

**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 <sup>th</sup> 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

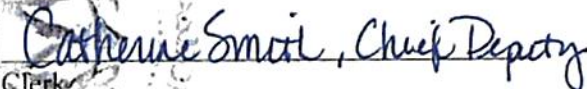
05/21/2024  
Date

**Truckee Meadows Fire Protection District**

By:   
Chair, Board of Fire Commissioners

05/07/2024  
Date

**ATTEST:**

  
Catherine Smoot, Chief Deputy  
Clerk

**Washoe County**

  
CSD Director

5/15/2024  
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.

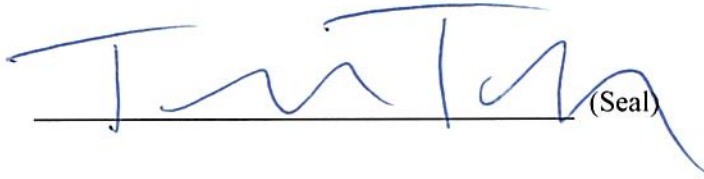
State of California )  
County of Santa Clara )

On May 21, 2024, 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

  
\_\_\_\_\_  
(Seal)



## **Attachment One**



**DESIGN APPROVAL AGREEMENT  
(Electric)**

Project ID: 3011013952  
Project Title: E-TRUCKEE MEADOWS  
FIRE & RESCUE FIRE  
STATION-FP-COMM-E-  
TRUCKEE MEADOWS FIRE  
& RESCUE  
Project Coord.: Jasmin, Irene (NV  
Energy)

1. Truckee Meadows Fire & Rescue, a(n) NV GOVERNMENT, ("**Applicant**") acknowledges that it has reviewed the design attached hereto for PID 3011013952 ("**Design**") that Sierra Pacific Power Company d/b/a NV Energy ("**Utility**") prepared, including all notes and Utility's standards referenced therein.

2. Applicant understands and agrees to abide by Utility's Volume 17 Electric Installation Guide Northern Nevada. These standards are available at [http://www.nvenergy.com/business/newconstruction/newconstructionN/standards/electric\\_standards/vol\\_17.cfm](http://www.nvenergy.com/business/newconstruction/newconstructionN/standards/electric_standards/vol_17.cfm). Applicant acknowledges that Applicant is bound by all notes on the Design.

3. Applicant agrees that the Design is appropriate for providing the electric service Applicant requested, if any, and hereby accepts and agrees to the type and location of Utility's facilities.

4. Applicant agrees that the location of the conduit, pads, switches, transformers and other facilities on the Design do not conflict and are compatible with Applicant's project.

5. Applicant acknowledges that this Design is preliminary and is subject to certain approvals, including Applicant acquiring and delivering to Utility easements it deems reasonably necessary and Applicant acquiring any necessary permits ("**Approvals**"). Accordingly, Applicant accepts complete responsibility for any work, and all costs associated with that work, that it performs or causes to be performed before Applicant obtains these Approvals and before Utility releases PID 3011013952 for construction. The Parties will attach the final, approved Design to the applicable line extension agreement entered into between Applicant and Utility.

6. Applicant agrees that Applicant must follow Utility's procedures for obtaining electric service and/or relocating Utility's facilities and that Applicant is bound by Utility's Tariff Schedules. The Tariff Schedules are available at <http://www.nvenergy.com/company/rates/nnv/>.

7. Applicant agrees that this Design Approval Agreement is not an acceptance of or waiver of any conflict between Applicant's project and Utility's easements, prescriptive rights, rights-of-entry or other property rights located within or adjacent to Applicant's project or between Applicant's project and Utility's above-ground and underground distribution and transmission facilities located within or adjacent to Applicant's project.

8. Applicant acknowledges that conduit(s) identified on the Design as "existing" might, or might not, have been installed and one or more of those "existing" conduits might need to be repaired or replaced. Applicant acknowledges that, at its Total Cost (defined in Rule 9 of the Tariff Schedules), Applicant must (a) verify the existence and integrity of that "existing" conduit, (b) install any missing conduit, (c) repair or replace that "existing" conduit to Utility's satisfaction and (d) in Utility's discretion, video inspect, re-mandrel and/or re-mule tape any conduit being used for the Project (defined in Rule 9 of the Tariff Schedules). Utility recommends that Applicant have the underground contractor perform the foregoing before Utility and Applicant sign the line extension agreement for construction of the Project. Before mandrelling any "existing" conduit and at least two business days in advance, Applicant must contact Utility's Inspector at the telephone number identified on the Design so that Utility may provide standby service at Applicant's Total Cost.

9. Applicant agrees that, before going to construction and before Utility will provide service to Applicant's project or relocate any Utility facilities, Applicant must sign a line extension agreement.





**DESIGN APPROVAL AGREEMENT  
(Electric)**

Project ID: 3011013952  
Project Title: E-TRUCKEE MEADOWS  
FIRE & RESCUE FIRE  
STATION-FP-COMM-E-  
TRUCKEE MEADOWS FIRE  
& RESCUE  
Project Coord.: Jasmin, Irene (NV  
Energy)

Truckee Meadows Fire & Rescue

By:

  
Signature

Printed Name:

Charles Moore

Title:

Fire Chief

Date:

05-07-2024

Revisions:

1) Description: \_\_\_\_\_

Applicant Approval: \_\_\_\_\_ Date: \_\_\_\_\_

2) Description: \_\_\_\_\_

Applicant Approval: \_\_\_\_\_ Date: \_\_\_\_\_

3) Description: \_\_\_\_\_

Applicant Approval: \_\_\_\_\_ Date: \_\_\_\_\_

4) Description: \_\_\_\_\_

Applicant Approval: \_\_\_\_\_ Date: \_\_\_\_\_



## **Attachment Two**



## Proposal

February 14, 2024

### Mr. Rod Savini

Savini Group, PLLC  
180 W, Huffaker Lane, Suite 304  
Reno, Nevada 89511

Re: Truckee Meadows Fire and Rescue Apple Fire Station  
Additional Services Proposal

Dear Rod,

We are pleased to submit this proposal which outlines additional Architectural and Engineering services for the following:

- Fire Protection Engineering Services
- Fire Protection and Water System Pump House
- Electrical Vehicle Infrastructure

We have included a project description, scope of work, a list of the project team, and our proposed fee.

### **PROJECT DESCRIPTION**

In lieu of having the Automatic Fire Suppression System including the electric fire pump be designed, and permitted separately by the fire protection subcontractor, we were asked to provide this fire protection design scope as part of our A&E design.

This scope includes the design of a pump house with a footprint of approximately 25' x 55'. This building will house the electric fire pump and other water and well system components. This was not a part of the original scope of the project.

Recently, it has been determined that Electric Vehicle Charging and roof mounted PV infrastructure should be added to the scope as well.

### **ADDITIONAL SCOPE OF WORK**

We anticipate adding additional scope to the project as follows:

- Single-story pump house building of approximately 1,400 gsf.
  - The building will be a separate, stand-alone building adjacent to the fire tank.
  - Structural systems for the building will include shallow conventionally reinforced concrete footings, perimeter CMU bearing/shear walls that extend up to serve as parapets, and a low-slope roofing system over metal deck and steel wide-flange framing that clear span across the building.
- Electrical associated with well, pump house, and fire pump:
  - Connections to submersible well pump
  - Connections to duplex booster pumps
  - Control connections including SCADA design
  - Coordination with NVE for a line side tap to feed the fire pump controller.
  - Increased generator size to include the fire pump.
  - Associated connections for a jockey pump and controls.

#### H+K ARCHITECTS

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Reno, Nevada 89511-2262

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hkarchitects.com

- The electrical system for the fire pump will be per NEC 695.
- Miscellaneous connections and receptacles for the pump house and grounding.
- Fire Protection Systems Engineering:
  - Calculations and design to size and specify Electric Fire Pump
  - Coordination of site fire hydrants with Civil Engineer
    - Wet Fire Sprinkler System including sprinkler & seismic calculations. It is anticipated that this facility will have two separate sprinkler zones.
  - Design of the Fire Risers & FPE Specifications
- Electric Vehicle Charging and Photo Voltaic Infrastructure:
  - It is our understanding that EV Charging for the fire trucks will be done at a future date and the Owner would like to plan for the appropriate infrastructure. Additional scope is as follows:
    - Determine the space requirements and review the electrical service for capacity.
    - Design conduit sizes and runs from the electrical service to future charger locations.
  - Roof mounted PV Solar Panels are to be considered as a future amenity. Infrastructure will be provided.

**PROJECT TEAM**

| <b>Discipline</b>                 | <b>Firm</b>            |
|-----------------------------------|------------------------|
| Architecture / Project Management | H+K Architects         |
| Structural Engineering            | CFBR Structural Group  |
| Fire Protection Engineering       | Ainsworth & Associates |
| Electrical Engineering            | PK Engineering         |
| <b>Total</b>                      |                        |

**FEE**

We propose to provide the Services outlined above for a fixed fee per phase as follows:

| <b>Phase</b>                | <b>% of Total Fee</b> | <b>Fee</b>          |
|-----------------------------|-----------------------|---------------------|
| Design Development          | 34.9%                 | \$40,000.00         |
| Construction Documents      | 48.0%                 | \$55,000.00         |
| Plan Review                 | 4.4%                  | \$5,000.00          |
| GMP Phase                   | 2.2%                  | \$2,500.00          |
| Construction Administration | 8.7%                  | \$10,000.00         |
| Record/Closeout             | 1.7%                  | \$2,000.00          |
| <b>Total Fee</b>            | <b>100.0%</b>         | <b>\$114,500.00</b> |

Thank you for the opportunity to present this proposal. Please call if you have any questions.

Sincerely,

Jeff Klippenstein, AIA