



BALDWIN COUNTY CALLED MEETING

Thursday, November 13, 2025

Government Building, Suite 210, 1601 N Columbia St

11:00 AM

AGENDA

CALL TO ORDER

EXECUTIVE SESSION

1. Executive session to discuss litigation.

ADMINISTRATIVE / FISCAL MATTERS

- [2.](#) Resolution R-2025-83 - authorize an Intergovernmental Agreement with the Ocmulgee Drug Task Force and Middle Georgia Gang Task Force for Baldwin County's participation in the program for 2026. - County Manager.
3. Budget Discussion.
- [4.](#) Resolution R-2025-84 - accept bid and authorize an agreement with Trackman, Inc. for a virtual driving range at Little Fishing Creek Golf Course - County Manager.

ADJOURNMENT

RESOLUTION R-2025-83**A RESOLUTION TO AUTHORIZE AN INTERGOVERNMENTAL AGREEMENT WITH THE OCMULGEE DRUG TASK FORCE/MIDDLE GEORGIA GANG TASK FORCE FOR PROGRAM PARTICIPATION**

WHEREAS, the Baldwin County Board of desire to continue participation with the Ocmulgee Drug Task Force and the Middle Georgia Gang Task Force along 10 other governmental entities in the Ocmulgee District; and,

WHEREAS, the entities of the intergovernmental agreement are dedicated to this collaborative crime control initiative; and,

WHEREAS, this intergovernmental agreement shall become valid upon the effective date of the Byrne-JAG funding in 2026 and shall be active through the end of the grant period; and,

WHEREAS, at the expiration of the grant period, the entities shall re-examine the extent and need of this agreement and the roles of its participants and can be amended, revised or otherwise renewed upon the agreement of the entities; and,

WHEREAS, the Ocmulgee Drug Task Force/Middle Georgia Gang Task Force Intergovernmental Agreement is hereby attached and by reference duly incorporated and made a binding part of this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Baldwin County Board of Commissioners, and it is hereby resolved by the authority of the same, that:

1. **Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. **Authorization a Customer Agreement.** The Board of Commissioners hereby approves the attached Intergovernmental Agreement with the Ocmulgee Drug Task Force/Middle Georgia Gang Task Force.
3. **Authorization of Chairman.** The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary reasonably required to carry out, give effect to, and consummate the amendment to the agreement with the Ocmulgee Drug Task Force/Middle Georgia Gang Task Force.
4. **Severability.** In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
5. **Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
6. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 13th day of November, 2025.

BALDWIN COUNTY, GEORGIA

Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk
Baldwin County Georgia

**Ocmulgee Drug Task Force/Middle Georgia Gang Task Force
Intergovernmental Agreement**

NOW BE IT KNOWN, the entities of this intergovernmental agreement are dedicated to this collaborative crime control initiative and are committed to the particulars of the agreement.

This intergovernmental agreement shall become valid upon the effective date of Byrne-JAG funding in 2026 and shall be active through the end of the grant period. At the expiration of the grant period, the entities shall re-examine the extent and need of this agreement and the roles of its participants. This Intergovernmental Agreement can be amended, revised, or otherwise renewed upon the agreement of the entities.

Baldwin County Sheriff's Office	District Attorney of the Ocmulgee Judicial Circuit
Washington County Sheriff's Office	District Attorney of the Middle Judicial Circuit
Twiggs County Sheriff's Office	Wilkinson County Sheriff's Office
Hancock County Sheriff's Office	Georgia Bureau of Investigation
City of Gordon Police Department	City of McIntyre Police Department
Jefferson County Sheriff's Office	

The entities identified above enter into this intergovernmental agreement pursuant to the following particulars.

WHEREAS, the ODTF/MGGTF entities seek to rid their communities of illicit drug, gang, and other criminal activity by aggressively enforcing the laws of the State of Georgia through the arrest and prosecution of criminal actors and,

WHEREAS, the entities agree that a collaborative effort is key to reducing drug use, sales, trafficking, gang violence, and other criminal activity in the State of Georgia through the parameters of this mutual aid agreement as authorized under O.C.G.A. § 36-69-1 et seq. and,

WHEREAS, the entities seek funding through the Edward Byrne Memorial Justice Assistance

Grant Program (hereinafter referred to as "Byrne-JAG") in order to further this collaborative effort and,

A. ASSIGNMENT OF PERSONNEL

1. The entities assign personnel to the ODTF/MGGTF as follows:

- a.) Georgia Bureau of Investigation assigns 1 Assistant Special Agent in Charge
- b.) Baldwin County Sheriff's Office assigns 1 deputy (& maybe a second one if awarded)
- c.) Baldwin County Board of Directors assigns 1 Grant Coordinator,
- d.) Washington County Sheriff's Office assigns 1 deputy,
- e.) Twiggs County Sheriff's Office assigns 0 deputies
- f.) Wilkinson County Sheriff's Office 0 deputies
- g.) Hancock County Sheriff's Office 0 deputies
- h.) Gordon Police Department 0 officers
- i.) McIntyre Police Department 0 officers
- j.) Jefferson County Sheriff's Office 0 officers
- k.) Ocmulgee Judicial District Attorney's Office assigns a prosecutor to the county where the offense took place.
- l.) Middle Judicial District Attorney's Office assigns a prosecutor to the county where the offense took place.

2. Nothing herein is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the entities hereto or as constituting one of the individuals as the agent, representative, or employee of another entity for any purpose or in any manner whatsoever, whether deputized or not, except as specifically stated otherwise in this intergovernmental agreement. Personnel assigned to the ODTF/MGGTF by one of the entities shall not be considered temporary or permanent employees, volunteers, or agents of the ODTF/MGGTF or of any other entities for any purpose whatsoever, including liability, or be entitled to or any rights or benefits of another entity, whether deputized or not by such other entity.

3. The entities acknowledge their individual and sole responsibility to provide all applicable salary compensation and fringe benefits to their employees assigned to the ODTF/MGGTF.
4. Except as otherwise provided herein, each entity shall, at the entity's sole cost and expense, provide its personnel with any necessary vehicles, vehicle insurance, radios, and law enforcement equipment necessary to perform hereunder. The ODTF/MGGTF Operating Committee must approve any exceptions in which ODTF/MGGTF asset forfeiture funds would be used to purchase said equipment.
5. If deputized by one or more sheriffs participating in the agreement, the employees and agents of responding entities shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the jurisdiction where they are officially employed whenever performing authorized tasks according to this intergovernmental agreement.

B. FINANCIAL ARRANGEMENTS AND USE OF BYRNE JAG GRANT FUNDS

Each county governing authority and municipal corporation agrees to the following with regard to expenses associated with personnel assigned to the ODTF/MGGTF:

1. The governing authority of the Baldwin County Board of Commissioners (hereinafter "Fiscal Agent") will serve as the applicant, recipient, and fiscal agent of Byrne-JAG funding on behalf of the participating county governing authorities and municipal corporations.
2. As the recipient of Byrne-JAG funding, the Fiscal Agent will establish and maintain an adequate accounting system and financial records and accurately account for grant funds. An adequate accounting system must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for each grant award.
3. Each participating county governing authority or municipal corporation will fund the initial costs of the detached personnel listed in Section A of this intergovernmental agreement. Any other initial costs to be borne by individual entities shall be as follows:

Agents or Staff Personnel from Baldwin County Sheriff's Office and Washington County Sheriff's Office will be reimbursed 100% of the Salaries of the detached personnel. Vehicles,

vehicle fuel and maintenance, equipment, and related expenses will be provided by ODTF/MGGTF as provided by the 2026 Byrne-Jag Grant.

GBI staff, including supervisors, agents, and the Investigative Assistant, are paid by the GBI. The Judicial Circuits do not receive any funding from the DTF.

4. On a calendar quarterly basis, each participating county governing authority or Municipal Corporation shall invoice the ODTF/MGGTF to reimburse the personnel costs paid for by the sponsoring entity. Said invoice shall be sent to ODTF/MGGTF no later than three (3) business days following the end of each calendar quarter and shall be accompanied by all supporting documentation, including, but not limited to, payroll system reports, invoices, and other relevant documentation.
5. On behalf of the ODTF/MGGTF, the Fiscal Agent will submit for and accept quarterly reimbursement payments for personnel costs paid by participating entities.
6. The Fiscal Agent will receive and deposit the quarterly reimbursements into the Fiscal Agent's checking account.
7. Said funds will be paid by the Fiscal Agent through the ODTF/MGGTF to each participating county governing authority or Municipal Corporation to reimburse personnel costs appropriately invoiced as referenced under paragraph 3 of this section within ten (10) business days of receipt of quarterly reimbursement.
8. Each entity swears, affirms, and agrees ONLY to seek reimbursement for uses permitted under the 2026 Edward Byrne Memorial Justice Assistance Grant Program.
9. As the DTF is not a separate legal entity, no property, equipment, or vehicles shall be titled in the name of the ODTF/MGGTF. All property purchased with local funds appropriated by the county governing authority or Municipal Corporation on behalf of ODTF/MGGTF shall be titled in the name of the local governing authority who has financial interest in such property. The use of such property shall be consistent with the requirements of this intergovernmental agreement.
10. The Fiscal Agent shall obtain and maintain required insurance documentation from each county governing authority or Municipal Corporation.
11. The records, accounts, documents, etc., of the Fiscal Agent relating to the

ODTF/MGGTF shall be open for inspection or audit by all entities of this agreement with reasonable notice during regular business hours. As requested, the Fiscal Agent shall provide reports to the ODTF/MGGTF Operating Committee.

12. Once an assignment has been made to the ODTF/MGGTF, the task force will provide the agent with the necessary equipment (e.g., vehicle, radio, and law enforcement equipment) as funds are available. If fiscal conditions deteriorate to the extent that this becomes an undue burden on the task force, the Operating Committee could opt to require the participating agencies to fund this expense.

C. ODTF/MGGTF OPERATING COMMITTEE

1. The ODTF/MGGTF shall be administered by the ODTF/MGGTF Operating Committee. Each participating sheriff and/or chief of police who has a detachment and/or is in the process of detaching an agent shall serve as a member of the committee. The committee will select a chairman from its participating law enforcement agencies to conduct meetings. The members of the committee may also select other officers as deemed appropriate. Per CJCC, all governing District Attorneys shall also be members of the committee.
2. The committee shall meet at least quarterly. A quorum shall be established by the committee, and official votes may be taken whenever the established quorum is present at the time of the vote. A vote shall be settled whenever a simple majority is reached. Written minutes of all official actions of the committee must be taken and retained.
3. The committee shall adopt policies and procedures to ensure that the work of the ODTF/MGGTF and all agents comply with applicable law and generally accepted law enforcement operational and management practices. Procedures prescribing how entities request services from the ODTF/MGGTF, and the person employed by the requesting law enforcement agency who is duly authorized to request such services shall be determined under ODTF/MGGTF policy.
4. ODTF/MGGTF operations will be supported through the use of Byrne-JAG funding, appropriations from local governing authorities and the State of Georgia, funding acquired through the Federal Equitable Sharing Program, funding acquired by participating law enforcement entities through the Georgia Uniform Civil Forfeiture Procedure Act and from other sources as authorized under State and Federal law. Upon the seizure and condemnation of property or funds seized through ODTF/MGGTF

activities in cooperation with law enforcement agencies not operating exclusively under the policies and procedures of the ODTF/MGGTF, the Chairman of the Operating Committee with the consent of the committee shall settle distribution matters of the forfeited assets with the agencies in accordance with State and/or Federal law.

5. The committee shall approve or amend the ODTF/MGGTF's annual operating budget as necessary. Within the fiscal limits of said budget, the committee may authorize expenditures for acquiring equipment, supplies, goods, services, or other commodities necessary for ODTF/MGGTF operation. Any such purchases with funds appropriated by county governing authorities or municipal corporations shall be titled in the name of the local entity responsible for the purpose of such property. The entities may enter into amendments to this intergovernmental agreement or separate agreements regarding the use of such property.
6. It is hereby agreed that cash revenues received as a result of condemnations initiated by the ODTF/MGGTF shall be disbursed as follows:
 - a. The ODTF/MGGTF shall retain 100% of all cash revenue from forfeitures initiated by the task force until the State Asset Forfeiture account reaches a balance of \$350,000. Once the account reaches this amount, the following is agreed upon:
 - i. 75% of revenues generated from cases initiated by the task force will be returned to the task force regardless of the jurisdiction within which the confiscation(s) is/are made. It is agreed that 15% of revenues from cases initiated by the task force will be returned to the member agency(s) within the jurisdiction of the investigation.
 - ii. It is also agreed in those cases/investigations initiated by member agencies but in which the task force participates, 50% of revenues generated will be returned to the participating member agency(s) according to the role each played and a maximum of 50% will be returned to the task force. The specific divisions will be decided on a case-by-case basis by the Chief/Sheriff of the participating member agency and the Special Agent in Charge of ODTF/MGGTF.
 - iii. The division of revenues as indicated above shall be effective after all costs (i.e., District Attorney's 10% fee, filing fees, advertising, court cost, administrative cost, etc.) associated with processing the forfeiture has been paid.

- b. In cases where members of the Ocmulgee Drug Task Force participate in a federal investigation, they are authorized to apply for Federal Equitable Sharing. According to new guidelines issued by the Department of Justice, the Ocmulgee Drug Task Force will utilize the Baldwin County Sheriff's Office as their Fiduciary Agency for Federal Equitable Sharing. Any monies filed on and/or awarded will be deposited in the Baldwin County Sheriff's Office Federal Asset Forfeiture Account.
- c. The grant administrator will keep a quarterly account of all state forfeited funds. In accordance with the State of Georgia's Title 9 Civil Forfeiture Procedure, all forfeitures transferred to the ODTF/MGGTF must be passed through the governing authority of the jurisdiction of the original seizure. In order to comply with the State of Georgia's Title 9 Civil Forfeiture Procedure, the ODTF/MGGTF will provide forfeiture documentation to each member as governing authority for accounting purposes only. ODTF/MGGTF forfeitures will be reported annually to the Carl Vinson Institute of Government through the Prosecuting Attorney Council (PAC) documentation system. All retained funds and property forfeited to the ODTF/MGGTF will be utilized to continue the task force project as stipulated by the CJCC and federal guidelines. The proceeds from the sale of property that has been retained and used by the ODTF/MGGTF shall be retained by the ODTF/MGGTF. All forfeited vehicles retained by the ODTF/MGGTF will be appropriately titled and insured by Baldwin County. Once said vehicles are disposed of by way of sale or auction, the ODTF/MGGTF shall retain the proceeds.
- d. The Georgia Bureau of Investigation is not eligible for forfeiture proceeds resulting from state seizures, and therefore, personnel assigned to the task force by the GBI will not be utilized in this formula. The GBI will participate in the federal asset forfeiture program regarding those cases or seizures that are prosecuted in U.S. District Court. The GBI's participation will be determined by the U.S. Attorney's Office.

D. INSURANCE AND LIABILITY

- 1. Each county governing authority or Municipal Corporation shall acquire and maintain a liability policy and/or law enforcement insurance covering the activities of its sheriff's office or police department personnel participating in the ODTF/MGGTF. This insurance policy shall defend and indemnify the county governing authority or municipal corporation

and all its assigned law enforcement personnel assigned to the ODTF/MGGTF. The policy must also defend and indemnify the elected officials, officers, agents, volunteers, and employees for any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney fees, arising directly or indirectly from any act or omission of their officials, officers, employees, agents and/or volunteers.

2. Unless otherwise expressly agreed, each county governing authority or municipal corporation shall not be required to provide or maintain a policy of liability and/or law enforcement insurance covering the employees, agents, and volunteers of the other participating law enforcement agencies operating under ODTF/MGGTF policies even where one or more sheriffs deputize assigned officers.
3. Each party to this agreement expressly declines responsibility for the acts or omissions of another party and/or its elected officials, officers, agents, volunteers, and employees, whether deputized or otherwise. The parties to this agreement are not liable for the acts or omissions of another party to this agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties and/or its elected officials, officers, agents, volunteers, and employees.
4. Nothing in this agreement shall constitute a waiver of any available immunities or defenses, and the limits of liability under any property and casualty insurance policy for some or all parties may not be added together to determine the maximum amount of liability for any party.
5. Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Jurisdiction for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.
6. Any excess or uninsured liability shall be borne proportionately by the county governing authority or Municipal Corporation in accordance with their law enforcement entity's role in the events leading to such liability. This does not include the liability of any individual officer, employee, or volunteer that arises from his or her own malfeasance, willful neglect of duty, or bad faith.
7. Each county governing authority or municipal corporation shall be responsible for providing insurance coverage for injuries or death to its personnel. Each local governing authority will maintain workers' compensation insurance or self-insurance coverage,

covering personnel assigned by its law enforcement entity while they are assigned to the ODTF/MGGTF or are otherwise participating in or assisting with ODTF/MGGTF operations or activities. Each local governing authority waives the right to and agrees that it will not bring any claim or suit against any other local governing authority for any workers' compensation benefits paid to its own employee or dependents that arise out of participation in or assistance with ODTF/MGGTF operations or activities, even if the injuries were caused wholly or partially by the negligence of any other local governing authority or officers, employees, or volunteers assigned by its participating law enforcement entity.

8. Each local governing authority shall be responsible for damages to or loss of its own equipment. Each waives the right to and agrees that it will not bring any claim or suit against any other local governing authority for damages to or loss of its equipment arising out of participation in or assistance with ODTF/MGGTF operations or activities, even if the damages or losses were caused wholly or partially by the negligence of any other local governing authority or officers, employees, or volunteers assigned to the ODTF/MGGTF by its law enforcement entity.
9. All insurance policies and certificates required under this agreement shall be submitted to the Fiscal Agent within 30 days of signature of this intergovernmental agreement. Such policies and certificates shall be open to inspection by any county governing authority or municipal corporation, and copies of the policies or certificates shall be submitted to entities in this agreement upon written request.

E. COOPERATION OF JURISDICTIONS

1. The sheriffs, county governing authorities, and municipal corporations shall cooperate and use their best efforts to ensure that the various provisions of the agreement are fulfilled. All entities of this agreement will act in good faith to resolve any disputes in an equitable and timely manner and in accordance with the provisions of this Agreement and applicable law.

F. MISCELLANEOUS

1. Should a court of competent jurisdiction rule any portion, section, or subsection of this intergovernmental agreement to be invalid or nullified, that fact shall not affect or invalidate

any other portion, section, or subsection, and all remaining portions, sections, or subsections shall remain in full force and effect.

2. All entities of this agreement agree that the undersigned official is authorized by the governing bodies of each participating jurisdiction to sign this agreement. By affixing his or her signature to the agreement on behalf of a jurisdiction, the signing official indicates to the other jurisdictions that the signing individual has already secured if required, the ordinance or resolution manifesting prior approval from the governing body of his or her jurisdiction.
3. This agreement may be executed simultaneously with two or more counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties hereto so long as each party executes at least one counterpart. One originally signed copy of each counterpart shall be forwarded to and permanently maintained on file with the governing authority serving as the Fiscal Agent of the Byrne-JAG Grant funding.
4. All operational and management policies will be established and approved by a majority vote of the Operating. The Operating Committee will meet no less than once a quarter and record and maintain written minutes for all their meetings. The Executive Committee consists of the chairman and two sheriffs. The Control Board members vote on all members of the Executive Committee. The Executive Committee oversees and implements decisions for task force personnel issues and any large financial expenditures.
5. Standard Operating Procedures/Directives governing activities of the Task Force will be adopted as a part of this MOU and will mirror those of the Georgia Bureau of Investigation. In certain instances, GBI directives/SOP may be non-applicable or not readily adaptable to task force operations. In instances where GBI directives/SOP is inconsistent with the operational necessity of the Task Force, Task Force Directives may be substituted with the approval of the ODTF/MGGTF Operating Committee member and a majority vote of the Operating Committee.
6. By-laws governing general operational guidelines for the Ocmulgee Drug Task Force/Middle Georgia Gang Task Force will be adopted and agreed to as part of this MOU. The by-laws will include, at minimum: (Attachment A)

- a) A statement of purpose.
- b) The identification of member agencies.

- c) Purpose, function, and makeup of the Control Group/Board.
- d) Identification, selection, and duties of the Commander and Deputy Commander(s).
- e) A set of procedures governing the selection, training, and drug testing of Task Force personnel.
- f) Identify the area of operation and responsibility.
- g) A procedure to identify, select, and prioritize investigative targets.

7. Adoption of Directives/Policies for Task Force Operations. All personnel assigned to the Task Force will meet or exceed the minimum qualifications established by the Georgia Bureau of Investigation and the Criminal Justice Coordinating Council. Qualifications for Task Force personnel, specifically Task Force Commander, Assistant Commander, Task Force Agents, and Administrative Assistants, are described in Attachment A. Personnel seeking assignment to the Task Force will be disqualified for the following:

- a) Failure of a GBI-administered polygraph examination.
- b) Prior convictions for felonies and/or misdemeanors of a high and aggravated nature.
- c) Use of any illegal drug or combination of illicit drugs, other than marijuana or illegal non-prescription anabolic steroids use, within ten years.
- d) Use, purchase, or possession of marijuana or non-prescription anabolic steroids within one year.
- e) Any pattern of drug use, including marijuana and non-prescription anabolic steroids, that suggests unrehabilitated substance abuse.
- f) Failure of a drug screening.
- g) Failure to meet certain financial obligations determined by a GBI background investigation.

- h) Certain derogatory information developed as a result of a GBI background investigation.
8. All Task Force personnel will attend appropriate training sessions offered at the Public Safety Training Center and at other locations deemed appropriate by the Task Force Commander and/or the Operating Committee unless exempted by the Commander based on an assessment of past experience.
 9. Participating local agencies hereby agree that personnel assigned to the ODTF/MGGTF by their agencies as Task Force Agents will be committed to the ODTF/MGGTF unit for no less than three years unless released as a result of disciplinary action or at the joint agreement between the ODTF/MGGTF Commander and the affected Operating Committee member.
 10. The Task Force will coordinate its enforcement efforts with local law enforcement agencies, all District Attorneys from the affected regions, authorized state law enforcement agencies, and federal law enforcement agencies.
 11. The Task Force Commander will ensure that Task Force personnel have been sworn in by the GBI Director as GBI Task Force Agents for the State of Georgia prior to initiating any law enforcement efforts outside of their home agency territory, excluding any personnel detached from the Department of Public Safety or other State Agencies. Parent agencies will provide full liability insurance coverage for each Task Force Agent. Said Liability insurance coverage will ensure that when conducting law enforcement activities outside the jurisdictional boundaries of their employing agencies, Agents are covered through an active policy within their parent agency. This liability insurance shall be the responsibility of the parent agency providing enforcement authority to the individual Task Force Agents.
 12. Task Force personnel will comply with the drug testing policies of the parent agencies, in addition to random drug testing provided by the task force.
 13. It is recognized that investigative actions will be carried out by assigned local task force agents in areas located outside the participating Operating Committee members' jurisdiction. When operating outside of their respective jurisdictions. Task force agents will do so only with the knowledge and consent of the task force commander.
 14. The Task Force Control Board agrees to abide by the particulars set forth in the Ocmulgee Drug Task Force/Middle Georgia Gang Task Force By-Laws. (Attachment A)

15. This Intergovernmental and Interagency Agreement commences January 1, 2026, and will continue until the Task Force is deemed non-viable by the stipulations of this agreement. This agreement creates a State and Local Multi-Jurisdictional Drug Task Force. The Georgia Bureau of Investigation agrees to participate as outlined above until the task force is dissolved by a unanimous vote of participating local agencies or the task force is no longer viable. The task force will be considered viable as long as no less than two local agencies participate by assigning at least one full-time agent. Should the task force be dissolved, all grant-purchased task force assets will be equally divided among current participating agencies utilizing the same division formula outlined in section 4-C (distribution of excess forfeited funds). The remaining cash forfeiture balances will be distributed in the same manner. **Agencies that withdraw from task force participation while the task force remains viable relinquish all claims and rights to task force assets.** Property purchased by the GBI for task force use will remain the property of the GBI.
16. This agreement has been considered, voted on, adopted, and approved by the following Control Board members and Governmental Authorities, which also agree that it is subject to revision as deemed appropriate by the Control Board and the Georgia Bureau of Investigation.
17. IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative to each party as provided herein as of the day and year written below.

Signature pages are attached.

Ocmulgee Drug Task Force**BY-LAWS**
(State of Georgia Calendar Year 2026)**THE ORGANIZATION****SECTION 1 - PURPOSE OF THE DRUG TASK FORCE**

The purpose of the Ocmulgee Drug Task Force shall be:

- A. To identify, investigate, and prosecute persons and organizations that are committing drug trafficking crimes anywhere within the jurisdictions of the member agencies and the State of Georgia.
- B. To provide a central location for the collection and dissemination of information regarding drug trafficking activities in Baldwin, Washington, Jefferson, Wilkinson, Twiggs, and Hancock Counties, Georgia, and particularly within or affecting the jurisdictions of the member agencies.
- C. To reduce problems and complications associated with investigating and prosecuting drug-related crimes that cross jurisdictional lines.
- D. To have and provide a well-trained workforce sufficient in number of personnel to investigate, as a single unit, a major drug trafficking operation or to conduct several smaller investigations simultaneously.
- E. To establish and maintain a workforce properly equipped and experienced in criminal investigations by identifying individuals and organizations that are engaged in the various levels and types of drug-related crimes within the Task Force area of responsibility.
- F. To provide essential and specialized training and experience to the personnel assigned to the Task Force.
- G. To provide a mechanism for member agencies to exchange ideas, tactics, and practices regarding drug enforcement and related violent crimes.
- H. To provide a source of equipment and technical capabilities not otherwise readily available to the individual member agencies.

- I. To aggressively address drug-related violent crimes within the established boundaries of the Task Force.

SECTION 2 - MEMBER AGENCIES

The participating and member agencies of the Ocmulgee Drug Task Force shall consist of the following agencies, which agree to participate and do participate by contributing personnel, equipment, and/or funds, according to requirements that shall be established from time to time by the ODTF/MGGTF Control Board:

1. Baldwin County Sheriff's Office
2. Washington County Sheriff's Office
3. Wilkinson County Sheriff's Office
4. Twiggs County Sheriff's Office
5. Hancock County Sheriff's Office
6. McIntyre Police Department
7. Gordon Police Department
8. Middle Judicial Circuit District Attorney's Office
9. Ocmulgee Judicial Circuit District Attorney's Office
10. Georgia Bureau of Investigation
11. Jefferson County Sheriff's Office

Other law enforcement agencies with enforcement responsibilities or jurisdiction within the defined territory of the ODTF/MGGTF unit may later be approved by the ODTF/MGGTF Control Board as participating and member agencies.

Participating agencies are defined as those having full-time or part-time and/or actively looking to detach personnel to the task force. Participating agency heads who currently have or are actively looking to detach someone to the ODTF/MGGTF will serve as control Board members.

Non-participating agencies - The Control Board shall have the authority to grant law enforcement agency heads within the area of operations the right to participate as non-voting members of the Control Board. Non-voting members may only serve in an advisory capacity to the Control Board and shall have no voting privileges in matters before the Board. Non-participating agencies are defined as those agencies that do not have personnel assigned to the task force.

Agencies seeking to participate as member agencies of the ODTF/MGGTF must accept and agree to all stipulations outlined in the Memorandum of Understanding governing the ODTF/MGGTF creation. In addition, agencies seeking to participate must have the majority support of the existing control Board via a formalized vote. New member agencies will be accepted on probationary status for a period of twelve months, during which they may be

removed as members with a majority vote of the Control Board. Probationary members shall not have voting privileges or eligibility for forfeiture disbursements. Probationary members will be considered full member agencies to include voting rights and consideration for forfeiture disbursements after a period of one year.

SECTION 3 - CONTROL BOARD

The ODTF/MGGTF shall have a Control Board, which functions as an active advisory Board and shall consist of the heads of the member agencies or their designees.

SECTION 4 - PURPOSE OF THE CONTROL BOARD

The purpose of the Control Board shall be:

- A. To act as a governing body for the purpose of oversight and policy-setting for the ODTF/MGGTF, operating with financial assistance as available from the Governor's Criminal Justice Coordinating Council. By a 2/3 majority, the Control Board shall approve the ODTF/MGGTF's Standard Operating Procedures (SOP), assuming that the SOP does not seriously conflict with the operating procedures of member agencies.
- B. To provide a forum to discuss common problems and opportunities experienced by ODTF/MGGTF member agencies and their personnel.
- C. Provide direction to the Task Force Commander regarding drug enforcement needs and priorities within their representative communities and the State of Georgia.

SECTION 5 - CONTROL BOARD MEMBERSHIP

- A. The ODTF/MGGTF Control Board shall consist of the culmination of each participating agency's executive officer or designee. Its membership shall include each participating District Attorney, Sheriff, and Chief of Police. In addition, the Director of the Georgia Bureau of Investigation or his/her designee of the rank of, but not less than Inspector, will serve as a Control Board Member. Control Board Members shall remain as long as they have and/or are actively looking to detach assigned personnel to the ODTF/MGGTF unit. In addition, by a majority vote, the Control Board may allow other law enforcement executives to become members of the ODTF/MGGTF Control Board. Non-participating agency Control Board Members may, by a majority vote, be removed as Control Board Members.
- B. A Control Board member may be terminated after having missed three consecutive meetings without sending an alternate or an acceptable explanation, written and submitted to the Chairperson of the Control Board for approval. The agency represented by the terminated member will be asked to designate a new

representative. If a new representative is not appointed within three months, the agency may be removed from the Task Force project with a 2/3 majority vote of the Control Board.

- C. Control Board members who do not comply with the intent of the MOU or By-Laws governing the ODTF/MGGTF are subject to removal from the task force with a 2/3 majority vote from the remaining Board members. Members will not be removed without written notice outlining the non-compliance issues and will be granted sixty days to address those issues to the satisfaction of the remainder of the Control Board.

SECTION 6 - CONTROL BOARD OFFICERS

- A. Officers of the Control Board shall be a Chairperson and a Vice- Chairperson. A majority vote of the Control Board membership shall elect the Chairperson and Vice-Chairperson. The duties of said officers shall be as follows:
1. The Chairperson of the Control Board shall be the organization's chief officer and shall preside over all meetings of the Control Board. The Chairperson, subject to the approval of the Control Board, shall appoint members and chairpersons of committees as the need arises.
 2. The Vice-Chairperson of the Control Board shall preside at any meetings of the Control Board in the absence of the Chairperson and in such cases, shall have all the responsibilities and perform all the duties of the Chairperson. The Vice-Chairperson shall have and perform such other duties and functions as may be assigned by the Chairperson of the Control Board.
 3. The Executive Committee consists of the chairman and two sheriffs. The Control Board members vote on all members of the Executive Committee. The Executive Committee oversees and implements decisions for task force personnel and any large financial expenditures.

SECTION 7 - MEETINGS OF THE CONTROL BOARD

- A. The Control Board shall meet at least once a quarter. After consulting with the Control Board Chairman, the Task Force Commander/GBI ASAC will determine and schedule the meeting's date, time, and location. Each Control Board member shall be provided with a schedule for the regular meetings. Changes in the meeting schedule shall be communicated to each Control Board member in a timely manner.
- B. The Chairperson or Vice-Chairperson may call special meetings of the Control Board as the need arises. All members of the Control Board must be notified of special meetings in

a timely manner.

- C. Any majority of voting members of the Control Board shall constitute a quorum for the transaction of business at any meeting of the Control Board. The presence of less than a quorum may cause the meeting to be adjourned until a quorum can be assembled. Regarding quorums for official business, the Control Board will attempt to have a consensus on all matters relating to the ODTF/MGGTF. However, when a consensus is not evident, decisions will be made by formal motions, seconds, and a board vote. A motion must have a majority vote of those members present to pass.
- D. Each representative of a "**participating agency**" is entitled to one vote in the transaction of business at any meeting of the Control Board.
- E. In the case of a tie vote, the motion may be tabled for discussion at the next scheduled meeting of the Control Board. In rare situations when a motion cannot be delayed for future consideration, control Board members present will attempt to adopt a consensus position. If a tie cannot be broken, the GBI Control Board Member will cast the tie-breaking vote. If a control board member cannot be present during a vote, that member may present his/her vote in proxy by written and signed notification.
- F. The Chairperson of the Control Board shall keep minutes at all meetings and distribute copies to the members. A majority vote must accept minutes from prior meetings before discussing the new business of the ODTF/MGGTF unit.
- G. The Chairperson of the Control Board shall prepare an agenda for each regularly scheduled meeting and ensure copies are distributed to the members.

SECTION 8 - DUTIES AND POWERS OF THE CONTROL BOARD

The Control Board shall have the following duties and powers:

- A. To guide the activities of the ODTF/MGGTF by providing direction to the ODTF/MGGTF Commander in setting goals and objectives for the Unit.
- B. To establish, review, and amend these By-Laws, Plan of Operation, and Standard Operating Procedures.
- C. To assist in resolving operational problems encountered by the ODTF/MGGTF Commander.
- D. To review and adopt the operating budget, assist in filing grant funds from federal and state agencies, and expedite the paperwork through local government and officials.

SECTION 9 -AMENDMENTS TO THE BY-LAWS

Amendments to the By-Laws shall be made by recommendation to the Control Board Chairperson upon a majority vote of the members of the Control Board present and voting at any meeting of the Control Board at which a quorum is present. Amendments to the by-laws require that advance notice of the proposed amendment(s) is communicated to Control Board members at least seven days prior to the meeting where said vote shall occur.

SECTION 10 - TASK FORCE COMMANDER/DEPUTY COMMANDER

The Georgia Bureau of Investigation Director will appoint a Task Force Commander. The Task Force Commander shall:

- Be of the minimum rank of Assistant Special Agent in Charge (ASAC) within the GBI and as Commander of the ODTF/MGGTF unit, provides day-to-day administrative and operational supervision to the unit.
- Be assigned to and under the direct supervision of a GBI Special Agent in Charge (SAC).
- Report directly to the Control Board members on applicable administrative matters pertaining to the Task Force.
- Prepare and submit monthly reports on budgets, inventories, PEPI expenditures, arrests, seizures, condemnations, and other related matters for the Control Board and the GBI. Members should request any additional reports through the Chairperson of the Control Board, who will forward the request to the Commander.
- Ensure that all Task Force Agents comply with the operational directives established by the Control Board.
- Assist in training subordinate personnel in all areas of drug enforcement.
- Work to divide his/her time between day and evening operations to ensure satisfactory field supervision.
- Designate a member of the Task Force to serve as Acting Commander in his/her absence (i.e., vacation, military leave, sick leave). Any member designated as a supervisor by the Commander, either temporarily or permanently, will conduct those tasks and duties outlined by the Commander.
- Furnish to the Control Board a "Plan of Operation" and a "Standard Operating Procedures" list for Task Force members. These items will remain on file at the Task Force office and

may be viewed by members of the Control Board at that location.

- Assist with maintaining accurate work records and be responsible for distributing work records to member agencies that may require such reports.
- At a minimum, will conduct at least one office meeting per month with assigned personnel for the purpose of disseminating information, issuing orders and directives, discussing operational strategies, reviewing and resolving current or anticipated problems, receiving input from unit members, and in general, ensuring that the goals and objectives of the Task Force are being pursued.
- The Commander may appoint an Assistant Deputy Commander from a local agency with the approval of the Control Board. The Assistant Deputy Commander would share the duties and responsibilities with the GBI Deputy Commander and report directly to the GBI Deputy Commander. An Assistant Deputy Commander will be appointed if task force personnel exceed seventeen non-ranking agents.
- At the ASAC/Task Force Commander's discretion, group/team leaders may be appointed from within personnel assigned to the ODTF/MGGTF unit. Group/Team Leaders will have the duties to serve as field managers in the absence of the ASAC/Task Force Commander or the Deputy Commander. Group/Team Leaders may be appointed from either GBI or Local personnel. These positions will exist based on the needs of the task force and will generally be occupied by senior task force members with exceptional operational skills. Responsibilities for the position of Group/Team Leader will be documented in the form of a Task Force Directive and may be modified by the ASAC/Task Force Commander as needed. Group/Team Leaders are not formal management positions and, as such, will be considered additional job responsibilities for task force agents serving in the position.

SECTION 11 - ASSIGNMENT OF TASK FORCE PERSONNEL

Each member agency will assign one or more sworn officers to full-time duty on the ODTF/MGGTF with the following understanding:

- A. Each officer assigned to the ODTF/MGGTF will carry the "Task Force Agent" title and be issued an appropriate badge and credentials.
- B. In order to be considered for selection as an Ocmulgee Drug Task Force Agent, each candidate must be a Georgia P.O.S.T. certified officer in good standing, pass an oral interview board and written assignment with a minimal score of 70% and prior to assignment to the ODTF/MGGTF submit to a pre-employment polygraph examination to be administered by the Georgia Bureau of Investigation, a background investigation in accordance with GBI Policy and Procedures, and a drug test administered by an ODTF/MGGTF contractor. Upon satisfactory conclusion of the polygraph examination, background, and drug screening, the officer may be assigned to the Task Force. The ODTF/MGGTF Commander, in conjunction with a majority of the ODTF/MGGTF

Control Board, has final authority on the acceptance of a candidate as a Task Force Agent.

- C. Officers accepted as Task Force Agents must submit to a polygraph examination of a narrow and specific topic as a part of the internal investigation when directed to do so by the Task Force Commander. Said examination is to be administered by the GBI. Failure to comply with such a directive will subject the officer to disciplinary action, which may include reassignment to the parent agency.
- D. Task Force Agents shall work under the supervision and direction of the Task Force Commander and shall adhere to all GBI-prescribed policies and procedures, as well as member agency policies and procedures. Task Force Agents shall serve at the pleasure of the Control Board.
- E. The Georgia Bureau of Investigation Director or designee will swear each Task Force Agent in. Each ODTF/MGGTF Agent will have investigative and arrest powers within the State of Georgia in criminal investigations involving illicit narcotics. ODTF/MGGTF agents will not have general arrest powers for crimes other than duties related to narcotics enforcement in any jurisdiction other than that of their own parent agency unless authorized by the Georgia Bureau of Investigation unless witnessing a forcible felony.
- F. If any officer is removed from the ODTF/MGGTF for any reason other than disciplinary matters, the member agency shall give a thirty-day written notice to the Control Board unless exigent circumstances exist.
- G. Task Force Agents assigned to the ODTF/MGGTF are individually responsible for conforming to the rules, regulations, and policies of their parent agencies, as well as the GBI. When a conflict between the parent agency's policies and ODTF/MGGTF policies arises, it should immediately be brought to the attention of the Task Force Commander. The Task Force Commander will address the issue with the Control Board Member representing the agency involved and attempt to resolve the issue. If the Task Force Commander and the affected Control Board Member cannot resolve the issue, the issue will be brought to the attention of the Control Board for consideration and resolution.
- H. Incidents requiring criminal investigation of task force employees will be referred to the appropriate GBI Regional Office for independent review and/or the GBI Office of Professional Standards. Minor infractions or policy violations will be investigated and addressed by the Task Force Commander or his designee.
- I. Disciplinary matters involving ODTF/MGGTF personnel, including incidences of inappropriate conduct and violations of policy and procedures, will first be addressed by the Task Force Commander, who will then consult with the Control Board Member representing the parent agency in an effort to resolve the matter or determine appropriate disciplinary action. If the matter is not resolved, the matter would then be brought before

the Control Board for consideration and resolution. In cases of severe policy/law violations, the Commander of the ODTF/MGGTF has the authority to immediately suspend a task force agent from all task force-related operations. In such instances, the suspended task force agent will surrender all task force equipment, credentials, and vehicles. The Task Force Commander will immediately notify the affected Control Board Member and the GBI Control Board Member. All ODTF/MGGTF personnel placed on suspension will report to their parent agency until the entire ODTF/MGGTF Control Board can address the matter.

- J. The Task Force will provide sworn personnel with certain specialized equipment, weapons, or vehicles. The task force will assume responsibility for the cost/maintenance of the vehicles. In certain instances, the parent agencies will furnish basic and essential supplies and equipment for Task Force Agents assigned from their agencies, including weapons, body armor, ammunition, etc. In certain instances, the parent agencies will furnish the agent's vehicle, vehicle maintenance, fuel, and other vehicle operating expenses. In certain instances, the vehicles will be provided by the ODTF/MGGTF, but the parent agency will be responsible for repairs, fuel, and routine maintenance costs. Task Force vehicles will be insured through the Baldwin County Board of Commissioners.
- K. Task Force Agents shall follow their parent agency's policies relating to firearms and other weapons. Still, they will be further required to meet additional restrictions/standards as outlined in the GBI Policy governing firearms.
- L. The Control Board will establish and implement a drug testing policy for ODTF/MGGTF Personnel, ensuring that these policies comply with valid drug testing procedures, member agencies policies, and existing CJCC policies. At a minimum, each assigned agent of the ODTF/MGGTF will be subject to random drug tests.
- M. Task Force Agents involved in use-of-force incidents against a person, where the agent discharges a firearm, will submit to a post-incident drug and alcohol screening as soon as feasible.
- N. Task Force agents driving assigned task force vehicles involved in motor vehicle accidents involving injuries will, at the Commander's direction, submit to a drug and alcohol screening as soon as feasible. Task Force Agents are required to notify the Task Force Commander of all vehicle accidents involving task force vehicles immediately.

- O. Task Force Agents shall follow their parent agency's policies relating to firearms and other weapons. Still, they will be further required to meet additional restrictions/standards as outlined in the GBI Policy governing firearms.
- P. The Control Board will establish and implement a drug testing policy for ODTF/MGGTF Personnel, ensuring that these policies comply with valid drug testing procedures, member agencies policies, and existing CJCC policies. At a minimum, each assigned agent of the ODTF/MGGTF will be subject to random drug tests.
- Q. Task Force Agents involved in use-of-force incidents against a person, where the agent discharges a firearm, will submit to a post-incident drug and alcohol screening as soon as feasible.
- R. Task Force agents driving assigned task force vehicles involved in motor vehicle accidents involving injuries will, at the Commander's direction, submit to a drug and alcohol screening as soon as feasible. Task Force Agents are required to notify the Task Force Commander of all vehicle accidents involving task force vehicles immediately.

SECTION 12 - AREA OF OPERATION

The Ocmulgee Drug Task Force will investigate illicit narcotics violators and narcotics-related violent crime within the State of Georgia, particularly the Counties of Baldwin, Washington, Wilkinson, Twiggs, Jefferson, Johnson, and Hancock. The ODTF/MGGTF shall perform its duties as they relate to the enforcement of the Controlled Substance Section of the Official Code of Georgia, Drug-related violent crime, and other crimes perpetrated against the State of Georgia and its citizens. The ODTF/MGGTF will gather criminal intelligence data relating to violations thereof throughout the state of Georgia. The ODTF/MGGTF shall also operate in other jurisdictions while conducting surveillance or collecting evidence regarding investigations initiated within the jurisdictions of the ODTF/MGGTF. Whenever the Task Force is operating within any given municipality or County, whether a participating or non-participating agency, the ODTF/MGGTF Commander, or his designee, shall to the extent feasible under the circumstances, maintain periodic contact with the Chief Law Enforcement Officer of that jurisdiction or a representative of the affected jurisdiction. When operating outside of the jurisdictions of the ODTF/MGGTF, if overt actions are to be taken, the ODTF/MGGTF Commander or designee will contact the appropriate law enforcement agency regarding the actions.

SECTION 13 - CRIMINAL LEGAL ADVISOR

The District Attorney's Office of the Ocmulgee, Middle Judicial Circuit, and the GBI Legal Affairs Director shall be the Task Force's general legal advisors. District Attorney's Offices in other circuits shall be consulted regarding specific cases as they may occur within their

respective jurisdictions.

SECTION 14 - IDENTIFYING, SELECTING, PRIORITIZING CASES

The ODTF/MGGTF Commander will work with the Control Board as a whole but will submit reports, oral or written as appropriate, as to procedures for case investigation (including the identification, selection, and prioritizing of cases) to the Chairperson and Vice-Chairperson upon their request. The ODTF/MGGTF Commander will coordinate all investigations that may impact GBI Regional Drug Enforcement Offices or the GBI state-wide drug enforcement strategy with the GBI Inspector. Control Board Members should recognize that the purpose of the Task Force is to promote a coordinated drug enforcement effort throughout the ODTF/MGGTF territory and to encourage maximum cooperation among the law enforcement agencies therein.

SECTION 15 - INTEGRITY OF CONFIDENTIAL INFORMATION

The ODTF/MGGTF Commander is responsible for fully explaining to all personnel under his supervision the "right to know - need to know" principle regarding investigative and intelligence information. The integrity of information in both drug investigations and intelligence files will be strictly maintained. All case files and records will be secured and housed at the facilities of the Task Force. Any Task Force personnel violating these principles will be subject to severe disciplinary action and/or reassignment away from the Task Force. However, these principles should not inhibit the free exchange of information between Task Force Agents and other Agents/Officers involved in joint investigations.

SECTION 16 - DIRECTIVES/POLICY AND PROCEDURES

Standard Operating Procedures/Directives governing the activities of the Task Force will be adopted as a part of the governing MOU and will mirror those of the Georgia Bureau of Investigation. In certain instances, GBI directives/SOP may be non-applicable or not readily adaptable to task force operations. In instances where GBI directives/SOP is in conflict with the operational necessity of the Task Force, Task Force Directives may be substituted with the approval of the GBI Control Board member and a majority vote of the ODTF/MGGTF Control board.

SECTION 17-ADOPTION OF BY-LAWS

These By-Laws shall become effective immediately upon adoption by the Control Board.

_____ Date _____
Baldwin County Board of Commissioners

Wm C Massee Date 10/31/25
Sheriff Baldwin County, Georgia

TERM SHEET

TERM SHEET OVERVIEW, 11/12/2025
TRACKMAN A/S, 2950 VEDBÆK, DENMARK

TRACKMAN

Item 4.

YOUR NEW RANGE EXPERIENCE FOR Little Fishing Creek Golf Course BEGINS HERE!

In this term sheet you will find an overview of the key items that are included in your agreement.

Completion date/Shipment date: **1/1/2026 ESTIMATED**

Takeover date/Approximate Delivery date: **2/1/2026 ESTIMATED**

Trackman Range items:

	Type	Quantity	Price	Comment
Radars				
	Standard/PTU	2	Included	
Trackman Range Bays				
	Uncovered	10	Included	
Hardware				
Screens	21"	10	Included	
Screen Theft Protection	21" O.G. TP (Cutout)	10	Included	
Software				
License and Support Fee		Included		
Range Rendering		Included		

Trackman Range Project Price:

	Price (USD)	Comment
Price		
Project Price	\$138,000	*Tax not included
Sign-On Payment	\$2,300	Defined in Section 8
Range Monthly Fee	\$2,300	Defined in Section 8
Agreement Duration	5 years	

*Non-Turnkey Installation

*Sales Tax is not included on above pricing

Company Information

Company name: **Little Fishing Creek Golf Course**

Range owner/GM details: **Carlos Tobar**

Invoicing email: **ctobar@baldwincountyga.com**

Delivery Address: **65 GA-22, Milledgeville, GA 31061**

Initials

TRACKMAN DRIVING RANGE SOLUTION

Dear Carlos,

This letter agreement, including all appendices hereto, (the "Agreement") will serve to define the general terms and conditions applicable to the relationship between **Trackman Inc.** ("Trackman") and **Little Fishing Creek Golf Course** ("you" or the "Customer") (individually a "Party" and collectively the "Parties", "we" or "us"), whereby Trackman agrees to

install on your driving range facility located **65 GA-22, Milledgeville, GA 31061** (the "Facility") the Trackman driving range solution described in item 1 of the Design and Installation Plan (the "Trackman Driving Range Solution"); grant the Software License (see section 6); and provide ongoing Support (see section 7), against your

- (a) fulfilment of all Customer's Obligations (see section 3); and
- (b) payment of the Agreement Sum and the License and Support Fee (see section 8).

858

The following appendices are enclosed hereto and form an integral part of our Agreement:

- Appendix A: Design and Installation Plan
- Appendix B: General Terms and Conditions
- Appendix C: License Terms
- Appendix D: Support
- Appendix E: Screens

1. Design and Installation Plan. Trackman and the Customer have agreed (a) on the Design and Installation Plan, and (b) to use commercially reasonable efforts to complete the Trackman Driving Range Solution in accordance with the Design and Installation Plan in a good and professional manner.

2. Trackman's Obligations. Subject to the due and proper fulfilment of the Customer's Obligations (see section 3), Trackman shall:

- (a) execute and complete the Trackman Driving Range Solution at the Facility in a proper workmanlike manner and in accordance the Design and Installation Plan;
- (b) provide the deliverables specified in item 3 of the Design and Installation Plan (the "Trackman Deliverables") for the execution and completion of the Trackman Driving Range Solution; and
- (c) before the Takeover Date (as defined below) carry out on-site training of the Customer's personnel in the operation of the Trackman Driving Range Solution as set out in item 5 of the Design and Installation Plan.

3. Customer's Obligations. The Customer shall (the "Customer's Obligations"):

- (a) duly and timely execute and satisfy all of the Preconditions set out in item 2 of the Design and Installation Plan in a proper workmanlike and careful manner and in accordance with the specifications set out therein;
- (b) give Trackman all necessary right of access to the Facility with effect from the date of this Agreement upon reasonable advance notice;
- (c) duly and timely deliver, install or make available (as applicable) the Customer Deliverables set out in item 4 of the Design and Installation in order to enable Trackman to execute and complete the Trackman Driving Range Solution in accordance with the Design and Installation Plan;
- (d) make the Customer's Personnel and Equipment identified in item 4.2 of the Design and Installation Plan available at the Facility to assist in the execution of the Trackman Driving Range Solution;
- (e) obtain and satisfy all building permits, licenses, approvals, and similar required by law or regulation applicable to the execution of the Trackman Driving Solution at the Facility; and
- (f) ensure that the Customer's personnel fully co-operate with Trackman in the execution and completion of the Trackman Driving Range Solution.

4. Customer's Responsibilities. The Customer shall be solely responsible for (the "Customer's Responsibilities"):

- (a) any error, inaccuracy or omission of any kind in the delivery, execution and fulfilment of the Preconditions and any other of the Customer's Obligations;
- (b) all Facility specific conditions and circumstances, including any sub-surface ground conditions and other hidden or not immediately visible or accessible conditions or circumstances at premises of the Facility, which are not expressly disclosed and designated as being the responsibility of Trackman in the Design and Layout Plan;
- (c) the correctness of all data and information provided by the Customer;
- (d) the integration of the Trackman Driving Range Solution with any IT-systems other than integration with the Trackman Range Software and the Trackman Range Apps as part of the Trackman Driving Range Solution, e.g. any booking system and point-of-sale system.

5. Commencement, Completion and Takeover. Trackman shall commence the installation of the Trackman Driving Range Solution when all of the Preconditions have been satisfied and documented by the Customer. If any of the Preconditions have not been fully satisfied and documented within 40 business days from the date of Trackman's delivery of the Schematic Wire Diagram, then Trackman shall, in its sole discretion, be entitled to either terminate this Agreement with immediate effect or postpone the Completion Date and the Takeover Date. Such termination shall not affect Trackman's right to the Sign-On Fee (see section 8).

Subject to the Customer's due and timely performance of all of its obligations under this Agreement, Trackman shall no later than on **1/1/2026 ESTIMATED** ("Completion Date") complete all work which is stated in the Design and Installation Plan except for final testing, which is carried out between the Completion Date and **2/1/2026 ESTIMATED** ("Takeover Date"). The Trackman Driving Range Solution shall be deemed completed and be taken over (the "Takeover") by the Customer upon Trackman's written notification to the Customer that the Trackman Driving Range Solution has been completed.

6. Software License. Trackman shall install the Trackman Site Server Platform (as defined in the License Terms) on the front/back-end tracking and algorithm server (the "Trackman Site Server") set out in item 3 of the Design and Installation Plan.

With effect from the Takeover Date, Trackman grants to the Customer a non-exclusive license (the "Software License") to use the Trackman Range Software (as defined in the License Terms) in the Trackman Driving Range Solution at the Facility in accordance with the License Terms.

7. Support. For the duration of this Agreement, Trackman shall provide the Customer with ongoing support (the "Support") of the Trackman Driving Range Solution on the Driving Range as set out in Appendix D. All Support is provided directly to the Customer only. Trackman shall not be required to provide any support directly to any of the Customer's customers.

8. Terms of Payment. The Customer shall pay to Trackman payments according to the following schedule, excluding taxes, for the Trackman Driving Range Solution (including Software License and Support) and the TrackMan Deliverables.

In consideration of the Trackman Driving Range Solution and the Trackman Deliverables, the Customer shall pay to Trackman a total agreement sum (the "Agreement Sum") of **USD \$138,000** in total, payable in monthly payments as follows:

- **USD \$2,300** (the "Sign-on" payment), payable within 14 days of execution of this agreement;
- **USD \$2,300**, (the Monthly Fee"), payable for Fifty-nine (59) consecutive months from "Takeover Date", due on or before the 1st of every month.

The Agreement Sum covers a drone flyover of the driving range.

After the initial 5 Year Term, in consideration of the Software License and Support, the Customer shall in addition to the Agreement Sum during the term of the Agreement, pay to TrackMan an annual license and support fee (the "License and Support Fee") of **USD \$27,600**, payable in monthly instalments of **USD \$2,300** falling due for payment on or before the 1st of every month. From year six and onwards, the License and Support Fee will be increased with 4% per year to cover general price increases. Included with the license and support fee are the warranty of Trackman radars, network equipment, and touchscreen monitors.

The License and Support Fee for years 1-5 is included in the Agreement Sum.

*Taxes are not included and are the responsibility of the customer.

8.a Reference Site. As part of this agreement, **Little Fishing Creek Golf Course** becomes a Trackman Reference Site, which allows Trackman to:

- mention the Customer as a key reference site through PR, web and print case stories, videos, and other marketing related materials;
- bring potential customers to the Facility in order to showcase the full Trackman product portfolio (Trackman Range and Trackman 4);
- arrange with time notice that the Customer makes available key staff to explain their use of Trackman's products;
- arrange with time notice that Trackman holds smaller customer events or educational series at the Facility.]

9. Term and Termination. This Agreement is binding for a term of 60 months from the Takeover Date and shall be automatically renewed for additional 12 months (each a term) at the end of each term unless terminated in accordance with this section 9. This Agreement may be terminated without cause:

- (a) by Trackman at a prior written notice of at least 6 months to take effect at the end of a term, provided that notice of termination cannot be given with effect as of a date prior to the fifth anniversary of the Takeover Date
- (b) by the Customer at a prior written notice of at least 3 months to take effect at the end of a term.

Either Party shall at any time be entitled to terminate the Agreement for cause as set out in the General Terms and Conditions.

10. Consequences of Termination. All rights and obligations of the Parties shall cease to have effect immediately upon termination of the Agreement except that termination shall not affect:

- (a) the accrued rights and obligations of the Parties at the date of termination; and the continued existence and validity of the rights and obligations of the Parties under those clauses which are expressed to survive termination

Upon termination of this Agreement (no matter the cause):

- (a) the Software License shall immediately terminate and the Customer's right to use any of the Trackman Range Software shall immediately lapse;
- the Customer shall immediately cease all marketing activities relating to the Trackman Driving Range Solution; and each of the Parties shall remove all references to the Trackman Driving Range Solution at the Facility from their marketing material, web sites and the like.

11. Governing Law and Venue. This Agreement shall be governed by and constructed in accordance with the laws of Denmark, excluding its provisions concerning private international law. The District Court in Copenhagen (*dk: Københavns Byret*) shall have exclusive jurisdiction with respect to any dispute arising out of or in connection with this Agreement. Notwithstanding the above, Trackman shall have the right to commence enforcement procedures concurrently with or in addition to proceedings in Denmark or without commencing proceedings in Denmark.

If you are in agreement with all of the above terms, please sign where indicated below and return a full-executed copy to me for our records.

Sincerely,
Trackman Inc.

Matt Frelich
VP of Sales – North America

Agreed and accepted on behalf of Little Fishing Creek Golf Course:

Date: 11/12/2025

Carlos Tobar
City Manager

APPENDIX A - DESIGN AND INSTALLATION PLAN

TRACKMAN DRIVING RANGE SOLUTION

1. The Trackman Driving Range Solution

1.1 Overall description. Trackman shall install a [2]-Radar Solution, including one (1) field radar and one (1) rear radar with Ten (10), 21" touchscreen monitors.

1.2 Layout

Once the structure plans and location are finalized, Trackman operations will provide appropriate simulation with exact radar locations.

NB: Orange dots indicate planned radar positions, while red outlined areas show radar coverage

1.3 Wire Diagram. Trackman shall prepare a schematic wire diagram (the "Schematic Wire Diagram") depicting the hardware components and their connections required for the Trackman Driving Range Solution. The Schematic Wire Diagram shall form an integral part of this Design and Installation Plan upon Trackman's delivery of final version hereof to the Customer.

1.4 Site Specific Conditions and Circumstances, etc. Prior to the Parties' conclusion of the Agreement, the Customer has made Trackman aware of the following conditions and circumstances which may impact or influence the execution and/or completion of the Trackman Driving Range Solution:

- None

1.5 Time Schedule. The Parties shall as soon as possible agree to a time schedule (the "Time Schedule") outlining the timing of key actions and deliveries by each of the Parties required for the purpose of allowing Trackman the time, taking Trackman's logistic and planning aspects into due consideration, to complete the Trackman Driving Range Solution no later than on the Completion Date and ensure that Takeover can take place on the Takeover Date. The Time Schedule shall form an integral part of this Design and Installation Plan.

In the event that the Parties cannot agree on a time schedule allowing Trackman the time to complete the Trackman Driving Range Solution on the Completion Date, then the Completion Date shall be extended as required to allow Trackman sufficient time to complete the Trackman Driving Range Solution. If Trackman is otherwise unable to complete the Trackman Driving Range Solution on the Completion Date due to circumstances primarily attributable to the Customer and the Customer fails to remedy such circumstances within 14 days after receipt of notice thereof from Trackman, Trackman may in its sole discretion either extend the Completion Date with a number of days sufficient to allow Trackman to complete the Trackman Driving Range Solution or terminate the Agreement with immediate effect.

PRECONDITIONS. IT IS A PRECONDITION FOR TRACKMAN'S OBLIGATION TO COMMENCE EXECUTION OF THE TRACKMAN DRIVING RANGE SOLUTION THAT THE CUSTOMER HAS DULY INSTALLED THE CUSTOMER'S DELIVERABLES AT THE FACILITY IN ACCORDANCE WITH THE SCHEMATIC WIRE DIAGRAM AND THE LAYOUT SET OUT IN ITEM 0 ABOVE, AND THE TABLE BELOW SETS OUT ANY ADDITIONAL PRECONDITIONS FOR TRACKMAN'S OBLIGATION (COLLECTIVELY THE "PRECONDITIONS").

Additional Preconditions (if applicable)
N/A

The Preconditions aim to take into account the site specific conditions and circumstances identified by the Customer and disclosed to Trackman (see section 0). All Preconditions to be fulfilled and satisfied by the Customer in accordance with such further specifications and instructions as are set out elsewhere in this Design and Installation Plan, including the Schematic Wire Diagram.

3. Trackman Deliverables. Trackman shall provide all deliverables listed in below table (collectively the "Trackman Deliverables").

Trackman Deliverables
Two (2) Trackman Range Radars and radar mounting brackets
Ten (10) 21 inch Touchscreens, touchscreen protections, and mounting brackets for touchscreens
Fiber patch cable between the fiber termination box and radar(s)
GPS-RTK Rover for Calibration
Network equipment (Servers, dream machine, unifi switch(s), fiber to ethernet switch)
UPS (Uninterrupted Power Supply)
WiFi Access Points to support full WiFi coverage at all Trackman enabled hitting areas (fixed bays and/or grass tees)
Delivery of all hardware from Trackman HQ to Customer's facility. Trackman to align all shipments with installation timeline to the best of our ability.

Training of key staff as part of the installation procedure
Based on input from the Customer (see section 4.1), create a 3D model of the driving range to be used in the app Trackman is hired to carry-out a drone flyover of the driving range

The deliverables by Trackman specified in the above table are exhaustive. All other deliverables necessary for the execution and completion of the Trackman Driving Range Solution shall be delivered by, and be the responsibility of, the Customer. All hardware, software (other than the Trackman Range Software) and services (other than the Support) not explicitly listed or otherwise expressly identified in the Agreement are not part of the scope of the Agreement. Elements outside the scope of the Agreement include, but are not limited to:

(a) Display devices such as iPads, or Android tablets

Marketing material print outs

Integration to other IT systems (e.g. booking and Point-of-Sale systems)

External displays, TV, screens, etc.

4.1 Customer Deliverables. The Customer shall provide and install (incl. digging and other related manual work) all deliverables listed in below table (collectively the "Customer Deliverables").

Customer's Deliverables
Source/install pole at each radar location. Outer diameter: 4 ½ in. Wall Thickness: SCH80. Height: to be determined.
Base for radar poles: 36" sonotube or similar mold for the concrete casting. The shape can be square or round.
Source/install pole at each touchscreen location. Outer diameter: 3 in. Wall Thickness: SCH80. Height: to be determined.
Base for touchscreen poles: 18" sonotube or similar mold for the concrete casting. The shape can be square or round.
Procurement and installation of conduits for supply of electricity and fiber to radar(s) location
Procurement and installation of conduit and/or cable trays/containment for supply of ethernet/cat6 cables to touchscreens and/or WiFi access points
120V power to junction box near top of each radar pole (1 at each of the radar location)
120V power to each touchscreen location (can either be hard wired in junction box or US outlet). If outlets are installed, customer must provide US plugs to terminate each touchscreen power cable with.
Fiber termination box installed at radar pole locations (can be in same box as 120V power)

Fiber optic cabling – 1 cable pulled to each radar location from server rack containing minimum 4 strands/2 pairs of outdoor-rated, singlemode fiber terminated with LC/UPC connectors on each side
Installation of ethernet/cat6 cables from Trackman server rack to points on the range such as touchscreens or WiFi access points. One ethernet/cat6 cable per piece of hardware.
Climate controlled server room with ambient temperatures ranging from of 40°F to 75°F
Server rack with the following min. specifications: 4 post, 12U Rack with 19" (600 mm) width rails and min. 36" (900 mm) depth.
Internet access to Trackman server rack via hard-line cable (cat6 or fiber) – This may require some or all the following: internet modem or router, network switch, fiber patch panel.
Minimum internet specifications (Dynamic IP, no firewall or restrictions) for the servers Min. 100 Mbps (upload and download)
Outlet/dedicated circuit next to Trackman server rack location for Trackman UPS to plug into.
Ability to receive any shipment of Trackman hardware and store in secure, dry location until installation week.
Detailed schematics of the driving range 'as built' (not 'as designed'). An exact CAD drawing or a drone flyover will provide the detailed lidar terrain data and 'ortho corrected' range plan imagery needed for Trackman to make the 3D range model

To the extent Trackman is hired to carry-out a drone flyover of the driving range, the Customer is required to conduct a simple photo survey. No specialized equipment is required and the imagery can be gathered using a modern mobile phone camera or small compact. Instructions on gathering the required ground level photographic images are found below:

- Photos taken from each end of the range (straight ahead, 45 degrees left and right)
- Photos taken at +/- 50 yard intervals along the hitting areas as above
- Photos of the general vegetation along the side and end of the range
- Photos of any notable manmade objects on the range such as yardage markers or netting etc.

4.2 Customer Personnel and Equipment. The Customer shall make available on-call at the Facility the following labour and competent personnel (including third party labour and personnel) (the "Customer's Personnel") and Equipment (the "Equipment") to the extent necessary for the due and timely execution of the Trackman Driving Range Solution:

Customer's Personnel
Facility manager (must be able to answer questions related to infrastructure and/or building construction matters)
IT responsible (help with server placement, IT security, Internet access, etc.)

Equipment
Vehicle to transport radars and heavy-duty equipment from facility to installation point in the field
Lift, scaffolding and/or ladder (depending on site) needed to mount radars
Work light/lamps for the purpose of late hour work

4.3 Internet. Facility provides internet access (Dynamic IP, no firewall or restrictions). Minimum 100 Mbps (up and down).

4.4 Server Room. Facility provides Server Room which must be in a Climate controlled environment.

5. Training of Customer. Trackman shall in connection with takeover provide training of the Customer's technical staff for the purpose of enabling them to use the basic functionalities of the Trackman Driving Range Solution, including basic calibration and set-up of the Trackman range radars.

APPENDIX B - GENERAL TERMS AND CONDITIONS

TRACKMAN DRIVING RANGE SOLUTION

These General Terms and Conditions are an addendum to the agreement on the Trackman Driving Range Solution, including all other appendices thereto, (the Agreement) and the provisions of these General Terms and Conditions shall apply to and be an integral part of the Agreement. Each capitalized term used herein and not defined herein shall have the same meaning as ascribed to it in the Agreement.

1. Definitions. The following words and expressions shall have the following meanings, unless the context otherwise requires:

- "Trackman Data" means all data generated by or originating from the Trackman Core Software and/or the Trackman Range Radars
- "Goods" means the Hardware and the Trackman Range Software.
- "Hardware" means all hardware acquired by the Customer under the Agreement (including the Trackman Deliverables) or delivered by Trackman to the Customer as part of the Support or otherwise.

2. Product Information. Data in product information and price lists are binding only to the extent that they are by reference expressly included in the Agreement.

All drawings and other technical documents, software, etc., regarding the Goods or its manufacture submitted by Trackman to the Customer, prior or subsequent to the formation of the Agreement may not be used for any other purpose than that for which they were submitted and may not be communicated to a third party.

3. Proprietary rights. Other than the grant of the Software License pursuant to the License Terms, nothing in the Agreement shall constitute or imply any transfer of, or grant of license to, any intellectual or other proprietary rights of Trackman.

The Customer agrees and acknowledges that (i) Trackman retains all of its rights, title and interest in and to all patents, trademarks, trade names, inventions, copyrights, software rights, know-how, trade secrets, confidential information and all other of its intellectual property rights relating to its technology, including the Trackman Range

Software and the Trackman Range Radars, (ii) the Customer shall not have any ownership interest nor any joint ownership interest therein; and (iii) the Customer shall not do or permit anything to be done which directly or indirectly contests any of Trackman's intellectual property rights. Nothing in this Agreement shall exclude or limit Trackman from exercising world-wide its unrestricted rights over any such intellectual property rights.

Nothing in this Agreement shall restrain Trackman from using or developing its products, including its Trackman Range Radars and Trackman Range Software, for whatever purpose and within whatever field it may desire to the extent that Trackman's use or development of its products do not violate any exclusive rights separately and independently developed or acquired by the Customer.

The Customer may not alter, remove or in any way tamper with any of the Goods' trademarks, brands, logos, etc. or slander or otherwise discredit in any way the names or brands belonging to Trackman.

The Customer shall promptly notify Trackman of any infringements of Trackman's trademarks or other intellectual rights, and the Customer shall assist Trackman in its attempts to secure its rights against third party infringers.

Trackman shall not be liable to the Customer if a third party infringes any of Trackman's rights, and Trackman shall not be obliged to bring any action against any third party infringers. If Trackman chooses to bring an action against third party infringers or makes settlements with such third parties, the Customer is not entitled to claim any part of any damages or compensation awarded to Trackman.

4. Trackman Data. Trackman have all rights to use, modify, reproduce, release or disclose Trackman Data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

5. Confidentiality. All information and any physical material provided by Trackman to the Customer, including in connection with the execution and completion of the Trackman Driving Range Solution under the Agreement or as part of the Support shall be considered confidential information of Trackman, except for information which (i) at the time of the disclosure is in public domain or (ii) after disclosure is published or otherwise becomes part of the public domain through no default or breach of the Agreement. The Customer agrees to treat any confidential information of Trackman as strictly confidential and not to disclose such information except as required by law or as otherwise permitted under the Agreement. The Customer's confidentiality obligation shall survive termination of the Agreement (whatever the cause).

6. Delivery. Unless otherwise agreed, the Goods are delivered CIP - Carriage and Insurance paid to the Customer's business address.

7. Prices and payment, etc. All amounts in the Agreement are inclusive of insured shipping and transportation but exclusive of any VAT, taxes or duties (e.g. sales tax or import duties)

If the Customer is required to make any tax deduction or withholding from any payment to Trackman under the Agreement, the amount of the payment due from the Customer shall be increased to such amount which is necessary to ensure that Trackman receives a net amount, which (after making the required tax deduction or withholding) equal to the payment which would have been due if no tax deduction or withholding had been required.

Unless otherwise expressly agreed, all payments shall be effected in US Dollars or other agreed currency no later than 14 days from the date of the invoice and in any event prior to any shipping of Goods. In the event of delayed payments an interest of 1 % per commenced month shall accrue on the outstanding amount.

Until payment has been received in full by Trackman, title to the Goods shall remain with Trackman, and in the event of non-payment, Trackman shall, in addition to all other rights and remedies available to Trackman, be entitled to recover possession of the Goods (*dk: ejendomsforbehold*).

8. Commencement, Completion and Takeover. The Customer shall promptly confirm, and appropriately document (including by way of photo documentation) as reasonably requested by Trackman, to Trackman the date on which all Preconditions have been satisfied.

The risk of the Trackman Driving Range Solution shall be passed on to the Customer upon Takeover. Each item of Trackman Deliverables shall remain the property of Trackman until the Takeover Date on which date they shall become the property and risk of the Customer.

Trackman shall be entitled to an extension of the Completion Date and the Takeover Date if and to the extent that completion is or will be delayed by any of the following causes:

(a) a cause of delay giving entitlement to extension of time under a provision in this Agreement; any delay, error or omission in the fulfilment of any of the Customer's Obligations; or any delay, impediment or prevention caused by or attributable to the Customer.

9. Limited warranty. The limited warranty undertaken by Trackman in this clause 9 is only made in respect of the Hardware. Trackman undertakes a separate limited warranty in respect of delivered Trackman Range Software, which is included in the License Terms.

Trackman warrants that Hardware is (i) designed and manufactured in a professional and workmanlike manner; (ii) free from defects in design, materials and workmanship; and (iii) comply with specifications and requirements agreed with in the Agreement. This warranty is expressly made in lieu of any and all warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose. This warranty, and Trackman's liability, does not cover defects caused by occurrences after the risk in the Goods has passed to the Customer.

The Customer shall examine the Hardware upon receipt and any alleged breach of warranty shall be notified to Trackman within 14 days thereafter. The notice shall contain a description of the alleged breach. If the Customer fails to notify Trackman in writing within the time limit set forth above, the Customer shall forfeit its right to make any claim under this warranty.

10. General limitations of liability. TRACKMAN SHALL IN NO EVENT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF THE GOODS, THE TRACKMAN DRIVING RANGE SOLUTION OR ANY MATTER OR CIRCUMSTANCE COMPRISED BY THE CUSTOMER'S RESPONSIBILITIES, INCLUDING ANY PRODUCT LIABILITY AND/OR FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF INTEREST OR OTHER LOSSES SUSTAINED BY CUSTOMER OR THIRD PARTIES ARISING OUT OF THE USE OR INABILITY TO USE THE GOODS OR THE TRACKMAN DRIVING RANGE SOLUTION.

TRACKMAN'S AGGREGATE LIABILITY WHETHER IN AGREEMENT, WARRANTY, TORT OR OTHERWISE, ARISING OUT OF OR CONNECTED WITH THE PERFORMANCE OF NON-PERFORMANCE OF THE AGREEMENT SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE LICENSE AND SUPPORT FEE PAID BY THE CUSTOMER PURSUANT TO THE AGREEMENT DURING THE 12 MONTHS PRIOR TO THE CUSTOMER BECOMING AWARE OF A CLAIM AGAINST TRACKMAN.

11. Force Majeure. The following circumstances shall be considered as grounds for relief if they impede the performance of the Agreement or make performance unreasonably onerous: industrial disputes and any other circumstances beyond the control of the parties such as fire, war, acts of God, mobilization or military call up of a comparable scope, seizure, currency restrictions, shortage or failure of transport, general shortage of materials, restrictions in use of power and defects or delays in deliveries by sub-agreementors and labour disputes.

Notwithstanding the above, either party shall be entitled to immediately terminate the Agreement by notice in writing to the other party if performance of the Agreement is delayed more than 6 months by reason of any grounds of relief as described above. If such termination is made prior to Takeover:

- (a) Trackman shall immediately cease all further work;
- (b) Trackman shall remove the Trackman Deliverables from the Facility; and
- (c) Trackman shall remain entitled to the Sign-On Fee.

12. Termination for cause. Either Party shall at any time be entitled to terminate the Agreement by prior written notice with immediate effect in the event that:

- (a) the other Party is in material default of its obligations under the Agreement (including, for the avoidance of doubt, of any and all default of a payment obligation) and fails to fully remedy the default within 14 calendar days following receipt of written notice describing in reasonable detail such default; or
- (b) the other Party has filed for insolvency, is declared bankrupt, or is adjudicated or found to be, insolvent or stops or suspends payments of its respective debts or is unable to or admits inability to pay its respective debts as they fall due or proposes or enters into any voluntary arrangement or any composition or other arrangement for the benefit of its creditors generally or proceedings are commenced in relation to such Party under any law regulation or procedure relating to reconstruction or adjustment of debt.

13. Indemnification. Under no circumstances shall Trackman be liable for any act, omission, agreement, debt or other obligation of any kind of the Customer or any salesman, employee, agent or other person acting for or on behalf of the Customer. The Customer shall indemnify and hold Trackman harmless from any and all claims, liabilities, losses, damages or expenses (including reasonable attorneys, fees and costs) arising directly or indirectly from, as a result of, or in connection with, the Customer's operation of its business, including the use or non-use of Customer Front-End Applications

14. Sub-agreementors. Trackman is entitled to use sub-agreementors, provided that Trackman shall be responsible for the acts or defaults of any sub-agreementor as if they were acts or defaults of Trackman and Trackman shall ensure that its sub-agreementors perform all work in a good and workmanlike manner consistent with the work of Trackman's direct employees.

15. Assignment. The Agreement and the rights and obligations thereunder may not be assigned, in whole or in part, by the Customer without the consent of Trackman or by operation of law.

APPENDIX C - LICENSE TERMS

TRACKMAN DRIVING RANGE SOLUTION

These License Terms are an appendix to the agreement on the Trackman Driving Range Solution, including all other appendices, (the Agreement) and the provisions of these License Terms shall apply and be an integral part of the Agreement. Each capitalized term used herein and not defined herein shall have the same meaning ascribed to it in the Agreement.

1. Scope. The Agreement, including these License Terms, regulates the limited right of use of the Trackman Range Software (the Software License) granted by Trackman to the Customer.

2. Definitions. The following expressions shall have the following meanings:

- *Trackman API*: means the Trackman application programming interface for building front-end application software interfacing with the Trackman Range Radars and the Trackman Core Software.
- *Basic Trackman Range App*: means the front-end software developed by Trackman and made generally available for free download on iTunes Store and, when available, Android Store.
- *Trackman Core Software*: means the software developed by Trackman (save for Trackman Site Server Platform, Basic Trackman Range App and any Trackman API) comprising algorithms processing signals from Trackman's doppler radars and providing computer readable data output from the Trackman Range Radars.
- *Trackman Site Server Platform*: means the software application developed by Trackman for basic set-up and administration of the Trackman Driving Range Solution.
- *Trackman Range Software*: means the Trackman Core Software, the Trackman Site Server Platform, the Trackman Basic Range App, and Trackman API (if any).

3. License Grant. Trackman grants to the Customer a non-assignable, non-transferable and non-exclusive right to use the Trackman Range Software within the Field of Use.

4. Permitted Installation. The Trackman Site Server Platform may only be installed on the Trackman Site Server. The Basic Trackman Range App may be installed on stand-alone computers, smart phones, tablets and similar devices.

5. Field of Use. The Software License granted by Trackman authorises the Customer to use the Trackman Range Software together with the Trackman Range Radars at the Facility.

The Trackman API may solely be used in the manner set out in the documentation accompanying the Trackman API and for the purpose of developing Customer Front-End Applications that interface with the Trackman Range Radars and the Trackman Core Software at the Facility.

6. Prohibited Use. The Software License is subject to express restrictions set forth below. The Customer shall not knowingly, and shall not knowingly permit any third party, to:

- (a) modify, or create derivative works of, any part of the licensed Trackman Range Software;
- (b) adapt, translate, copy or convert all or any part of the Trackman Range Software in order to create software, a principal purpose of which is to perform the same or similar functions as the licensed Trackman Range Software or to replace any component of the Trackman Range Software;
- (c) rent, lease, loan, sell, license, sublicense, publish, display, distribute, assign or otherwise transfer the Trackman Range Software, any copy or portion thereof to any third party not specifically designated in the Agreement;
- (d) disassemble, decompile, reverse engineer the Trackman Range Software or otherwise attempt to gain access to its method of operation or source code;
- (e) alter, remove, replace, or obscure any copyright, trade secret, trademark, logo, proprietary and/or legal notices on or in copies of the Trackman Range Software; and/or
- (f) copy, or otherwise reproduce the Trackman Range Software, in whole or in part, except either (i) as may be required for the installation into computer memory for the purpose of executing the Trackman Range Software in accordance with the Permitted Installation, or (ii) to make reasonable number of copies solely for back-up purposes.

7. Intellectual Property Rights. Trackman holds full copyright, title and any other right to the Trackman Range Software, including any and all updates and modifications thereto and any and all derivative works thereof.

Any disregarding of the Trackman's rights, including careless use of the Trackman Range Software which might render copying of the Trackman Range Software possible for third parties, shall be deemed to be a material breach of the Agreement, cf. clause 12.

8. Updates and new releases. Trackman shall for the duration of the Agreement make available to the Customer subsequent releases, if any, of the Trackman Range Software that are not charged for separately (updates). Updates and new releases made available to the Customer under this clause 8 shall be considered as the Trackman Range Software and thus be subject to the terms of the Agreement, including these License Terms.

The Customer accepts that Trackman has the right, at its sole discretion and without notice, at any time to supersede versions of the Trackman Range Software with newer versions which may add, modify, or delete specific features or characteristics of earlier versions, and that these updates and changes may make older Trackman Range Software incompatible with more current versions of the Trackman Range Software.

Trackman may, in its sole discretion, at any time make any additional Trackman Range Apps available for download and use by end-users and Trackman's customers, including making one or more Premium Trackman Range Apps available against payment.

9. Support. Trackman will provide certain support for the current release of the Trackman Range Software as described in the Agreement.

10. Limited Warranties. Trackman warrants that Trackman has the right to grant the license rights hereunder.

11. Limitation of Liability/Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET OUT IN THESE LICENSE TERMS (OR AS IMPLIED BY LAW WHERE THE LAW PROVIDES THAT THE PARTICULAR TERMS IMPLIED CANNOT BE EXCLUDED BY AGREEMENT), THE TRACKMAN RANGE SOFTWARE IS DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK OF THE QUALITY AND PERFORMANCE OF THE TRACKMAN RANGE SOFTWARE IS WITH THE CUSTOMER. TRACKMAN DOES NOT WARRANT THAT THE TRACKMAN RANGE SOFTWARE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.

IN NO EVENT, UNLESS REQUIRED BY APPLICABLE LAW OR THROUGH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TRACKMAN, WILL TRACKMAN BE LIABLE FOR ANY PRODUCT LIABILITY, ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE, BUSINESS INTERRUPTION, LOSS OF PROFITS, LOSS OF INTEREST OR OTHER LOSSES SUSTAINED BY CUSTOMER OR THIRD PARTIES, ARISING OUT OF THE USE OR INABILITY TO USE THE TRACKMAN RANGE SOFTWARE.

12. Termination. All rights held by the Customer under these License Terms, including the right of use, will terminate automatically without notice from Trackman if the Customer fails to comply with any term(s) of the Agreement. The Trackman Range Software is protected by copyright law and international treaties. Unauthorised reproduction of the Trackman Range Software, or any part of it, may result in civil and criminal penalties.

APPENDIX D - SUPPORT

TRACKMAN DRIVING RANGE SOLUTION

1. Overview. For the duration of this Agreement, Trackman undertakes to provide ongoing support and service for Trackman Deliverables and the Trackman Range Software with the aim of correcting any defect or malfunctioning in the Trackman Driving Range Solution. The Support will follow a tiered structure and consist of:

- (a) Remote monitoring of the Trackman Driving Range Solution;
- (b) Proactive contact to the Customer, when remote monitoring shows a potential issue;
- (c) General customer support and technical assistance by phone or e-mail; and
- (d) Replacement and/or repair of defective or malfunctioning Trackman Deliverables or Trackman Range Software

2. Remote monitoring. Trackman undertakes to carry out remote monitoring of the Trackman Driving Range Solution to facilitate up-time for the Customer. An overview of globally active Trackman range installations, allows Trackman to monitor the "health" of each installation and initiate mitigating actions in the event the system does not perform as expected. Trackman is able to remotely update the firmware of the Trackman Range Radars and the Trackman Site Server thus ensuring that the Trackman Driving Range Solution always runs the latest tracking algorithms and performance Trackman Range Software. Furthermore, Trackman is able to remotely reboot the Trackman Site Server and re-load the saved Facility configurations, if needed.

3. Proactive support. Trackman undertakes to proactively contact the Customer when remote monitoring shows a potential issue related to the Trackman Driving Range Solution, and the potential issue may require involvement of the Customer for resolution. In such instances, Trackman will inform the Customer and advise an appropriate solution with the aim of ensuring swift mitigation and high customer satisfaction.

4. Technical assistance. The Customer is expected to perform troubleshooting based on initial training by Trackman of Customer personnel with appropriate technical/IT qualifications and phone/e-mail support related to the Trackman Driving Range Solution. Trackman will deliver technical assistance by phone or e-mail to facilitate mitigation and customer satisfaction.

Most issues are expected to be handled via remote monitoring, proactive contact or technical support. If, however, the issue cannot be resolved through steps (a), (b) and (c), the final resort is replacement and/or repair of defective or malfunctioning parts.

5. Replacement. If Trackman determines that Trackman Deliverables or the Trackman Range Software are defective or malfunctioning, and the issue cannot be resolved by steps (a), (b) and (c) above, Trackman will replace and/or repair the defective or malfunctioning components and cover costs related to shipping, spare parts and its own working hours pertaining to installation of new components. Defective parts, which are replaced, shall become Trackman's property.

If on the other hand, Trackman determines that the Customer Deliverables are defective or malfunctioning, and the issue cannot be resolved by steps (a), (b) and (c), then the Customer shall cover the costs of any replacement and/or repair of the defective or malfunctioning components (including costs of shipping, spare parts and working hours included).

6. Not Covered.

The Support provided by Trackman does not include repair of damage or increase in service time caused (in Trackman's sole judgment) by:

- (e) Normal wear and tear or deterioration and general maintenance;
- (f) Replacement of standard components in connection boxes, e.g. surge protectors;
- (g) Support on any of the Customer Deliverables, including mistreatment of SFP and Fiber installations;
- (h) Use of Trackman Deliverables for other than the specific purpose for which these are designed. Neglect, misuse or abuse of the Trackman Deliverables by the Customer or others or any alteration made to the Trackman Deliverables by the Customer or others without the prior written consent of Trackman. Use of the Trackman Deliverables for purposes not permitted or contemplated under the terms of the Agreement;
- (i) Use of other equipment than advised by Trackman;
- (j) Accidental damage, including, but not limited to fire, flood, water, wind, lightening or transportation;
- (k) The Customer or a third party not authorized by Trackman having opened the Hardware or if the warranty seal, if any, within the Hardware is broken; and
- (l) Any third party software, including any Customer Front-End Applications or any interfacing with Trackman Range Software.
- (m) Customer not having at least one (1) member of Customer's technical staff (i.e. a member of Customer's technical staff having received training by Trackman in the operation of the Trackman Driving Range Solution), at work at the Facility when a system failure incurs;
- (n) Any intentional or accidental jamming of the Trackman Driving Range Solution (e.g. by ship radars or drone flyovers); and
- (o) Any changes by Customer to the lay-out of the driving range after Takeover (e.g. introduction of additional screens blocking the line-of-sight of radars, changes to height of the bays, changes to bay divider or installation of lights/fans/screens, temporarily or permanently affecting the ability of the Trackman Driving Range Solution to track shots), unless Customer has consulted with Trackman and permitted Trackman to carry out relevant tests / adjustments prior to execution of such changes. Costs associated with required changes to the installation of the Trackman Driving Range Solution, if any, are paid by Customer.

End-user support (in any shape or form) for the Trackman range iOS and Android app is not part of the Agreement and the Support.

APPENDIX E – SCREENS

TRACKMAN DRIVING RANGE SOLUTION

1. Overview. The customer has decided to install the following screens, at the agreed upon price:

- **(10) X 21" screens** from the manufacturer Kouri (5 years warranty from the manufacturer)
- **(10) X 21" Original cutout theft protections** from the manufacturer

The price includes a wall-mount or pole mounting solutions if theft protection are part of the agreement, but not a free standing pole or other mounting options. If theft protections are not a part of the agreement, the customer must provide 200x200 Vesa mount bracket for each screen (see section 3).

Screen support will be directly between the customer and the manufacturer.

The screen installation will be performed by Trackman and not extra charge will apply.

2. Trackman Deliverables for Screen installation. Trackman shall provide all deliverables listed in below table

Trackman Deliverables
Installation and configuration of Touchscreens
Installation of 21" OG Cutout Theft Protections

3. Customer Deliverables for screen installation. The Customer shall provide and install all deliverables listed in below table, for all locations where screen(s) are to be installed.

Customer's Deliverables
Mounting locations or Poles 2-4" (50-100 mm) diameter/width
Procurement of and installation of power supply (cabling) for screens Incl. termination at both ends
Procurement of and installation of power sockets/power junction boxes

Procurement of and installation Cat6 ethernet cable(s) from server rack to each screen location, including termination at both ends and testing before the installation

RESOLUTION R-2025-84

A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH TRACKMAN, INC.
TO PROVIDE HARDWARE AND SOFTWARE FOR VIRTUAL DRIVING RANGE
EXPERIENCES AT THE LITTLE FISHING CREEK GOLF COURSE

WHEREAS, the Baldwin County Board of Commissioners desire to offer virtual driving range experiences to the patrons of the Little Fishing Creek Golf Course; and

WHEREAS, Trackman, Inc. can provide the necessary software and hardware to provide a virtual driving range; and,

WHEREAS, an agreement with Trackman, Inc. is hereby attached and by reference duly incorporated and made a binding part of this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Baldwin County Board of Commissioners, and it is hereby resolved by the authority of the same, that:

1. **Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. **Authorization an Agreement.** The Board of Commissioners hereby approves the attached Trackman, Inc. Agreement.
3. **Authorization of Chairman.** The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary reasonably required to carry out, give effect to, and consummate the amendment to the agreement with Trackman, Inc.
4. **Severability.** In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
5. **Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
6. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 13th day of November, 2025.

BALDWIN COUNTY, GEORGIA

Andrew Strickland, Chairman
Baldwin County Board of Commissioners

ATTEST:

Bo Danuser, County Clerk
Baldwin County Georgia