

MEMORANDUM OF UNDERSTANDING (PHASE 2)
Between
Apple Inc.
and
Truckee Meadows Fire Protection District
And
Washoe County, Nevada

This Memorandum of Understanding (Phase 2) (this “Phase 2 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.”

WHEREAS, Apple and Washoe County have entered into a Development Agreement (as defined below) wherein Apple agreed to build and dedicate a fire station as more specifically described in the Development Agreement (the “Project”) upon property located in the Reno Technology Park (the “Project Site”), as depicted on Exhibit A attached to the Memorandum of Understanding (PHASE 1) (the “Phase 1 MOU”), as previously executed by the Parties.

WHEREAS, TMFPD has determined the need to increase the scope of the Project beyond the scope originally specified in the Development Agreement. The expanded scope includes three (3) additional bedrooms and one (1) additional apparatus bay.

WHEREAS, the Parties have determined that there is a need to further develop and define the process by which the Project will be designed and built.

WHEREAS, the Parties previously entered into the Phase 1 MOU for the conceptual planning and schematic design of the Project.

WHEREAS, the Parties desire to enter into this Phase 2 MOU to capture the updated design and pre-construction process and to establish each Party’s duties and responsibilities with respect to the Construction Document Phase (as defined below) of the Project. The Parties intend to enter into a third MOU to establish each Party’s duties and responsibilities during the construction phase of the Project (the “Phase 3 MOU”).

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. PURPOSE

The purpose of this Phase 2 MOU is to set forth specific agreements between the Parties in the construction document phase of the Project (referred to as the “Construction Document Phase”) of the fire station to be located on the Project Site, as required by the ORDINANCE APPROVING AMENDED AND RESTATED DEVELOPMENT AGREEMENT (RENO TECHNOLOGY PARK; SPARKS ENERGY PARK); BILL NO. 1791 ORDINANCE NO. 1605 (the “Development Agreement”).

B. CONSTRUCTION DOCUMENTS FOR THE FIRE STATION

1. Apple and TMFPD have mutually agreed upon the following design professionals, including associated costs, that have conducted the design phase of the Project and will produce the construction documents:

Savini Group	DD,CD, Utility Coordination and Meetings	\$62,495
H&K Architects	DD and CD Document Development, Plan Review, GMP Pricing, Construction Services, and Supplemental Services	\$1,501,250 Basic Services \$208,895 Supplemental Services \$1,710,145 Total Fee
Plenium Builders	Estimate, Schedule, and Constructability for DD and CD Documents	\$17,160

2. After submission to Apple for review and approval (not to be unreasonably withheld), TMFPD shall execute agreements with those design professionals, remit payment per those agreements, and submit requests for reimbursement to Apple.
3. Apple agrees to begin making progress payments to TMFPD for the costs of the design professionals for the Project within forty-five (45) days of full execution and delivery of this Phase 2 MOU and receipt of applicable invoices paid by TMFPD together with reasonable supporting documentation, in amounts up to those listed above. Subsequent progress payments will continue within forty (45) days of receipt of applicable invoices paid by TMFPD, together with reasonable supporting documentation.
4. Apple further agrees to reimburse TMFPD for fees and costs paid by TMFPD associated with applications and permits required to develop and construct the Project within forty-five (45) days of receiving applicable invoices paid by TMFPD together with reasonable supporting documentation, limited to a total amount not to exceed (\$80,000).
5. The final approval of the construction documents for the Project shall be determined by mutual agreement of the Parties.
6. Apple's financial obligation with respect to the Construction Document Phase of the Project shall be limited to the amounts listed above ("Project Construction Document Sum"). TMFPD shall have the right to expand the scope of the Project beyond the scope contemplated in the Development Agreement in TMFPD's discretion; provided, however, Apple shall have no obligation to fund any amounts for the Construction Document Phase above and beyond the Project Construction Document Sum.
7. Washoe County agrees to aid/facilitate TMFPD's selection of any contractors and/or subcontractors through required competitive bidding procedures pursuant to the Nevada Revised Statutes.
8. After submission to Apple for review and approval (not to be unreasonably withheld), TMFPD shall execute all necessary agreements to complete the Construction Document

Phase, remit payment per those agreements, and submit requests for reimbursement to Apple.

9. The estimated cost to complete the construction phase of the Project will be specified in the Phase 3 MOU.
10. Apple's review and approval of any items requiring the same under this Phase 2 MOU or the Development Agreement with respect to the Project shall not be deemed to be a representation or warranty that such items are adequate for any use or comply with applicable laws and shall not be deemed to be any assumption of liability in this regard. TMFPD agrees to indemnify and hold Apple harmless from any and all claims relating to the design, development or construction of the Project. This paragraph shall survive any termination of this Phase 2 MOU.
11. The Parties agreed in the Phase 1 MOU to extend the commencement and completion dates of the Project originally anticipated in the Development Agreement. Similarly, the Parties agree to the following updated estimated schedule for the Project, acknowledging that further adjustments to this schedule may be necessary (and may be subsequently mutually agreed upon by the Parties) as the design and construction of the Project progresses:
 - (a) Conceptual planning and schematic design - Completed;
 - (b) Construction document development to be completed by July 31, 2024;
 - (c) CMAR bidding to be completed by September 18, 2024 and award to be completed by November 7, 2024;
 - (d) Construction to begin in November 2024, and to be completed no later than January, 2026; and
 - (e) Occupancy by February, 2026.
12. TMFD shall be responsible for providing design support and coordination with all applicable agencies to secure site access and applicable utility service to the Project Site.

C. MODIFICATION AND AMENDMENT

Modifications to this Phase 2 MOU shall be made by mutual consent of the Parties, memorialized by a fully executed written amendment.

D. STANDARD DISCLAIMER STATEMENT

This Phase 2 MOU 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. It is understood and agreed that no Party to this Phase 2 MOU nor its officers or employees shall be jointly or severally liable for any damage or liability attributable to any other Party to this Phase 2 MOU.

E. EXPIRATION

This Phase 2 MOU shall become effective upon signature of all Parties and shall expire one (1) year from the date that Apple has funded a total amount to TMFPD equal to the Project Construction Document Sum.

F. TERMINATION

This Phase 2 MOU may be terminated prior to expiration by the written consent of all Parties. All terms and provisions of this Phase 2 MOU which by their nature are intended to survive any termination or expiration of this Phase 2 MOU, shall so survive.

G. EFFECTIVE DATE

This Phase 2 MOU and any exhibits hereto shall become effective upon signature of all Parties.

H. CONTACTS

The primary points of contact for carrying out the provisions of the Phase 2 MOU are:

Name: John Rickard
Title: Director RE&D Project Management
Organization: Apple Inc.
Address: 1 Apple Park Way, MS:
City/State/Zip Code: Cupertino, CA 95014
Telephone:
Cellular Telephone:
Email Address:

Name: Charles Moore
Title: 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: cmoore@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

I. SEVERABILITY

In case one or more of the terms, sentences, paragraphs, or provisions contained herein shall for any reason to 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 Phase 2 MOU shall be construed as if such invalid, illegal, or non-enforceable provision had never been contained herein.

J. GOVERNING LAW, VENUE

This Phase 2 MOU shall be governed, interpreted and construed in accordance with the laws of the State of Nevada and venue for any action based upon its terms and the Parties' performance hereunder shall be in the Second Judicial District Court of Washoe County

K. LIMITATION OF LIABILITY

Washoe County and TMFPD do not waive and intend to assert all available limitations of liability as outlined in Nevada Revised Statutes chapter 41.

L. CONFLICTS

In the event of a conflict or inconsistencies between this Phase 2 MOU and the Development Agreement, this Phase 2 MOU shall control.

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

Apple Inc.

By: 
 Director RE&D Project Management

11/16/23
 Date

Truckee Meadows Fire Protection District

By: 
Chair, Board of Fire Commissioners

11/7/2023
Date

ATTEST:


Catherine Smith, Chief Deputy
Clerk
Washoe County

Assistant County Manager/CSD Director

11-7-2023
Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

On November 16, 2023, before me, Terencia Tervalon, a Notary Public, personally appeared John T. Rickard III, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Terencia Tervalon

(Seal)

