

Dane County Contract Cover Sheet

Revised 01/2022

Res 349
significant

Dept./Division	Admin/Admin		
Vendor Name	Defyne, LLC	MUNIS #	33557
Brief Contract Title/Description	Lease for Room 208 in the City-County Building for Ombuds Services to County Employees		
Contract Term	4/1/2024 to 12/31/2025 + options to renew		
Contract Amount	\$100.00		

Contract # Admin will assign	15338
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Nick Bubb	Name	Diana Pastrana
Phone #	608-266-8477	Phone #	608-250-9975
Email	bubb.nicholas@countyofdane.com	Email	diana@defyne.work
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP # 2023-091
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	349
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
	Digitally signed by Nicholas Bubb Date: 2024.02.13 16:32:34 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 2/13/24	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, February 15, 2024 4:09 PM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15338
Attachments: 15338.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 2/15/2024 4:20 PM	Approve: 2/15/2024 4:20 PM
	Patten (Purchasing), Peter		Approve: 2/16/2024 8:07 AM
	Gault, David	Read: 2/16/2024 10:43 AM	Approve: 2/16/2024 10:44 AM
	Stavn, Stephanie	Read: 2/16/2024 9:28 AM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15338
Department: Administration
Vendor: Defyne LLC
Contract Description: Lease for Room 208 in the CCB for providing Ombuds services (Res 349)
Contract Term: 4/1/24 – 12/31/25 (plus 3 options to renew)
Contract Amount: \$100.00

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

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2023 RES-349

APPROVING A CONTRACT AND LEASE WITH DEFYNE, LLC TO OFFER OMBUDS SERVICES TO COUNTY EMPLOYEES

The 2023 Annual Budget included funding for the County to obtain Ombuds services for all employees. In August 2023, the Department of Administration released a Request for Proposals (2023-RFP-091-PR) for Ombuds Services. Defyne, LLC was chosen as the winning bidder from that process and a contract has been negotiated with Defyne, LLC. The contract also contains exclusive use of a small office space in the City-County, the terms of that use are established in a lease.

The 2023 Budget established that a contract for Ombuds services be deemed significant and require County Board approval. The contract provides for services to be provided over a period of 20 months, with three calendar year renewals that could extend service through 2028. This resolution approves the contract with Defyne, LLC and approves the lease agreement for Defyne, LLC to operate out of the City-County Building.

THEREFORE, BE IT RESOLVED that the County Executive and the County Clerk are authorized to execute on the behalf of Dane County a contract with Defyne, LLC, to provide Ombuds services to county employees, with a maximum cost of \$646,391.98

BE IT FURTHER RESOLVED, that the County Executive and the County Clerk are authorized to execute a lease for room 208 in the City-County Building to Defyne, LLC, in order for Defyne, LLC to offer Ombuds services as described in the contract.

LEASE

THIS LEASE, by and between the County of Dane, (hereinafter referred to as "LESSOR") a quasi-municipal corporation and Defyne, LLC, (hereinafter referred to as "LESSEE"), is entered into as of the date representatives of both parties have affixed their respective signatures.

WITNESSETH

Section 1. LEASED PREMISES. LESSOR, for and in consideration of the rents to be paid by LESSEE and the conditions, provisions, reservations and stipulations hereinafter set forth, does hereby demise, lease and let unto LESSEE a certain part of the premises at 210 Martin Luther King Jr. Blvd. in the City of Madison, Wisconsin ("City-County Building") more fully described as follows:

City-County Building Room 208 : The small office on floor 2 of the City-County Building, plus the non-exclusive use of certain common spaces in the building located at 210 Martin Luther King Jr. Blvd Madison, Wisconsin 53703

(hereinafter "Leased Premises.")

Section 2. EXCLUSIVE USE OF LEASED PREMISES. During the Term, LESSEE shall be entitled to the exclusive use of the Leased Premises for the purposes of providing Ombuds services to Dane County.

Section 3. TERM. The term of this lease shall be for 20 months, commencing on the 1st day of April 2024 and ending on the thirtieth-last day of December 2025 ("TERM"), unless terminated sooner as provided herein.

Section 4. RENTS. LESSEE shall pay to LESSOR at Room 425 City-County Building, 210 Martin Luther King Jr. Boulevard, Madison, WI 53703 or at such other place as LESSOR may designate in writing from time to time, a total sum of \$100.00 for the Term within thirty-days of execution of this Agreement. LESSEE shall be exempt from reimbursing the LESSOR for the expense of providing water, HVAC, electricity, gas, telephone, data, pest control, refuse services.

Section 5. RENEWAL OPTION. LESSEE shall have the option to renew this lease for up to an additional three, (3) one (1) year terms under the terms and condition set forth in this LEASE, if agreed to by both parties.

Section 6. ALTERATIONS PROHIBITED. LESSEE shall make no changes, alterations, additions or improvements to the Leased Premises or parts thereof without the prior written consent of LESSOR.

Section 7. NO SUBLET, ASSIGNMENT, RENEWAL. There shall be no sublet, assignment or automatic renewal of this lease unless in writing, consented to by LESSOR.

Section 8. CONDITION OF PREMISES. LESSEE has examined the premises and accepts them in their present condition, and will at all times keep the premises in a neat, clean, safe and sanitary condition. Upon termination or expiration of this Lease, LESSEE shall return the Leased Premises to its original

condition, normal wear and tear excepted. Prior to the commencement of this lease, LESSOR shall remove all furniture from the leased premises.

Section 9. REPAIRS. LESSEE agrees to keep and maintain the Leased Premises in good repair and condition except for ordinary wear and tear, and damage by fire or other unavoidable casualty not occurring by fault of LESSEE. Unless a repair is made necessary by the negligence or improper use of the premises by LESSEE, LESSOR shall make all necessary structural repairs or replacements, including but not limited to repairs to the roof, walls, foundation, and the plumbing, heating, electrical and other mechanical systems.

Section 10. REMOVAL OF FIXTURES. LESSEE may at any time during the Term or upon termination or expiration of this lease, provided LESSEE is not in default, remove any trade fixtures installed by LESSEE on condition that LESSEE shall repair at its cost any damage caused by such removal and restore the Leased Premises to its original condition.

Section 11. LESSOR'S ACCESS TO LEASED PREMISES. LESSOR shall be allowed access to the leased premises at reasonable times during business hours of LESSEE for the purposes of examining the same, performing LESSOR's obligations under this lease, maintaining the building of which the Leased Premises are a part, and exhibiting the said premises to a subsequent lessee. LESSOR may enter Leased Premises at any time to respond to emergency conditions.

Section 12. NOTICES. If at any time, it shall become necessary or desirable for LESSOR to give or serve any notice, demand or communication upon LESSEE or for LESSEE to serve or give the same upon LESSOR, such notice or demand or communication shall be in writing and shall be served personally or by certified mail addressed to the addresses set forth below. If mailed, as aforesaid, such notice, demand or communication shall be deemed to have been served or delivered when deposited in the United States mail, addressed as aforesaid, with postage properly prepaid. Notices to LESSOR shall be sent to the Dane County Facilities and Services Director, Room GA8 210 Martin Luther King Jr. Drive Madison WI 53703, or such other official as LESSOR may from time to time designate in writing. Notices to LESSEE shall be sent to Defyne, LLC, 947 E Johnson St, Unit 2, Madison, WI, 53703

Section 13. RULES. LESSEE shall not perform any acts or carry on any practices which may injure the Leased Premises or be a nuisance or menace to neighboring property or occupants. LESSEE shall comply with all laws statutes ordinances, rules and regulations of any governmental agency having authority or jurisdiction over the Leased Premises. Violation of any provision of this section shall constitute grounds for termination of this lease by LESSOR on thirty (30) days advance written notice containing the reasons for termination. In the event of termination rent already paid shall be prorated.

Section 14. MAINTENANCE. The LESSEE shall conduct ordinary day-to-day maintenance and minor repairs. The LESSOR will be responsible for major repairs, including but not limited to water, sewer, electrical, plumbing, heating, and cooling.

Section 15. LESSEE TO OBSERVE LESSOR'S RULES AND REGULATIONS. LESSEE shall observe and comply with LESSOR's rules and regulations pertaining to the Leased Premises and the adjacent common areas.

LESSEE agrees such rules and regulations may be rescinded, amended or added to by LESSOR for the proper use, welfare and enjoyment of all tenants and patrons of the building. Any violation of such rules and regulations which is not remedied within thirty (30) days after receipt of notice therefore from LESSOR shall constitute a default entitling LESSOR to re-enter the Leased Premises and remove LESSEE and to use any other remedies available to LESSOR.

Section 16. UNTENANTABLE PREMISES. If the space assigned to LESSEE is partially damaged by fire or other casualty, but not rendered untenable, LESSOR shall repair the premises at its own cost and expense. If the damage is so extensive as to render the premises untenable but capable of being repaired in sixty (60) days, the same shall be repaired by LESSOR at its own cost and expense and the rents payable by LESSEE shall be paid up to the time of such damage and thereafter cease until such time as the assigned premises shall be restored and again made tenantable. In the event the premises are completely destroyed by fire or other casualty or so damaged that they will remain untenable for more than sixty (60) days, LESSEE shall have the following options: (1) if the premises are repaired or reconstructed by LESSOR the rents shall be paid up to the time of such damage and destruction and thereafter cease until the premises shall be fully restored; or (2) if within one hundred eighty (180) days after the time of the damage or destruction the premises have not been repaired or reconstructed for LESSEE's use or other reasonable facilities provided, LESSEE may give LESSOR written notice of its intention to cancel this Lease in its entirety as of the date of such damage or destruction. The term "premises" as used herein means the building structure only and bears or implies no reference to contents.

Section 17. WORKER'S COMPENSATION. The LESSEE shall maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The LESSEE shall furnish evidence of adequate worker's compensation insurance.

Section 18. INSURANCE REQUIRED. LESSOR shall not be responsible for the personal property of LESSEE, its directors, guests, invitees, agents employees or officers. The LESSEE will indemnify, hold harmless and defend LESSOR, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which LESSOR, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the LESSEE furnishing the services or goods required to be provided under the contract with the LESSOR, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of LESSOR, its agencies, boards, commissions, officers, employees or representatives. The obligations of the LESSEE under this paragraph shall survive the expiration or termination of any contract resulting from the LESSEE bid.

At all times during the term of this Agreement, the LESSEE shall keep in full force and effect comprehensive general liability (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall

apply as primary. LESSOR shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the LESSEE shall furnish LESSOR with a certificate of insurance listing LESSOR as an additional insured and, upon request, certified copies of the required insurance policies. If the LESSEE's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the PROVIDER shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. The LESSEE shall furnish LESSOR, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the LESSEE shall furnish the LESSOR with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either the LESSEE or LESSOR may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the LESSEE. In the event any action, suit or other proceeding is brought against LESSOR upon any matter herein indemnified against, LESSOR shall give reasonable notice thereof to the LESSEE and shall cooperate with the LESSEE's attorneys in the defense of the action, suit or other proceeding. The LESSOR reserves the right to require higher or lower insurance limits where LESSOR deems necessary.

In case of any sublet of work under this Agreement, the LESSEE shall furnish evidence that each and every subvendor has in force and effect insurance policies providing coverage identical to that required of the LESSEE.

Section 19. LESSEE'S OBLIGATIONS. LESSEE agrees to deliver up the Leased Premises to LESSOR peacefully and quietly in the condition called for by the terms of this Lease, normal wear and tear excepted. LESSEE further agrees that it will not cause any waste to be committed upon the Leased Premises; that it will use the same for the above-named purpose only; that it will conduct its business or activities on the Leased Premises so as to keep the premiums of any insurance on any policy covering the Leased Premises at a reasonable rate considering LESSEE's use of the premises; that it will observe and comply with, at its own cost and expense, such rules and regulations as may be required by the insurance company or companies that may insure the Leased Premises; and that it will observe and comply with at its own cost and expense, all applicable regulations, ordinances or laws, in connection with conducting its business or activities thereon. Building structure operations and maintenance responsibilities of the LESSOR are not diminished or otherwise affected by LESSEE's obligations listed in this section.

Section 20. DEFAULT BY EITHER PARTY. Should either party be in default under any provision of this Lease, the non-defaulting party prior to exercising any option arising upon such default, shall give the defaulting party a written notice of such default, and the defaulting party shall have thirty days to remedy the default. This period may be extended by written agreement of the parties.

Section 21. LESSOR'S COVENANT OF PEACEFUL ENJOYMENT. LESSOR covenants and agrees with LESSEE that upon LESSEE paying the rents reserved herein and performing the covenants and agreements herein contained in its part, LESSEE shall at all times during the Term peaceable and quietly have, hold and enjoy the Leased Premises.

Section 22. TERMINATION OF LEASE. Notwithstanding any language herein to the contrary, LESSOR may terminate this lease, and all of its obligations thereunder in the event the Dane County Board of Supervisors, at any time during the term of this lease authorizes the closing of the building or fails to appropriate sufficient funds to LESSOR to continue to support its obligations under this Lease. Any such termination shall require a minimum one hundred twenty days' (120) written notice to LESSEE.

This lease may also be terminated without cause prior to the expiration of this term by the LESSOR giving written notice of not less than one hundred twenty (120) days or the LESSEE giving written notice of not less than forty-five (45) days.

Section 23. NON-DISCRIMINATION. During the term of this Lease, LESSEE agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). LESSEE agree to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law, setting forth additional bases and exceptions shall be permitted only to the extent allowable in state or federal law.

Section 24. AFFIRMATIVE ACTION. LESSEE is subject to this paragraph only if LESSEE has ten or more employees and receives \$10,000 or more in annual aggregate contracts and leases with LESSOR. LESSEE shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. Such plan must be filed within fifteen (15) days of the effective date of this Lease and failure to do so by said date shall constitute grounds for immediate termination of this Lease by LESSOR. LESSEE shall also, during the term of this Lease provide copies of all announcements of employment opportunities to LESSOR's Contract Compliance office, and shall report annually the number of persons, by race, sex and handicap status, who apply for employment and, similarly classified, the number hired and the number rejected.

Section 25. EQUAL OPPORTUNITY EMPLOYER. In all solicitations for employment placed on LESSEE's behalf during the term of this Lease, LESSEE shall include a statement to the effect that Lessee is an "Equal Opportunity Employer."

Section 26. RECORDS. LESSEE agrees to furnish all information and reports required by LESSOR's Contract Compliance Officer as the same relate to affirmative action and non-discrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D.C. Ords., and the provisions of this Lease.

Section 27. ACCESS FOR PHYSICALLY DISABLED. LESSOR shall maintain access to the premises for the physically disabled as specified in Section 101.13 of the Wisconsin Statutes and acts amendatory thereto.

Section 28. SIGNS NOT PERMITTED. Except in designated areas, LESSEE shall post no signs nor erect any signs of any kind upon the premises without the prior written consent of LESSOR.

Section 29. NO WAIVER. No failure or delay on the part of either party to enforce any of the terms, covenants, conditions or agreements hereof shall operate as a waiver thereof nor avoid or affect the right of the party to enforce the same upon a subsequent default or breach.

Section 30. REMEDIES CUMULATIVE. The rights and remedies herein granted are cumulative and are in addition to any given by any statute, rule of law or otherwise, and the use of one remedy shall not be taken to exclude or waive the right to use another.

Section 31 PARTIAL INVALIDITY. The terms and provisions of this lease shall be deemed separable, and if any term or provision of this lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstance other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

Section 32. CAPTIONS. The captions of paragraphs appearing in this Lease are inserted only as a matter of convenience and in no way define or limit the scope or intent of such paragraphs or this lease, nor in any way affect this lease.

Section 33. SUCESSORS AND ASSIGNS. This Lease shall bind and insure to the benefit of the parties hereto, their heirs, representatives, successors and assigns, except as otherwise herein specifically provided.

Section 34. THIRD PARTIES. This lease is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this lease shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

Section 35. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein and this lease supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this lease shall not be amended in any fashion except in writing, executed by both parties.

Section 36. COUNTERPARTS. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, LESSOR AND LESSEE, by their respective authorized agents, have set their hands and seals to this Agreement which shall be effective as of the day and date by which both parties have executed this Agreement.

FOR LESSEE:

Defyne, LLC

BY:  _____

Diana R Pastrana
Registered Agent, Defyne, LLC

Date: February 13th, 2024

FOR LESSOR:

COUNTY OF DANE

BY: _____

County Executive

Date: _____

BY: _____

County Clerk

Date: _____