

MEMORANDUM OF UNDERSTANDING (PHASE 3)

**Between
Apple Inc.
and
Truckee Meadows Fire Protection District
and
Washoe County, Nevada**

This MEMORANDUM OF UNDERSTANDING (PHASE 3) (this “**Memorandum of Understanding**” or “**MOU**”) is made and entered into by and among Apple Inc. (“**Apple**”), the Truckee Meadows Fire Protection District (“**TMFPD**”), and Washoe County, Nevada (“**Washoe County**”). Collectively, all entities will be hereinafter referred to as “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS, Apple and Washoe County entered into a Development Agreement (Phase 1) in which Apple agreed to build and dedicate a fire station, more specifically described in the Development Agreement (the “**Project**”) on property located in the Reno Technology Park (the “**Project Site**”).

WHEREAS, TMFPD desires to expand the Project's scope beyond the scope originally specified in the Development Agreement. The expanded scope includes two (2) additional bedrooms and one (1) additional apparatus bay.

WHEREAS, the Parties have determined that the process of designing, building and funding the Project needs to be further developed and defined.

WHEREAS, the Parties desire to enter into this MEMORANDUM OF UNDERSTANDING) to capture each Party’s duties and responsibilities regarding the Construction Phase 3 (as defined below) of the Project.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. PURPOSE

This MEMORANDUM OF UNDERSTANDING defines the agreement between the Parties for funding the construction, construction management, commissioning, and special inspections of the Project.

A.1 PROJECT AGREEMENTS AND PROJECT COSTS

TMFPD has entered into the following agreements relating to the Project:

- (a) **Construction Agreement:** A copy of the construction agreement between TMFPD as Owner and Plenum Builders, Inc, as Contractor is attached as Appendix A. The guaranteed maximum price (the “GMP”) as set forth in the Construction Agreement is \$16,328,109 and is referenced herein as the “Contract Price”. The Contract Price represents the construction cost expressed in the construction documents approved by the Parties and submitted for a building permit, including the expanded scope and other development costs identified in the attached Exhibits A.2, A.3, A.4. and A.5.
- (b) **Line Extension Agreement:** A copy of the Line Extension Agreement between TMFPD and Sierra Pacific Power Company is attached hereto as Appendix B. The amount agreed to be paid to Sierra Pacific Power Company under that agreement is \$192,782.00.
- (c) **Agreement for Professional Consulting Services:** A copy of the Agreement for Professional Consulting Services between TMFPD and Construction Materials Engineers, Inc. (“Consultant”) is attached hereto as Appendix C. The compensation agreed to be paid to Consultant under that agreement is \$362,852.50.

The total fees and costs incurred and paid under the above-referenced agreements (collectively, the “Project Agreements”) are referred to herein as the “Project Costs”.

A.2 SPECIAL INSPECTIONS

Special Inspections shall be provided by the Consultant per Exhibit B (within Appendix C), as required by local and state regulations.

A.3 CONSTRUCTION MANAGEMENT

Upon issuance of the building permit and a written notice to proceed with the on-site construction from Apple, construction management and administration of the contract shall commence as represented in Appendix D.

Apple shall receive prior notice of all Owner/Architect/Contractor meetings and calls relating to the Project and is permitted to attend those meetings and calls.

A.4 INVOICING AND PAYMENTS

(a) The Parties agree that: TMFPD will bill Apple for the Project Costs as follows:

- (i) 25% within thirty (30) days following the Effective Date
- (ii) 25% upon 15% expenditure of the Project Costs
- (iii) 25% upon 40% expenditure of the Project Costs
- (iv) 15% upon 65% expenditure of the Project Costs
- (v) 10% upon 85% expenditure of the Project Costs

The percentage of expenditure shall be as determined by Apple and the Consultant. Payments to TMFPD are due within thirty (30) days of Apple's receipt of a proper invoice.

TMFPD shall ensure that all invoices (i) reflect markups and rates that are consistent with the agreed upon Project terms and (ii) contain the necessary backup. For invoices following the first payment, prior to issuing an invoice, TMFPD will submit to Apple an application for payment that shall include a summary of the progress of construction work as of the date of the application for payment in accordance with the billing requirements and documents provided by Plenum Builders. For each monthly payment application, Plenum Builders shall provide a schedule of values allocated to all portions of the work using CSI Codes or such other format as Apple may require.

- (b) These payment applications shall include detailed invoices and supporting documentation supplied by Plenum Builders for all costs and fees relating to that work, including all payments to the suppliers, consultants, and subcontractors of all tiers.
- (c) Apple may inspect the TMFPD books and records relating to the Project upon request and TMFPD will provide Apple access to the same.
- (d) If TMFPD realizes any savings as described in Article 5 of the Construction Agreement, such shall be passed through to Apple in full.
- (e) **Notwithstanding any other provision herein, Apple's agreement to fund the Project Costs included in this MOU is limited to \$15,415,000. This limitation applies to all fees and costs relating to the Project, including, but not limited to, design, construction, management, services, and materials.**

B. MODIFICATION AND AMENDMENT

Modifications to This MEMORANDUM OF UNDERSTANDING may be made only with the mutual consent of the Parties, memorialized by a fully executed written agreement.

C. STANDARD DISCLAIMER STATEMENT

This MEMORANDUM OF UNDERSTANDING is not intended to affect the legal liability of any Party hereto by imposing any standard of care other than the standard of care imposed by applicable law. Employees, agents, and contractors of each Party shall not be deemed to be employees, agents, or contractors of any other Party.

D. TERMINATION

This MEMORANDUM OF UNDERSTANDING (may be terminated by the written consent of all Parties.

E. EFFECTIVE DATE

The Effective Date of this Memorandum of Understanding will be the date on which the last Party hereto signs.

F. CONTACTS

The primary points of contact relating to this Memorandum of Understanding are:

Name: John Rickard
Title: Senior Director RE&D
Organization: Apple Inc.
Address: 1 Apple Park Way, MS: 319-6DEV
City/State/Zip Code: Cupertino, CA 95014
Telephone: 408-974-5662
Cellular Telephone:
Email Address: jrickard@apple.com

Name: Jay Cwiak
Title: Division Chief
Organization: Truckee Meadows Fire Protection District
Address: 3663 Barron Way
City/State/Zip Code: Reno, NV 89511
Telephone: 775-326-6000
Cellular Telephone: 775-313-8903
Email Address: jcwiak@tmfpd.us

Name: Dave Solaro
Title: Assistant County Manager/CSD Director
Organization: Washoe County
Address: 1001 East 9 th Street
City/State/Zip Code: Reno, NV
Telephone: 775-328-3600
Cellular Telephone: 775-303-5010
Email Address: dsolaro@washoecounty.gov

All notices to be given under this MOU shall be sent in writing to those identified above at the addresses provided.

G. SEVERABILITY

In case one or more of the terms, sentences, paragraphs, or provisions contained herein shall for any reason be held to be invalid, illegal, or non-enforceable in any respect, such invalidity, illegality, or non-enforceability shall not affect any other terms, sentences, paragraphs or provisions and this Memorandum of Understanding shall be construed as if such invalid, illegal, or non-enforceable provision had never been contained herein.

H. GOVERNING LAW, VENUE

This Memorandum of Understanding shall be governed, interpreted, and construed by the laws of the State of Nevada, and the venue for any action based upon its terms and the Parties' performance hereunder shall be in the Second Judicial District Court of Washoe County.

I. COUNTERPARTS

This Memorandum of Understanding may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

J. CONFLICTS

This Memorandum of Understanding shall control in case of a conflict or inconsistency between it and the Development Agreement.

IN WITNESS WHEREOF, the Parties have set their hands with the intent to be bound.

APPLE INC.



Senior Director RE&D

4/2/25

Date

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

Chair, Board of Fire Commissioners

Date

WASHOE COUNTY

Assistant County Manager/CSD Director

Date