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Department of Transformation and Shared Services

**Governor Asa Hutchinson
Secretary Amy Fecher**

May 25, 2022

Marty Garrity, Director
Bureau of Legislative Research
One Capitol Mall
Little Rock, AR 72201

Re: State Lease Agreement 18-150-P3001 – UAMS East Regional Programs, West Memphis, AR
Contract Disclosure for Representative Deborah Ferguson

Dear Mrs. Garrity:

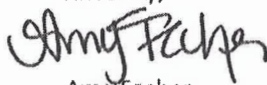
Please find enclosed, a copy of the Lease Agreement between On Broadway, LLC, as Lessor, and the UAMS Board of Trustees, as Lessee. Since Representative Deborah Ferguson (50% partner of On Broadway, LLC) is currently serving a term as State Representative/District 51, Ark. Code Ann. § 21-1-403 provides 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 sessions, the Legislative Council between legislative sessions, and the Governor.

The attached Lease Agreement is being presented to you for review by the Arkansas Legislative Council. A similar request has been provided to the Governor's Office for the Governor's review and approval also. Additionally, the disclosure under EO98-04 was sent to Anthony Black, TSS Office of State Procurement and is pending approval. 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. In fact, negotiations for lease agreements are clearly contemplated in Ark. Code Ann. §22-2-114. The term renewal for the referenced lease is to begin on October 1, 2022 and expire September 30, 2023.

Should you have any questions, please do not hesitate to contact me at 501-319-6551 or Anne Laidlaw at 682-5568.

Sincerely,


Amy Fecher

Attachments

Office of the Secretary
501 Woodlane, Suite 201 * Little Rock, AR 72201 * 501.319.6551
TRANSFORM.AR.GOV

Division of Building Authority
STATE OF ARKANSAS
COUNTY OF PULASKI

Lease Term: 10/01/22 to 09/30/23
Annual Rent: \$14,688.00
Square Feet: 2,197 Rate: \$6.69
Type: Renewal
Worked By: Chris Bell
County: 18 Agency: 150
Lease #: P3001 CB

**STATE OF ARKANSAS
SIXTH LEASE AMENDMENT**

This Agreement is made and entered into as of the 21st day of April, 2022, by and 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, and Fourth Lease Amendment dated June 17, 2020, and Fifth Lease Amendment dated June 3, 2021, 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 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, 2022 and continuing through September 30, 2023, 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 the term stated in the above paragraph; and
2. 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.

The Lease Agreement as hereby 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: _____
Chris Bell, 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: _____
Suzanne Homsley, Director,
Procurement Services & APO

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

IS THIS FOR:

☒ Goods? ☐ Services? ☐ Both?

TAXPAYER ID NAME: On Broadway LLC

YOUR LAST NAME: Ferguson

M.I.: S

ADDRESS: 200 South Rhodes

STATE: AR ZIP CODE: 72301

COUNTRY: USA

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 [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 position of control?	Ownership Interest (%)	Position of Control
	Current	Former		From MM/YY	To MM/YY			
General Assembly	✓		representative	2012		Deborah Ferguson	50	
Constitutional Officer		✓	representative	1994	1998	Edgar Ferguson	50	President
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 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 [Signature] Title President Date 4/18/22
Vendor Contact Person _____ Title _____ Phone No. _____

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