

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
(PHASE 2)
among
Apple Inc.,
Truckee Meadows Fire Protection District
and
Washoe County, Nevada**

This First Amendment to the Memorandum of Understanding (Phase 2) (this “First Amendment”) 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 previously 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”), effective May 31, 2023, 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 further developed and defined the process by which the Project will be designed and built in the Memorandum of Understanding (PHASE 2) (the “Phase 2 MOU”), effective November 16, 2023.

WHEREAS, the Parties desire to enter into this First Amendment to amend the Phase 2 MOU to capture further updates to the design and pre-construction process for the Project.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. PURPOSE

This First Amendment sets forth certain updates to 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. ELECTRICAL SERVICE SUPPLIED BY NV ENERGY

1. Apple and TMFPD have agreed upon the cost to bring electrical service to the Project Site, as determined by NV Energy.
2. The electrical design to bring electrical service to the Project Site is attached as “Attachment One” (the “Electrical Design”).
3. The costs for the Electrical Design have been identified by NV Energy to be \$180,000.
4. Apple agrees to reimburse TMFPD for the Electrical Design within forty-five (45) days of receiving applicable invoices paid by TMFPD together with reasonable supporting documentation, limited to a total amount for the Electrical Design not to exceed (\$180,000).
5. TMFPD 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. H+K ARCHITECTS ADDITIONAL SERVICES PROPOSAL

1. Apple and TMFPD have also agreed upon the additional scope of work to provide architectural and engineering services for fire protection engineering services, water systems, a pump house, and the design of electrical vehicle infrastructure for the Project Site according to attached proposal “Attachment Two” (the “Additional Architectural Services”).
2. Apple agrees to reimburse TMFPD for the Additional Architectural Services within forty-five (45) days of receiving applicable invoices paid by TMFPD together with reasonable supporting documentation, limited to a total amount for the Additional Architectural Services not to exceed (\$114,500).

D. STANDARD DISCLAIMER STATEMENT

This First Amendment 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 employees, agents, or contractors of any other Party. It is understood and agreed that no Party to this First Amendment nor its officers or employees shall be jointly or severally liable for any damage or liability attributable to any other Party to this First Amendment.

E. EFFECTIVE DATE

This First Amendment and any exhibits hereto shall become effective upon signature of all Parties.

F. CONTACTS

The primary points of contact for carrying out the provisions of this First Amendment, MOU Phase 2 and MOU Phase 1 are:

Name: John Rickard
Title: Director RE&D Project Management
Organization: Apple Inc.
Address: One Apple Park Way, MS: 319-6PM1
City/State/Zip Code: Cupertino, CA 95014
Telephone: (408) 974-5662
Cellular Telephone: (650) 208-4081
Email Address: jrickard@apple.com

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

G. 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 First Amendment shall be construed as if such invalid, illegal, or non-enforceable provision had never been contained herein.

H. GOVERNING LAW, VENUE

This First Amendment 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.

I. 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.

J. AMENDMENT TO AGREEMENT

The Parties acknowledge and agree that MOU Phase 2 has not been amended or modified in any respect, other than by this First Amendment. The term "MOU Phase 2" shall mean MOU Phase 2 as so amended, unless the context requires otherwise.

K. COUNTERPARTS

This First Amendment may be executed in multiple counterparts, and by the Parties hereto on separate counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one agreement.

L. ENTIRE AGREEMENT

This First Amendment sets forth all covenants, agreements and understandings among the Parties with respect to the subject matter hereof and there are no other covenants, conditions or understandings, either written or oral, among the Parties except as set forth in this First Amendment.

M. FULL FORCE AND EFFECT

Except as expressly amended hereby, all other items and provisions of MOU Phase 2, as amended, remain unchanged and continue to be in full force and effect.

N. CONFLICTS

The terms of this First Amendment shall control over any conflicts between the terms of the MOU Phase 2 and the terms of this First Amendment.

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

Apple Inc.

By: _____
Director, RE&D Project Management

Date

Truckee Meadows Fire Protection District

By: _____
Chair, Board of Fire Commissioners

Date

ATTEST:

Clerk

Washoe County

CSD Director

Date

Attachment One

Attachment Two