

**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R6 / 9-02)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Check EDS against contract data for consistency.
6. Attach additional pages if necessary.

4-10

1. EDS Number: A70-3-5717	2. Date prepared: February 10, 2006 <i>fw</i>
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3. CONTRACTS & LEASES

- | | |
|--|--|
| <input type="checkbox"/> Professional/Personal Services
<input type="checkbox"/> Grant
<input checked="" type="checkbox"/> Lease
<input type="checkbox"/> Attorney
<input type="checkbox"/> MOU
<input type="checkbox"/> QPA
<input type="checkbox"/> Equipment Lease
<input type="checkbox"/> Lease-to-Own | <input type="checkbox"/> Contract for Services
<input type="checkbox"/> Maintenance
<input type="checkbox"/> License Agreement
<input type="checkbox"/> Amendment # <u>One</u>
<input type="checkbox"/> Renewal # <u>One</u>
<input type="checkbox"/> Other (specify) _____ |
|--|--|

FISCAL INFORMATION

4. Account Number: 3610-103200	5. Account Name: Public Health Preparedness and Response
6. Total amount this action: \$5,776.68	7. New contract total: \$24,276.68
8. Revenue generated this action: -0-	9. Revenue generated total contract: -0-
10. New total amount for each fiscal year: Year 2003 \$ 5,493.04 Year 2005 \$ 7591.82 Year 2004 \$ 7,100 Year <u>2006</u> \$ 4091.82	

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 2/16/2006 <i>17</i>	12. To (month, day, year): 2/15/2007 <i>16</i>
13. Method of source selection: <input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> RFP # _____ <input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Special Procurement Other (specify) _____	

34. Statutory Authority (Cite applicable Indiana or Federal Codes):

35. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) This lease renewal is required to maintain a District Office for the State's Bioterrorism Program, as approved by the Federal government and Indiana's Governor's office.

Lease for 529 sq ft of office space located at 1971 State Street, Columbus, IN, 47201, in Bartholomew County.

Sq Ft Rate of \$10.92 Monthly Amount \$ 481.39 Annual amount \$ 5776.68**Parking Spaces 3 spaces on premises**36. Justification of vendor selection and determination of price reasonableness:
area.

The square footage cost is commercially reasonable for the geographic area.

Renewal

37. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

Received**FEB 16 2006****IDOA Contracts****SIGNATURES**

38. Agency fiscal officer or representative approval	39. Date Approved	40. Budget agency approval <i>AEW</i>	41. Date Approved <i>2/21/06</i>
42. Attorney General's Office approval <i>Cey</i>	43. Date Approved <i>2/22/06</i>	44. Agency representative receiving from AG	45. Date Approved



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Renewal

FEB 15 2006

AGENCY INFORMATION

14. Name of agency: Indiana State
Department of Health

15. Requisition Number:
A70-3-5717

16. Address: 2 North Meridian Street, Indianapolis, IN 46204

AGENCY CONTACT INFORMATION

17. Name: Bill White

18. Telephone #:
233-7777

19. E-mail address: bwhite@isdh.state.in.us

COURIER INFORMATION

20. Name: After final signatory please return to IDOA
Leasing, Sandra 2-3153 or Bea 2-3279

21. Telephone #:
233-7573

22. E-mail address: smartin@isdh.state.in.us

VENDOR INFORMATION

23. Taxpayer Identification Number: 35 6000 125

24. Name: Bartholomew County Government

25. Telephone
#:812/379/1550

26. Address: 440 Third Street
Columbus, IN 47201
Contact Person Collis Mayfield

27. E-mail address:

28. Is the vendor registered with the Secretary of State? (Out of State
Corporations, must be registered) X_ Yes _ No

29. Minority participation?

_ Yes _ No
If no, and contract > \$25,000.00, you
must include justification in box 34

30. If yes, list percentage:

_____ %

31. Is there Renewal Language in
the document?

X YES

32. Is there a "Termination for
Convenience" clause in the
document?

YES

NO

33. Will the attached document involve data processing or telecommunications
systems(s)? _ Yes: ITOC or Delegate has signed off on contract
_ Possibly: This issue has been discussed with ITOC or Delegate

1. EDS Number: **A70-3-5717**

2. Date prepared: February 10, 2006

3. CONTRACTS & LEASES

☐ Professional/Personal Services
☐ Grant
☒ Lease
☐ Attorney
☐ MOU
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☐ Equipment Lease
☐ Lease-to-Own

☐ Contract for Services
☐ Maintenance
☐ License Agreement
☐ Amendment # One
☐ Renewal # One
☐ Other (specify) _____

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Amendment #1 and Renewal #1 to Lease

This First Amendment/Renewal to the Lease between the Bartholomew County Government (Landlord) and the State of Indiana acting by and through its Department of Administration for and on behalf of the Indiana State Department of Health, (Tenant). The signatories for the Landlord and Tenant warrant and represent that they have been duly authorized to execute this Lease Amendment on behalf of the Landlord and Tenant respectively.

The Landlord and Tenant agree to amend this Lease for the purpose of adding additional clauses to the Lease and renewing the lease in accordance with Section 4.

The following clauses shall be added to the existing Lease:

Compliance with Laws:

The Landlord agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this contract shall be reviewed by the State and the Landlord to determine whether the provisions of the contract require formal modification.

a. The Landlord and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Landlord is not familiar with these ethical requirements, the Landlord should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the Landlord or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Lease immediately upon notice to the Landlord. In addition, the Landlord may be subject to penalties under Indiana Code § 4-2-6-12."

b. The Landlord certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Landlord agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due the Landlord. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

The Landlord warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions,

Landlord agrees that the State may delay, withhold or deny work under any Supplement or contractual device issued pursuant to this Agreement.

If a valid dispute exists as to the Landlord's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decided to delay, withhold, or deny work to the Landlord, the Landlord may request that it be allowed to continue, or receive work, without delay. The Landlord must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

Any payments that the State may delay, withhold, deny, or apply shall under this section shall not be subject to penalty or interest under IC 5-17-5.

The Landlord warrants that the Landlord and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so is a material breach of the contract and grounds for immediate termination of the Agreement and denial of further work with the State.

The Landlord hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

The Landlord agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Contractor from contracting with the State in the future, cancel existing contracts, withheld payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

c. As required by IC 4-13-2-14.8: Notwithstanding any other law, rule, or custom, a person or company whom has a contract with the State of submits invoices to the State for payment shall authorize in writing the direct deposit by electronic funds transfer of all payments by the state to the person or company. The written authorization must designate a financial institution and an account number to which all payments are to be credit. For forms and additional information see the Auditor of State's website at www.in.gov/auditor/forms.

COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT

As required by IC 5-22-3-7:

(1) the Landlord and any principals of the Landlord certify that (a) the Landlord, exempt for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulations of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Landlord

will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7, is preempted by federal law. (2) The Landlord and principals of the Landlord certify that an affiliate or principal of the Landlord and any agent acting on behalf of the Landlord or on behalf of an affiliate or principal of the Landlord: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract. Even if IC 24-4.7 is preempted by federal law.

Payments

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

Further, this amendment is to serve as notice of the State of Indiana's intent to renew its lease for approximately 529 square feet. The space to be leased is commonly known as County Health Dept Annex Bldg, 1971 State Street, in the City of Columbus, County of Bartholomew, State of Indiana (the "Leased Premises"). A copy of the lease is attached and incorporated by reference into this Amendment/Renewal. The renewal will begin immediately upon expiration of the original term of the Lease and shall be in effect from February 16, 2006 through February 15, 2007 unless otherwise specified within the Lease document. The rental rate shall not exceed \$481.39 per month which represents an annual square foot amount of \$10.92. This total amendment and renewal shall not exceed the sum of \$5,776.68.

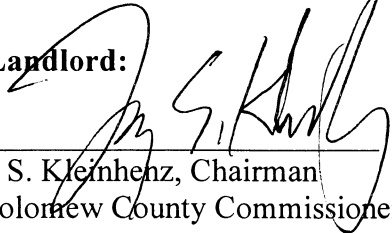
Non-Collusion

The undersigned attests subject to the penalties for perjury that he/she is the contracting party or that he/she is the representative agency, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company corporation or partnership represented by him/her directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay and that he/she has not received or paid any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

All Terms and Conditions of the Lease not modified by this First Amendment shall remain unchanged and in full force and effect.

IN WITNESS to their agreement, the persons signing this First Lease Amendment execute it for the Landlord and Tenant:

For Landlord:


Larry S. Kleinhenz, Chairman
Bartholomew County Commissioners

Date: 1/17/06

The above named person
personally appeared before
me, a notary public and
acknowledged the execution
of this Lease Amendment
this 17th day of January, 2006

Notary Public

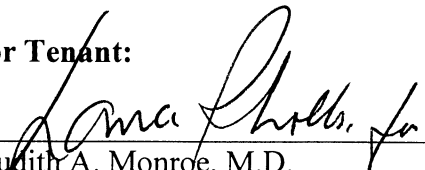

J. Grant Tucker
Printed Name

My Commission Expires: 12/15/06

County of Residence Bartholomew

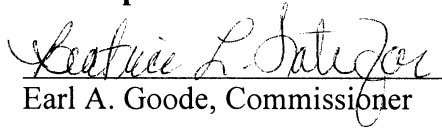
Prepared By:
Indiana Department of
Administration, Leasing Section
IGCS W479
232-3279

For Tenant:


Judith A. Monroe, M.D.
State Health Commissioner

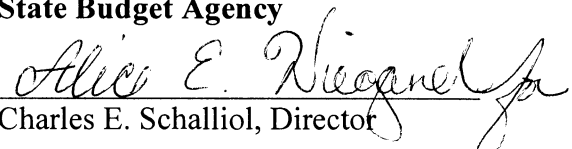
Date: 1/25/06

The Department of Administration


Earl A. Goode, Commissioner

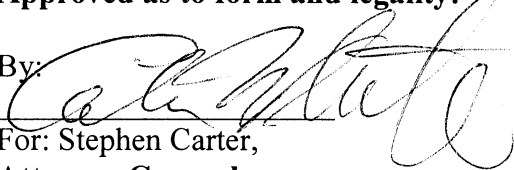
Date: 2-16-06

State Budget Agency


Charles E. Schalliol, Director

Date: 2/21/2006

Approved as to form and legality:

By: 
For: Stephen Carter,
Attorney General

Date: 2/27/06