

MEMORANDUM OF UNDERSTANDING (PHASE 1)
Between
Apple Inc.
And
Truckee Meadows Fire Protection District
And
Washoe County, Nevada

This Memorandum of Understanding (“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 as depicted on Exhibit A attached hereto (the “Project Site”).

WHEREAS, TMFPD has determined the need to increase the scope of the Project beyond the scope originally specified 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 desire to enter into this MOU to capture this updated design and pre-construction process and to establish each Party’s duties and responsibilities. The Parties intend to enter into a second MOU to establish each Party’s duties and responsibilities during the construction phase of the Project (the “Phase 2 MOU”).

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. PURPOSE

The purpose of this MOU is to set forth specific agreements between the Parties in the design and pre-construction phase of the Project (referred to as the “Design and Pre-Construction 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); BILLNO. 1791 ORDINANCE NO. 1605 (the “Development Agreement”).

B. DESIGN AND PRE-CONSTRUCTION OF THE FIRE STATION

1. Apple and TMFPD shall mutually agree upon design professionals (planner and architect), including associated costs, that will conduct the design phase of the Project.

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 make an advance payment to TMFPD for the costs of the design professionals for the Project within forty-five (45) days of full execution and delivery of this MOU, in the amount of Project Design and Pre-Construction Sum (as defined below).
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 (\$20,000).
5. The final design approval of the Project shall be determined by mutual agreement of the Parties.
6. Apple's financial obligation with respect to the Design and Pre-Construction Phase of the Project shall be limited to a total amount of (\$192,000) ("Project Design and Pre-Construction 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 Design and Pre-Construction Phase above and beyond the Project Design and Pre-Construction 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 Design and Pre-Construction 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 2 MOU.
10. Apple's review and approval of any items requiring the same under this 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 MOU.
11. The Parties desire to extend the commencement and completion dates of the Project originally anticipated in the Development Agreement. Therefore, 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 to be completed by March 31, 2023;
- (b) Construction document development to be completed by December 30, 2023;
- (c) CMAR bidding and award to be completed by March 1, 2024; and
- (d) Construction to begin in March 2024, and to be completed no later than December 31, 2024.

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 MOU shall be made by mutual consent of the Parties, memorialized by a fully executed written amendment.

D. STANDARD DISCLAIMER STATEMENT

This 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 MOU, nor its officers or employees shall be jointly or severally liable for any damage or liability attributable to any other Party to this MOU.

E. EXPIRATION

This 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 Design and Pre-Construction Sum.

F. TERMINATION

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

G. EFFECTIVE DATE

This 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 MOU are:

Name: _____
Title: _____
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 MOU shall be construed as if such invalid, illegal, or non-enforceable provision had never been contained herein.

J. GOVERNING LAW, VENUE

This 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 MOU and the Development Agreement, this MOU shall control.

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

Apple Inc.

By: _____
Its: _____

Date

Truckee Meadows Fire Protection District

By: _____
Chair, Board of Fire Commissioners

Date

ATTEST:

Clerk

Washoe County

Assistant County Manager/CSD Director

Date

EXHIBIT A
DEPICTION OF PROJECT SITE