



Department of Transformation and Shared Services
Governor Asa Hutchinson
Secretary Amy Fecher

June 22, 2020

The Honorable Asa Hutchinson
Office of the Governor
State Capitol, Room 250
500 Woodlane Street
Little Rock, AR 72201

RE: State of Arkansas Lease Agreement #18-150-P3001 – UAMS East Regional Programs, West Memphis, AR
Contract Disclosure for State Representative Deborah Ferguson, Lessor

Governor Hutchinson:

Please find enclosed a copy of the Lease Agreement between On Broadway, LLC, as Lessor and the Board of Trustees Acting on behalf of the University of Arkansas for Medical Sciences, as Lessee. Since Representative Deborah Ferguson (50% partner of On Broadway, LLC) is currently serving a term as State Representative/District 51, the following law is applicable:

Ark. Code Ann. §21-1-403 provides certain restrictions on state agency leases, agreements, contracts, and grants. Subsection (a)(2) mandates that:

(a) No constitutional officer may enter into any lease agreement, contract, or grant with any state agency unless

(2) If competitive bidding or a request for proposal was not required by law, it has received the prior approval of the Joint Budget Committee during legislative session, the Legislative Council between legislative sessions, and the Governor.

The attached Lease Agreement is being presented to you for your review and approval. A similar request has been provided to Marty Garrity, Bureau of Legislative Research for review and approval by the Arkansas Legislative Council. The disclosure has also been sent to Anthony Black, TSS Office of State Procurement and is pending approval pursuant to EO-98-04. As you may be aware, real estate lease transactions are exempt from State Procurement competitive bidding laws and are procured under the Building Authority Minimum Standards and Criteria. Additionally, no mandate exists in law or rule that leases, such as this one referenced above, must be competitively bid or placed out for proposals. In fact, negotiations are clearly contemplated in Ark. Code Ann. §22-2-114. The lease term is to begin on October 1, 2020 and expire September 30, 2021.

Should you have any questions, please do not hesitate to contact me or Anne Laidlaw at the Building Authority at 682-5568.

Sincerely,

Amy Fecher
Amy Fecher

Approved
Asa Hutchinson

Attachments

Division of Building Authority
STATE OF ARKANSAS
COUNTY OF PULASKI

Lease Term: 10/01/20 to 09/30/21
Annual Rent: \$14,688.00
Square Feet: 2,197 Rate: \$6.69
Type: Renewal
Worked By: Pat James
County: 18 Agency: 150
Lease #: P3001 JWL

**STATE OF ARKANSAS
FOURTH LEASE AMENDMENT**

This Agreement is made and entered into as of the 17th day of June, 2020, by and between ON BROADWAY, LLC, hereinafter referred to as "Lessor", and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS ACTING FOR AND ON BEHALF OF THE UNIVERSITY OF ARKANSAS FOR MEDICAL SCIENCES – REGIONAL PROGRAMS - UAMS EAST hereinafter referred to as "Lessee".

WITNESSETH

Whereas, by Lease Agreement dated September 4, 2015, and First Lease Amendment dated July 6, 2017, and Second Lease Amendment dated March 29, 2018, and Third Lease Amendment dated July 12, 2019, Lessor leased to Lessee approximately 2,197 square feet of office and clinic space and adequate automobile parking spaces located at 215 West Bond Street; all situated in the City of West Memphis, County of Crittenden, Arkansas (the "Lease"); and

Whereas, the parties hereto have hereby agreed to extend the term of the Lease and to amend and modify the Lease as hereinafter set out.

Now, therefore, for and in consideration of the Premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree that the term of the Lease is hereby extended for a period commencing on October 1, 2020 and continuing through September 30, 2021, upon the same terms and conditions as the original Lease Agreement and subsequent Amendments except the Lease shall be amended and modified as follows:

1. Term. The LESSEE may elect to extend the term not more than ninety (90) days upon the same terms by written notice to LESSOR no less than thirty (30) days before the end of term stated in the above paragraph; and

2. Rent. Base rental for the renewal period is hereby amended and modified to provide that the basic rental under the Lease for the amended term shall be the sum of \$14,688.00 per annum, payable in monthly installments of \$1,224.00 commencing on October 1, 2020 and continuing through September 30, 2021, and payable at the same time and in the same manner as provided in said Lease Agreement; and

3. Special Provisions. Special Provisions 10(g) of the Lease is hereby restated as follows:

- (g) The LESSOR, LESSEE and DBA agree that should the Lease and any applicable amendments expire prior to the execution of this amendment agreement, the parties agree that the Lease and any applicable previous amendments are hereby reinstated and ratified upon this Amendment Agreement being fully executed by the parties. The provisions, terms, and conditions of this Amendment Agreement shall govern in the event of conflict or inconsistencies, or both.

4. Special Provisions. Special Provisions 10 of the Lease is hereby amended and modified to add the following:

(h) LESSOR, at LESSOR'S expense and within thirty (30) days of Lease Execution, shall perform the following improvements:

- (1) Power wash exterior walls; and
- (2) Repair or replace front door to open, close and lock as designed; and
- (3) Install weather-stripping on the back door; and
- (4) Replace any damaged ceiling tiles; and
- (5) Clean exterior lights.

The Lease Agreement as hereby amended, modified and extended is hereby ratified and confirmed by the parties hereto as being in full force and effect.

This Agreement shall be binding on the parties hereto and their respective heirs, successors and assigns.

Executed as of the date first hereinabove set out.

LESSOR:

ON BROADWAY, LLC

By: _____
Dr. Scott Ferguson, Owner

Date: _____

DIVISION OF BUILDING AUTHORITY
As Agent for U of A Board of Trustees, UAMS

By: _____
Wes Lacewell, Administrator of
Real Estate Services

Date: _____

LESSEE:

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ARKANSAS, ACTING
FOR AND ON BEHALF OF THE
UNIVERSITY OF ARKANSAS FOR
MEDICAL SCIENCES

By: _____
Amanda George, Vice Chancellor for
Finance and Chief Financial Officer

Date: _____

By: _____
Anne W. Laidlaw, Director

Date: _____

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR NAME: _____

Yes No

TAXPAYER ID NAME: On Broadway LLC 26-365651 Goods? Services? Both?

IS THIS FOR: Goods? Services? Both?

YOUR LAST NAME: Ferguson FIRST NAME: Edgar M.I.: S

ADDRESS: 200 S Rhodes Street, Suite B STATE: AR ZIP CODE: 72301 COUNTRY: US

city: West Memphis

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held <small>(senator, representative, name of board/commission, etc.)</small>	For How Long?		What is the person(s) name and how are they related to you? <small>(i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)</small>	Relation
	Current	Former		From M/M/Y	To M/M/Y		
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held <small>(senator, representative, name of board/commission, etc.)</small>	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	Position of Control
	Current	Former		From M/M/Y	To M/M/Y		
General Assembly	✓		Representative	01/13	01/21	Deborah Ferguson	50% member
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor.
Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature Edgar Scott Ferguson Title President Date 6/18/2020
 Vendor Contact Person Edgar Scott Ferguson Title President Phone No. 870-735-5555

Agency use only
 Agency Number _____ Agency Name _____ Agency Contact Person _____ Contract Phone No. _____ or Grant No. _____