otherwise in a Notice. AWS may increase or add new fees and charges for any existing Service by giving Customer at least 60 days advance Notice. AWS may elect to charge Customer interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments.

5.2 Taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All fees payable by Customer are exclusive of Indirect Taxes. AWS may charge and Customer will pay applicable Indirect Taxes that AWS is legally obligated or allowed to collect from Customer. Customer will provide such information to AWS as reasonably required to determine whether AWS is obligated to collect Indirect Taxes from Customer. AWS will not collect, and Customer will not pay, any Indirect Tax for which Customer furnishes AWS a properly completed exemption certificate or a direct payment permit certificate for which AWS may claim an available exemption from such Indirect Tax. All payments made by Customer to AWS under this Agreement will be made free and clear of any withholding or deduction for taxes. If any such taxes (for example, international withholding taxes) are required to be withheld on any payment, Customer will pay such additional amounts as are necessary so that the net amount received by AWS is equal to the amount then due and payable under this Agreement. AWS will provide Customer with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

6. Temporary Suspension

6.1 Generally. AWS may suspend Customer's or any End User's right to access or use any portion of or all of the Service Offerings immediately upon Notice to Customer if AWS reasonably determines:

(a) Customer's or an End User's use of the Service Offerings (i) poses a security risk to the Service Offerings or any third party, (ii) risks adversely impacting AWS's systems, the Service Offerings or the systems or Content of any other AWS customer, or (iii) risks subjecting AWS or its Affiliates to liability; or

(b) Customer or any End User is not in compliance with the Acceptable Use Policy or Section 8 of this Agreement.

AWS will use commercially reasonable efforts to restore Customer's rights to use and access those portions of the Service Offerings or accounts that gave rise to the suspension promptly after Customer has resolved the problem giving rise to the suspension.

6.2 Effect of Suspension. If AWS suspends Customer's right to access or use any portion of the Service Offerings:

(a) Customer remains responsible for all fees and charges Customer incurs during the period of suspension; and

(b) Customer will not be entitled to any service credits under the Service Level Agreements for any period of suspension.

7. Term; Termination

7.1 Term. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated pursuant to this Agreement. Any Notice of termination of this Agreement by either party to the other must include a Termination Date.

7.2 Termination.

(a) **Termination for Convenience.** Customer may terminate this Agreement for any reason by providing AWS Notice. AWS may terminate this Agreement for any reason by providing Customer [REDACTED]

(b) **Termination for Cause.**

(i) **By Either Party.** Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of Notice by the other party.

(ii) **By AWS.** AWS may also terminate this Agreement [REDACTED] (A) if there is an act or omission by Customer or any End User that AWS has the right to suspend for under Section 6 and, for those suspendable acts or omissions that are curable, Customer has not cured such condition within such 30 day period; or (B) in order to comply with applicable law or requests of governmental entities.

7.3 Effect of Termination.

(a) **Generally.** Upon the Termination Date:

(i) except as provided in Section 7.3(b), all of Customer's rights under this Agreement immediately terminate;

(ii) Customer remains responsible for all fees and charges Customer has incurred through the Termination Date;

(iii) Customer will immediately return or, if instructed by AWS, destroy all AWS Content in Customer's possession (except for AWS Content that is publicly available on the AWS Site); and

(iv) Sections 4, 5, 7.3, 8.1, 8.2, 8.4, 8.5, 9, 10, 11, 12 and 13 will continue to apply in accordance with their terms.

(b) **Post-Termination Retrieval of Customer Content.** [REDACTED]

AWS will not take action to remove any Customer Content as a result of the termination. [REDACTED]

[REDACTED] AWS will allow Customer to retrieve any remaining Customer Content from the Services, unless (i) prohibited by law or the order of a governmental or regulatory body or it could subject AWS or its Affiliates to liability, or (ii) Customer has not paid all amounts due under this Agreement, other than Disputed Amounts. For any use of the Services [REDACTED] the terms of this Agreement will apply and Customer will pay the applicable fees at the rates under Section 5. [REDACTED]

[REDACTED] Customer will close all AWS Enterprise Accounts.

8. Proprietary Rights.

8.1 Customer Content. As between Customer and AWS, Customer (or Customer's licensors) own all right, title, and interest in and to Customer Content. Except as provided in this Agreement, AWS obtains no rights under this Agreement from Customer (or Customer's licensors) to Customer Content.

8.2 Customer Submissions. Customer Submissions will be governed by the terms of the Apache License, Version 2.0, unless Customer requests and AWS consents in writing to another license supported by AWS.

8.3 Service Offerings License. As between Customer and AWS, AWS, its Affiliates or its licensors own all right, title, and interest in and to the Service Offerings, and all related technology and intellectual property rights. Subject to the terms of this Agreement, AWS grants Customer a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to do the following during the Term: (a) access and use the Services solely in accordance with this Agreement; and (b) copy and use the AWS Content solely in connection with Customer's permitted use of the Services. Except as provided in this Section 8.3, Customer obtains no rights under this Agreement from AWS, its Affiliates, or their licensors to the Service Offerings, including without limitation any related intellectual property rights. Some AWS Content may be provided to Customer under a separate license, such as the Apache License, Version 2.0, which will be identified to Customer in the notice file or on the download page, in which case that license will govern Customer's use of that AWS Content.

8.4 License Restrictions. Neither Customer nor any End User may use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Neither Customer nor any End User may, or may attempt to (a) modify, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Service Offerings (except to the extent Content included in the Service Offerings are provided to Customer under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings, (c) access or use the Service Offerings in a way intended to avoid

incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Service Offerings. During and after the Term, Customer will not assert, nor will Customer authorize, assist, or encourage any third party to assert, any intellectual property infringement claim regarding any Service Offerings Customer has used. Customer may only use the AWS Marks in accordance with the Trademark Use Guidelines. Customer will not misrepresent or embellish the relationship between AWS and Customer (including by expressing or implying that AWS supports, sponsors, endorses, or contributes to Customer or Customer's business endeavors). Customer will not imply any relationship or affiliation between AWS and Customer except as expressly permitted by this Agreement.

8.5 Suggestions. If Customer elects to provide any Suggestions to AWS or its Affiliates, AWS and its Affiliates will be entitled to use the Suggestions without restriction. Customer hereby irrevocably assigns to AWS all right, title, and interest in and to the Suggestions.

9. Indemnification.

9.1 General. Customer will defend, indemnify, and hold harmless AWS, its Affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third-party claim concerning: (a) Customer's or any End User's use of the Service Offerings in a manner not authorized by this Agreement; (b) violation of applicable law by Customer, End Users, Customer Content or Customer Submissions; (c) alleged infringement or misappropriation of any third-party rights by Customer Content or Customer Submissions, or by the use, development, design, production, advertising or marketing of Customer Content or Customer Submissions; or (d) a dispute between Customer and any End User.

9.2 Process. AWS will promptly notify Customer of any claim subject to Section 9.1, but if AWS fails to promptly notify Customer, this will only affect Customer's obligations under Section 9.1 to the extent that AWS's failure prejudices Customer's ability to defend the claim. Customer may: (a) use counsel of its own choosing (subject to AWS's written consent) to defend against any claim; and (b) settle the claim as Customer deems appropriate, provided that Customer obtains AWS's prior written consent before entering into any settlement. [REDACTED]

[REDACTED]

10. AWS Warranties and Warranty Disclaimers.

[REDACTED]

10.2 Warranty Disclaimers. [REDACTED] THE SERVICE OFFERINGS ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, AWS, ITS AFFILIATES AND ITS LICENSORS MAKE NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE SERVICE OFFERINGS OR THE THIRD-PARTY CONTENT, AND DISCLAIM ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (A) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (B) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (C) THAT THE SERVICE OFFERINGS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, AND (D) THAT ANY CONTENT, INCLUDING CUSTOMER CONTENT OR THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

11. Limitations of Liability.

11.1 Liability Disclaimers. [REDACTED]

[REDACTED] WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, (B) THE VALUE OF LOST DATA, LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL, OR (C) UNAVAILABILITY OF THE SERVICE OFFERINGS (THIS DOES NOT LIMIT ANY SERVICE CREDITS THAT MAY BE AVAILABLE UNDER THE SERVICE LEVEL AGREEMENTS).

11.2 Damages Cap. EXCEPT FOR PAYMENT OBLIGATIONS ARISING UNDER SECTION 9 (INDEMNIFICATION), THE AGGREGATE LIABILITY UNDER THIS AGREEMENT [REDACTED]

[REDACTED] WILL NOT EXCEED [REDACTED] THE AMOUNTS PAID BY CUSTOMER TO AWS UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE LIABILITY DURING THE 12 MONTHS BEFORE THE LIABILITY



AROSE [REDACTED] PROVIDED, HOWEVER THAT NOTHING IN THIS SECTION 11 WILL LIMIT CUSTOMER'S OBLIGATION TO PAY AWS FOR CUSTOMER'S USE OF THE SERVICE OFFERINGS PURSUANT TO SECTION 5, OR ANY OTHER PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

12. Miscellaneous.

12.1 Assignment. [REDACTED]

[REDACTED] Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

12.2 Counterparts; Facsimile. This Agreement may be executed by facsimile or by electronic signature in a format approved by AWS, and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

12.3 Entire Agreement. This Agreement incorporates the Policies by reference and is the entire agreement between Customer and AWS regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Customer and AWS, whether written or verbal, regarding the subject matter of this Agreement (including, as set forth in Section 1.2, any acceptance of the AWS Customer Agreement by Customer or any of its employees acting on behalf of Customer). AWS will not be bound by any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) including for example, any term, condition or other provision (a) submitted by Customer in any order, receipt, acceptance, confirmation, correspondence or other document, (b) related to any online registration, response to any Request for Bid, Request for Proposal, Request for Information, or other questionnaire, or (c) related to any invoicing process that Customer submits or requires AWS to complete. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control, except that the Service Terms will control over this document. [REDACTED]

12.4 Force Majeure. Except for payment obligations, neither party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outage, utilities or telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

12.5 Governing Law; Venue. The laws of the State of Washington, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties. Any dispute relating in any way to the Service Offerings or this Agreement will only be adjudicated in a state or federal court located in King County, Washington. Each party consents to exclusive jurisdiction and venue in these courts. Notwithstanding the foregoing, either party may seek injunctive relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of such party's, its Affiliates' or any third party's intellectual property or other proprietary rights. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

12.6 Import and Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. Customer is solely responsible for compliance with applicable laws related to the manner in which Customer chooses to use the Service Offerings, including (i) Customer's transfer and processing of Customer Content, (ii) the provision of Customer Content to End Users, and (iii) specifying the AWS region in which any of the foregoing occur.

12.7 Independent Contractors; Non-Exclusive Rights. AWS and Customer are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship.

Neither party, or any of their respective Affiliates, is an agent of the other for any purpose or has the authority to bind the other.

12.8 Language. All communications and Notices made or given pursuant to this Agreement must be in the English language. If AWS provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

12.9 Nondisclosure; Publicity. [REDACTED] except the extent permitted by applicable law, neither party will issue any press release or make any other public communication with respect to this Agreement or Customer's use of the Service Offerings. Customer agrees that the contents of this Agreement are not publicly known and will not be disclosed by Customer.

12.10 Notice.

(a) **General.** Except as otherwise set forth in Section 12.10(b), to give notice to a party under this Agreement, each party must contact the other party as follows: (i) by facsimile transmission; or (ii) by personal delivery, overnight courier or registered or certified mail. Notices must be sent to the fax number of the other party listed on the Cover Page to this Agreement or addressed to the address of the other party listed on the Cover Page to this Agreement, or such other fax number or address as a party may subsequently designate in a notice to the other party. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

(b) **Electronic Notice.** AWS may provide notice to Customer: (i) under Sections 2.3 or 5.1 by (A) sending a message to the email address then associated with at least one of Customer's AWS Enterprise Accounts, or (B) posting a notice on the AWS Site, (ii) under Section 6.1 by sending a message to the email address then associated with Customer's applicable AWS Enterprise Account, and (iii) under Section 2.1 by sending a message to the email address then associated with at least one of Customer's AWS Enterprise Accounts (or such other email address as agreed upon by the parties) or via a support case. Any notices provided by posting on the AWS Site will be effective upon posting and notices provided by email will be effective when AWS sends the email.

12.11 No Third-Party Beneficiaries. Except as set forth in Section 9.1, this Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

12.12 No Waivers. The failure [REDACTED] to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit [REDACTED] right to enforce such provision at a later time. All waivers by [REDACTED] must be provided in a Notice to be effective.

12.13 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to give effect to the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

13. Definitions. Defined terms used in this Agreement with initial letters capitalized have the meanings given below:

"Acceptable Use Policy" means the policy currently available at <http://aws.amazon.com/aup> (and any successor or related locations designated by AWS), as it may be updated by AWS from time to time.

"Account Information" means information about Customer that Customer provides to AWS in connection with the creation or administration of an AWS Enterprise Account. For example, Account Information includes names, usernames, phone numbers, email addresses and billing information associated with an AWS Enterprise Account.

"Affiliate" means any entity that directly or indirectly controls, is controlled by or is under common control with that party.

"API" means an application program interface.

"AWS Content" means Content that AWS or any of its Affiliates makes available in connection with the Services or on the AWS Site to allow access to and use of the Services, including APIs; WSDLs; sample code; software libraries;



command line tools; proofs of concept, templates, and other related technology (including but not limited to any of the foregoing that are provided by any AWS personnel). AWS Content does not include the Services or Third-Party Content.

"AWS Customer Agreement" means AWS's standard user agreement posted on the AWS Site at <http://aws.amazon.com/agreement> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"AWS Enterprise Account" means an AWS account opened by Customer using a Customer-issued email address (with an email domain name that is owned by Customer) that includes Customer's full legal name in the "Company Name" field associated with the AWS account.

"AWS Marks" means any trademarks, service marks, service or trade names, logos, and other designations of AWS and its Affiliates that AWS may make available to Customer in connection with this Agreement.

"AWS Network" means AWS's data center facilities, servers, networking equipment, and host software systems (e.g., virtual firewalls) that are within AWS's control and are used to provide the Services.

[REDACTED]

"AWS Site" means <http://aws.amazon.com> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"Content" means software (including machine images), data, text, audio, video, or images.

"Customer Content" means Content that Customer or any End User transfers to AWS for processing, storage or hosting by the Services in connection with an AWS Enterprise Account and any computational results that Customer or any End User derive from the foregoing through its use of the Services. For example, Customer Content includes Content that Customer or any End User stores in Amazon Simple Storage Service. Customer Content does not include Account Information.

"Customer Submissions" means Content that Customer posts or otherwise submits to developer forums, sample code repositories, public data repositories, community-focused areas of the AWS Site, or any other part of the AWS site that allows third parties to make available software, products, or data.

"Disputed Amounts" means amounts disputed by Customer in a Notice and in good faith as billing errors.

"Documentation" means the user guides and admin guides (in each case exclusive of content referenced via hyperlink) for the Services located at <http://aws.amazon.com/documentation> (and any successor or related locations designated by AWS), as such user guides and admin guides may be updated by AWS from time to time.

"End User" means any individual or entity that directly or indirectly through another user: (a) accesses or uses Customer Content; or (b) otherwise accesses or uses the Service Offerings under an AWS Enterprise Account. The term "End User" does not include individuals or entities when they are accessing or using the Services or any Content under their own account, rather than an AWS Enterprise Account.

"Indirect Taxes" means applicable taxes and duties, including, without limitation, VAT, GST, excise taxes, sales and transactions taxes, and gross tax receipts.

"Losses" means any claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees).

[REDACTED]

"Notice" means any notice provided in accordance with Section 12.10.

"Policies" means the Acceptable Use Policy, Privacy Policy, the Terms of Use, the Service Terms, the Trademark Use Guidelines, all restrictions described in the AWS Content and on the AWS Site, and any other policy or terms referenced in or incorporated into this Agreement, but does not include whitepapers or other marketing materials referenced on the AWS Site.

"Privacy Policy" means the privacy policy currently referenced at <http://aws.amazon.com/privacy> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"Service" means each of the services made available by AWS or its Affiliates for which Customer registers via the AWS Site, including those web services described in the Service Terms. Services do not include Third-Party Content.

"Service Attributes" means Service usage data related to an AWS Enterprise Account, such as resource identifiers, metadata tags, security and access roles, rules, usage policies, permissions, usage statistics and analytics.

"Service Level Agreement" means all service level agreements that AWS offers with respect to the Services and post on the AWS Site, as they may be updated by AWS from time to time. The service level agreements that AWS currently offers with respect to the Services are located at <https://aws.amazon.com/legal/service-level-agreements> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"Service Offerings" means the Services, the AWS Content, the AWS Marks, and any other product or service provided by AWS under this Agreement. Service Offerings do not include Third-Party Content.

"Service Terms" means the rights and restrictions for particular Services located at <http://aws.amazon.com/serviceterms> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"Suggestions" means all suggested improvements to the Service Offerings that Customer provides to AWS.

"Term" means the term of this Agreement described in Section 7.1.

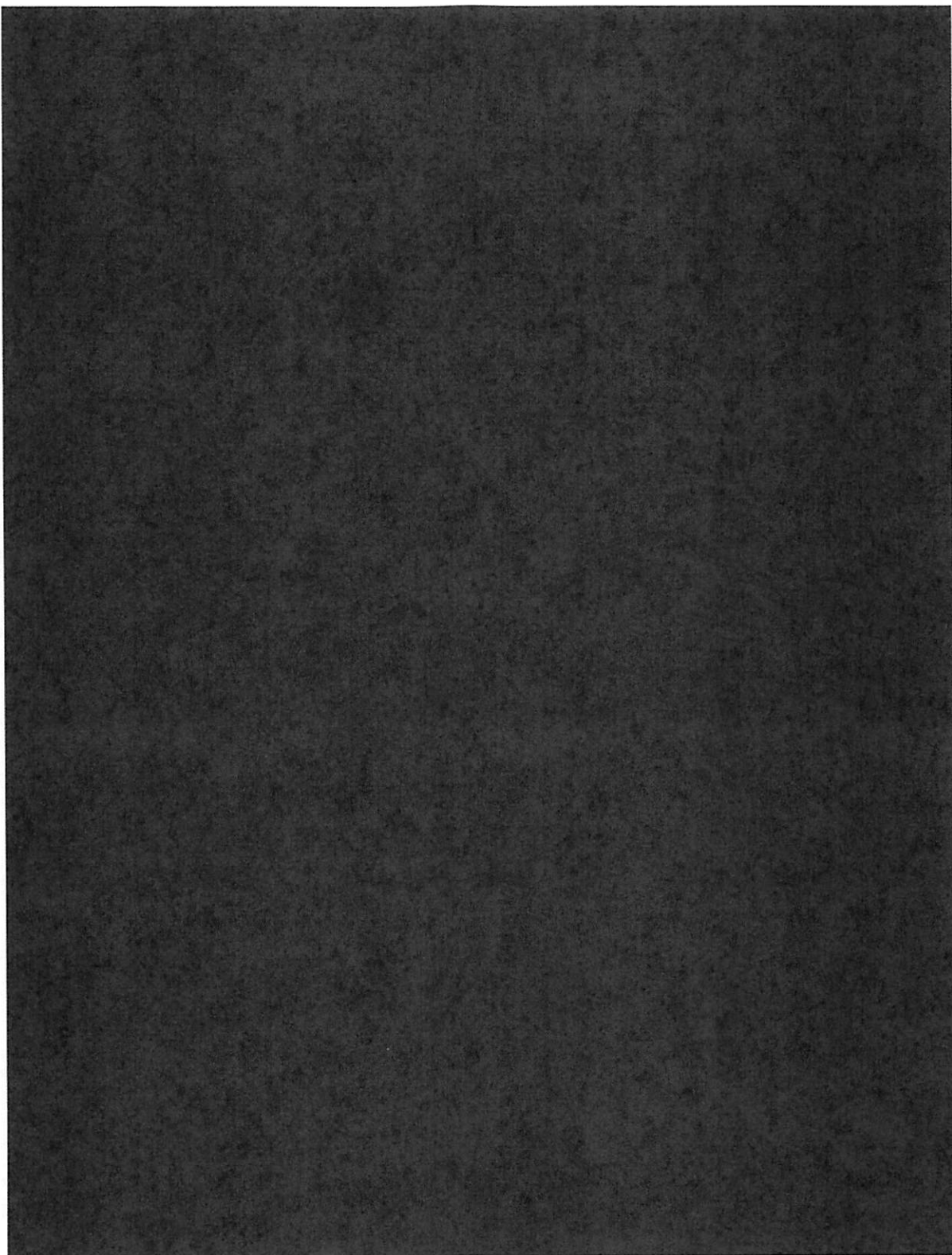
"Termination Date" means the effective date of termination provided in accordance with Section 7, in a Notice from one party to the other.

"Terms of Use" means the terms of use located at <http://aws.amazon.com/terms/> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"Third-Party Content" means Content of a third party made available on the AWS Marketplace or on developer forums, sample code repositories, public data repositories, community-focused areas of the AWS Site, or any other part of the AWS site that allows third parties to make available software, products, or data.

"Trademark Use Guidelines" means the guidelines and trademark license located at <http://aws.amazon.com/trademark-guidelines/> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.





AMENDMENT NO. 1 TO AWS ENTERPRISE AGREEMENT

This Amendment No. 1 (this "Amendment") to the AWS Enterprise Agreement (the "Agreement") dated February 28, 2017 by and between Amazon Web Services, Inc. ("AWS") and the State of Arizona, on behalf of its departments, agencies, commissions, and boards ("Customer") is effective as of February 28, 2017 (the "Amendment Effective Date"). Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment will have the meanings ascribed to them in the Agreement. The parties agree as follows:

1. **Termination for Convenience; Appropriations.** Section 7.2(a) ("Termination for Convenience") is deleted and is replaced with the following:

[REDACTED]

2. **Indemnification.** Section 9.1 of the Agreement ("Indemnification; General") is deleted and is replaced with the following:

[REDACTED]

3. **Governing Law; Venue.** Section 12.5 of the Agreement ("Governing Law; Venue") is deleted and is replaced with the following:

[REDACTED]

4. **Arizona State Provisions.** Section 12.14 ("Arizona State Provisions") is added to the Agreement following Section 12.13:





5. **Nondisclosure.** Customer agrees that the existence and details of this Amendment are not publicly known and constitute AWS Confidential Information [REDACTED]. Accordingly, Customer will not disclose this Amendment—in whole or in part [REDACTED].
6. **Entire Agreement; Conflict.** Except as amended by this Amendment, the Agreement will remain in full force and effect. This Amendment, together with the Agreement as amended by this Amendment: (a) is intended by the parties as a final, complete and exclusive expression of the terms of their agreement, and (b) supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof. If there is a conflict between the Agreement, this Amendment or any other amendment or addendum to the Agreement or this Amendment, the document later in time will prevail.
7. **Counterparts and Facsimile Delivery.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same document. The parties may sign and deliver this Amendment by facsimile transmission.

[Remainder of Page Intentionally Left Blank.]



IN WITNESS WHEREOF, Customer and AWS have executed this Amendment as of the Amendment Effective Date.

AMAZON WEB SERVICES, INC.

DocuSigned by:
By: Shannon Lowther
BD4BA6F1C8DA41A
Name: Shannon Lowther
Title: Authorized Representative
Date: March 14, 2017

THE STATE OF ARIZONA

By: [Signature]
Name: Charlotte Righetti
Title: State Procurement Manager
Date: 3.10.17



Attachment B
Arizona State Provisions

Capitalized terms not otherwise defined in this document have the meanings assigned to them in the applicable AWS Enterprise Customer Agreement.

1. **Nondiscrimination.** The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). If applicable, these regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, where applicable, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability. [REDACTED]
2. **Conflict of Interest.** If within three (3) years after the execution of this Agreement, AWS hires as an employee or agent any Customer representative who was significantly involved in negotiating, securing, drafting, or creating this Agreement, then Customer may—in accordance with its termination rights under 7.2(a) and 7.3 of this Agreement—cancel this Agreement as provided in A.R.S. § 38-511 (Section 38-511 of the Arizona Revised Statutes). [REDACTED]
3. **Arbitration in Superior Court.** As required by A.R.S. § 12-1518 (Section 12-1518 of the Arizona Revised Statutes), the parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to A.R.S. § 12-133. [REDACTED]
4. **Records.** To the extent required by Sections 35-214 and 35-215 of the Arizona Revised Statutes, the parties will retain all records relating to this Agreement. AWS will make its records available at all reasonable times for inspection and audit by Customer or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five (5) years after the completion of this Agreement. [REDACTED]
5. **E-Verify Requirements.** As required by A.R.S. § 41-4401 (Section 41-4401 of the Arizona Revised Statutes), Customer is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A) (verification of employee eligibility through the e-verify program). AWS warrants that it and its subcontractors comply with applicable federal immigration laws and regulations that relate to the immigration status of their employees and their compliance with A.R.S. § 23-214(A). Customer retains the legal right to inspect the papers of any contractor or subcontractor employee who works directly on the Agreement to ensure that the contractor or subcontractor is complying with the above warranty. Should Customer determine that AWS is not compliant, Customer may pursue all remedies permitted by law and this Agreement. [REDACTED]
6. **Section 508 Compliance.** Under A.R.S. § 18-132 (Section 18-132 of the Arizona Revised Statutes), Customer has an obligation to ensure that information technology is accessible to individuals with disabilities in accordance with the accessibility standards adopted under section 508 of the rehabilitation act of 1973 (29 United States Code section 794d) unless doing so would impose an undue burden on Customer. [REDACTED]





7. **Insurance.** To the extent set forth in this Paragraph 7, AWS will purchase and maintain insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of this Agreement by AWS, its agents, representatives, or employees. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement.

a. **Coverage Limits.** AWS will maintain coverage with limits of liability not less than those stated below:

i. **Commercial General Liability – Occurrence Form.** Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage. Policy's blanket endorsements shall include Customer as additional insureds and contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of AWS.

• General Aggregate	\$5,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

ii. **Worker's Compensation and Employers' Liability.** Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of AWS. This sub-paragraph 7(a)(ii) will not apply to AWS or any subcontractor exempt under A.R.S. 23-901.

• Workers' Compensation	Statutory
• Employers' Liability	
- Each Accident	\$1,000,000
- Disease – Each Employee	\$1,000,000
- Disease – Policy Limit	\$1,000,000

b. **Acceptability of Insurers.** Insurance shall be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating or not less than A- VII. Customer in no way warrants that the above required minimum insurer rating is sufficient to protect AWS from potential insurer insolvency.

c. **Verification of Coverage.** AWS will make available a memorandum of insurance ("MOI") evidencing that AWS has the insurance required by this Agreement: www.amazon.com/moi (or its successor location). All evidence of insurance required by this Agreement will be made available via the above MOI link.

d. **Approval.** These insurance requirements are standard insurance requirements. Any modification or variation from these insurance requirements will require the approval of the Arizona Department of Administration Risk Management Section.

8. **Boycott of Israel.** AWS is not knowingly engaged in a boycott of Israel as defined in A.R.S. § 35-393.01 (Section 35-393.01 of the Arizona Revised Statutes)



	Bid Requirement?	Ivalua	Periscope	CGI/Ariba	Value to the State of Arizona taxpayers with Ivalua
Total Software fee FY17-FY27	Y	\$ 14,120,434.67	\$ 13,672,320.00	\$ 21,329,635.90	\$0.5M over 10 years incremental software cost over Periscope
Software Services for the cost					
Supplier Management					
: Supplier Information management	Y				Lacking today, this will improve State's value from its costs
: Supplier Performance Management	Y				Maximize taxpayer \$ return, Provide small and disadvantaged business opportunity to improve their service to state
: Supplier Risk Management	Y				Reduces probability of embarrassment to policymakers and public procurement by forwarding of risky situations, unethical practices
: Improvement Plans	Y				Provides procurement tools to work with small and disadvantaged suppliers collaboratively to provide better opportunity by improving performance
eSourcing					
: Sourcing Projects	Y				Reduce embarrassing delays to projects in DOT and other time-critical CAPEX purchases
: RFX and Auctions	Y				
eBidding Public Portal	Y				
Contract Management	Y		3rd party product		Periscope Contract Mgmt is an un-integrated 3rd party product not owned by Periscope and presents significant risk to State TCO
Content Management	Y				
: Procurement Document Management	Y				Allows State to hold Suppliers more accountable for compliance to insurance, MWBE etc. documentation requirements
Catalogs and pricing	Y				Allows State to do more preference purchases thereby reducing maverick spend and reducing costs for procurement
Purchasing	Y				
Quote Management	Y				
Savings Tracking	Y				Maximize use of taxpayer dollars and return savings to taxpayers
Spend Analysis					
: Spend Reporting and analytics	Y		3rd party product		Periscope Reporting is third party product - un-integrated and now owned by CSC - which forces Periscope to discontinue this service if Periscope bid this product
: Spend Cleansing Workbench	Y				State becomes self-reliant reducing total cost of ownership
Invoice Management	Y				
Program and Project Management	Y				Better management of DOT procurement programs and needs
Services Procurement	Y				Temp labor documentation verification and compliance reducing embarrassing situations (e.g. immigration documents)
Integration Toolbox	Y				Reducing total cost of ownership through self-reliance on integration requirements
Continual Annual Training to ALL users at ALL agencies	Y				Best-trained workforce in State agencies to ensure compliance to procurement policies and governance
Value and Market Leadership					
Gartner Magic Quadrant Rating		Leader (best)	Did not qualify for consideration	Visionary (second-best)	State gets market leading solution

Spend Matters Analyst Rating		Value Leader (Best)	Did not qualify for consideration	Fourth Best	State gets best value solution
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Periscope ProcureAZ Contract

- No SLA's or liquidated damages
- 23 change order between FY10 – FY13: OVER \$5M additional cost
- Loan signed by Jean Clark with Periscope on 6/1/09: \$1.3M capitol cost, 3 years, 5% annual interest rate
- Threat to increase rates 300% in April 2018 when support contract expires
- Auditor General Report in Nov. 2014: Improper use of cooperative fees to pay for \$7.4M to maintain ProcureAZ
- Jean Clark retires from State in Feb 2014
- Jean Clark becomes senior executive at Periscope in March 2014
- Barbara Corella at State Procurement Office signs a "Competition Impracticable" contract with Periscope in April 2014
- Initial Quoted Cost: \$8,790,035M
- Actual Cost with change orders, financing, support charges: OVER \$18M

Protest Data: LOW rate of success

- FY14: 29 protests, 4 sustained
- FY15: 22 protests, 1 sustained
- FY16: 37 protests, 5 sustained

Periscope Lost RFP because Did Not Meet System Requirements – True Cost Higher than Quoted Price

- Contract management is not native to the Periscope application, is provided by a third party solution, separate company, and contains NO integration. They cannot demonstrate it and AZ never licensed CLM.
- Sourcing not built for and cannot handle services sourcing. Difficult work arounds for complex construction bids. No support for program management or cooperative programs.
- There is very limited "Amazon-like" catalog capabilities.
- Only 60-70% of the Periscope solution uses their new UI. They have not been able to complete the migration of some pages and functionality.
- Not one client has used Periscope reverse auctions in years. It hasn't been tested in years.
- The integration from BidSync supplier management and bid award is extremely limited. Periscope has made the decision to only use the BidSync portal and has not built out the integration.
- Invoicing was recently developed for Texas A&M and the main campus backed out of the contract because Periscope could not get it to work.
- Periscope has no integration that has truly worked with CGI AMS including AZ. It's very limited and clunky. Periscope has NO standard integration. It is always custom.
- Reporting uses a 3rd party tool for all reporting and printing (both physical and PDF). This tool is on a basic version and not even the professional version. Licensing and using it with clients is very questionable. Risk here for the state is tremendous.
- Periscope partners with Spikes Cavell for Spend Analytics and it wasn't a part of their response. (Spikes was acquired by CSC, which does not have a Public Sector business, so the future is unclear.)
- Periscope has little to no "marketplace" capability. States like Oklahoma, Montana, Georgia, Virginia, Tennessee and many more all have solutions that provide this modern capability. They are progressing well ahead of AZ.
- Periscope reporting and CLM capabilities are 3rd parties. This lends risk to Periscope's customers should those solutions be acquired (like Spikes Cavell already does). "Executives", department heads, etc. would not have any capability in reporting to drill down from top level to PO, invoice, etc. detail to truly get the insight they need to assess, avert risk or make policy efficiently.
- No training price quote
- Other services NOT Bid (More Change Orders): Supplier enablement, change management support, configuration services, reporting and analysis, testing and data conversion, additional integration services.



Periscope Holdings has served as the State of Arizona's electronic procurement solution provider since 2009 and had a contract for continued support until April, 2017. Over the last 7 years, Periscope has always conducted business with Arizona with integrity. Periscope Holdings holds its company to the highest operating standards including providing clear contract language, fair billing and excellent service.

On September 20, 2017 Ivalua's lobbyist, Ms. Jennifer Woods, distributed statements on Periscope Holdings to members of the Joint Legislative Budget Committee (JLBC) that contained inaccuracies and misinformation. Ivalua regularly competes with Periscope Holdings for eProcurement contracts in the public sector, including the State of Arizona. None of the content Ivalua presented was provided by current executives or employees at Periscope Holdings. Ivalua did not reach out to Periscope Holdings for approval on the content prior to distributing, therefore the majority of the content in the document is incorrect and/or misrepresented. Below are Periscope's responses to Ivalua's accusations.

PERISCOPE PROCUREAZ CONTRACT

- No SLA's or liquidated damages in contract
Response – The original contract from the State had very simple SLA's for performance. In 2015, we presented Terri Johnson and the AZ team with more detailed SLA to adopt. They never adopted.

- 23 change orders between FY10 - FV13: OVER \$5M additional cost
Response – See response on cost below.

- Loan signed by Jean Clark with Periscope on 6/1/09: \$1.3M capitol cost, 3 years, 5% annual interest rate
Response – Due to the State \$1.4 billion budget short fall there was no money to start the project. Periscope in partnership with the State financed the project so they could get revenue started. Periscope also didn't charge the State services until the revenue started. This was a true public private partnership. Frankly, we have no idea what Ivalua is trying to say.

- Threat to increase rates 300% in April 2018 when support contract expires
Response – Periscope gave the State 3 options, including a 1, 3 or 5 year extension. The State was given significant discounts for the 3 and 5 year options from the original contract. The 1-year option had a slight increase from the current pricing. There was never any threat to increase rates by 300%, this is inaccurate and unsubstantiated.

- Auditor General Report in Nov. 2014: Improper use of cooperative fees to pay for \$7.4M to maintain ProcureAZ
Response – We have never seen this report. If this is the case then how does the State expect to pay Ivalua with the same type of fee? Additionally, is the State eliminating the assessment and collection of the fee moving forward? If so, how will the eProcurement

system be funded? General fund appropriation? State agency assessments?

- Jean Clark retires from State in Feb 2014

Response - We will not dignify a response to this attack on one of the most honest, well respected people in the procurement profession. Jean Clark has been recognized by many in the profession as a leader with the utmost integrity.

- Jean Clark becomes senior executive at Periscope in March 2014

Response – same as above

- Barbara Corella at State Procurement Office signs a "Competition Impracticable" contract with Periscope in April 2014

Response – this is correct. At the time the State had no intention of wasting tax payer money to replace a system that has saved the state over \$250 million and won multiple awards. Prior to execution of the contract, Ms. Corella performed a thorough analysis, with agency participation and involvement, in making the determination.

- Initial Quoted Cost: \$8,790,035M

Response - That was for the first two phases of the project. There were 3 additional phases.

- Actual Cost with change orders, financing support charges: OVER \$18M

Response - More untruths. The State did not spend \$18M, it was \$15.98M and under the Brewer administration we know the transaction fee covered all costs of system including ADOA procurement staffing. That will not be the case under the new contract.

The project had 5 phases, not change orders. Documented savings was \$50 million a year and revenue was \$3 million a year. Over 5 years the State net savings were \$265 million (savings and revenue) - \$15.98 million (cost) = \$249.02 million total savings.

Phases 1-4 were all referenced in the original solicitation as potential functionality/services, they were:

Phase 1 – Vendor management, Sourcing and Catalog

Phase 2 – Requisition to Purchase Order (integration to mainframe)

Phase 3 – Invoice Implementation

Phase 4 – Business intelligence, spend management and contract rationalizing through data.

Phase 5 - Integration to CGI Advantage (AFIS)

PROTEST INFORMATION

After a thorough review of the record, ADOA Director determined Periscope had no alleged any factual or legal error and had no valid basis for protest. Stay of Procurement was denied, appeal was dismissed without a hearing.

- **Response:** Periscope Holdings has continued to follow the proper solicitation protest

process put in place by Arizona, including requesting a Stay of Procurement. Part of the protest process, a Stay of Procurement helps protect taxpayer dollars, preventing any spend on the solicitation in protest until the process is complete. ADOA chose to not refer the protest to the Office of Administrative Hearings, instead denying the protest outright. Periscope is pursuing an appeal in Superior Court as is our right under the protest process. We anticipate a decision within 4-6 weeks.

PERISCOPE DOES NOT HAVE LOWEST PRICING

Periscope lost the RFP because it didn't meet system requirements. As a result, Periscope's TRUE costs are much higher because it must purchase additional third-party products and pay high consulting fees to customize its solution.

- Contract management is not native to the Periscope application, is provided by a third party solution, separate company, and contains NO integration. They cannot demonstrate it and AZ never licensed CLM.
 - *Response: Our Contract Lifecycle Management (CLM) module was demonstrated to the State during our oral presentation, so it clearly can be demonstrated. Further, licensing and implementation costs were included in our proposal as part of our base pricing; therefore the statement that this will lead to increased costs is patently untrue.*

*As stated in our clarification to the State submitted on February 27, 2017:
The Periscope Contract Lifecycle Management (CLM) tool (of which the Contract Wizard is a component) is included within our proposal, and costs to implement as outlined in our proposal are included within our cost schedule. It is available for implementation currently and would be delivered within our project timeline proposed. As discussed during our oral presentation, it will be necessary to spend time working with the State to determine the best way to utilize the functionalities it presents, particularly given the State's contract award policies and procedures. Our proposal includes the hours to lead this process.*

At this time, CLM is not integrated to BuySpeed, but an integration is on our product roadmap. If awarded this contract, Periscope will commit to delivering an integration within the next 12 months at no additional cost to the State, unless customizations are required.

- Sourcing not built for and cannot handle services sourcing. Difficult work arounds for complex construction bids. No support for program management or cooperative programs.
 - *Response: Arizona has used BuySpeed to manage services sourcing throughout the history of ProcureAZ. In addition, 72 construction projects have been sourced through ProcureAZ. It is also unclear what is meant by "No support for program management or cooperative programs," as ProcureAZ fueled increases in purchasing volume through the State's cooperative after go-live. Further, the extensive use of RFPs and cooperative sourcing by the Commonwealth of Massachusetts, State of Michigan, and the State of Maryland stand in contrast to this statement. In fact, Periscope is a leader in building such*

cooperative sourcing programs for states, while Ivalua does not have any referenceable experience in the U.S. with other states.

- There is very limited "Amazon-like" catalog capabilities.
 - ***Response:*** *Beginning with version 13.0, BuySpeed includes enhanced catalog searching, including images, robust searching using ElasticSearch, and agency and supplier catalog management capabilities. Commonwealth of Massachusetts is one of many states that use our enhanced catalog functionality.*
- Only 60-70% of the Periscope solution uses their new UI. They have not been able to complete the migration of some pages and functionality.
 - ***Response:*** *Periscope user experience (UX) changes have been based on feedback from customers, targeting those areas where high-volume interactions would benefit most from new screen layouts, reduced clickiness, and overall refresh. The focus of these changes has not been due to any limitation, as implied by this comment, but rather due to a desire to focus on high-impact areas that would not require significant retraining of customers. For example, Arizona could take an upgrade with limited retraining, while a complete UX overhaul would have significant change management/training implications.*
- Not one client has used Periscope reverse auctions in years. It hasn't been tested in years.
 - ***Response:*** *Reverse auction functionality is provided in BuySpeed. However, use within BuySpeed has waned in recent years as reverse auctions have become less "in vogue" in the public sector. Reverse Auction functionality is tested in all our solutions.*
- The integration from BidSync supplier management and bid award is extremely limited. Periscope has made the decision to only use the BidSync portal and has not built out the integration.
 - ***Response:*** *The BuySpeed-BidSync integration allows BuySpeed/ProcureAZ suppliers to gain access to a national database of bid opportunities. Likewise, it allows agency users to post bid notifications not only to their local supplier base (e.g., ProcureAZ), but also to a database of over 900,000 suppliers across the nation. Bid data and supplier data is integrated between the two systems. It is unclear what is meant by the statement that Periscope "has not built out the integration."*
- Invoicing was recently developed for Texas A&M and the main campus backed out of the contract because Periscope could not get it to work.
 - ***Response:*** *Periscope has a configurable invoicing capability that we are working with a client and supplier partners to implement.*
- Periscope has no integration that has truly worked with CGI AMS including AZ. It's very limited and clunky. Periscope has NO standard integration. It is always custom.
 - ***Response:*** *Unlike Ivalua, Periscope has 2 interfaces working with government clients*

who use CGI Advantage/AMS: the State of Arizona and the City of Tucson. The statement that "Periscope has NO standard integration" is not true. We have developed a standard integration platform that can be deployed without any XML transforms (example: Collierville, Tennessee and the Port of Houston Authority), or with XML transforms configured (not customized) by Periscope (example: State of New Jersey, State of Illinois).

- Reporting uses a 3rd party tool for all reporting and printing (both physical and PDF). This tool is on a basic version and not even the professional version. Licensing and using it with clients is very questionable. Risk here for the state is tremendous.
 - **Response:** Like many solutions, Periscope does leverage a 3rd party tool for our Business Intelligence engine. This tool is licensed by Periscope and costs are included within our baseline pricing. It is not clear what is meant by "Licensing and using it with clients is very questionable", as this appears to be a scurrilous attempt to say that Periscope is violating licensing terms. There is no basis for such a statement.

Based on a review of Ivalua's proposal to the State, it appears that reporting and analytics will require a combination of technology tools provided by Ivalua and their partner KPMG, as well as expensive Big 5 consulting rates. Periscope's approach, as implemented successfully at the Commonwealth of Massachusetts, is to train knowledgeable resources on use of our tool so that they can provide ongoing and sustained reporting. This approach was recommended in our proposal to the State of Arizona.

- Periscope partners with Spikes Cavell for Spend Analytics and it wasn't a part of their response. (Spikes was acquired by CSC, which does not have a Public Sector business, so the future is unclear.)
 - **Response:** Periscope does indeed have a partnership with Spikes Cavell to provide augmented Spend Analytics. We did not include as part of our response, as we did not believe that the State's RFP was looking for such augmentation of analytics. We actually did a spend analytics project for the State in 2011 that won many national awards. The new administration should leverage those finding and continue forward on that path.
- Periscope has little to no "marketplace" capability. States like Oklahoma, Montana, Georgia, Virginia, Tennessee and many more all have solutions that provide this modern capability. They are progressing well ahead of AZ.
 - **Response:** This statement is false. One of the best examples of the marketplace capabilities supported by Periscope is the COMMBUYS marketplace run by the Commonwealth of Massachusetts. Over \$1 billion in spend and over 100,000 orders have gone through the COMMBUYS marketplace in the past 3 years. This marketplace is used by state agencies, local governments, school districts, universities, transit providers, and even non-profits.

In fact, the marketplace is thriving and is a key driver of both revenue for the State and business opportunities for small businesses in the state.

Ivalua has no State references for their marketplace.

- Periscope reporting and CLM capabilities are 3rd parties. This lends risk to Periscope's customers should those solutions be acquired (like Spikes Cavell already does). "Executives", department heads, etc. would not have any capability in reporting to drill down from top level to PO, invoice, etc. detail to truly get the insight they need to assess, avert risk or make policy efficiently.
 - Response: *This comment is based on an outdated view of technology as requiring a monolithic solution. Periscope does indeed seek out 3rd party providers to partner with, integrate to, and imbed within our solution when we believe they have a tool that can bring immediate value to our customers. Like other modern technology providers, we will continue to take this approach in the future.*

- Other services NOT Bid (More Change Orders): Supplier enablement, change management support, configuration services, reporting and analysis, testing and data conversion, additional integration services.
 - Response: *The statement above is not true. Our proposal included a Change Management Lead and Training Lead (change management support), a configuration consultant (configuration services), a BI/Analytics Lead and Reporting Lead (reporting and analysis), and the pool of development hours which could be used for data conversion or additional integration services.*

***Please contact Kelsey Lundy at (602) 617-7570 with any questions.**

ADOA eProcurement JLBC Meeting September 19th Follow Up

Kelsey Lundy <kelsey@compassstrategiesaz.com>

Thu 10/19/2017 3:12 PM

To: Don Shooter <DShooter@azleg.gov>; John Allen <jallen@azleg.gov>; Lela Alston <LAlston@azleg.gov>; Russell Bowers <RBowers@azleg.gov>; Charlene Fernandez <CFernandez@azleg.gov>; Vince Leach <VLeach@azleg.gov>; David Livingston <dlivingston@azleg.gov>; Michelle Ugentit Rita <mugentitrita@azleg.gov>; Debbie Lesko <DLesko@azleg.gov>; Olivia Cajero Bedford <OCajeroBedford@azleg.gov>; Steve Farley <SFarley@azleg.gov>; David Farnsworth <DFarnsworth@azleg.gov>; Katie Hobbs <KHobbs@azleg.gov>; John Kavanagh <JKavanagh@azleg.gov>; Warren Petersen <wpetersen@azleg.gov>; Kimberly Yee <KYee@azleg.gov>;

Cc: Brian Townsend <brian@terrapinaz.com>; Reed Spangler <RSpangler@azleg.gov>; Ryan Sullivan <RSullivan@azleg.gov>; Wendy Baldo <wbaldo@azleg.gov>; Michael Hunter <mhunter@azleg.gov>; Richard Stavneak <RStavneak@azleg.gov>;

2 attachments (225 KB)

Ivalua Periscope Document.pdf; Ivalua Periscope Document Response FINAL.docx;

Dear Members of the Joint Legislative Budget Committee,
On September 19, 2017, JLBC met and one of the agenda items (7A ADOA eProcurement) was discussed during executive session and in open session motions to favorably review failed to pass. On behalf of our client, Periscope – the current eProcure vendor, I'd like to clarify a few issues. Periscope has filed a Notice of Appeal with the Arizona Superior Court as part of their protest of the RFP awarded by ADOA.

1. Protest Process – As you are aware, Periscope has utilized its right to protest the RFP award. During the administrative protest process there are 2 processes – the initial protest to the State Procurement Officer and, if denied by the SPO, an appeal of that decision to the ADOA Director. Periscope's protest was denied by the SPO and appealed to the ADOA Director. At this point the ADOA Director has 3 options: 1) uphold the protest and rebid the RFP, 2) send the protest to the Office of Administrative Hearings for review and recommendation to the ADOA Director, or 3) deny the protest. The ADOA Director denied Periscope's protest and sent a letter to Periscope on the same day that the amended JLBC agenda was posted. The next step is to appeal that decision to the Arizona Superior Court, which Periscope has chosen to pursue, and filed their Notice of Appeal on Tuesday, September 26th, one week after the September 19th JLBC meeting. The protest period has not ended and my client anticipates the Arizona Superior Court process to take 4-6 months. It is worth noting that Periscope sent a letter to Director Brown requesting that he and his Deputy Director recuse themselves from the final administrative decision given my client's belief that they had a bias against Periscope being awarded the eProcure RFP.
2. Appropriations for the New eProcure System – When Periscope was awarded the eProcure contract in 2009, the basis for the building of the system was that it would 1) not need an appropriation, and 2) once operational, financially pay for the cost of the system and ADOA procurement staff. The current eProcure system run by Periscope has saved the state \$50 million annually and generated revenues of \$3 million annually. Over the first 5 years of the eProcure system the state saved just under \$250 million. The new system, according to the documents provided to JLBC members, will cost \$12.1 million in project development costs and an ongoing licensing fee of \$1.7 million. ADOA claims that part of the reason for a new system is that the current vendor, Periscope, lacks the ability to integrate with the state's financial system, AFIS. The cost to fully integrate the current Periscope eProcure with the state's AFIS system is \$1 million. ADOA includes this exact cost to integrate the new eProcure vendor, Ivalua, with the AFIS system. The 2017-2018 budget appropriated \$9 million towards the new eProcure system. ADOA, as part of their 2018-2019 budget request, has asked for an additional \$4 million.

3. **Periscope Document** – It was brought to our attention that Ivalua's lobbyist, Ms. Jennifer Woods, distributed a one-page document to most JLBC members prior to the JLBC meeting on September 19th. The document is attached. This document contained many inaccurate and misleading statements. Periscope's response to this document is also attached. In order to prevent confusion on who is distributing Periscope's document, it is on Compass Strategies letterhead and my contact information is provided at the bottom of the document. In addition, my client is very concerned about where Ivalua received this information and whether privileged information was obtained and misrepresented. Periscope has notified those that potentially were involved with the creation of this document of their obligations in this regard.

Periscope believes that the eProcure RFP was not carried out in a fair and unbiased manner and looks forward to having this issue resolved by the Superior Court. Periscope wants to ensure that the process is followed accurately and fairly. Thank you for the opportunity to clarify the above issues. Please feel free to contact myself, (602)617-7570, or Brian Townsend, (480)242-5294, for any further information or with additional questions.

Kelsey

Kelsey

1 of 1

CHAIRMAN DON SHOOTER
1700 WEST WASHINGTON, SUITE H
PHOENIX, ARIZONA 85007-2844
CAPITOL PHONE: (602) 928-4139
TOLL FREE: 1-800-352-8404
dshooter@azleg.gov

DISTRICT 13

COMMITTEES:
APPROPRIATIONS, CHAIRMAN
EDUCATION

JOINT LEGISLATIVE BUDGET
COMMITTEE - CHAIRMAN
JOINT COMMITTEE ON CAPITAL REVIEW
INFORMATION TECHNOLOGY
AUTHORIZATION COMMITTEE

Arizona House of Representatives
Phoenix, Arizona 85007

August 1, 2017

Mr. Craig C. Brown, Director
Office of the Director
Arizona Department of Administration
100 N. 15th Avenue
Phoenix, Arizona 85007

Re: "Competition Not Practicable" Finding for General Cloud Services

Dear Director Brown:

Thank you for meeting with me. I still have the same questions.

Why has our state not put out for bid a request for general cloud services? It is my understanding that once the state completes a competitive bid process, the state may then select and maintain a list of numerous, authorized, general cloud service providers that state agencies may choose from. Yet, it is my understanding that state agencies looking to procure cloud services are directed by Morgan Reed and the State Procurement Office, to the only state contract for general cloud services that which was not competitively bid. How can this be?

Discouraging competition in technology contracts by ADOA has been issue that I have been trying to solve for years. My concerns relating to issues of fairness at ADOA continue to arise. In April, I learned that the State of Arizona entered into a "Sole Source" contract to obtain "general cloud services". It is not clear to me how the use of a sole source contract for general cloud services is appropriate.

According to the Arizona procurement code:

[T]he term "sole source procurement" means a material or service procured without competition when:

- 1. There is only a single source for the material or service, or**
- 2. No reasonable alternative source exists.**

Now, my background is not in law nor technology, but I do know a little something about the basic principles of fairness and am *very* familiar with the interests of taxpayers. Please explain to me how a sole source contract for general cloud services, which I am certain that more than only one company offers or would like the opportunity to offer at a competitive price, makes any sense. Just walking through the Phoenix airport you'll find advertisements for a dozen cloud

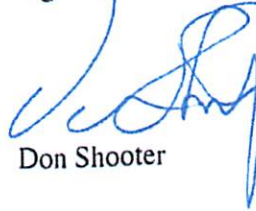
service providers. By my estimation, the state of Arizona taxpayers, agencies and vendors are being hornswaggled and after giving you a chance for months to come up with a fair approach to this problem, I have lost my faith that representatives of ADOA will be making better decisions anytime soon.

The 'competition impracticable' determination is improper, incorrect and potentially damaging to Governor Ducey as it is obviously favoritism. I am certain that this is the total antithesis of what Governor Ducey's free market principals demand. I am very concerned that every day this issue goes unresolved puts Governor Ducey in unnecessary jeopardy. Why would you do that?

State IT representatives have promoted, publically, their reliance on their sole source contract for cloud needs. In fact, I understand that our State CIO, when speaking at a technology forum, pronounced the state's intention to remain the state that buys/spends the most on cloud services of any state in the country from the provider who was given the sole source contract, and in fact, hopes to increase our state's current spending with that particular vendor.

You have promised to solve this problem for three months. Stakeholder meetings were promised but none have been called. Therefore, I will host my own stakeholder meetings, with as many cloud vendors as want to attend and provide me their opinions and potential resolutions to this nonsense. Then I will hold public committee hearings where I am certain shining some light on the issue will help disinfect unfair practices.

Signed,

A handwritten signature in blue ink, appearing to read 'Don Shooter', written over a printed name.

Don Shooter

cc: Kevin Donnellan
Nicole Ong
Gretchen Martinez



Arizona Department of
Public Safety

Case Report

Details

<i>Involved Incident #(s)</i>	<i>Date/Time</i>	<i>Location</i>
AZ1700005732	04/19/2017 10:45	1700 W Washington St, Phoenix, Arizona 85007
Arizona vs.		
<i>Case Agent:</i>	#7108 GLUECK, T.	
<i>Case File #:</i>	C17001713	
<i>Case Class:</i>	Incident	

Synopsis

No report text found



Arizona Department of
Public Safety

Victim/Witness List

Victims

Donald Shooter

Office/employment: 1700 W Washington St, Phoenix, Arizona 85007

DPS Employees / Investigators

Tristan Glueck, #7108

Case agent

TGlueck@azdps.gov

Tonya Noah, #6329

Case supervisor

TNoah@azdps.gov

Stuart McGuffin, #6922

Assisting detective

SMcGuffin@azdps.gov

William Rainey Jr, #6849

Assisting detective

BRainey@azdps.gov



Arizona Department of
Public Safety

General Report

Incident Number: AZ1700005732

Author: #7108 GLUECK, T.

Notification

On Wednesday April 19, 2017, the Arizona Department of Public Safety (DPS), Threat Mitigation Unit (TMU), Detective Tristan Glueck, #7108, was informed by DPS TMU Sergeant Tonya Noah, #6329, of a request from the legislative liaison detail at the Arizona State Capitol to evaluate a possible threat. The threat was reported by Arizona Representative Donald Shooter's assistant.

Investigative Actions

The initial information provided to Detective Glueck conveyed that a silver Honda CRV, bearing Arizona license plate #AAK6071, had followed Mr. Shooter from a softball game. Mr. Shooter attempted to lose the driver who was following him. Mr. Shooter then conveyed when he confronted the vehicle the driver ran him off the road and sped off. Mr. Shooter said he identified the license plate, and believed he knew who the driver was and had a restraining order against him. Mr. Shooter further stated he believed the driver was a former FBI agent, and felt threatened by him.

Further checks revealed Arizona license plate #AAK6071 is registered to Daniel Ryan D.O.B.

Mr. Ryan did not have a restraining order on his record. Mr. Ryan was a licensed Private Investigator in Arizona for the firm "Specialized Investigations".

Sergeant Noah and Detective Glueck contacted Mr. Shooter via telephone and Mr. Shooter said he would prefer to meet in person. At approximately 1237 hours, Sergeant Noah and Detective Glueck met with Mr. Shooter in his office. Mr. Shooter said on the night of April 18, 2017, he attended a Legislature/Lobbyist softball game in Tempe. Following the game, he noticed a silver sport utility vehicle, but did not think too much of it.

After leaving the game he drove to the Buttes, also located in Tempe, for drinks with a friend arriving at 10:00 p.m. Mr. Shooter stated he left the Buttes at approximately 10:30 p.m. and he noticed the silver SUV following him. He stated he attempted to lose the SUV by driving down rarely used streets and into the Biltmore Mall, but ultimately ended up at his house. Mr. Shooter stated he pulled into his driveway, exited his vehicle and saw the SUV still near him. Mr. Shooter said he got back into his vehicle to confront the subject in the SUV. Mr. Shooter said he drove toward the SUV, which drove away in a manner that almost ran him off the road, "like it



General Report Continued

was playing chicken". Detective Glueck asked Mr. Shooter what type of vehicle he drove, and he said a black Mercedes Sedan.

Mr. Shooter said he followed the SUV and confirmed it was the same vehicle as earlier via the license plate. Mr. Shooter said the vehicle did not have any other indicia or unique characteristics to identify it.

Mr. Shooter asked Detective Glueck and Sergeant Noah for the information obtained from the license plate he provided. Sergeant Noah explained to Mr. Shooter the information is not for public dissemination, and by providing it to Mr. Shooter it would be a breach of ethics and law. Mr. Shooter said he understood and did not want Sergeant Noah or Detective Glueck to do anything illegal.

Detective Glueck asked Mr. Shooter to identify the subject he believed was after him, and had a restraining order against. Mr. Shooter said he could not remember the exact name, but it was a Private Investigator, with an FBI background, and he believed the name was Doug Hopkins, or Hoskins. Mr. Shooter told Detective Glueck the restraining order was two or three years old. When Mr. Shooter was told the individual with the license plate was not that subject; and had no restraining orders, Mr. Shooter suggested it might be the same man but with another name. Mr. Shooter said the investigator he had a restraining order on was an older white male.

Detective Glueck located the licensed Private Investigator named Douglas Hopkins who was an older white male, and worked for a Firm called Gbi Associates. On their webpage one of the boasting points is they employ former FBI agents. Detective Glueck compared photographs of Mr. Ryan, and Douglas Hopkins. Based on the photographs they do not bear a physical resemblance.

At approximately 1554 hours, Sergeant Noah, Detective Glueck, Detective Bill Rainey, #6849, and Border Patrol Agent J Rodriguez, #80320, went to Mr. Ryan's residence of record at _____ in _____ Arizona to speak with him regarding the events. No contact was made at the residence. Detective Glueck contacted three telephone numbers listed as possibly belonging to Mr. Ryan.

- The first phone number, (_____) was for Specialized Investigations (Mr. Ryan's firm).
- The second phone number, (_____) returned to a female voicemail (Mr. Ryan is listed as having a wife).
- The third phone number, (_____) : and was answered by a male subject identifying himself as Ted Matz.



General Report Continued

Mr. Matz informed Detective Glueck he was a friend of Mr. Ryan. Mr. Matz told Detective Glueck the best number to reach Mr. Ryan was (). Detective Glueck left a voicemail on (), and (), with a request for Ryan to call him.

On April 20, 2017, at approximately 0814 hours, Detective Glueck received a telephone call from Mr. Ryan. Detective Glueck explained Mr. Ryan's vehicle had been reported in an area where erratic driving had been reported and Detective Glueck wanted to speak with him in person regarding anything he may have witnessed, or participated in. Mr. Ryan Told Detective Glueck to speak with his attorney Ted Matz, and provided the phone number. It should be noted this was the same number Detective Glueck spoke with Mr. Matz on the previous day.

When contacted again, Mr. Matz asked Detective Glueck what he wanted to speak with Mr. Ryan about. Detective Glueck explained Ryan's vehicle had been reported in an area where erratic driving had been reported and Detective Glueck wanted to speak with Mr. Ryan regarding it. Mr. Matz advised Mr. Ryan had been hired by a client, and on the night in question he was conducting surveillance. Mr. Matz said Mr. Ryan called 911 to report the vehicle he was following was possibly being operated by a drunk driver.

Sergeant Noah and Detective Glueck contacted DPS Operational Communications (Opcomm) and requested a search of any Attempt to Locate (ATL) calls from the approximately time frame provided by Mr. Shooter. Opcomm received a call at 2208 hours from a party who refused to identify himself. The party described a possible drunk driver on State Route 143, in a black Mercedes bearing Arizona License plate #AZD6090. The license plate returns to Susan Mr. Shooter, and the vehicle matches the description given by Mr. Shooter of the vehicle he was driving on April 18th.

Detective Glueck contacted the Phoenix Police Department to see if there were any additional 911 calls related to the vehicles in question. A call including a description of the Mercedes, as found in the Phoenix Police dispatch logs. The call conveyed a possible drunk driver in a black Mercedes being followed by a Honda SUV (described by the caller). The call indicates the reporting party lost visual contact with the Mercedes at the Biltmore.

On April 21, 2017, at approximately 0810 hours, Detective Glueck spoke with Maricopa County Prosecuting Attorney Rebecca Jones, regarding the elements of this case. After hearing the elements of the case Ms. Jones advised she did not see a criminal nexus through which to proceed. The lack of identification of the subject driving the SUV, the lack of witnesses, and the fact this is a single occurrence with an unknown party following Mr. Shooter all factor into this decision.



General Report Continued

Conclusion

After investigating the facts and details surrounding this case it was determined no criminal acts were definitively committed. The information suggests that Mr. Ryan was conducting surveillance for a client near the softball game being attended by members of the political community. Whether the surveillance originally was on Mr. Shooter is unknown, as Mr. Matz did not identify the subject of Mr. Ryan's investigation.

Mr. Ryan observed Mr. Shooter driving in a manner that caused him to call 911, and Mr. Shooter mentioned trying to evade the vehicle following him, at one point by driving into the Biltmore mall. This coincides with the actions reported to PPD 911 by Mr. Ryan.

At the time of this report, no further investigation is being pursued.



Arizona Department of
Public Safety

Supplemental Report

Incident Number: AZ1700005732

Author: #6922 MCGUFFIN, S.

Notification

On Wednesday, April 19, 2017, the Arizona Department of Public Safety (DPS), Threat Mitigation Unit (TMU) Detective Stuart McGuffin, #6922, was informed by DPS TMU Detective Tristian Glueck, #7108, of a threatening encounter to Arizona Representative Shooter.

According to Glueck, it was alleged, a subject attempted to run Shooter's vehicle off the road on the evening of April 18, 2018.

Glueck stated DPS TMU Sergeant Tonya Noah, #6329, assigned him the lead investigator and asked McGuffin assist with the investigation.

Investigative Actions

At approximately 1030 hours, McGuffin conducted a registration check on Arizona registration, #AAK6071. The check revealed the vehicle was registered to a Daniel Ryan in Scottsdale, Arizona. McGuffin conducted a driver's license check on Ryan. The check revealed Ryan had a valid driver's license. McGuffin forwarded both the registration and driver's license returns to Glueck and a digital copy of Ryan's driver's license photograph.

McGuffin searched Ryan's listed address, _____, Arizona. McGuffin retrieved a map and image of Ryan's residence from Google and forwarded the information to Glueck for review.

At approximately 1100 hours, Noah requested McGuffin forward his findings for her review. McGuffin emailed the aforementioned information to Noah.

This concluded McGuffin's involvement in the investigation.



Arizona Department of
Public Safety

Supplemental Report

Incident Number: **AZ1700005732**

Author: #6849 RAINEY J. W.

On April 20, 2017, at approximately 1200 hours, Department of Public Safety (DPS) Detective William Rainey, #6849, was assigned to assist DPS Detective Tristan Glueck, #7108, with a possible reckless driving and endangerment case. The case involved Arizona House of Representative Don Shooter and a subject named Daniel Ryan.

At approximately 1300 hours, Detective Rainey authored a "Knock and Talk" operations plan for Ryan's residence located at _____ Arizona.

At approximately 1555 hours, Detective Rainey arrived at _____ Arizona, and approached the front door on foot with Detective Glueck. Detective Glueck and Detective Rainey rang the doorbell and knocked on the front door several times, with no response. No movement was heard from within the residence and no vehicles were seen parked outside of the residence. DPS Sergeant Tonya Noah, #6329, and United States Border Patrol Agent JR Rodriguez, #80320, provided support as a cover team.

At approximately 1605 hours, Detective Rainey, Detective Glueck, Sergeant Noah, and Agent Rodriguez established stationary surveillance in the area, in anticipation of Ryan's return.

At approximately 1750 hours, Detective Rainey departed the area as surveillance was terminated due to lack of activity.

This concluded Detective Rainey's involvement in the case.

04/20/17 12:58:27 PRINT REQUESTED BY TERMINAL PAD4

Incident History for: #P1704182136

Received 04/18/17 22:08:39 BY PD08 /PS6588
Entered 04/18/17 22:10:17 BY PD08 /PS6588
Closed 04/18/17 22:10:17

Initial Type: ATL Final Type: ATL (ATL - MISC)
Initial Priority: 3 Final Priority: 3
Disposition: TOT Source: 9 Primary Unit:
Patrol BLK: Fire BLK: Other BLK:
Group: ME Beat: TB Map Page:
Loc: NB SR143 AT MCDOWELL (NV)
Loc Info: VERIZON WRLS 800 451 5242
Name: REFUSED Addr: 5321 E WASHINGTON ST W Phone:

Cell lat/long: +033.44658/-111.98134 E911 line: P08

/2210 (PS6588) ADVISD PD08/ BLK MERZ AZD6090 AZ/ C702/ TOT PHX PD
/2210 GDISPO D/TOT

PHOENIX POLICE DEPARTMENT
Calls for Service Data Sheet
201700672145

CFS Number 201700672145	ORI CFS Number 672145	Dispatcher Name A4537	Dispatcher ID E39
Priority 1: PRIORITY 1	Agency PHX	Status	Route Time
Title/Event 390D		Occurred 04/18/2017 22:10	First Dispatched 04/18/2017 22:11
Call Code 1 390D: DRUNK DRIVER	Call Code 2 390D: DRUNK DRIVER	Received 04/18/2017 22:10	Enroute Time 04/18/2017 22:11
Call Code 3	Call Code 4	Entered 04/18/2017 22:10	Transport Enroute
Situation Found	Type	Cleared 04/18/2017 22:13	Completed
Action	Alarm	Hold Time	Enough Units Time
Call Source 9: 911 SYSTEM	Premise	Primary Officer	
Division	Supervisor A5842	Primary Officer Division	Primary Officer Squad
Disposition N: NO ACTION REQUIRED		Primary Officer District	
Call Taker A5842	Dispatched 1	ESN	EMS Box
Event Location			
Accident			
<u>Accident Report Number</u>		<u>Link Date</u>	
Caller			
Last/Full Name VERIZON WRLS 80		First Name ANON	Phone
Notes CMP FOLLOWING BLK MERCEDES 4DR PC @AZD6090			
Field Interview			
<u>Field Contact Number</u>		<u>Link Date</u>	
Incident			
<u>Incident Number</u>		<u>Offense Code</u>	<u>Link Date</u>
Miscellaneous Service			
<u>Miscellaneous Service Number</u>		<u>Link Date</u>	
Officer			
Unit1	Officer 1	Officer 2	
Unit2	Officer 1	Officer 2	
Unit3	Officer 1	Officer 2	
Unit4	Officer 1	Officer 2	
Approved By	Approved On		
Record			
Created On 04/18/2017 22:13	Created By VERSATERMTORMS	Record Number 105707708	
Updated On 04/18/2017 22:29	Updated By VERSATERMTORMS	Agency ID PHX	

PHOENIX POLICE DEPARTMENT
Calls for Service Data Sheet
201700672145

Remarks

INITIAL REMARKS: CMP FOLLOWING BLK MERCEDES 4DR PC @AZD6090 ADDITIONAL REMARKS: CMP IN WHI HOND SUV*SUVDW NB 44SCORRECTION NB 40S73J MONTPASSING OAK STBCHMCOMING UP ON THOMAS //RED LIGHTIN THE LEFT LN GRN LIGHT //STILL NB 40SPASSING OSBORNCOMING UP ON ISRED LIGHT FOR ISR AT THE MOMENTON 40STHROUGH THE LIGHT AT ISR //STILL NB 40SCONTINUING THROUGH CAMPBELLIN TURN LN TO GO WB CBAKC*CBACKNOW WB CBACK FROM 40SVEH NOW SPEEDING A BITPASSING 36S //STILL WBPASSED 32SCOMING UP ON 24SNB 24S722K SPEEDSCMP SAID SUBJ WAS TAKING BACK WAY THEN LINE DISCONNECTEDCALLING BACKCOMP HAVE FLASHERS ONHAVE CMP BACK ON 21 //SAYS VEH TURNED INTO BILTMOREHOTEL OR MALLCMP NO LONGER HAS VISUAL ON VEH AFTER IT TURNED INTO BILTMORE FASHION SQUARE //DOESNT WANT CONTACTEOCLR ITCLR AND CV ON ADECKBC ON 6/7

Units

Unit 724M	Unit Trip ID			
Officer 1 08409: SEAN NOLLETTE		Officer 2 09034: SETH ZACHARIAS		
Officer 3		Officer 4		
Status N/A	Disposition	Date/Time Stamp	Group ID	
		4/18/2017 22:27		
Car ID	Location			
Agency	Agency ID PHX			
Comments	Created On 4/18/2017 22:29	Created By VERSATERMTORMS	Updated On 4/18/2017 22:29	Updated By VERSATERMTORMS
Unit 722K	Unit Trip ID			
Officer 1 08865: NICHOLAS MILLER		Officer 2		
Officer 3		Officer 4		
Status N/A	Disposition	Date/Time Stamp	Group ID	
		4/18/2017 22:27		
Car ID	Location			
Agency	Agency ID PHX			
Comments	Created On 4/18/2017 22:29	Created By VERSATERMTORMS	Updated On 4/18/2017 22:29	Updated By VERSATERMTORMS
Unit 711J	Unit Trip ID			
Officer 1 06958: CHAD METCALF		Officer 2		
Officer 3		Officer 4		
Status N/A	Disposition	Date/Time Stamp	Group ID	
		4/18/2017 22:27		
Car ID	Location			
Agency	Agency ID PHX			
Comments	Created On 4/18/2017 22:29	Created By VERSATERMTORMS	Updated On 4/18/2017 22:29	Updated By VERSATERMTORMS

PHOENIX POLICE DEPARTMENT
Calls for Service Data Sheet
201700672145

Unit 714T	Unit Trip ID		
Officer 1 10036: DAVID HADLOCK		Officer 2 09406: RODNEY LOMIBAO	
Officer 3		Officer 4	
Status N/A	Disposition	Date/Time Stamp 4/18/2017 22:27	Group ID
Car ID	Location		
Agency	Agency ID PHX		
	Created On 4/18/2017 22:29	Created By VERSATERMTORMS	Updated On 4/18/2017 22:29
Comments			Updated By VERSATERMTORMS

Unit 71J	Unit Trip ID		
Officer 1 05881: MATTHEW VERTHEIN		Officer 2	
Officer 3		Officer 4	
Status N/A	Disposition	Date/Time Stamp 4/18/2017 22:27	Group ID
Car ID	Location		
Agency	Agency ID PHX		
	Created On 4/18/2017 22:29	Created By VERSATERMTORMS	Updated On 4/18/2017 22:29
Comments			Updated By VERSATERMTORMS

Unit 714M	Unit Trip ID		
Officer 1 07977: ERIC GOMEZ		Officer 2 07242: BRIAN WALKER	
Officer 3		Officer 4	
Status N/A	Disposition	Date/Time Stamp 4/18/2017 22:27	Group ID
Car ID	Location		
Agency	Agency ID PHX		
	Created On 4/18/2017 22:29	Created By VERSATERMTORMS	Updated On 4/18/2017 22:29
Comments			Updated By VERSATERMTORMS

PHOENIX POLICE DEPARTMENT
Calls for Service Data Sheet
201700672145

Unit A5	Unit Trip ID		
Officer 1 07696: MATHEW BOLIN		Officer 2 07174: TIMOTHY LANTZ	
Officer 3		Officer 4	
Status N/A	Disposition	Date/Time Stamp	Group ID 4/18/2017 22:27
Car ID	Location		
Agency	Agency ID PHX		
	Created On 4/18/2017 22:29	Created By VERSATERMTORMS	Updated On 4/18/2017 22:29
Comments			Updated By VERSATERMTORMS

Unit 724M	Unit Trip ID		
Officer 1 08409: SEAN NOLLETTE		Officer 2 09034: SETH ZACHARIAS	
Officer 3		Officer 4	
Status N/A	Disposition	Date/Time Stamp	Group ID 4/18/2017 22:19
Car ID	Location		
Agency	Agency ID PHX		
	Created On 4/18/2017 22:24	Created By VERSATERMTORMS	Updated On 4/18/2017 22:24
Comments			Updated By VERSATERMTORMS

Unit 722K	Unit Trip ID		
Officer 1 08865: NICHOLAS MILLER		Officer 2	
Officer 3		Officer 4	
Status N/A	Disposition	Date/Time Stamp	Group ID 4/18/2017 22:13
Car ID	Location		
Agency	Agency ID PHX		
	Created On 4/18/2017 22:24	Created By VERSATERMTORMS	Updated On 4/18/2017 22:24
Comments			Updated By VERSATERMTORMS

PHOENIX POLICE DEPARTMENT
Calls for Service Data Sheet
201700672145

Unit 711J	Unit Trip ID		
Officer 1 06956: CHAD METCALF		Officer 2	
Officer 3		Officer 4	
Status N/A	Disposition	Date/Time Stamp	Group ID
Car ID	Location	4/18/2017 22:18	
Agency	Agency ID PHX		
	Created On	Created By	Updated On
Comments	4/18/2017 22:24	VERSATERMTORMS	4/18/2017 22:24
			Updated By
			VERSATERMTORMS

Unit 714T	Unit Trip ID		
Officer 1 10036: DAVID HADLOCK		Officer 2 09406: RODNEY LOMIBAO	
Officer 3		Officer 4	
Status N/A	Disposition	Date/Time Stamp	Group ID
Car ID	Location	4/18/2017 22:22	
Agency	Agency ID PHX		
	Created On	Created By	Updated On
Comments	4/18/2017 22:24	VERSATERMTORMS	4/18/2017 22:24
			Updated By
			VERSATERMTORMS

Unit 71J	Unit Trip ID		
Officer 1 05881: MATTHEW VERTHEIN		Officer 2	
Officer 3		Officer 4	
Status N/A	Disposition	Date/Time Stamp	Group ID
Car ID	Location	4/18/2017 22:19	
Agency	Agency ID PHX		
	Created On	Created By	Updated On
Comments	4/18/2017 22:24	VERSATERMTORMS	4/18/2017 22:24
			Updated By
			VERSATERMTORMS

**PHOENIX POLICE DEPARTMENT
Calls for Service Data Sheet
201700672145**

Unit 714M	Unit Trip ID			
Officer 1 07977: ERIC GOMEZ		Officer 2 07242: BRIAN WALKER		
Officer 3		Officer 4		
Status N/A	Disposition	Date/Time Stamp 4/18/2017 22:20	Group ID	
Car ID	Location			
Agency	Agency ID PHX			
	Created On 4/18/2017 22:24	Created By VERSATERMTORMS	Updated On 4/18/2017 22:24	Updated By VERSATERMTORMS
Comments				

Unit A5	Unit Trip ID			
Officer 1 07698: MATHEW BOLIN		Officer 2 07174: TIMOTHY LANTZ		
Officer 3		Officer 4		
Status N/A	Disposition	Date/Time Stamp 4/18/2017 22:20	Group ID	
Car ID	Location			
Agency	Agency ID PHX			
	Created On 4/18/2017 22:24	Created By VERSATERMTORMS	Updated On 4/18/2017 22:24	Updated By VERSATERMTORMS
Comments				

Reported Event Location

Address E MCDOWELL RD & N 44TH ST	City PHOENIX	State AZ	Zip 85008
Apt. Unit #	District 700: MOUNTAIN VIEW PRECINCT	Post 724: 724	Common Place
Directions			
Country Code US: UNITED STATES OF AMERICA (USA)	Sector 72: 72	City Quadrant 8: COUNCIL DISTRICT 8	
Reporting Area	County 07: MARICOPA	Community Organization	
Neighborhood		Milepost	Recnum 102458060
Map Grid BC38	Longitude - 111. 987089300689	Latitude 33.4656542569294	X 678524.345873574
			Y 896960.834603377

User Fields

Field 01	Field 02	Field 03
Field 04	Field 05	Field 06
Field 07	Field 08	Field 09
Field 10	Field 11	Field 12

PHOENIX POLICE DEPARTMENT
Calls for Service Data Sheet
201700672145

Field 13

Field 14

** PUBLIC **

PHOENIX POLICE DEPARTMENT REPORT

** RECORD **

ORIGINAL

PAGE NUMBER: 1

DR NUMBER: 2014 01163275

REPORT DATE: 20140706 TIME: 1334

TYPE OF REPORT: STALKING

OFFENSE: 251

PROSECUTION DESIRED: YES

BOOKING VICTIM NOTIFIED: NO

LOCATION:

BEAT: 0711 GRID: CA32

DATE/TIME OF OCCURRENCE: SUN 070614 1200

REPORTING OFFICER(S): ERIC MOSER

9299 UNIT: 71B

PREMISES: STREET/ROADWAY/ALLEY

OCCUPIED:

OFFENSE INVOLVED: BIAS - NONE(NO BIAS)

PARTY-CREW: NO

PHOTOGRAPHS TAKEN: NO BY:

SCENE PROCESSED FOR LATENTS: NO BY:

LATENTS SUBMITTED TO CRIME LAB: NO

CALL PERSON: VICTIM 01

PUBLIC RECORDS
Released pursuant to
A.R.S 39-121, Et. Seq
To:

**** SUSPECT INFORMATION ****

INVESTIGATIVE LEAD-01:

NAME: HOPKINS, DOUGLAS E

SPEAKING: ENGLISH

SUSPECTED OF USING: NOT APPLICABLE

RACE: W SEX: M AGE: 73 DOB: 1941 HT: 602 WT: 195

HAIR: GRY EYES: HAZ SSN:

OLN: AZ

OCCUPATION: UNKNOWN

R&I:
EMPLOYED:

LEVEL OF FORCE : NO CONTACT WITH PERSON

CLOTHING DESC & MISC:

(CONCEALED WEAPON PERMIT HOLDER)

REGISTERED OWNER OF FORD VEHICLE LISTED IN THIS REPORT.

ALL INFO FROM MVD.

SUSPECT-01:

NAME: UNKNOWN, UNKNOWN [**FLED**]

2014 01163275

Continued.

** PUBLIC **

PHOENIX POLICE DEPARTMENT REPORT

** RECORD **

ORIGINAL

PAGE NUMBER: 2

DR NUMBER: 2014 01163275

SPEAKING: UNKNOWN

SUSPECTED OF USING: NOT APPLICABLE

RACE: W SEX: M AGE: 60 DOB: HT: 000 WT: 000
HAIR: GRY EYES: XXX SSN:
LEVEL OF FORCE : NO CONTACT WITH PERSON

CLOTHING DESC & MISC:
UNKNOWN

"AVERAGE BUILD" PER W1. THINNING HAIR. CLEAN SHAVEN.
APPROXIMATE AGE.

**** VICTIM INFORMATION ****

VICTIM -01:

NAME: SHOOTER, DONALD M

SPEAKING: ENGLISH

RACE: W SEX: M AGE: 62 DOB: 1952 HT: 600 WT: 195
HAIR: EYES: HAZ SSN:

VICTIM OF:

ALL OTHER OFFENSES - COMPLETED

EMOTIONAL CONDITIONS: COOPERATIVE

DR. LICENSE & STATE:

OCCUPATION: STATE SENATOR

CAN ID SUSPECT(S): YES

SUSPECT(S): IL1

** PRE INCIDENT CONTACT WITH IL-01: NONE

RELATIONSHIP TO IL-01: NONE

VICTIM DECLINES NOTIFICATION

**** WITNESS INFORMATION ****

WITNESS -01:

NAME: DEGUZMAN, LYNN ANN

SPEAKING: ENGLISH

RACE: W SEX: F AGE: 51 DOB: 1963 HT: 505 WT: 130
HAIR: BLN EYES: BLU SSN:

EMOTIONAL CONDITIONS: COOPERATIVE

DR. LICENSE & STATE: AZ

CLOTHING DESC & MISC:

2014 01163275

Continued.

Continued.

VI DONALD BELIEVED THAT HIS PERSONAL AND FAMILY PRIVACY WAS BEING VIOLATED
POLICE ARRIVAL.

AFTER THE SUSPECT APPEARED TO WATCH VI DONALD'S HOUSE FOR A BRIEF TIME,
THE SUSPECT DROVE AWAY AND OUT OF SIGHT. THE SUSPECT HAD LEFT PRIOR TO

A PRIVATE DETECTIVE AS THIS IS AN ELECTION YEAR.
VI DONALD DID NOT RECOGNIZE THE SUSPECT BUT BELIEVED THE SUSPECT MIGHT BE

IN FRONT OF DONALD'S HOUSE.

SUSPECT DID THIS. THE FORD WAS STANDING IN OR PARKED IN THE ROADWAY ON
PLATE 432APR, LOOKING AT HIS HOUSE THROUGH A PAIR OF BINOCULARS. AS THE
OLD, SEATED IN A BLACK FORD SPORT UTILITY VEHICLE BEARING ARIZONA LICENSE
ON THIS DATE, HE REPORTED HAVING SEEN A WHITE MALE, APPROXIMATELY 60 YEARS

AT HIS HOME. HE INFORMED ME HE IS A CURRENT ARIZONA STATE SENATOR.

RADIO CALL MADE BY VI DONALD SHOOTER. UPON MY ARRIVAL I MET WITH VI DONALD
REFERENCE A SUSPICIOUS PERSON

ON 7/6/14 AT 1253 HOURS, I WAS OPERATING AS A FULLY MARKED PATROL OFFICER
WHEN I RESPONDED TO

VI DONALD'S HOME AT

VI DONALD SHOOTER FROM THE PUBLIC ROADWAY IN FRONT OF, OR NEARBY,
ARIZONA LICENSE PLATE 432APR, WAS STALKING THE HOME OF ARIZONA STATE

ON 7/6/14 AT APPROXIMATELY 1200 HOURS, BUT ALSO INCLUDING VARIOUS TIMES ON
7/3/14, 7/4/14, AND 7/5/14, AN UNKNOWN SUSPECT DRIVING A FORD VEHICLE WITH

SERIAL NUMBER: 9299

***** NARRATIVE *****

VEHICLE INVOLVEMENT: SUSPECT IN VEHICLE

VICTIM: V-01 M.O. FOR SUSPECT: IL-01

***** CRIME AGAINST PERSON M.O. *****

FURTHER DESC.: MVD MODEL LISTED AS: SLT

LICENSE PLATE: 432ZPR STATE: AZ TYPE: ZZ YEAR: 14

COLOR: TOP/SOLID-BLK

VEHICLE YEAR: 12 MAKE: FORD MODEL: VIN: 1FMCU0D76CKB79030 OAN: STYLE: PC

VEHICLE NUMBER: 01 INVOLVED PERSON: IL-01 HOPKINS DOUGLAS E

***** SUSPECT VEHICLE *****

SUSPECT(S) : ILL

NEXT DOOR NEIGHBOR TO VI.
CAN ID SUSPECT(S) : YES

BY THE SUSPECT. HIS PRIMARY CONCERN WAS THAT HE BE LEFT ALONE BY THE SUSPECT. V1 DONALD ALSO EXPRESSED AN INTEREST IN SEEKING AN ORDER OF PROTECTION AGAINST THE SUSPECT. I ADVISED HIM I WOULD COMPLETE A POLICE REPORT DOCUMENTING THE INCIDENT. I PROVIDED V1 DONALD WITH A VICTIM RIGHTS PAMPHLET AND ADVISED HIM THAT THE PAMPHLET INCLUDED INSTRUCTIONS ON HOW TO OBTAIN AN ORDER OR PROTECTION.

I SPOKE WITH V1 DONALD'S NEXT DOOR NEIGHBOR, W1 LYNN DEGUZMAN. W1 LYNN REPORTED HAVING SEEN THE SAME VEHICLE AND SUSPECT ON 7/3/14, 7/4/14, AND 7/5/14 SOMETIME BETWEEN APPROXIMATELY 1000 AND 1200 HOURS. ON THOSE DATES, THE SUSPECT WAS EITHER STANDING IN THE ROADWAY DIRECTLY IN FRONT OF V1 DONALD'S HOUSE, HOLDING WHAT LOOKED LIKE "A CAMERA OR A VIDEO CAMERA", OR STANDING IN THE ROADWAY APPROXIMATELY ONE BLOCK TO THE SOUTH. THESE INSTANCES LASTED FOR APPROXIMATELY 30 SECONDS EACH. W1 LYNN FOUND THIS BEHAVIOR OF THE SUSPECT TO BE SOMEWHAT UNNERVING.

I CONDUCTED AN ARIZONA MOTOR VEHICLES RECORDS CHECK OF THE SUSPECT VEHICLE. I FOUND IT TO BE REGISTERED TO MALE GENERALLY MATCHING THE DESCRIPTION OF THE SUSPECT. THE REGISTERED OWNER OF THE FORD WAS IL1 DOUGLAS HOPKINS. IL1 DOUGLAS'S ADDRESS , ARIZONA AND I HAD NO IMMEDIATE ABILITY TO CONDUCT FOLLOW-UP AT THAT ADDRESS. IL1 DOUGLAS WAS THEREFORE NOT CONTACTED. I HAD NEGATIVE RESULTS WHEN CIRCULATING THE NEIGHBORHOOD FOR THE SUSPECT AND HIS FORD.

PENDING FURTHER INVESTIGATION BY A DETECTIVE DETAIL, A CRIMINAL CHARGE OF STALKING, PURSUANT TO ARIZONA REVISED STATUTE 13-2923, MAY BE APPROPRIATE IN THIS MATTER.

END OF REPORT.

VICTIM RECEIVED RIGHTS INFORMATION: YES

MAIL-IN SUPPLEMENT: NO

INVOICES:

DR ENTERED BY : 9299

DR FINALIZED BY : 9299

END OF REPORT

DR NO: 2014 01163275

** PUBLIC **

PHOENIX POLICE DEPARTMENT REPORT

** RECORD **

SUPPLEMENT

PAGE NUMBER: 1

DR NUMBER: 2014 01163275

1

REPORT DATE: 20140711 TIME: 1404

TYPE OF REPORT: STALKING

OFFENSE: 251

LOCATION:

BEAT: 0711 GRID: CA32

DATE/TIME OF OCCURRENCE: SUN 070614 1200

REPORTING OFFICER[S]: GREGG HILLHOUSE

6407

UNIT: C52

OFFENSE INVOLVED: BIAS - NONE(NO BIAS)

**** SUSPECT INFORMATION ****

INVESTIGATIVE LEAD-01:

NAME: HOPKINS, DOUGLAS E

SPEAKING: ENGLISH

RACE: U SEX: M AGE: 73 DOB: 1941 HT: 602 WT: 195

HAIR: GRY EYES: HAZ SSN:

LEVEL OF FORCE : NO CONTACT WITH PERSON

CLOTHING DESC & MISC:

HAS A PRIVATE INVESTIGATOR BUSINESS

EX FBI AGENT

**** NARRATIVE ****

SERIAL NUMBER: 6407

ON JULY 11, 2014, IN RESPONSE TO THIS INVESTIGATION I RESPONDED TO ILL DOUGLAS HOPKINS' RESIDENTIAL ADDRESS AS INDICATED ON THE ORIGINAL REPORT REFERENCE HIS MVD INFORMATION RECEIVED ON THE ORIGINAL REPORT.

ARIZONA AND IS A GATED COMMUNITY. A NEIGHBOR IN THAT COMMUNITY ADVISED HOPKINS WAS OUT OF STATE ON VACATION. INFORMATION RECEIVED INDICATED HOPKINS ADVISED HE WAS AN EX-FBI SPECIAL AGENT AND CURRENTLY OWNS A PRIVATE INVESTIGATORS BUSINESS.

I LEFT A BUSINESS CARD WITH MY CONTACT INFORMATION WITH THE NEIGHBOR WHO ADVISED THEY WOULD ENSURE HOPKINS RECEIVED IT UPON RETURNING. I ASKED IF THEY COULD RELATE FOR HOPKINS TO CALL UPON HIS RETURN TO DISCUSS THIS INCIDENT.

VICTIM RECEIVED RIGHTS INFORMATION: NO

MAIL-IN SUPPLEMENT:

INVOICES:

DR ENTERED BY : 6407

DR FINALIZED BY : 6407

2014 01163275

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Continued.

** PUBLIC **

PHOENIX POLICE DEPARTMENT REPORT

** RECORD **

SUPPLEMENT

PAGE NUMBER: 2

DR NUMBER: 2014 01163275 1

END OF REPORT

DR NO: 2014 01163275 001

** PUBLIC **

PHOENIX POLICE DEPARTMENT REPORT

** RECORD **

SUPPLEMENT

PAGE NUMBER: 1

DR NUMBER: 2014 01163275

2

REPORT DATE: 20140712 TIME: 1128

TYPE OF REPORT: STALKING

OFFENSE: 251

PROSECUTION DESIRED: YES

LOCATION:

BEAT: 0711 GRID: CA32

DATE/TIME OF OCCURRENCE: SAT 071214 1033

REPORTING OFFICER[S]: BRIAN LILLY

7639 UNIT: 71B

PREMISES: STREET/ROADWAY/ALLEY

OCCUPIED: NO

OFFENSE INVOLVED: BIAS - NONE(NO BIAS)

PARTY-CREW: NO

PHOTOGRAPHS TAKEN: NO BY:

CALL PERSON: VICTIM 01

**** SUSPECT INFORMATION ****

INVESTIGATIVE LEAD-01:

NAME: WHITLEY, SEAN C

SPEAKING: UNKNOWN

SUSPECTED OF USING: NOT APPLICABLE

RACE: W SEX: M AGE: 42 DOB: 1971 HT: 602 WT: 200
HAIR: BRO EYES: BLU SSN:
LEVEL OF FORCE : NO CONTACT WITH PERSON

SUSPECT-01:

NAME: UNKNOWN,

SPEAKING: UNKNOWN

SUSPECTED OF USING: NOT APPLICABLE

RACE: W SEX: M AGE: 20-25 DOB: HT: 000 WT: 000
HAIR: BRO EYES: SSN:
LEVEL OF FORCE : NO CONTACT WITH PERSON

CLOTHING DESC & MISC:
DRIVER OF SUSPECT VEHICLE

**** VICTIMIZED VEHICLE ****

VEHICLE NUMBER: 01 INVOLVED PERSON: SP-02 IS NOT ON THIS REPORT

2014 01163275 2

Continued.

** PUBLIC **

PHOENIX POLICE DEPARTMENT REPORT

** RECORD **

SUPPLEMENT

PAGE NUMBER: 2

DR NUMBER: 2014 01163275

2

VEHICLE YEAR: 10 MAKE: KIA MODEL: FORTE STYLE: PC
VIN: KNAFU6A26A5292451 OAN:
COLOR: TOP/SOLID-BLK

LICENSE PLATE: BGK9943 STATE: AZ YEAR: 14

**** NARRATIVE ****

SERIAL NUMBER: 7639

ON 07-12-14 AT 1033 HOURS I RESPONDED TO EMERGENCY RADIO TRAFFIC REFERENCE A POSSIBLE STALKING CALL AT

INFORMATION ON THE CALL WAS BEING CALLED IN BY V1 DONALD SHOOTER WHO BELIEVED A SUBJECT IN A BLACK KIA WAS STALKING HIM. DONALD FOLLOWED THE SUBJECT INTO THE BILTMORE NEIGHBORHOOD IN THE AREA OF

THE VEHICLE WAS LAST SEEN DRIVING INTO A GUARD GATED AREA. DONALD PULLED OVER TO WAIT FOR POLICE.

UPON ARRIVAL I CONTACTED DONALD WHO RELATED THE FOLLOWING. HE SAID HE HAD RECENT INCIDENTS WITH A PRIVATE INVESTIGATOR FOLLOWING HIM AND HE THOUGHT THAT THIS INCIDENT MAY BE RELATED TO THIS. HE SAID HE ARRIVED HOME TO FIND A BLACK KIA BEARING ARIZONA PLATE BGK9943 PARKED IN FRONT OF HIS RESIDENCE. THERE WAS A WHITE MALE IN HIS EARLY 20'S PARKED IN THE VEHICLE. DONALD TOOK A PICTURE OF THE VEHICLES LICENSE PLATE AND THEN WALKED AROUND TO THE DRIVERS SIDE WHERE HE OBSERVED THE DRIVER THROUGH THE OPEN DRIVER WINDOW. DONALD WENT TO TAKE THE DRIVERS PICTURE AND THE DRIVER QUICKLY ROLLED UP HIS WINDOW AND DROVE AWAY. DONALD HAD NOT SEEN THIS PARTICULAR VEHICLE OR SUBJECT BEFORE.

DONALD GOT BACK INTO HIS OWN VEHICLE AND FOLLOWED THE SUBJECT. WHILE DRIVING BEHIND THE SUBJECT IT APPEARED HE WAS REACHING DOWN AND PUTTING SOMETHING UNDER THE SEAT.

DONALD SPOKE WITH SECURITY AT THE GATE TO THE COMMUNITY WHO SAID THAT SUBJECT WAS HEADED TO THE MCKENNA RESIDENCE.

I ALSO SPOKE TO SECURITY AT THE GATE. ACCORDING TO THE GUARD ON DUTY THE MALE IN THE KIA SEEMED FRANTIC AND SAID THAT SOME ONE WAS FOLLOWING HIM. HE SAID HE WAS ADAM MCKENNA AND DROVE INTO THE COMMUNITY. THE GUARD SAID THAT DRIVER WAS A WHITE MALE IN HIS LATE TEENS. HE ALSO SAID THE MCKENNA RESIDENCE IS

MYSELF AND OFFICER LONG #7979 WENT TO THE RESIDENCE AND OBSERVED THE BLACK KIA PARKED OUT FRONT. THERE WAS NO ANSWER AT THE DOOR.

THE 2010 KIA INVOLVED IS REGISTERED TO IL1 SEAN WHITLEY AT

I PROVIDED DONALD WITH THE REPORT NUMBER.

2014 01163275

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Continued.

** PUBLIC **

PHOENIX POLICE DEPARTMENT REPORT

** RECORD **

SUPPLEMENT

PAGE NUMBER: 3

DR NUMBER: 2014 01163275 2

VICTIM RECEIVED RIGHTS INFORMATION: NO

MAIL-IN SUPPLEMENT:

INVOICES:

DR ENTERED BY : 7639

DR FINALIZED BY : 7639

END OF REPORT

DR NO: 2014 01163275 002