Exhibit A

INSURANCE, INDEMNIFICATION AND HOLD HARMLESS REQUIREMENTS FOR GOLF MANAGEMENT LICENSE AND SERVICES

INTRODUCTION

Washoe County has established specific insurance and indemnification requirements for service providers contracting with the County. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a service CONTRACTOR accepts and is able to pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT CONTRACTORS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY RISK MANAGEMENT DEPARTMENT DIRECTLY AT (775) 328-2665.

INDEMNIFICATION AGREEMENT

CONTRACTOR agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to CONTRACTOR'S property, caused by the omission, failure to act, or negligence on the part of CONTRACTOR, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by CONTRACTOR, or by others under the direction or supervision of CONTRACTOR.

In the event of a lawsuit against the COUNTY arising out of the activities of CONTRACTOR, should CONTRACTOR be unable to defend COUNTY due to the nature of the allegations involved, CONTRACTOR shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of CONTRACTOR.

GENERAL REQUIREMENTS

INSURANCE.

1.1. By Contractor. Unless expressly waived in writing by COUNTY, Contractor, as an independent contractor and not an employee of COUNTY, must obtain and maintain policies of insurance in amounts specified in this Agreement and pay all taxes and fees incident hereunto. COUNTY shall have no liability except as specified in this Agreement. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by COUNTY, the required insurance shall be in effect prior to the commencement of work by Contractor.

Contractor shall include all Subcontractors under its coverage or shall contractually require all of its Subcontractors to procure, maintain and provide evidence of insurance with coverage and limits no less than those required herein. When Subcontractors provide separate coverage, they shall include COUNTY as an additional insured under their commercial general liability without requiring a written contract or agreement between COUNTY as the additional insured and Subcontractor. Contractor shall require its Subcontractors provide appropriate certificates and endorsements from their own insurance carriers naming Contractor and COUNTY as additional insureds.

- 1.2. <u>Form of Coverage.</u> Any insurance or self-insurance available to COUNTY shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by COUNTY, Contractor shall provide COUNTY with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Agreement, an insurer or surety shall fail to comply with the requirements of this Agreement, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify COUNTY and immediately replace such insurance or bond with an insurer meeting the requirements.
 - **1.2.1.** Approved Insurers: Each insurance policy shall be (i) issued by licensed and admitted insurance companies authorized to do business in the State of Nevada or that meet any applicable state and federal laws and regulations for non-admitted insurance placements and acceptable to COUNTY. and (ii) currently rated by A.M. Best as "A-, VII" or better.

1.3. Policies Required.

1.3.1. Workers' Compensation and Employer's Liability Insurance. Contractor shall provide proof of worker's compensation insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210 or provide proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required. Employer's Liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

Contractor waives all rights against COUNTY, its officials, officers, employees, volunteers and agents, for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this agreement. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

1.3.2. Commercial General Liability Insurance. Contractor shall procure and maintain, during the term of this Agreement, occurrence commercial general liability, and, if necessary, commercial umbrella insurance, for limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage per occurrence. and Two Million Dollars (\$2,000,000) general aggregate. If such CGL insurance provides coverage for other locations operated by Contractor, any general aggregate limit shall apply separately to this location or project. Coverage shall be written on an occurrence form at least as broad as an unmodified ISO occurrence form CG 00 01 04 13 (or a substitute form providing coverage at least as broad) and shall cover liability arising from premises, operations, independent contractors, products and completed operations, personal and advertising injury, civil lawsuits, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Additional Insured. COUNTY, its officials, officers, volunteers, employees and any other Indemnitees included under this Agreement shall be included as insureds under the CGL, using ISO additional insured endorsement CG 20 10 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. Contractor shall also include additional insured coverage for its products and completed operations exposures, if applicable to this Agreement. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to COUNTY or any other Indemnitees under this Agreement.

Waiver of Subrogation. Contractor waives all rights against COUNTY, its agents, officers, directors and employees and any other Indemnitees listed in this this Agreement for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Contractor's insurer shall endorse CGL policy to waive subrogation against COUNTY with respect to any loss paid under the policy.

1.3.3. Business Automobile Liability Insurance. Contractor shall procure and maintain, during the term of this Agreement, business automobile liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. Such insurance shall cover liability arising out of any auto, including owned, non-owned and hired vehicles. Business auto coverage shall be written on any of the unmodified ISO forms (CA 00 01, CA 00 05, CA 00 12, CA 00 25), or a substitute form providing coverage at least as broad. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

If Contractor does not have any owned or leased automobiles, COUNTY may agree to accept Hired & Non-Owned Auto Liability Coverage included under the Contractor's Commercial General Liability.

If Contractor is an individual person that only uses their personal vehicle(s) in the performance of services under this Agreement, COUNTY may accept evidence of personal automobile liability with limits of insurance acceptable to COUNTY.

Waiver of Subrogation. Contractor waives all rights against COUNTY, its agents, officers, directors and employees and any other Indemnitees listed in the Indemnification section of this Agreement for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to this agreement.

1.3.4. Property Insurance. Contractor shall obtain and maintain in force commercial property insurance covering its personal property, supplies and inventories at its own expense. Commercial property insurance shall, at minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30).

Commercial property insurance shall cover the replacement cost of the property insured.

- **1.3.5.** Crime Insurance. Contractor shall maintain crime insurance including coverage for the loss of money, securities and other property by employees or other parties with a limit not less than One Million Dollars (\$1,000,000) per occurrence. If applicable, coverage shall be endorsed to include coverage for loss of COUNTY money, securities and other property in the care, custody or control of Contractor.
- **1.4** Evidence of Insurance. Prior to the start of any Work, Contractor must provide the following documents to COUNTY, Attention: Purchasing, 1001 E. Ninth St., Building D, Suite 200, Reno, NV 89512.
 - **1.4.1.** Certificate of Insurance. Prior to the commencement of any work or services under this Agreement and thereafter upon renewal or replacement of each required coverage, Contractor shall provide a Certificate of Insurance form to COUNTY to evidence the insurance policies and coverage required of Contractor. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including all Subcontractor policies, at any time. Copies of policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.
 - **1.4.2.** <u>Additional Insured Endorsements</u>. Additional insured endorsements, or relevant policy form, must be submitted to COUNTY, by attachment to the Certificate of Insurance, to evidence the endorsement of COUNTY as additional insured.

- **1.4.3.** Policy Cancellation Notification. Contractor or its insurers shall provide at least thirty (30) days prior written notice to COUNTY prior to the cancellation or non-renewal of any insurance required under this Agreement. An exception may be included to provide at least ten (10) days' written notice if cancellation is due to non-payment of premium. CONTRACTOR shall be responsible to provide prior written notice to COUNTY as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.
- **1.5.** Other Conditions. Failure to furnish the required certificate(s) or failure to maintain the required insurance may result in termination of this Agreement at COUNTY's option.

Any waiver of CONTRACTOR's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of COUNTY. Failure of COUNTY to demand such certificate or other evidence of full compliance with these insurance requirements or failure of COUNTY to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.

By requiring insurance herein, COUNTY does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to COUNTY in this Agreement. The insurance requirements of this Agreement shall be in addition to and not in lieu of any other remedy available to COUNTY under this Agreement or otherwise. COUNTY reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

If CONTRACTOR'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

EXHIBIT B Golf Course Standards of Operation and Performance

WASHOE GOLF COURSE STANDARDS OF OPERATION AND PERFORMANCE

A "Standard" has been defined as a "rule used as a basis of judgment," "ofrecognized excellence or authority" and "something accepted as a basis of comparison." A fine public course needs standards which, when adhered to, ensure that the culture of the course is preserved and enhanced. The following set of Standards of Operation and Performance provides for an appropriate level of quality of product, conduct, and service to the customers.

CUSTOMER RECOGNITION

Customers can be defined as a group of individuals who join together for a recreational golf purpose that share a common interest in the game.

Most importantly, serving customers at a public course is about recognition. Some customers are very open and demanding about being recognized, yet some are seemingly uninterested and avoid being noticed. Regardless of how a customer demonstrates the need to be recognized, the overriding reason customers play a public course is to play and enjoy the game while receiving a good value.

Recognition can come in many ways: seeing their name or picture on the course website or bulletin board, receiving trophies or certificates, having a bag tag on their golf bag, belonging to the Men's, Ladies' or Junior Club, by getting a personalized letter from the Operators, or being noticed by the Staff. However, the most powerful form of recognition is hearing someone call them by their name.

As employees of Washoe Golf Course, the #1 Standard of Performance, in all cases, for all departments, and for every position, is to actively recognize customers.

To recognize customers in an "active" way means being alert, challenging your memory to remember names and faces, and keeping mental notes as to what each customer likes. Teamwork is a great tool to help recognize customers such as tipping each other off as to the customer's names as they approach. It seems amazing that, at some public courses, certain employees, food servers, pro shop, outside staff and even the grounds crew, can remember the customer's names -- sometimes their spouses and children's names as well. How do they do it? It is no secret -they want to.

GOLF COURSE AND GROUNDS

MINIMUM STANDARDS

The following standards are to be considered minimum standards for performance and operation of the Golf Course area of the facility. By adhering to these standards, as guidelines, our customers will benefit from our consistently high levels of quality in service, product, appearance, and attitude. These standards will allow us to stand out as professionals in our industry. However, these standards should serve as only a minimum so we, as individuals and as a team, should always strive to be leaders in our industry by going beyond what is the minimum.

GolfCourse Standards of Operation and Performance

Customer Recognition

Demonstrating good golf etiquette and remaining productive at the same time is an important facet of the duties of the Golf Course Maintenance Staff. While contact with customers may be at a distance, how considerate you are with every golfer while maintaining your level of productivity impacts their overall golfing experience and golf course maintenance's efficiency. Courteous actions show that we care that each golfer enjoys his or her game of golf at Washoe Golf Course. The following guidelines will help you achieve this standard of excellence:

- The Customer will be greeted by name or Sir or Mam if you don't know their name. Start by calling them by their surname (i.e. "Good morning Mr.---").
- Whether you are in a vehicle or on foot, come to a complete stop when you are in the golfer's line of vision and stand to the side before the ball ishit.
- While working on a green, be aware of approaching golfers and stand to the back of the green so as not to interfere with their shot. Turn off your engine while a golfer putts.
- When working hole-to-hole, never continue to disrupt the same golf group hole after hole; if permissible, work in a backward rotation or wave them through.
- Greet all golfers with a smile and friendly, caring attitude. Be willing to provide courteous answers to guest questions.
- Be aware of golfer's safety and advise them courteously when their safety may be threatened.
- Whenever possible, greet the customers and make it a point to call them by their name if you know it, such as "Good morning Mr. ... enjoy your game".
- Always demonstrate in the presence of customers our high standards for the golf course. If trash is floating around, pick it up. Drive your vehicle in the proper manner and place. Help fix customers' ball marks or divots if possible. Spot rake a sand trap for a customer if you are working in that area. Show enthusiasm for the work we do.
- If a customer files a complaint about the golf course with you, ensure that the problem will be taken care of immediately (if it can be solved by you), or that you will bring the problem to the attention of your supervisor who will take care of the complaint. Always thank them for informing you.
- The Golf Course Superintendent and all Course Maintenance Staff, who are in regularly contact with our customers, will remember the customer's comments and suggestions and pass them along to the appropriate supervisor.

Phone Etiquette

- Phones will be answered within 45 seconds.
- Every phone call will be answered by saying: "Good morning, Washoe Golf Course, Course Maintenance this is (your name). How may I help you?"
- During each phone conversation, the staff member will learn the caller's name and use it when ending the conversation by saying "Good bye, Mr. ... Have a good day."
- Phone calls are not to be "screened" to determine whom the caller is, unless specifically

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instructed by a certain supervisor and only for a specific situation orduration. Generally, all callers should be assumed to be customers or potential customers. Customers should not be given the impression that they are being screened. A staff member should take all calls, unless that staff member is alreadyon a call, engaged in a meeting, serving another customer, or out of the maintenance facility.

Attitude of Staff

Attitude is as much a part of the job as skill, knowledge, experience and procedure. The following is a set of expectations regarding an employee's attitude at Washoe Golf Club.

- Smile, regardless of your mood.
- Be pleasant (your voice should have a smile on it also).
- Be a "we" person be a team player and help out.
- Show enthusiasm.
- Don't procrastinate or wait for others to do the task at hand.
- Try to exceed expectations strive for A+.
- Fill idle time with productive effort you can always clean, polish, pick up or organize.
- Ask "How may I help?"
- Conserve and avoid unnecessary waste of product, natural resources, and effort (yours or that of others).
- Take pride.

Uniforms

- Approved uniforms will be worn at all times in view of the public.
- Uniforms must be clean and free from wrinkles.

Hiring Procedures

- All new hires will have their references checked prior to being hired.
- An interview is required for hiring any candidate.
- Each new hire will be given a complete tour, orientation, and introduction to key staffmembers.
- Each candidate will review the complete Job Description and Standards of Operation and Performance before being offered the job.
- All Golf Course Maintenance employees will be hired by the Golf Course Superintendent.
- All candidates will be required to complete a club approved Job Application with references.

Job Descriptions

• Complete Job Descriptions will be on file for each position and will indicate the essential job functions,

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qualifications, and responsibilities.

Hours, Scheduling and Staffing

- The Golf Course Superintendent will post employee schedules.
- Overtime will not be scheduled unless prior authorization is obtained.
- Weekly scheduled hours will be calculated and compared to the approved budget.
- The Golf Course Superintendent will schedule and staff for proper coverage forall hours of operation and make necessary adjustments for special functions and events.

Payroll

• The Golf Course Superintendent will be responsible for verifying the hours worked.

Image and Neatness

- Golf Course Superintendent will keep the Golf Course Superintendent's Office clean, neat, and organized. The desktop should be not have any cups, saucers, glasses, or plates visible at any time.
- At all times, the Golf Course Superintendent will present himself/herself as an executive of WGC.

Operation and Care of Equipment

- Before operating any piece of machinery, you must have been trained on it and gone through a safety checklist. It is a requirement of your job to operate yourmachinery in a safe and effective manner.
- You are responsible for any machine assigned to you. Willful abuse or being neglectful is grounds for termination. Report any problems with your equipment to the Mechanic or your immediate supervisor.
- Each piece of machinery is to be returned clean and the required service performed before storage.
- Report any damage to your supervisor or Mechanic. Do not attempt to fix a mechanical problem yourself. Anyone trying to hide equipment damage will be subject to disciplinary action.
- Always check oil and gas levels before driving any machinery. Make sure thecutting heights are
 adjusted properly by ensuring roller adjustment and blade to reel clearance cuts paper before going
 into the field.
- Be aware of the proper type of gas/oil mixture or gas/diesel fuel specification that each machine requires.
- Drive equipment on service roads, cart paths, or in roughs as much as possible when going from one area to another. Drive on fairways only when needed. Stay a permissible distance from greens and tees when working in those areas.
- If a piece of equipment is not performing up to the expectations required in the field because a reel is not cutting or is misadjusted, do not continue. Get the machine fixed.
- Hydraulic leaks of any kind are to be watched for at all times. Inspect your equipment for signs of potential leaks, especially before and after uses with green, tee, and fairway machinery. If a leak

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does occur, pull off the surface as soon as possible and shut off the machine. Notify the supervisor as soon as possible. Do not attempt to transport it in turf and equipment damage may result.

- Secure and hitch transport machinery properly and always drive at a safe speed.
- Never attempt to fix a blade or reel with the machine on.
- Report all safety problems to the mechanic or immediate supervisor as soon as possible.
- Treat the equipment as if it were your own at all times. It is your responsibility as an employee.

Equipment Repair and Maintenance

- All equipment will be maintained by a qualified mechanic, according to manufacturers' specifications and Superintendent's or Assistant Superintendent's expectations.
- Repairs are to be done in the most efficient manner possible.
- Detailed repair and maintenance records will be kept by the Mechanic for each piece of equipment.
- Only sharp and adjusted cutting units will perform in the field of operation.
- The Mechanic will supervise daily servicing of machinery and will inspect the cleanliness of all equipment before storage. He/she will report any incidents of maintenance personnel failing to service or clean machinery properly to the Superintendent.
- The Mechanic will not willfully permit any equipment out in the field that may have a potential safety problem until it is fixed.

Course Set Up

Personnel responsible for the course set-up not only will dictate how the customers will play the course that day, but will also be ensuring that its presentation will be along the lines of our high expectations. Green and tee sites are the most important areas on the golf course and are to be treated as high priority items at all times by the Golf Course Maintenance Staff from their presentation to their grooming and playability characteristics.

- All maintenance personnel are to keep their eyes open and be aware of anydamage to the golf
 course. The Superintendent and Assistant Superintendent will inspect the golf course daily, weather
 permitting, for any possible turf or irrigation problems. All staff is responsible for reporting any
 problems (including golfer complaints) to their immediate supervisor so that these may be solved on a
 prioritized basis.
- The Golf Shop will be informed immediately of any problem that may affect daily play.
- When setting cups:
 - Cup locations should playable and away from the existing position.
 - The position of the cup should be a flag pole from the collar.
 - The cup is to be set at the proper depth. The flag, pole and cup should all be in working order.
 - Ensure that the previous day's pin setting is repaired properly and that the repair plug is set level.

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- When setting tee markers, ensure that:
 - The markers are on the proper tee box (especially on Par 3's.)
 - The markers are perpendicular with the line of play, six-seven paces apart and at least two paces from the rear of the tee.
 - o Tee markers are moved to distribute wear on the tee evenly.
 - All tee divots are filled with proper seed mix at least twice per week.
 - All trash cans will be emptied daily and cleaned weekly.
 - o Ball washers will be checked daily for soap and water and should be operating properly or be replaced. All ball washers will have soap and water replenishedweekly.
- The putting green will have its cups changed twice weekly. Practice green areas will be changed weekly.
- All maintenance personnel will be responsible for making sure all directional signs and ropes that control cart traffic are moved as needed to prevent wear (thismay mean three times daily).

Greens Maintenance

- Greens will be maintained as smooth, firm, and consistent surfaces.
- Greens speeds will be maintained at an 8-11 foot stimpmeter readings for normal daily play.
- Mowing heights (1/8" to 5/32") will be determined based upon the time of year, climatic conditions, and specific events, but mainly to ensure overall turf health and bent/poa grass populations.
- Frequency of triplex mowing to be four-seven times weekly, based on climatic conditions.
- Triplex and walk mowers will be used periodically during cultural maintenance periods (i.e., aerification, topdressing, and verticutting) or during special event preparation.
- Greens will be mowed in different directions daily to prevent grain accumulation.
- Periodic verticutting and topdressing will be performed to reduce thatch and grain accumulations.
- Before mowing a green, all ball marks will be repaired. Any irregularities in the surface should be immediately reported and repaired (if possible). Greens keeper should inspect surface for any foreign objects that could damage a reel or bed knifes
- The Greens keeper will follow all safety and operational procedures that he/shehas been trained on when mowing greens. This includes: proper transportation, the unloading and loading of mowers, the mowing of the surface, and cleaning and service of the machine. Greens keepers shall be precise and efficient in their job duties. It is a goal of our maintenance staff to stay well ahead of morning play whenever possible and at the same time provide the highly aesthetic and playable surfaces that our reputation will be based on. Failure to follow any of these procedures may result in disciplinary action.
- Greens keepers shall notify their immediate supervisors of any problem areas on greens that they
 have noticed in their daily work regime.

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Tees Surfaces

Tees will be maintained at a cutting height of between 3/8" to 9/16" depending on environmental conditions and special events and will be cut in a different direction each time to prevent grain accumulation.

- Tees will be mowed with a triplex mower with a frequency of 1 to 2 times a week, depending on growth rate.
- Divots will be filled at least twice per week with a sand/bent grass mix.
- Periodic aerifying will be performed to reduce thatch and grain accumulation.
- Before mowing, all tee markers are to be removed and the surface inspected for any foreign objects that could damage a reel or bed knife.
- The Greens keeper will follow all safety and operational procedures that he/she has been trained on when mowing tees. This includes proper transportation, the unloading and loading of mowers, the mowing of the surface, and cleaning and service of the machine. Greens keepers shall be precise and efficient in their job duties. It is a goal of our maintenance staff to stay well ahead of morning play whenever possible and at the same time provide the highly aesthetic and playable surfaces that our reputation will be based on. Failure to follow any of these procedures may result in disciplinary action.
- Greens keepers shall notify their immediate supervisor of any problems encountered on any of the tee surfaces.

Collars

- Collars will be maintained at a cutting height of 3/8" to ½"
- Collars will be mowed 2 to 3 times per week, depending on growth rate.
- Any foreign objects will be removed manually prior to mowing.
- Collars will be cut in a different direction each time to prevent grain accumulation.
- All cultural practices performed on greens will also be performed on collars.
- The Greens keeper will follow all the safety and the proper operational procedures that he/she has been trained on when mowing collars. This includes proper transportation, the unloading and loading of mowers, the mowing of the surface, and cleaning and service of the machine. Greens keepers shall be precise and efficient in their job duties in order to provide a highly aesthetic and playable surface mowed in a reasonable time frame.

Aprons, Tee Banks and Bunker Edges

- Aprons, tee banks, and bunker edges will be maintained at a cutting height of 1" to 1 1/2", depending
 on climatic conditions and the grass variety (natural fescue areas will only be cut on a periodic basis
 based on growth rate, playability and aesthetics).
- Aprons, tee banks, and bunker edges will be mowed 2-3 times weekly with a triplex reel or rotary

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lightweight mower, depending on growth rate.

- Directional cuts will be posted daily and will follow a contour, checkerboard, or straight pattern.
- The operator will ensure that his/her area of cutting responsibility will be blended properly into the other manicured areas (tees, collars, approaches, fairways, intermediate rough, and rough) to maintain the playability and aesthetics of the golf course.
- The Greens keeper will follow all the safety and the proper operational procedures that he/she has been trained on when mowing aprons, tee banks and bunker edges. This includes; proper transportation, the unloading and loading of mowers, the mowing of the surface, and cleaning and service of the machine. Greens keepers shall be precise and efficient in their job duties in order to provide a highly aesthetic and playable surface- mowed in a reasonable time frame.

Fairways and Green Approaches

- Mowing height will be kept between 1/2" to 9/16", depending on environmental conditions, growth rate or special events.
- Fairways and approaches will be mowed at a: frequency of between 2 to 3 times weekly (including once on weekends), depending on growth rate.
- Fairways and approaches will be mowed with lightweight 5 to7-plex mowers. All narrow contour areas in the green approach areas will be mowed with a triplex or hand mower.
- There will be only four directions in which to cut a fairway or approach. These directions will be posted daily:
 - o Contour -- cut with the turns and bends of the fairway.
 - Straight -- cut in a straight line from tee to the center of the fairway.
 - o Left to right -- cut on a 45° angle from left to right.
 - Right to left -- cut on a 45° angle from right to left.
- The Greens keeper will follow all the safety and the proper operational procedures that he/she has been trained on when mowing fairways and green approaches.
 - This includes proper transportation, the unloading and loading of mowers, the mowing of the surface, and cleaning and service of the machine. Greens keepers shall be precise and efficient in their job duties by attempting to stay ahead of play and at the same time providing a highly aesthetic and playable surface.
- When cutting, make certain that you lift your reels for any exposed sprinklerheads or stones. Pick up any moveable objects such as stones, nuts, bolts, etc.

Rough Cutting

- Secondary roughs will be mowed weekly with rotary type mowers.
- Mowing heights will be from 1 1/2" to 2 1/2", based on climatic conditions and growth rate.
- The Greens keeper will take care in operation around trees so as to not damage the crowns in any

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manner and will also provide a crisp, clean edge around native grass areas.

- The Greens keeper will vary mowing patterns on a weekly basis based on direction from his/her immediate supervisor. Greens keeper will ensure that all cutting patterns will blend in properly with intermediate rough areas, greens aprons, tee banks, and bunker edges
- The Greens keeper will follow all the safety and the proper operational procedures that he/she has been trained on when mowing roughs. This includes proper transportation, the unloading and loading of mowers, the mowing of the surface, and cleaning and service of the machine. Greens keepers shall be precise and efficient and very productive on a daily basis while providing a highly aesthetic and playable surface.

Natural Roughs, Lakes, Creeks, and all other environmentally sensitive areas.

- These areas will be maintained in a manner that enhances their natural characteristics, while maintaining the playability and integrity of the golf course.
- All detail work that may include; mowing, weed eating, trimming, pruning, watering, or weed control, will be done under the direction of the Superintendent, Assistant Superintendent or appointed supervisor.
- All employees will be trained and knowledgeable of all environmental impactareas of the course
 including the state and federal laws that protect the water quality, as well as environmentally
 sensitive habitats. Greens keepers work regime will reflect and recognize these restraints, which must
 be abided by per our Environmental Impact Agreements with these agencies. If an employee is found
 not doing so, he/she faces termination.

Bunkers

- Bunkers will be spot raked daily.
- Greens Bunkers are raked full 2-3 times weekly, depending on play and climatic conditions.
- Fairway Bunkers are raked full 1-2 times weekly, depending on play and climatic conditions.
- Prior to raking, any debris, grass, leaves, or weeds are to be removed.
- Rake bunkers smoothly and carefully to maintain their firmness and playability.
- Sand is to be pulled up on the banks of bunkers at all times.
- Fill washouts and bare spots where needed and report areas needing major refilling of sand to the Supervisor. Minimum depths for sand are 2" on the banks and 4" in the level areas.
- Rakes are to be placed on the inside edge of the bunkers. Replace any damaged rakes.
- Bunkers will be edged. monthly
- At times the bunkers may require raking by a mechanical rake. Greens keepers are to ensure that the machine does not operate on the banks of the bunkers at any time. Any piles formulated by the machine will be dispersed properly and evenly in the bunker. Operation of the equipment will follow all safe operating procedures to include; transportation, preparation of the surface, cleanup, and service.

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Practice Area and Driving Range

- The Driving Range body will be mowed 1 to 2 times weekly, depending on climatic conditions, with a lightweight mower. Target Greens will be mowed 1 to 2 times weekly with a hand greens mower. Mowing patterns will vary based on the aesthetic presentation to the Clubhouse.
- The Practice Area, which includes the Chipping Green and Practice Bunker, willbe mowed 1 to 2 times weekly, based on climatic conditions.
- In maintaining these areas, the Greens keeper will follow all the proper and safeoperational procedures (including not mowing range balls) that he/she has been trained on when mowing the practice facility. This includes safe transportation from the area to another, mowing all surfaces properly, and cleaning and servicing the mowing units. The Greens keeper shall be precise, efficient and veryproductive on a daily basis while providing a highly aesthetic and playable surface.

Irrigation

- The golf course shall be watered to fit the needs of the turf grass and to e n h a n c e its playability by maintaining its surfaces as firm as possible.
- Daily water usage records will be maintained by the Superintendent.
- The irrigation system and pump station will be inspected daily by the Irrigation Foreman.
- All irrigation will be scheduled by the management team under the direction of the Superintendent. Hand watering that is needed during the day in certain areas of the golf course will be under the direction the Superintendent or Assistant Superintendent,
- Periodic maintenance will be done to the irrigation system in coordination with the Superintendent

Detail Work

Edging, weed eating, trimming, leaf removal, or any job duty needed to enhance the playability and
the aesthetics of the golf course will be done in a safe and efficient manner, based on training and
operational directives. These include proper transport of equipment, its efficient use, time
management of task at hand and cleanup, servicing, and storage of machinery.

Cultural Activities

- All cultural activities scheduled on the golf course (fertilization, weed control, disease control, insect control, aerification, verticutting, topdressing, and over seeding) will be determined by the Superintendent who will notify the Head GolfProfessional either during the planning of the annual golf calendar or well in advance, so as to not disrupt play.
- Aerification will be done in late spring and early fall on all turf surfaces of the golf course.
- Over seeding of fairways will coincide with aerification in the early fall.
- Any secondary aerification or over seeding will be done selectively as needed or determined by the Superintendent or Assistant Superintendent. The Golf Shop will be notified well in advance of these activities if they affect play.

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Greens will be top-dressed and verticut on an as-needed basis, to be determined by playability
and thatch control. The timing and frequency of these practices occurs typically 4 to 8 times
annually. Notification to the Golf Shop and the membership will take place prior to these
activities. These events will be scheduled as much as possible to not interrupt play.

Fertilizers and Chemical Applications

- Basic fertilizer schedules are to be established based on soil tests to maintain healthy turf and adjusted to meet environmental conditions and water quality standards.
- Chemicals will only be used as a last resort and only in a controlled supervised manner under the direction of the Superintendent and supervised by a licensedQualified Applicator of the state.
- All personnel responsible for fertilizer or pesticide applications on the golf coursewill at all times be aware of our environmentally sensitive areas, such as lakes and creeks; and the proper application in which fertilizer or pesticide applications must be made per any environmental regulations. Failure to comply with the proper operational standards may mean disciplinary action or termination.

Sand and Seed

• Sand and seed will be kept on-site to be used for reseeding and topdressing asneeded. Materials should be consistent with the high level of quality we are trying to achieve.

Grounds Buildings, Sheds and Storage Areas

- Everyone will cooperate in maintaining our maintenance facility, pump house, and restrooms in a neat and secured manner and free from graffiti.
- Buildings will be landscaped in such a manner as to remain shielded from general view and maintain a neat appearance.

Clean-up

• As a member of the Golf Course Maintenance Staff, you will be periodically assigned detail for the shop area that includes lunchroom, locker rooms, offices, storage areas, bathrooms, and clean-up areas. When assigned these duties it will be expected that floors will be swept or mopped daily. All trash will be emptieddaily. The restroom floors, sinks, mirrors, and toilets will be cleaned properly and any general straightening or organizing of anything else to improve the cleanliness of the area will be expected. Individuals assigned to clean up are not responsible for washing the plates of other employees or cleaning a mess from someone else's meals or breaks. Individuals must clean up after themselves.

Material Stockpiles

• Material stockpiles will be kept neatly separated in designated areas.

Fuel and Chemical Storage Shed

 Fuel and chemical storage will be kept secured and maintained to meet all federal, state, county, local, and Club requirements. Any major spills will be contained inthe proper fashion and cleaned

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- up, based on state and federal regulations. The proper authorities will be notified of such an event happening.
- A list of all hazardous chemicals in the work place, their SDS sheets and labels will be kept on file along with the golf course's environmental compliance program. These items will be also furnished to the local governing authorities.

Flowers and Shrubs

• Flowerbeds and plants will be maintained and periodically replaced to maintain blooming color and neat appearance.

Lighting and Signage

- Lighting will be maintained to provide nighttime and early morning safety in and around the maintenance building, entrance gate, and clubhouse structures.
- Signage will be maintained in good repair and kept clean and neat in the building areas and on the golf course.

Safety Procedures

- A comprehensive set of Safety Procedures shall be adhered to regarding equipment operation, handling of fertilizer and pesticides, and emergency response.
- Other procedures will be followed in accordance with OSHA safety programs.
- Monthly mandatory safety meetings will be administered by the Superintendent or Assistant Superintendent.

Training, Motivation and Development of Staff

- training meetings for all crew members will be conducted by the Superintendent or Assistant Superintendent.
- The Superintendent will also use these meetings to critique the golfcourse and the overall job done by the maintenance staff as well as to solicitfeedback from the crew in order to make the operation more efficient and goal oriented.

Grounds Crew Supervision

- Whenever workers are scheduled, at least one of the following supervisors will be on-site supervising the golf course and grounds
 - Superintendent
 - Assistant Superintendent
 - Mechanic

Scheduling, Hours and Staffing

Staffing shall be set by the Management Staff so as to maintain established golf course condition

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standards and not to exceed the established monthly budget unless approved by the Club.

- No overtime work is allowed without prior approval.
- All staff is required to call in before their established work start time to report an illness or tardiness.
- All staff is required to call in prior to coming to work in cases of extreme inclement weather.
- Staff is to give at least a one-week notice to the Superintendent prior to any medical appointments.

Knowledge and Experience of Personnel

- The Superintendent will have prior experience as a Superintendent and a degree in Agronomy or related field. He/she shall be a Certified Golf Course Superintendent by the GCSAA and hold at a minimum a Qualified ApplicatorsLicense from the state.
- The Assistant Superintendent will be experienced and capable in course care and maintenance. He/she should be qualified to act as the Superintendent in the event of an emergency.
- The Mechanic will be skilled and qualified to repair and operate all golf course equipment.
- The Irrigation Foreman shall be knowledgeable in the maintenance, installation, and repair of all
 irrigation components found on the golf course. He/she should be experienced in all facets of
 equipment operation and maintenance projects. He/she should have an ability to supervise crew
 personnel.
- Greens keepers will be competent, reliable, and diligent in their assigned tasks.

Industry Knowledge and Current Trends and Developments

- The Superintendent, Assistant Superintendent, Irrigation Specialist, and Mechanic and other key staff
 members will attend continuing educational meetings to keepupdated on current industry
 knowledge.
- The Superintendent and Assistant Superintendent should attempt to play the golf course weekly to get the player perspective of the condition of the golf course.
- Trade literature will be available to all employees to improve their knowledge.

Licenses and Permits

- Licenses and Permits will be kept current and filed by the Superintendent.
- An annual Golf Course Operations Plan will be prepared and presented to Washoe County. The plan
 will include a Golf Course Maintenance Plan, a Golf Course Improvement Plan and a Golf Course
 Marketing/Business Plan.

Exhibit D Compensation

- 1. Contractor shall pay to County semi-annual lump sum payments of \$25,000 (thereby totaling \$50,000 per year) payable on January 1 and July 1 of each year of the contract or prorated portion thereof. Contractor shall deposit into the Capital Improvement Fund an additional \$25,000 per quarter to be transferred within 15 days of the end of each calendar quarter and to be used according to the Agreement for improvements to the Golf Course and facilities. CIP payments shall be prorated for periods less than one quarter. Payments made to the County after January 1, 2021 under the previous contract between the parties (2016) as Golf Percentage Fees and CIP payments shall be credited to the Contractor toward the payments described above.
- 2. The Capital Improvement Fund (CIP) fees collected as specified shall be collected or received solely on behalf of the County and shall be held by the Contractor in a fiduciary capacity, and Contractor shall not make any personal or other use of same.
- 3. CIP Fund Budget and Expenditures. Contractor will prepare an annual capital improvement program and budget ("CIP Budget") for major capital improvements, equipment, refurbishment and enhancements for the Golf Course based on the estimated life of capital improvements and costs of replacement, repair or refurbishment. Expenditures from the CIP Fund may be made only for capital improvement projects or equipment approved by County. The CIP Budget shall capture a 5-year look ahead and be submitted annually to the County for its approval by December 1 for the following year's CIP. The County shall not unreasonably withhold or delay its approval.
- 4. Should the County need to make repairs to the items listed in section 7.1 of the Agreement, the County may utilize funding from the CIP budget upon agreement between Contractor and County.
 - 4.1 Lease of maintenance equipment to be utilized by the Contractor is pursuant to the terms of this Agreement. Lease costs will be based on the current depreciation due from the Golf Fund to Washoe County of \$3,758.00 per year for the years 2021, 2022 and 2023 after which time no further lease payments are due because the equipment is fully depreciated. Not all pieces of equipment have a depreciation cost; however, the current cost is an acceptable overall lease cost to Washoe County for the use of the equipment.
 - 4.2 Leased equipment consists of the following:

2001 TORO 3050; Hours 3609.8; Greens mower 2001 TORO 3050; Hours 4795.4; Tee mower

1997 TORO 3050; Hours 3418.9; Greens mower

Dual Express Bedknife grider

Dual Express Reel Grinder

John Deere Progator 2020A w/sprayer