

Dane County Contract Cover Sheet

Revised 01/2025

Res 031

Dept./Division	AIRPORT		
Vendor Name	Accuray Incorporated	MUNIS #	
Brief Contract Title/Description	Authorizing execution and submittal of a request for approval of an application for foreign-trade subzone designation. FTZ No. 266		
Contract Term	annual Fee		
Contract Amount	\$12,000 annually		

Contract # Admin will assign	15863
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input checked="" type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Adam Ussher	Name	Medrick Rainbow
Phone #	608-246-3388	Phone #	mrainbow@accuray.com
Email	ussher.adam@msnairport.com	Email	608-830-3815
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)		
	<input type="checkbox"/> Between \$13,000 – \$45,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	<input type="checkbox"/> Over \$45,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	
	<input type="checkbox"/> Bid Waiver – \$45,000 or under (\$25,000 or under Public Works)		
	<input type="checkbox"/> Bid Waiver – Over \$45,000 (N/A to Public Works)		
	<input type="checkbox"/> Cooperative Contract	Contract Name & #	
	<input checked="" type="checkbox"/> N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

MUNIS Req.	Req #	Org:	Obj:	Proj:	\$
		Org:	Obj:	Proj:	\$
	Year	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	<input checked="" type="checkbox"/> Contract does not exceed \$100,000	Res #	031
	<input type="checkbox"/> Contract exceeds \$100,000 – resolution required.	Year	2025
	<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: Adam Ussher	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
LeGore, William	Digitally signed by LeGore, William Date: 2025.05.20 11:05:17 -05'00'

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 6/4/25	Date Out:	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, June 5, 2025 9:36 AM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15863
Attachments: 15863.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 6/6/2025 10:41 AM	Approve: 6/6/2025 10:42 AM
	Patten (Purchasing), Peter	Read: 6/5/2025 9:46 AM	Approve: 6/5/2025 1:13 PM
	Gault, David	Read: 6/5/2025 3:26 PM	Approve: 6/5/2025 3:30 PM
	Cotillier, Joshua		Approve: 6/5/2025 12:24 PM
	Stavn, Stephanie	Read: 6/5/2025 12:53 PM	
	Oby, Joe		

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

Contract #15863
Department: Airport
Vendor: Accuray Inc
Contract Description: Subzone Operator Agreement to operate/administer Foreign-Trade Subzone (Res 031)
Contract Term: 5 years
Contract Amount: \$60,000.00

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.

SUBZONE OPERATOR AGREEMENT

**FOREIGN-TRADE ZONE NO. 266
SUBZONE NO. 266[C]**

**ZONE GRANTEE:
DANE COUNTY, WISCONSIN**

**SUBZONE OPERATOR:
ACCURAY INCORPORATED**

FTZ No. 266 Administrator:
Dane County Regional Airport
4000 International Lane
Madison, Wisconsin 53704

**SUBZONE OPERATOR AGREEMENT
FOREIGN-TRADE ZONE NO. 266
SUBZONE NO. 266[C]**

THIS SUBZONE OPERATOR AGREEMENT ("Agreement") is between Dane County, Wisconsin, a Wisconsin quasi-municipal corporation ("Grantee"), and Accuray Incorporated, a Delaware corporation ("Operator"), and shall be effective as of the date it is fully executed by the authorized representatives of both parties, all fees established under Section 4 below have been paid, and the United States Foreign-Trade Zones Board has granted special purpose subzone status to Subzone 266[C].

RECITALS

- A. Grantee, whose address is c/o Airport Director, Dane County Regional Airport, 4000 International Lane, Madison, Wisconsin 53704, was on December 2, 2005 granted by the United States Foreign-Trade Zones Board the authority to establish and maintain Foreign-Trade Zone No. 266 ("FTZ No. 266");
- B. The United States Foreign-Trade Zones Board has granted, or is anticipated to grant, special purpose subzone status to Subzone 266[C], located at the manufacturing, warehousing, and distribution facilities of Operator in Madison, Wisconsin, as described in the attached Exhibit A;
- C. Operator, whose address is 1240 Deming Way, Madison, Wisconsin 53717, desires to enter into an agreement with Grantee under which Operator is authorized to operate and manage Subzone 266[C] as a manufacturing, warehousing, and distribution facility for use in Operator's medical equipment manufacturing business activities; and
- D. Grantee is able and willing to enter into such an agreement.

AGREEMENT

NOW, THEREFORE, Grantee and Operator agree as follows:

1. **AUTHORIZATION TO OPERATE**

Grantee hereby authorizes Operator to operate and manage Subzone 266[C] for the purpose of engaging in the manufacturing, warehousing, and distribution of goods related to its business as a medical equipment manufacturer. The authority granted under this Agreement is expressly subject to the terms and conditions set forth herein and Operator's full compliance with all federal, state, and local laws, regulations, directives, and rules, including those promulgated by the United States Foreign-Trade Zones Board (the "Board") and United States Customs and Border Protection ("CBP").

2. **TERM OF AGREEMENT**

The term of the Agreement is five years, commencing at 12:01 a.m. on the date all conditions stated in the preamble above the Recitals are met and expiring at 11:59 p.m. on the last day of the month in which the five-year anniversary of the Agreement occurs.

3. ASSUMPTION OF OPERATOR'S OBLIGATIONS

In consideration for the authority granted under this Agreement, Operator agrees that it shall operate and manage Subzone 266[C] according to the standards and requirements set forth in this Agreement and all applicable federal, state, and local laws, regulations, directives, and rules, including those promulgated by the Board and CBP. Operator understands and acknowledges that Grantee is not responsible for the day-to-day management or operation of Subzone 266[C] and that such responsibility shall be solely that of Operator. Operator shall be responsible for establishing, implementing, and complying with proper and lawful management and operational standards and procedures for the activities of Subzone 266[C] and shall prepare and timely submit to the appropriate entities any and all forms, reports, data and documentation associated with its management and operation of Subzone 266[C], as required by law, regulation, directive, rule, or this Agreement.

4. FEES, COSTS, AND EXPENSES

Fees to CBP and the Board:

Operator shall be responsible for and shall timely pay all fees, costs, and expenses related to the management, operation, and maintenance of Subzone 266[C] imposed, annually or otherwise, by CBP or the Board. Operator's responsibility hereunder shall include securing in its name and paying in the full for the Foreign-Trade Zone Operator's Bond that may be required pursuant to federal law, regulation, or rule as a condition to the operation of Subzone 266[C].

Fees to Grantee:

At or prior to Grantee's execution of this Agreement, Operator shall pay to Grantee the amount of \$ 21,500 as payment in full for the following:

- a. Application Fee in the amount of \$6,000 *[If not previously paid]*;
- b. Activation Fee in the amount of \$3,500; and
- c. Initial Annual Fee in the amount of \$12,000.

Thereafter, operator shall pay to Grantee an Annual Fee in the amount of \$12,000, due and payable each year on the anniversary of the effective date of this Agreement.

All fees due hereunder shall be paid by check made payable to County of Dane, Wisconsin, delivered to the Office of the Airport Director, 4000 International Lane, Madison, Wisconsin, 53704 such that payment in full is received by the close of business on the date due. Fees paid to Grantee are not refundable or subject to proration.

5. INDEMNIFICATION

Operator is and shall be deemed to be an independent contractor and operator exclusively responsible for its own acts or omissions. Operator shall indemnify, hold harmless, and defend County, 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, expenses, or attorney fees which County's, its officers, employees, agencies, boards, commissions, and representatives

may sustain, incur, or be required to pay by reason of Operator's management and operation of Subzone 266[C] or the exercise of any of the rights granted herein, 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 Grantee, its agencies, boards, commissions, officers, employees, or representatives. Operator shall be responsible for and timely pay all fines, penalties, forfeitures, restitution, damages, and charges incurred, assessed, or levied for violations of laws, regulations, directives, or rules controlling the management or operation of Subzone 266[C], including the payment of fines, penalties, forfeitures, restitution, damages, and charges arising from acts or omissions resulting in actual or potential assessments against the customs bond required under 19 C.F.R. Part 113. Operator shall indemnify and defend Grantee and its Airport from and against any claims asserted against Grantee or its Airport based on an activity, act, or omission covered by any condition referenced in the aforesaid custom bond. Any failure on the part of the Operator to comply with reporting or other provisions of its insurance policies shall not affect this Operator's obligations under this paragraph. County reserves the right, but not the obligation, to participate in defense without relieving Operator of any obligation under this paragraph. The obligations of Operator under this paragraph shall survive the expiration or termination of this Agreement.

6. INSURANCE

With respect to activities authorized under this Agreement, Operator shall, at its own expense, keep in full force and effect during the term of this Agreement, and for one year thereafter, maintain the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement or otherwise, Operator agrees to preserve Grantee's subrogation rights in all such matters that may arise that are covered by Operator's insurance. Neither these requirements nor Grantee's review or acceptance of Operator's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by Operator under this Agreement. Grantee expressly reserves the right to require higher or lower insurance limits where Grantee deems necessary.

Required Insurance Coverage

- a. Operator shall maintain Commercial General Liability Insurance with per occurrence and annual aggregate coverage limits of not less than \$2,000,000, combined single limit. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent Providers and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.
- b. If Operator renders professional services (such as medical, architectural or engineering services) in its management and operation of Subzone 266[C], then Operator shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to Operator's management and operation of Subzone 266[C]. This Professional Liability coverage must be kept in force for a period of six (6) years after this Agreement ends.

- c. Operator shall maintain Comprehensive Automobile Liability Insurance with per occurrence and annual aggregate coverage limits of not less than \$2,000,000, combined single limit. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).
- d. If Operator will be transporting waste or will be disposing of waste or products in its management and operation of Subzone 266[C], Operator shall maintain Environmental Impairment (Pollution) Liability Insurance with per occurrence and annual aggregate coverage limits of not less than \$2,000,000, combined single limit for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability Policy. Evidence of either must be provided.
- e. Operator agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.
- f. Operator may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. Operator agrees to list Grantee as an "Additional Insured" on its Umbrella or Excess Liability policy.

Required Insurance Provisions

- a. Operator shall maintain the foregoing insurance with insurance companies that are authorized to do business in the State of Wisconsin and have a minimum AM Best's rating of A- VIII.
- b. All policies required hereunder shall name Grantee as an additional insured.
- c. For any claims related to this Agreement, Operator's insurance shall be primary insurance with respect to Grantee, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by Grantee, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. Operator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. Said policies shall contain a provision that the insurer shall send to Grantee written notice of cancellation or any material change in the type or amount of coverage at least 10 days in advance of the effective date thereof.

- e. Operator shall furnish Grantee with certificate(s) of insurance evidencing that the insurance policies required hereunder are in full force and effect during the entire term of this Agreement.
- f. Said insurance requirements shall apply to all entities engaging in activities in Subzone 266[C] and, with respect to third parties engaged in activities in Subzone 266[C], the insurance requirements established herein shall be enforced by Operator. If insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the effective date of this Agreement and the certificate of insurance shall state that coverage is claims-made and indicate the retroactive date.

The parties do hereby expressly agree that Grantee, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by Grantee's Risk Manager taking into account the nature of the work and other factors relevant to Grantee's exposure, if any, under this Agreement.

7. RECORD KEEPING AND INFORMATION SUBMITTAL

The management and operation of Subzone 266[C], including the maintenance of inventory controls and record keeping systems, shall be performed and supervised by Operator pursuant to the terms of 19 C.F.R. Part 146, as said regulation may be amended, and Operator shall prepare, maintain and submit reports, records, and documentation regarding its operations as required under said regulation. Using the Online FTZ Information System ("OFIS") established by the Board (see <https://ofis.trade.gov/>), Operator shall, by the fifteenth day of February in each year during the term of this Agreement, complete and submit to Grantee a true and correct OFIS Operator Report covering activities in Subzone 266[C] during the previous calendar year. All submittals required to be made by Operator under this Agreement shall be in the manner and format designated by the recipient thereof. Operator acknowledges, and shall in no event represent to the contrary, that it is without authority to make representations on behalf of Grantee with respect to any of the activities Grantee or Operator engage in under authority of this Agreement. Operator shall provide Grantee with such additional information as may be needed for Grantee to complete and submit its OFIS Grantee Report, should additional information be needed beyond that in Operator's OFIS Operator Report.

8. MODIFICATION OF STATUS OR ACTIVITIES

In the event Operator elects to deactivate Subzone 266[C] or any part thereof, Operator shall provide notice of the deactivation to Grantee at least 60 days prior to deactivation and notice to CBP and the Board as required by law, regulation, or rule. The effective date of deactivation for purposes of this Agreement shall be the deactivation date established in writing by the Board or, if a deactivation date is established by both the Board and CBP, the later thereof. This Agreement shall terminate on the effective date of deactivation, except that if only part of Subzone 266[C] is deactivated, then this Agreement shall terminate only as to the deactivated portion and will remain in full force and effect as to the remainder of Subzone 266[C]. In the event Operator elects to suspend FTZ activities in Subzone 266[C], Operator shall promptly provide notice of such suspension to Grantee, and to CBP and the Board as may be required by law, regulation, or rule. This Agreement shall remain in full force and effect during any period of suspended FTZ Activities.

9. TERMINATION OF AGREEMENT

Grantee shall have the right to immediately terminate this Agreement in the event the customs bond required under 19 C.F.R. Part 113 or the insurance coverage required hereunder is cancelled or expires without renewal or replacement, or if Grantee's authority to establish and maintain Foreign-Trade Zone No. 266 is withdrawn, revoked, or otherwise terminated by the Board or CBP. If the United States Foreign-Trade Zones Board does not grant special purpose subzone status to Subzone 266[C] and Operator has exhausted its remedies or otherwise affirmatively declines to challenge the Foreign-Trade Zones Board's denial, then Operator shall notify Grantee in writing and (1) this Agreement shall immediately terminate and (2) Grantee shall refund Operator the \$12,000 Initial Annual Fee within a reasonable time. In any event, this Agreement may be terminated by either party upon 180 days prior written notice to the other party. Termination as provided for herein shall not subject either party to liability to the other party for such termination.

10. NON-DISCRIMINATION

Operator shall at all times operate and manage the Subzone in compliance with the provisions of 49 C.F.R. Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended; and shall provide access to the Subzone for the physically disabled as required by all applicable federal, state and local laws and regulations.

11. ASSIGNMENT

Operator shall not at any time assign all or any part of this Agreement without prior written approval of Lessor, which shall not be unreasonably withheld. Upon request for approval of the assignment of this Agreement, Operator shall provide to Grantee documentation of approvals of the assignment by CBP and the Board, as may be required by law, regulation, directive, or rule.

12. NOTICES

Notices required under the terms of this Agreement shall be hand delivered or sent by certified mail to the parties at the following addresses:

To Grantee:
Airport Director
Dane County Regional Airport
4000 International Lane
Madison, WI 53704

To Operator:
Accuray Incorporated
Attn: Chief Legal Officer
1240 Deming Way
Madison, WI 53717

13. WAIVER

The failure of a party to require performance of any obligation hereunder shall not affect the party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Agreement constitute a waiver of any subsequent breach or default or a waiver of the obligation itself.

14. ENTIRE AGREEMENT AND SEVERABILITY

All terms and conditions with respect to this Agreement are contained herein, and each party hereto specifically acknowledges by its execution of this Agreement that it has not relied on any verbal promise, representation, or warranty made by the other party, its employees, or its agents with respect to this Agreement or any of the matters and rights addressed herein. In the event any covenant, condition, or provision herein is held to be invalid by any court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition, or provision of the Agreement.

15. CONTROLLING LAW AND VENUE

This Agreement shall be subject to and construed in accordance with laws and regulations controlling the subject matter hereof. In the event of any disagreement or controversy between the parties related to this Agreement, Wisconsin law shall be controlling and venue for any legal proceedings shall be in the Dane County Circuit Court.

16. AMENDMENT

This Agreement may be modified or amended only in writing executed by duly authorized representatives of the parties hereto.

17. COUNTERPARTS

The parties may evidence their intent to be bound by the terms of this Agreement by execution of one or several counterparts of this instrument, which together shall constitute a single instrument. A photocopy, facsimile, or electronic copy of this Agreement has the same effect as an original for all purposes. The parties stipulate that any such legible copy is admissible in evidence as the original itself in any proceeding, regardless of whether or not the original is in existence and whether or not such copy was made by a party in the regular course of business.

18. LIMITATION OF AGREEMENT

This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement 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 the parties.

IN WITNESS WHEREOF, Grantee and Operator, by their respective authorized agents, have executed this Agreement on the dates indicated below.

FOR ACCURAY:

Date Signed: May 12, 2025 _____

Signed by: 
A865E59C1AE54EF

Leonel Peralta
Senior Vice President, Chief Operating Officer
Accuray Incorporated

FOR DANE COUNTY:

Date Signed: _____

Melissa Agard
County Executive

Date Signed: _____

Scott McDonell
County Clerk

EXHIBIT A: Operator Facilities for Subzone 266[C]

Subzone 266[C] located at the manufacturing, warehousing, and distribution facilities of Operator in Madison, Wisconsin:

- 1) 1209 Deming Way, Madison, Wisconsin 53717
- 2) 2417 West Badger Rd, Madison, Wisconsin 53713