

AGENDA PLACEMENT FORM

(Submission Deadline Monday, 5:00 PM before Regular Court Meetings)

Date: _____


Meeting Date: 4/27/2026

Submitted By: Adam King

Department: Sheriff's Office

Signature of Elected Official/Department Head:

Adam King

Court Decision: <small>This section to be completed by County Judge's Office</small>


Description:

Consider and Approve Agreement with Magnum Investigative Services for Private Investigation Services Related to an Internal Affairs Investigation; with Authorization for Sheriff to Sign-Sheriff's Office

(May attach additional sheets if necessary)

Person to Present: _____

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**



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CLIENT RETAINER AGREEMENT

For

PRIVATE INVESTIGATIVE SERVICES

Provided by

TIMOTHY J. GABOURIE, PI

Qualified Manager/Owner

of

MAGNUM INVESTIGATIVE SOLUTIONS LLC

Grand Prairie, Texas 75054

(682) 990-9009

Agency License: A07350501

Texas PI License no. 00015557



INVESTIGATIVE SERVICES RETAINER AGREEMENT

This Agreement is entered into on and dated March 18th 2026, by and between Magnum Investigative Solutions LLC, a Texas licensed investigative agency, License No. A7350501, with offices at 2659 Waterfront Dr., Grand Prairie TX, 75054, herein referred to as (AGENCY), and Johnson County with an address of 2 North Main Street, Room 120, Cleburne, Texas 76033, herein referred to as (CLIENT).

SCOPE OF WORK:

CLIENT retains AGENCY to conduct an investigation specifically explained below. CLIENT agrees to pay all fees and costs hereinafter incurred as a result of this investigation. As such, CLIENT agrees that AGENCY is empowered to perform said services for and on behalf of CLIENT, and to do all things necessary, appropriate, or advisable in performing said services for and in the best interests of CLIENT. The parties hereby agree that the following investigative services have been requested by CLIENT under this Agreement and will be provided by AGENCY, but that the actual time and manner in which the following investigative services are conducted shall be left to the sole discretion of the AGENCY.

INVESTIGATIVE ASSIGNMENT:

CLIENT suspects position # A07-002 (hereinafter referred to as the Subject) may be involved in fraudulent employment activities. As such, CLIENT requests that AGENCY initiate an outside independent Internal Affairs Investigation of the Subject commencing as soon as practical upon execution of the Client Retainer and continue until completion of summary tasks or termination by the client. CLIENT also requests that AGENCY:

Summary:

- Conduct interviews and obtain statements of subject and others related to the investigation.
- Examine internal personnel documents.



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- All other investigative activities deemed necessary for the successful completion of investigation.
- _____
- _____

Payment to Agency shall made by standard County procedure by submission of invoices to Johnson County following performance of services and then paid pursuant to procedure applicable to Texas counties.

The budget for the project (inclusive of fees and expense) shall not exceed \$10,000 dollars unless the JOHNSON COUNTY JUDGE provides written authorization to AGENCY to exceed the budget of \$10,000 dollars and in such authorization provides a new limit or budget.

INVOICES SHALL BE SUBMITTED TO:

Johnson County Judge's Office

Attn: Paula Reid

2 North Main Street

Room 120

Cleburn, Texas 76033

RATES

The hourly rate for surveillance is billed at \$ 175.00 per hour/per investigator with a (4) four-hour minimum per investigator per day. Hourly billing will start and end at the Grand Prairie Texas office. The hourly rate for Telephone and/or Personal Interviews, Inquiries, Background, On-Line Investigations, Internet, Computer Database Research, Business/Corporate Record Searches, report writing, and CLIENT conferences shall be billed at \$175. 00 per hour. Holiday cases



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(Federal and State recognized) will be billed at (2) twice the regular hourly rate per Investigator. AGENCY will forward CLIENT statements and/or invoices listing in detail any and all time and expenses incurred in the investigation. In many instances the CLIENT may need the AGENCY to be available on a “stand-by” basis. In such circumstances, the CLIENT shall be charged a minimum of \$500 per day per investigator. CLIENT agrees to compensate the AGENCY at the agreed upon rates for any court appearances or depositions prior to or subsequent to the completion of the investigation, whether under order of subpoena or not and regardless of the party requesting the appearance. If courtroom testimony or deposition regarding this matter or any matter related to this investigation is required, the fee will be \$175.00 per hour per investigator plus expenses with a (5) four-hour minimum per investigator per day will be imposed. Any appearance over (5) hours will incur a flat fee of \$1,000 per investigator per day.

USE OF SUBCONTRACT AND/OR ADDITIONAL INVESTIGATORS:

CLIENT agrees that AGENCY, at AGENCY’s sole discretion, may use sub-contracted investigators, and may immediately engage one or more additional investigator(s), at the agreed upon rate and billed in addition to the hourly investigator rate, (within the authorized budget) which CLIENT hereby AGREES to pay in the course of any assignment where AGENCY determines that one or more additional investigator(s) is needed immediately, such as when a separate investigator is needed to initiate an undercover inquiry, or the subject of our investigation leads the AGENCY to an unusually difficult setting, such as downtown office buildings, airport, public amusement / entertainment / sporting events, etc.

EXPENSES

CLIENT recognizes that AGENCY will likely incur expenses directly associated with conducting said investigation. As such, CLIENT shall be responsible for all reasonable expenses, including, but not limited to mileage, (.65 per mile) tolls, parking, overnight accommodations, meals*, admission fees, videotapes, CD’s, DVD’s, photographic film and processing, long distance telephone charges, public/private transportation, confidential source fees, or any unforeseen expenses necessary to acquire information as requested by CLIENT. Mileage shall be invoiced at



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the rate of .50/mile starting from the AGENCY place of business in Grand Prairie, Texas. *Daily per-diem for food on overnight assignments is \$50.00. per investigator.

CANCELLATION

CLIENT must provide AGENCY with a minimum **Twenty-four (24) hours notice** in case of any cancellation of scheduled activity. A **(4)** four-hour minimum charge will be imposed for each investigator if the CLIENT fails to give **(24)** twenty-four hours notice to AGENCY. **Emergency cases** (short notice) less than **(24)** twenty-four hours from notice to initiation of case will be billed at **(1½)** one and one half times the hourly rate above for the first **(4)** four hours per investigator and regular stated rates after the first **(8)** eight hours. A **(4)** four hour minimum per investigator per day will be imposed. We are not responsible for court delays or cancellations. Forty-eight **(48)** hours notice is required in the event of a cancellation; otherwise, your account will be invoiced for each investigator for each day or portion scheduled.

CLIENT ACKNOWLEDGES THAT AGENCY HAS TO SCHEDULE IN ADVANCE THE AGENCY'S ASSIGNMENTS IN ORDER FOR ITS EMPLOYEES AND CONTRACTORS TO BE AVAILABLE TO PERFORM SURVEILLANCE AND OTHER INVESTIGATIVE SERVICES FOR CLIENT AND FOR AGENCY'S OTHER CUSTOMERS, AND THAT ONCE SCHEDULED, THESE EMPLOYEES AND CONTRACTORS CANNOT BE QUICKLY RESCHEDULED TO OTHER CLIENTS. THEREFORE, CLIENT ALSO AGREES THAT IN THE EVENT AGENCY HAS SCHEDULED SURVEILLANCE, OR ANY OTHER TYPE OF INVESTIGATIVE ACTIVITY, FOR CLIENT FOR A SPECIFIC DAY AND CLIENT CANCELS THIS ASSIGNMENT WITHIN TWENTY-FOUR (24) HOURS OF THE TIME IN WHICH THIS SPECIFIC ASSIGNMENT IS SCHEDULED TO BEGIN, THAT CLIENT SHALL PAY AN AMOUNT EQUAL TO ONE-HALF OF THE AGENCY'S PROJECTED FEES FOR THIS DAY'S ASSIGNMENT TO AGENCY AS A CANCELLATION FEE.

CLIENT further agrees that the following provisions shall also apply to all fees due from CLIENT under this agreement:



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1. In the event that no retainer is collected, then the services provided will be billed by invoice and due upon receipt of said invoice. **CLIENT forfeits all rights to reports, evidence, photographs, video, information and other related items if invoices are not paid within terms.**
2. All outstanding fees are due within 30 days at the completion of this assignment, or upon either the CLIENT or AGENCY's determination that no further action can be taken to complete this assignment.
3. On all assignments, which are expected to last longer than 7 days, that portion of the work that has been completed will be billed weekly and payment will be due ~~upon~~ within 30 days of receipt of the invoice.
4. **JOHNSON COUNTY may cancel this Agreement without cause upon 10 days written notice to AGENCY. County will not be liable for services not already performed at time of cancellation.**

VERBAL UPDATES:

CLIENT agrees that no verbal updates will be provided to CLIENT while AGENCY is engaged in or in the process of performing any surveillance assignments. Oral reports will be provided within 48 hours after the information is obtained or, no sooner than 9:00 a.m. the Monday following any weekend surveillance assignment when reporting information to CLIENT. CLIENT further agrees that if CLIENT is represented by an attorney that AGENCY within the times mentioned in this paragraph may, at AGENCY's sole discretion, provide the reports mentioned above directly to the CLIENT's attorney. CLIENT understands that he/she may be needed to provide information to AGENCY while in the course of a surveillance assignment (vehicle descriptors, color of dress / clothing for the day, etc.) but AGENCY is not obligated to provide a report to CLIENT at the time the additional information is requested. CLIENT further agrees that if CLIENT retains an attorney after entering into this Investigative Services Agreement that CLIENT must provide AGENCY within 24 hours of retaining such attorney, a notice both verbally and in writing, containing the name, address, telephone number and fax number of the attorney.



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CLIENT INTERFERENCE:

CLIENT acknowledges that any interference in this investigation by CLIENT or by CLIENT's friends, relatives, agents, or employees will jeopardize the ability of AGENCY to provide the services promised under this agreement. CLIENT further acknowledges that interference includes, but is not limited to calling the AGENCY and/or employees and contractors while they are trying to perform investigative duties and/or surveillance, asking to ride along on surveillance, driving past locations under surveillance, and/or visiting locations near the location under surveillance. CLIENT agrees not to interfere in any manner whatsoever, or instruct or cause anyone else to interfere, directly or indirectly, while AGENCY is in the course of this investigation. CLIENT understands and agrees that in the event anyone other than AGENCY participates in this investigation, AGENCY will immediately terminate all activity in this assignment and CLIENT will forfeit any unused portion of the retainer.

DISCLAIMER:

CLIENT expressly acknowledges that AGENCY'S fees for services are NOT contingent on the outcome or results of the above referenced investigation. **AGENCY MAKES NO WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE RESULTS OF THIS INVESTIGATION.** No illegal or unethical services will be knowingly provided by AGENCY and CLIENT certifies that he/she/it is not knowingly requesting any illegal services. AGENCY reserves the right to decline or terminate without advance notice any assignment it deems to be illegal or unethical or in AGENCY's sole opinion detrimental to AGENCY. AGENCY will perform services in compliance with all state and federal laws, regulations and best practices. **CLIENT UNDERSTANDS THAT RESULTS OF SURVEILLANCES AND INVESTIGATIONS BY THEIR NATURE ARE NOT GUARANTEED AND ARE LIMITED BY TIME AND RESOURCES. THE INFORMATION OBTAINED MAY NOT BE THAT WHICH IS DESIRED OR IN THE FAVOR OF THE CLIENT.**



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REPORTS

If Requested, AGENCY will generate a written report of the investigation in a timely manner at the completion of the investigation given the CLIENT's account is not in arrears. Every reasonable effort will be made to ensure that the quality of the information will be accurate. However, AGENCY will not be responsible for information contained within database reports which AGENCY has no control over the content. Reports may also include photographs and video tapes. CLIENT understands that surveillance tapes and pictures are by their nature NOT television studio-type productions and are often taken from long distance, from unusual locations and during extreme weather conditions and as such, the quality can be variable. AGENCY will proceed with due diligence to obtain quality video and/or pictures that can be obtained given the circumstances without placing the investigator in any physical harm, unsafe position, or violating privacy statues. Therefore, CLIENT understands that AGENCY fees are not contingent upon the acquisition of any photos or video. No "Audio" recordings will be made relative to surveillance tapes. Original videotapes and/or negatives will not be released to CLIENT, but will remain the property of AGENCY until such time as required to be surrendered in court as evidence. Copies for the purpose of the CLIENT's review will be made at the CLIENT's request and expense.

Original notes or documents considered "work product" will not be released and remain the property of AGENCY. Only the written final report is released to the CLIENT. Original videotapes and/or negatives will not be released to CLIENT, but will remain the property of AGENCY until such time as surrendered in court as evidence. Copies for the purpose of the CLIENT's review will be made at the CLIENT's request and expense.

ACCURACY OF INFORMATION SOURCES

Database search reports are performed strictly by the information provided on the subject by the CLIENT. Any error in spelling, format or sequence of letters, words or numbers can result in wrong information on the subject. Data is supplied from different private sources, computer systems, public information facilities, government open record institutions and might also contain confidential source information. All attempts are made to maintain the integrity of this data. AGENCY cannot be held liable for inaccuracies contained in public record information or



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databases accessed. Furthermore, information has been gathered from sources and individuals deemed reliable by AGENCY; however, no guarantee, warranty, or other representation is made as to the accuracy of information received from third parties, or its suitability for any particular purpose. If the information reported is not “Original Source” information, it is strongly recommended that any information gathered be cross-referenced with “Original Source” information.

RESPONSIBLE USE OF INFORMATION

AGENCY is NOT a consumer reporting AGENCY. AGENCY promotes the responsible use of the information that it provides and reserves the right to withhold information for which AGENCY deems is outside the scope of a permissible purpose or otherwise defined by state and federal law and/or regulation. "Confidential Information" shall not include such information as is or becomes part of the public domain through no action of AGENCY. The CLIENT is responsible to safeguard the information provided from unauthorized third-party disclosure **as defined** by the Gramm-Leach-Bliley Act (GLBA), Fair Credit Reporting Act (FCRA), Fair and Accurate Credit Transactions Act (FACTA), Drivers Privacy Protection Act (DPPA) and Right to Financial Privacy Act (RFPA) and applicable state and federal laws and regulations. It is incumbent upon the CLIENT and their representatives to be fully knowledgeable about such laws and regulations and/or seek legal counsel **prior to dissemination** of reported information. Furthermore, the CLIENT affirms the information requested and/or learned during the investigation is not to be used for harassment, stalking, intimidation, threatening or any other illegal purpose(s).

CLIENT MISREPRESENTATION:

CLIENT attests that he/she has not misrepresented himself, his company, organization or purpose for requesting the services that AGENCY provides. CLIENT understands that misrepresentation in this agreement, in AGENCY’s sole opinion, may result in civil and criminal action against the CLIENT and/or his organization—AGENCY reserves the right to refuse service to the CLIENT for any issue of security, safety, unlawful, unethical or immoral reasons. CLIENT further represents that the information provided by the AGENCY shall be used in a lawful manner and that said information will not be used to cause any physical or emotional harm upon the subject of the investigation.



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VIDEO PHOTOGRAPHY, TAPE REVIEW & COPY CHARGES:

Charges to review, edit and copy Surveillance Tapes will be made at the rate of \$ **175.00** per hour plus cost of media. AGENCY is entitled to bill for copies of 8mm, VHS, Mini-DVC and DVD tapes used and/or submitted to the CLIENT. Photographs, film and processing will be billed at AGENCY's actual cost, plus a reasonable handling fee.

CONFIDENTIALITY

All investigative findings furnished to CLIENT are exclusively for CLIENT'S own use. CLIENT agrees to restrict the dissemination of said findings ONLY to third parties who have a legitimate need to know, and/or authorized by law. AGENCY will keep findings strictly confidential and will not disseminate or release any findings to third parties unless authorized IN WRITING by the CLIENT, or court ordered.

GOVERNING LAW:

This Agreement shall be governed by the laws of the State of TEXAS, CLIENT hereby agrees that in the event of any litigation regarding fees owed to AGENCY, that jurisdiction and venue shall be in JOHNSON COUNTY, TEXAS.

This document being the entire Agreement of both parties is expressed in this document and no verbal understandings, shall alter, modify or change the terms of this contract. CLIENT agrees that AGENCY may assign this agreement to a sub-contractor in part or whole to complete this assignment, but at all times, AGENCY will continue to meet the terms and conditions of this agreement. THE PARTIES AGREE AND UNDERSTAND THAT THE TERMS OF THE JOHNSON COUNTY CONTRACT TERMS ADDENDUM FOR MAGNUM INVESTIGATIVE SOLUTIONS, LLC AGREEMENT SHALL HAVE PRIORITY AND PRECEDENCE OVER ANY CONFLICTING TERM OR TERMS CONTAINED IN CLIENT RETAINER AGREEMENT FOR PRIVATE INVESTIGATIVE SERVICES OR ANY OTHER DOCUMENT PROFFERED TO JOHNSON COUNTY BY AGENCY.

This agreement is binding for the benefit of and upon the parties hereto, their heirs, executors, assigns, legal representatives, and successors. As to terminology context in this agreement,



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singular shall mean plural and vice-versa. Terms used in the male gender serve as function words and do not denote a specific gender but the CLIENT as an individual or entity.

CLIENT has had the opportunity to read this Agreement in full and the option to have it reviewed by an attorney. Having no unanswered questions, CLIENT hereby authorizes this investigation and agrees to all the terms and conditions listed herein. By signing this Agreement, I as CLIENT hereby personally certify and affirm that the information supplied above is true and accurate to the best of my knowledge at this time. I further represent and affirm that I am authorized to order this investigation and financially contract for this assignment. I also understand that my knowingly supplying false or misleading information may result in my case being rejected and/or terminated. I will forfeit any and all funds that may have been paid to AGENCY pertaining to this case if any information is discovered to be false, misleading, or compromising the ethical and/or legal obligations of AGENCY in the sole opinion of AGENCY.



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A signed copy or a signed facsimile of this retainer agreement will be valid as an original.

AGREED BY THE PARTIES HERETO:

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:


~~Christopher Boedeker~~ Adam Kinoy
~~As Johnson County Judge~~ As Johnson County Sheriff

Date

Attest: _____
County Clerk, Johnson County

Date

MAGNUM INVESTIGATIVE SOLUTIONS, LLC:


Signature

18 MAR 2026
Date

Timothy J. Gabourie
Printed Name

Owner/ Investigator (Position at Company)
MAGNUM INVESTIGATIVE SOLUTIONS, LLC

**JOHNSON COUNTY CONTRACT TERMS
ADDENDUM FOR
MAGNUM INVESTIGATIVE SOLUTIONS, LLC AGREEMENT**

The Johnson County Commissioners Court Finds, and the Parties Agree, as Follows:

1.1

This **Addendum** is part of an Agreement between **JOHNSON COUNTY, TEXAS**, a political subdivision of the State of Texas, (hereinafter referred to as “**COUNTY**” or “**JOHNSON COUNTY**” and **MAGNUM INVESTIGATIVE SOLUTIONS, LLC**. Said **MAGNUM INVESTIGATIVE SOLUTIONS, LLC** may be referred to herein as “**MAGNUM**” or “**AGENCY**”.

1.2

JOHNSON COUNTY and MAGNUM as applicable, may be collectively identified as the “**Parties**” or each individually a “**Party**”. This **Addendum is part of the Agreement with MAGNUM and is intended to modify (as set forth in this Addendum) all documents, including the Quotes and the Terms and Retainer Agreements for JOHNSON COUNTY put forth by MAGNUM. This Addendum modifies (as set forth in this Addendum) any other document proffered to COUNTY by MAGNUM or their agents and other documents defining the Agreement between JOHNSON COUNTY, TEXAS and MAGNUM.**

1.3

OMITTED. SECTION APPLICABLE TO PURCHASE MADE THROUGH A PURCHASING CO-OP.

1.4

Severability. Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

1.5

COUNTERPARTS PROVISION – OMITTED FOR THIS AGREEMENT

2.1

This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in the Northern District of Texas, Dallas Division.

2.2

Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.

2.3

Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.

2.4

Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. JOHNSON COUNTY will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.

3.1

The Parties agree that under the Constitution and laws of the State of Texas, JOHNSON COUNTY CANNOT enter into an agreement whereby JOHNSON COUNTY agrees to indemnify or hold harmless any other party; therefore, all references of any kind to JOHNSON COUNTY indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.

3.2

Article XI, Section 7(a) of the Texas constitution provides in relevant part:

... But no debt for any purpose shall ever be incurred in any manner by any city or county unless provision is made, at the time of creating the same, for levying and collecting a sufficient tax to pay the interest thereon and provide at least two per cent (2%) as a sinking fund, except as provided by Subsection (b) ...

This provision is interpreted with respect to contractual obligations of Texas county and city government entities to prohibit such government entities from entering into an indemnity agreement and to nullify such agreement provisions.

4.1

The Parties agree and understand that COUNTY is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that COUNTY'S general liability and vehicle insurance coverage is with the Texas

Association of Counties Risk Pool and said “insurance coverage” is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that COUNTY does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

4.2

The Parties agree and understand that COUNTY will not agree to waive any rights and remedies available to COUNTY under the Uniform Commercial Code (“UCC”); therefore, any provision to the contrary is hereby deleted.

4.3

The Parties agree and understand that COUNTY will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

4.4

The Parties agree and understand that COUNTY will provide statutory workers compensation for its employees; however, COUNTY does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

5.1

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

- a. the date the governmental entity receives the goods under the contract;
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.025 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

5.2

Texas Local Government Code Section 113.064. Approval of Claims by County Auditor, provides:

“(a) In a county that has the office of county auditor, each claim, bill, and account against the county must be filed in sufficient time for the auditor to

examine and approve it before the meeting of the commissioners court. A claim, bill, or account may not be allowed or paid until it has been examined and approved by the auditor....”

Texas law requires that all disbursements of County funds be approved by the County Auditor and the Commissioners Court prior to such disbursement. JOHNSON COUNTY can and will make due disbursements following the approval of the disbursement by Commissioners Court (following the COUNTY’S receipt and review of a proper invoice through the proper COUNTY department responsible for the purchase of the goods or services). JOHNSON COUNTY cannot and does not authorize any entity to directly access County funds. MAGNUM understands that the JOHNSON COUNTY Commissioners Court normally meets on the second and fourth Monday of each month or the day following such Monday if the Monday is a County holiday. MAGNUM further understands that invoices must be received by the COUNTY **not less than fourteen (14) days prior** to the Commissioners Court meeting in order for a payment to be reviewed by the necessary departments and offices and placed on the “bill run” for the Commissioners Court.

5.3

JOHNSON COUNTY does not authorize MAGNUM or any entity to initiate debit entries to JOHNSON COUNTY’S account at any financial institution. Any provision in any document authorizing an entity to access COUNTY funds or financial accounts electronically or otherwise and to make withdrawals or transfers of such funds is hereby deleted and is of no effect and the Agreement shall be deemed modified to comport with payment procedure prescribed by Texas law for Texas counties.

6.1

No officer, member, or employee of COUNTY, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project or purchase is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project or purchase shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2

To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that JOHNSON COUNTY, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act. In the event of a request for documents or materials pursuant to the Texas Public Information Act

(Texas Government Code Chapter 552) or similar law pertaining to documents or information COUNTY reasonably believes that MAGNUM might lawfully seek to claim as confidential, then COUNTY will forward the request to MAGNUM. It shall be the obligation of MAGNUM to prepare and submit to the Texas Attorney General's Office any claim and supporting brief or materials necessary to assert a claim that the documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. County will cooperate with MAGNUM in making such submission to the Texas Attorney General's Office. **MAGNUM acknowledges and understands that contracts, agreements, payment and revenue of a political subdivision of the State of Texas are public information and are not confidential.**

6.3

Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

6.4

Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

6.5

It is understood and agreed that JOHNSON COUNTY will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

6.6

JOHNSON COUNTY shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

7.1

MAGNUM certifies that pursuant to Section 231.006 of the Texas Family Code (regarding unpaid child support) that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. MAGNUM hereby certifies that it is not ineligible to receive State or Federal funds due to child support arrearages

7.2

MAGNUM verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017. MAGNUM verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

7.3

MAGNUM verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

7.4

MAGNUM verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it:

- (1) does not boycott energy companies; and
- (2) will not boycott energy companies during the term of the contract.

In this provision:

- (1) “Boycott energy company” has the meaning assigned by Section 809.001.
- (2) “Company” has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.
- (3) “Governmental entity” has the meaning assigned by Section 2251.001.

7.5

At any time following the expiration of 365 DAYS from the execution of the contract, COUNTY may terminate the contract at its discretion, without charges for unutilized term, or penalty of any kind, by giving MAGNUM 30 days written notice of such termination. This provision shall not be deemed to conflict with any other provision allowing JOHNSON COUNTY to terminate the contract upon a shorter or lesser notice.

7.6

OMITTED - “CHINA TECH PROHIBITIONS” – NOT APPLICABLE

8.1

Notwithstanding any other provisions contained in the contract documents, any amendment to the terms of the contract must be specifically approved by the Commissioners Court of JOHNSON COUNTY and signed by the Johnson County Judge or the COUNTY employee or official to whom authority has been explicitly delegated by the Commissioners Court.

8.2

Notwithstanding any other provision in this Addendum or the associated documents, to

the extent **MAGNUM** is being contracted to provide information technology and services or to maintain and make available information for use by **JOHNSON COUNTY** and the public, including documents, data, content and records then said documents, data, content and records are and shall be the exclusive property of **JOHNSON COUNTY, TEXAS** or the State of Texas or a political subdivision thereof.

8.3

OMITTED – PERTAINS TO CONSTRUCTION AND ENGINEERING SERVICES

8.4

OMITTED – PERTAINS TO STORAGE OF DATA FOR COUNTY

8.5

OMITTED – PERTAINS TO STORAGE OF DATA FOR COUNTY

8.6

The parties agree **Johnson County** is **NOT** bound and shall not be bound to or liable for any condition, duty, obligation or requirement that is set forth only by reference to additional Documents that are not part of the physical document approved by the Commissioners Court and made part of the minutes of the **Johnson County Commissioners Court**. Provisions which **MAGNUM** seeks to make terms of the contract or agreement by references to links or websites for contract terms are rejected by **JOHNSON COUNTY** and **CANNOT** and **WILL NOT** be enforced against **JOHNSON COUNTY**.

8.7

JOHNSON COUNTY is not subject to any provision that may be changed without notice or that may be changed without specific overt consideration and approval by the Commissioners Court of **Johnson County** acting on that change, modification or amendment to the contract or its terms occurring after the date of the execution of this Addendum.

8.8

Notwithstanding any provision set forth in the **RETAINER AGREEMENT** for **JOHNSON COUNTY** or any other document put forth by **MAGNUM**, **JOHNSON COUNTY** does not waive any rights or remedies available to a Texas political subdivision pursuant to Texas law. This provision supersedes any contrary provision.

8.9

MAGNUM will not factor its receivables (from **JOHNSON COUNTY**) to any company or bank without the permission of the **Johnson County Commissioners Court**.

9.1

In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to JOHNSON COUNTY in the Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted. **THE TERMS OF THIS JOHNSON COUNTY CONTRACT TERMS ADDENDUM SHALL BE FULLY OPERATIVE AND HAVE PRIORITY OVER ALL OTHER DOCUMENTS AND TERMS AND ANY TERM TO THE CONTRARY IN OTHER DOCUMENT(S) PUT FORTH BY MAGNUM IS HEREBY DELETED.**

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:

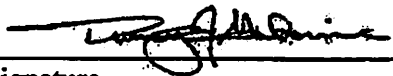
~~Christopher Boedeker~~ Adam King
~~As Johnson County Judge~~ As Johnson County Sheriff

Date

Attest: _____
County Clerk, Johnson County

Date

MAGNUM INVESTIGATIVE SOLUTIONS, LLC:


Signature

03/18/2026
Date

Timothy J Gabourie
Printed Name

Owner/Investigator (Position at Company)
MAGNUM INVESTIGATIVE SOLUTIONS, LLC



**Texas Department of Public Safety
Regulatory Services Division
Certificate of Private Security Licensure**



MAGNUM INVESTIGATIVE SOLUTIONS LLC

A07350101

Is Duly Licensed as
Investigations Company

Freeman F. Marti

Director, Department of Public Safety

EXPIRES: 06/30/2026

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division, 5806 Guadalupe Street, Austin, Texas 78752.
<http://www.dps.texas.gov>