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Department of Shared Administrative Services
Governor Sarah Huckabee Sanders
Secretary Leslie Fiskens

September 17, 2025

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

Re: State Lease Agreement #18-150-P3001 - Board of Trustees of the University of Arkansas UAMS
Regional Programs – West Memphis, Crittenden County
Contract Disclosure for Former Representative Deborah Ferguson

Dear Mrs. Garrity:

Please find enclosed a copy of the Lease Agreement between On Broadway, LLC, as Lessor, and the University of Arkansas for Medical Sciences (UAMS) Regional Programs, as Lessee. Since Representative Deborah Ferguson (50% owner) completed her final term as a State Representative for District 63 in December 2024, 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 Arkansas Legislative Council. A similar request was submitted to Governor Sanders and approved (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 October 1, 2025, and will expire September 30, 2026.

Please contact Chris Bell, Division of Building Authority, at 501-683-5802 if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink that reads "Leslie Fiskens". The signature is fluid and cursive, with the first name "Leslie" and last name "Fiskens" clearly distinguishable.

Leslie Fiskens, Secretary

Enclosures



Department of Shared Administrative Services
Governor Sarah Huckabee Sanders
Secretary Leslie Fiskien

August 4, 2025

Honorable Sarah Huckabee Sanders
Governor of the State of Arkansas
500 Woodlane Street, Suite 250
Little Rock, AR 72201

A handwritten signature in blue ink that reads "Sarah Sanders".

Signature for Approval

Re: State Lease Agreement #18-150-P3001 - Board of Trustees of the University of Arkansas UAMS
Regional Programs -West Memphis, Crittenden County
Contract Disclosure for Former Representative Deborah Ferguson

Dear Governor Sanders:

Please find enclosed a copy of the Lease Agreement between On Broadway, LLC, as Lessor, and the University of Arkansas for Medical Sciences (UAMS) Regional Programs, as Lessee. Since Representative Deborah Ferguson (50% owner) completed her final term as a State Representative for District 63 December 2024, Arkansas Code Annotated § 21-1-403 provides certain restrictions on state agency leases, agreements, contracts, and grants. Subsection (a)(2) mandates that:

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 - (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. A similar request will be sent to the Arkansas Legislative Council following your review. 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 renewal term for the referenced lease is to begin on October 1, 2025, and expire September 30, 2026.

Please contact Chris Bell, Division of Building Authority, at 501-683-5802 if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink that reads "Leslie Fiskien".

Leslie Fiskien, Secretary
Arkansas Department of Shared Administrative Services

Enclosures

501 Woodlane St, Ste 201 - Little Rock, AR 72201 - 501-319-6565
sas.arkansas.gov

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: SUBCONTRACTOR NAME:

☐ Yes ☒ No On Broadway, LLC

TAXPAYER ID NAME: 26-3656951

IS THIS FOR: ☒ Goods?

☐ Services? ☐ Both?

YOUR LAST NAME: Ferguson

FIRST NAME: Scott

M.I.:

ADDRESS: 200 S Rhodes, Ste B

CITY: West Memphis

STATE: AR

ZIP CODE: 72301

COUNTRY: US

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		✓	State Representative	01/94	01/98	Scott Ferguson	self
General Assembly	✓		State Representative	01/13	12/24	Deborah Ferguson	spouse
State Board or Commission Member		✓	State Arts Council	01/08	10/12	Deborah Ferguson	spouse
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	✓		Deborah Ferguson	01/13	12/24	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 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 7/30/2025

Vendor Contact Person Deborah Ferguson Title Act. Manager Phone No. 901.886.8786

Agency use only

Agency Number _____ Agency Name _____ Agency Contact Person _____ Contact Phone No. _____ or Grant No. _____

Division of Building Authority
STATE OF ARKANSAS
COUNTY OF PULASKI

Lease Term: 10/01/25 to 09/30/26
Annual Rent: \$14,988.00
Square Feet: 2,197 Rate: \$6.82
Type: Renewal
Worked By: Chris Bell
County: 18 Agency: 150
Lease #: P3001 CB

**STATE OF ARKANSAS
NINTH LEASE AMENDMENT**

This Agreement is made and entered into as of the 29th day of July, 2024, 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, and Sixth Lease Amendment dated April 14, 2022, and Seventh Lease Amendment dated July 14, 2023, and Eighth Lease Amendment dated July 25, 2024, 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, 2025 and continuing through September 30, 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 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.

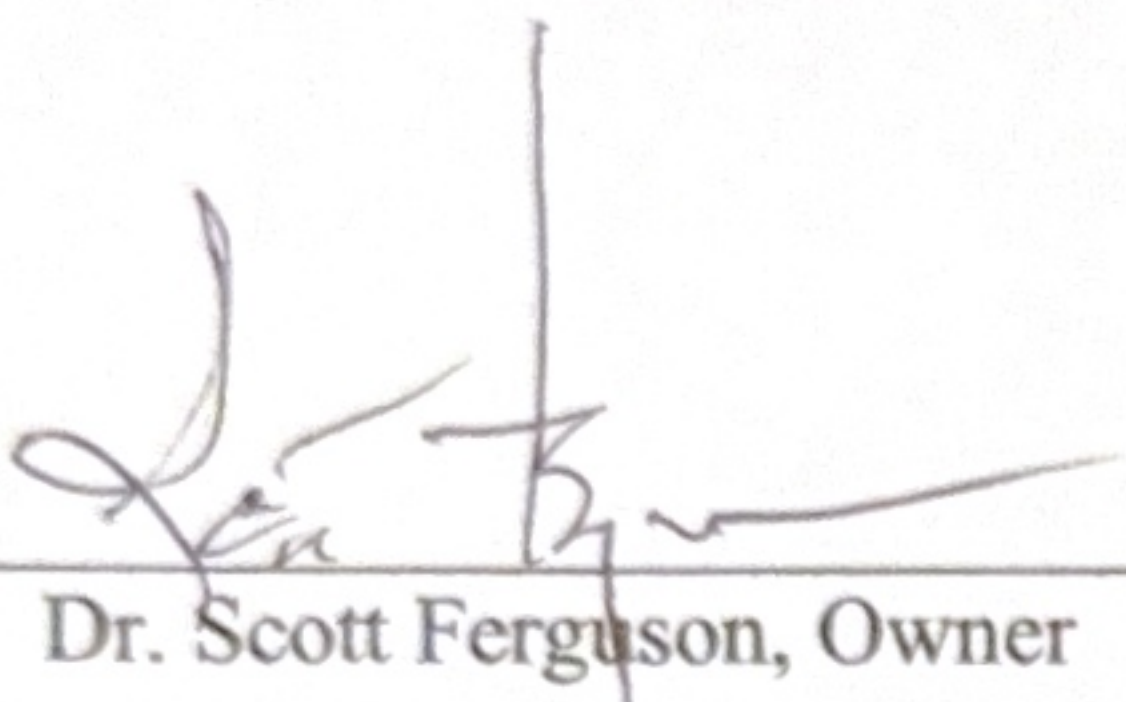
The Lease Agreement as hereby extended is hereby ratified and confirmed by the parties hereto as being in full force and effect.

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: 7/30/25

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

By: _____
Chris Bell, Deputy Director

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: _____

Date: _____

By: _____
Anne W. Laidlaw, Director

Date: _____