

RUSH

EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)



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. Attach additional pages if necessary.

Received
 JUN 07 2016
 IDOA Contracts

1. EDS Number: D6-16-2024	2. Date prepared: 6/1/2016
------------------------------	-------------------------------

3. CONTRACTS & LEASES

<input checked="" type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# <u>1</u>
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input type="checkbox"/> Other _____

FISCAL INFORMATION

4. Account Number: 15174-10000.	5. Account Name: Distressed Unit Appeals Board
6. Total amount this action: \$250,000.00	7. New contract total: 900,000.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2016	\$900,000.00
Year _____	\$ _____
Year _____	\$ _____
Year _____	\$ _____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 8/11/2015	12. To (month, day, year): 8/10/2016
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input type="checkbox"/> RFP# _____	<input checked="" type="checkbox"/> Other (specify) <u>6-1.1-20.3</u>
<input type="checkbox"/> Negotiated	<input type="checkbox"/> Special Procurement

35. Will the attached document involve data processing or telecommunications system Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
IC 6-1.1-20.3

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
 Contractor shall act in consultation with the Gary Community School Corporation ("Corporation") and other elected officials, as set forth by IC 6-1-1-20.3 and under the direction and control of the Indiana Office of Management and Budget ("OMB") and the Distressed Unit Appeals Board ("DUAB") to provide an initial assessment of the financial status of the corporation. Contractor shall develop an operating plan to place the Corporation in a financial position to provide the essential educational services required and to assure fiscal accountability.

38. Justification of vendor selection and determination of price reasonableness:
Per IC 6-1.1-20.3-6.9, the board selected 3 qualified firms

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

40. Agency fiscal officer or representative approval by <u>Micaiah Vincent</u>	41. Date Approved <u>6-7-16</u>	42. Budget agency approval by <u>Brian Bailey</u>	43. Date Approved <u>6-7-16</u>
44. Attorney General's Office approval <u>Suegy</u>	45. Date Approved <u>6/8/16</u>	46. Agency representative receiving from AG	47. Date Approved

AGENCY INFORMATION

14. Name of agency: Ofc of Management & Budget	15. Requisition Number: 000000116
16. Address: Office of Management & Budget STATE HOUSE 200 W WASHINGTON ST RM 212 INDIANAPOLIS, IN 46204	

AGENCY CONTACT INFORMATION

17. Name: Justin McAdam	18. Telephone #: 317/234-2285
19. E-mail address: imcadam@gov.in.gov	

COURIER INFORMATION

20. Name: Aaron Bennett	21. Telephone #: 317-234-4411
22. E-mail address: AarBennett@gov.in.gov	

VENDOR INFORMATION

23 Vendor ID # 0000329050	
24. Name: MARTIN ARRINGTON DESAI & MEYERS PC	25. Telephone #: 248-645-5370
26. Address: 30200 TELEGRAPH RD STE 444 BINGHAM FARMS, MI 48234	
27. E-mail address: Lalexander@madmcpa.com	

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

29. Primary Vendor: M/WBE/IN-Vetera Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. Primary Vendor Percentages 100.0 %
--	---

31. Sub Vendor: M/WBE/IN-Veteran Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: _____ % Women: _____ % IN- Veteran _____ %
---	---

33. Is there Renewal Language in <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	--

RECEIVED

JUN 07 2016

OAG-ADVISORY



AMENDMENT

EDS # D6-16-2024

This is an Amendment to the Contract (the "Contract") entered into by and between the Indiana Office of Management and Budget ("OMB") on behalf of the Distressed Unit Appeals Board ("DUAB") (the "State") and Martin, Arrington, Desai & Meyers, P.C. a Michigan professional corporation (the "Contractor") approved by the last State signatory on September 14, 2015.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. Total remuneration under the Contract is not to exceed \$900,000.
2. The Contract is amended by adding the following:
 - A. The Deficit Elimination Plan (the "Plan") described in **Attachment "A"** shall include a plan (i) for eliminating the outstanding debts, liabilities, and other obligations of Gary Community School Corporation ("GCSC"); (ii) for stabilizing GCSC's budget and achieving long-term fiscal solvency; and (iii) for ongoing implementation of the Plan that identifies any required personnel, financial, budgetary, accounting, management, or other systemic changes necessary to successfully execute the Plan.
 - B. The Contractor shall complete the Plan by July 1, 2016. The Contractor shall submit the Plan in writing and give an oral report to the Chairman of DUAB by July 1, 2016. The Contractor shall present the Plan to the full DUAB in person within ninety (90) days of submitting the Plan to the Chairman of DUAB.
 - C. Paragraph 38 of the Contract is amended as follows: The Contractor shall make biweekly progress reports to the OMB Director, or his designee, in the format requested by the Chairman of DUAB. In addition, the Contractor shall submit written progress reports monthly summarizing (i) the activities and actions taken since the last report, the activities and actions planned in the next month and (ii) the financial condition of GCSC including a cash flow estimate by month for the fiscal year of GCSC, a fringe benefit estimate, an estimate of other expenses, and an estimate of tax receipts.

All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor/Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor/Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor/Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Amendment, the Contractor/Grantee attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Renewal, do by their respective signatures dated below agree to the terms thereof.

Martin, Arrington, Desai & Meyers, P.C.

By: Jackie Martin

Jackie Martin, Chairman

Date: JUNE 1, 2016

Indiana Office of Management and Budget

By: Micah G. Vincent (for)

Micah G. Vincent, Director

Date: 2016. 6. 7

Approved by:

Indiana Department of Administration

By: Jessica Robertson (for)
Jessica Robertson, Commissioner

Date: 6/7/16

Approved by:

State Budget Agency

By: Brian E. Bailey (for)
Brian E. Bailey, Director

Date: 06/07/16

APPROVED as to Form and Legality:

Office of the Attorney General

Gregory F. Zoeller (for)
Gregory F. Zoeller, Attorney General

Date: 6/8/2016