



Department of Transformation and Shared Services
Governor Sarah Huckabee Sanders
Secretary Leslie Fiskin

B.1

April 23, 2024

Marty Garrity, Director
Bureau of Legislative Research
One Capitol Mall, 5th Floor
500 Woodlane Street
Little Rock, AR 72201

Re: State Lease Agreement 60-520-P3033 – Arkansas Department of Commerce
Division of Workforce Services, Rehabilitation Services
Contract Disclosure for Representative Andrew Collins

Dear Mrs. Garrity:

Please find enclosed a copy of the Lease Agreement between JBB Cypress, LLC, as Lessor, and the Arkansas Department of Commerce, Division of Workforce Services, Rehabilitation Services, as Lessee. Since Representative Andrew Collins (33% partner of JBB Cypress, LLC) is currently serving a term as State Representative for District 35, Arkansas Code Annotated § 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 sessions, the Legislative Council between legislative sessions, and the Governor.

The attached Lease Agreement is being presented for review by the Joint Budget Committee. A similar request was recently approved by the Governor (attached). Real estate lease transactions are exempt from state procurement competitive bidding laws and are procured under the Division of Building Authority's minimum standards and criteria. Negotiations for lease agreements are clearly contemplated in Arkansas Code Annotated § 22-2-114. The term renewal for the referenced lease is to begin on June 1, 2024 and expire May 31, 2026.

Please contact Anne Laidlaw, Division of Building Authority at 501-682-5568 if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "Anne W. Laidlaw".

Anne W. Laidlaw, Director
Division of Building Authority

Enclosures

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: Yes No SUBCONTRACTOR NAME: _____

TAXPAYER ID NAME: JBB Cypress, LLC IS THIS FOR: Goods? Services? Both?

YOUR LAST NAME: Collins FIRST NAME: Will M.I.: _____

ADDRESS: 2200 N Rodney Parham Road, Suite 221 STATE: AR ZIP CODE: 72212 COUNTRY: USA

CITY: Little Rock

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 (senator, representative, name of board/commission, data entry, etc.)	For How Long?		What is the person(s) name and how are they related to you? (i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)	Relation
	Current	Former		From MM/YY	To MM/YY		
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 (senator, representative, name of board/commission, data entry, etc.)	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?	Ownership Interest (%)	Position of Control
	Current	Former		From MM/YY	To MM/YY			
General Assembly	✓		Representative	01/19	12/25	Andrew Collins	33	Yes
Constitutional Officer								
State Board or Commission Member	✓		Access to Justice Comm'n	12/19		Andrew Collins	33	Yes
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 whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms 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 Will Collins Title Will Collins Date 2/1/2024

Vendor Contact Person Will Collins Title Director of Real Estate of Its Manager Phone No. 501-907-9070

Agency use only	Agency Number	Agency Name	Agency Contact Person	Contact Phone No.	Contract or Grant No.
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Division of Building Authority
STATE OF ARKANSAS
COUNTY OF PULASKI

Lease Term: 06/01/24 to 05/31/26
Annual Rent: \$79,235.88†
Square Feet: 5,000 Rate: \$15.85†
Type: Renewal
Worked By: Pat James
County: 60 Agency: 520
Lease #: P3033

**STATE OF ARKANSAS
SECOND LEASE AMENDMENT**

This Agreement is made and entered into as of the 1st day of February, 2024, by and between JBB CYPRESS, LLC, hereinafter referred to as "Lessor", and ARKANSAS DEPARTMENT OF COMMERCE – DIVISION OF WORKFORCE SERVICES – REHABILITATION SERVICES, hereinafter referred to as "Lessee".

WITNESSETH

Whereas, by Lease Agreement dated December 27, 2016, and First Lease Amendment dated January 3, 2022, Lessor leased to Lessee approximately 5,000 square feet of office space and adequate automobile parking spaces located at 3901 McCain Park Drive, Suite 113; all situated in the City of North Little Rock, County of Pulaski, 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 June 1, 2024 and continuing through May 31, 2026, 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 term is hereby amended and modified to provide that the basic rental under this Lease for the extended term shall commence on June 1, 2024 and continue through May 31, 2026. LESSEE shall pay LESSOR per the rent schedule as follows:

Term	Rate/SF	Monthly Rent	Annual Rent
06/01/24 to 05/31/25	\$15.85	\$6,602.99	\$79,235.88
06/01/25 to 05/31/26	\$16.17	\$6,737.50	\$80,850.00

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

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:

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

- (1) Restripe parking lot, including ADA parking spaces; and
- (2) Repair any interior door to eliminate sticking; and
- (3) Conduct routine pest control inspections, as outlined in Section #5 of Lease.

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.

(Signature page to follow)

Executed as of the date first hereinabove set out.

LESSOR:

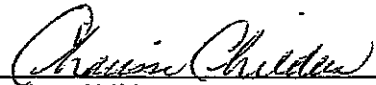
JBB CYPRESS, LLC BY ITS MANAGER
CYPRESS PROPERTIES, INC.

By: William Collins
Will Collins, Authorized Signatory


Date: 03/04/2024

LESSEE:

ARKANSAS DEPARTMENT OF COMMERCE –
DIVISION OF WORKFORCE SERVICES –
REHABILITATION SERVICES

By: 
Charisse Childers, Director

Date: 3/7/24

By: 
Joe Baxter, Commissioner

Date: 3/7/2024

DIVISION OF BUILDING AUTHORITY

As Agent for Arkansas Department of Commerce – Division of Workforce Services – Rehabilitation Services

By: _____
Chris Bell, Administrator of
Real Estate Services

Date: _____

By: _____
Anne W. Laidlaw, Director

Date: _____

Signature: Will Collins
Will Collins (Sat Mar 3, 2024 17:26 CST)

Email: will@cypress-properties.com



Department of Transformation and Shared Services
Governor Sarah Huckabee Sanders
Secretary Leslie Fisk

April 11, 2024

The Honorable Sarah Huckabee Sanders
Office of the Governor
State Capitol, Room 250
500 Woodlane Street
Little Rock, AR 72201

Governor Approval

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Please contact Anne Laidlaw, Division of Building Authority Director or me at 501-319-6551 if you have any questions or concerns.

Sincerely,

Leslie Fisk

501 Woodlane St, Ste 201 - Little Rock, AR 72201 - 501-319-6565
transform.ar.gov