

NAVARRO COUNTY COMMISSIONER'S COURT

A special meeting of the Navarro County Commissioner's Court was held on Friday, 21st Day of December, 2012 AT 10:30 A.M., in the Basement Conference Room of the Navarro County Courthouse in Corsicana, Texas. Presiding Judge HM Davenport, Commissioners Present James Olsen, Dick Martin, and David Warren

1. 10:58 A.M. Motion to convene by Comm. Olsen sec by Comm. Warren  
All voted aye motion carried
2. Prayer by Commissioner Olsen
3. Pledge of Allegiance
4. Public comments-no comments

**Regular Agenda**

5. Motion to approve newly elected sheriff's bonds by Comm. Martin sec by Comm. Olsen  
All voted aye motion carried **TO WIT PG 1252-1259**
6. Motion to adjourn by Comm. Martin sec by Comm. Olsen  
All voted aye motion carried

I SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR DECEMBER 21st, 2012

SIGNED           21st           DAY OF December 2012.

  
SHERRY DOWD, COUNTY CLERK



1252

Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Navarro } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 61546938

That we, Elmer Tanner, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto 1Governor, his successors in office, in the sum of 2 Thirty Thousand and 00/100 DOLLARS (\$30,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 17th day of December, 2012.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 3rd day of November, 2012, duly Elected (Elected—Appointed) to the office of Sheriff in and for 3Navarro County, State of Texas, for a term of 4 year s commencing on the 1st day of January, 2013.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup>

faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

*Elmer Tanner*

Principal

WESTERN SURETY COMPANY

By

*Paul T. Bruffat*

Paul T. Bruffat, Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }  
County of \_\_\_\_\_ } ss

Before me, \_\_\_\_\_ on this day, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL \_\_\_\_\_ County, Texas

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL \_\_\_\_\_ County, Texas

OATH OF OFFICE  
(General)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL \_\_\_\_\_ County, Texas

THE STATE OF TEXAS }  
County of NAVARRO } ss

The foregoing bond of ELMER TANNER as  
County Sheriff in and for NAVARRO County and State of Texas, this day  
approved in open Commissioner's Court.

ATTEST:  
Sherry Daniel Clerk  
County Court Navarro County

Date December 21, 2012  
[Signature] County Judge,  
NAVARRO County, Texas

THE STATE OF TEXAS }  
County of \_\_\_\_\_ } ss

I, \_\_\_\_\_, County Clerk, in and for said County, do hereby certify  
that the foregoing Bond dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, with its certificates of  
authentication, was filed for record in my office the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at  
\_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at  
\_\_\_\_\_ o'clock \_\_\_\_\_ M., in the Records of Official Bonds of said County in Volume \_\_\_\_\_, on page  
\_\_\_\_\_.

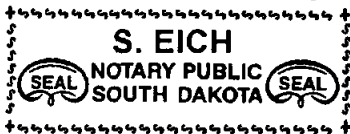
WITNESS my hand and the seal of the County Court of said County, at office in \_\_\_\_\_,  
Texas, the day and year last above written.

\_\_\_\_\_  
Clerk  
By \_\_\_\_\_ Deputy \_\_\_\_\_ County Court \_\_\_\_\_ County

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 17th day of December,  
2012, personally appeared Paul T. Bruflat to me known to be the identical  
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the  
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the  
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



S. Eich  
Notary Public

My Commission Expires February 12, 2015



RLI Surety  
A Division of RLI Insurance Company  
P.O. Box 3967 Peoria, IL 61612-3967  
Phone: 309-692-1000 Fax: 309-692-8637

**PUBLIC EMPLOYEES BLANKET BOND  
INCLUDING  
PUBLIC SCHOOL SYSTEM**

Bond No. - FID8002580

Item 1. Name of Oblige: Navarro County Sheriff's Department

Item 2. Name of Insured: Navarro County Sheriff's Department

Item 3. Bond Period: From the beginning of the 1st day of January, 2009, to 12 o'clock night on the effective date of the cancellation or termination of this Bond as an entirety.

Item 4. Insuring Agreement 1	Honesty Blanket Bond Coverage	_____
Insuring Agreement 2	Honesty Blanket Position Bond Coverage	_____
Insuring Agreement 3	Faithful Performance Blanket Bond Coverage	_____
Insuring Agreement 4	Faithful Performance Blanket Position Bond Coverage	<u>\$2,000.00</u>

Item 5. The liability of the Company is subject to the terms of the following riders attached hereto:

Item 6. The Oblige and the Insured by the acceptance of this Bond give notice to Company terminating or cancelling prior Bond(s) No.(s) \_\_\_\_\_

Such termination or cancellation to be effective as of the time this Bond becomes effective.

**I. INSURING AGREEMENT**

RLI Insurance Company (the "Company"), in consideration of the payment of the premium, and subject to the Declarations made a part hereof, the General Agreement, Conditions and Limitations, and other terms of this Bond, agrees, in accordance with such of the Insuring Agreements hereof as are specifically designated by the insertion of an amount of indemnity in the Table of Limits of Liability, to indemnify the Oblige for the use and benefit of the Insured for:

- A. **Honesty Blanket Bond Coverage.** Loss sustained by the Insured through any fraudulent or dishonest act or acts committed by any of the Employees, acting alone or in collusion with others, during the Bond Period, to an amount not exceeding in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 1.
- B. **Honesty Blanket Position Bond Coverage.** Loss sustained by the Insured through any fraudulent or dishonest act or acts committed by any of the Employees, acting alone or in collusion with others, during the Bond Period, the amount of indemnity on each of such Employees being the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 2.
- C. **Faithful Performance Blanket Bond Coverage.** Loss caused to the Insured through the failure of any of the Employees, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all monies and property received by virtue of his position or employment during the Bond Period to an amount not exceeding in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 3.
- D. **Faithful Performance Blanket Position Bond Coverage.** Loss caused to the Insured through the failure of any of the Employees, acting alone or in collusion with others, to perform, faithfully his duties or to account properly for all monies and property received by virtue of his position or employment during the Bond Period, the amount on each of such Employees being the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 4.

## II. DEFINITIONS

The following terms, as used in this Bond, shall have the respective meanings stated in this Section.

- A. **"Employee"** as used in Insuring Agreements 1 and 2 means a person while in the employ of the Insured during the Bond Period who is not required by law to give bond conditioned for the faithful performance of his duties and who is a member of the staff or personnel of the Insured but does not mean the Treasurer or Tax Collector by whatever title known, of the Insured.
- B. **"Employee"** as used in Insuring Agreements 3 and 4 means a person while in the employ of the Insured during the Bond Period who is not required by law to furnish an Individual Bond to qualify for office and who is a member of the staff or personnel of the Insured but does not mean any Treasurer or Tax Collector by whatever title known.

## III. GENERAL AGREEMENTS

- A. **Loss Under Prior Bond.** If the coverage of an Insuring Agreement of this Bond is substituted for any prior bond carried by the Insured or by any predecessor in interest of the Insured which prior bond is terminated, cancelled or allowed to expire as of the time of such substitution, the Company agrees that such Insuring Agreement applies to loss sustained by, or caused to the Insured, as the case may be, prior to or during the Bond Period, provided that such loss is discovered after the beginning of the Bond Period and prior to the expiration of three years from the cancellation of this Bond as an entirety and that such loss would have been recoverable by the Insured or such predecessor under such prior bond except for the fact that the time within which to bring suit, action or proceeding of any kind thereunder had expired, and provided further:
  - (1) The indemnity afforded by this General Agreement shall be a part of and not in addition to the amount of coverage afforded by the applicable Insuring Agreement of this Bond; and
  - (2) such loss would have been covered under such Insuring Agreement had such Insuring Agreement with its agreements, conditions and limitations as of the time of such substitution been in force when the acts or defaults causing such loss were committed; and
  - (3) recovery under such Insuring Agreement on account of such loss shall in no event exceed the amount which would have been recoverable under such Insuring Agreement in the amount for which it is written as of the time of such substitution, had such Insuring Agreement been in force when such acts or defaults were committed, or the amount which would have been recoverable under such prior bond had such prior bond continued in force until the discovery of such loss if the latter amount be smaller.
- B. **Student Activities.** When this Bond is written for a Public School System, **"Employee"** as above defined shall also be deemed to include any student enrolled in a school under the jurisdiction of the Insured while handling or having possession of property or funds in connection with sanctioned student activities.

Any loss of such property or funds through any act or default covered by this Bond and committed by any **Employee** shall be deemed to be a loss sustained by the Insured under this Bond, whether or not the Insured is legally liable therefor.

## IV. CONDITIONS AND LIMITATIONS

- A. **Unidentifiable Employee.** In case a loss is alleged to have been caused to the Insured through acts or defaults by an **Employee** covered under an applicable Insuring Agreement of this Bond, while such Insuring Agreement is in full force and effect and the Insured shall be unable to designate the specific **Employee** causing such loss, the Insured shall nevertheless have the benefit of such Insuring Agreement provided that the evidence submitted reasonably establishes that the loss was in fact caused by such **Employee** through such acts or defaults and provided, further, that regardless of the number of such **Employees** concerned or implicated in such loss, the aggregate liability of the Company for any such loss shall not exceed the amount stated in Item 4 of the Declarations applicable to such Insuring Agreement.

- B. Exclusion.** This Bond does not cover any loss sustained by, or caused to, the Insured under circumstances whereby and to the amount which the Obligee or the Insured voluntarily undertakes or is obligated by law to exonerate or indemnify any of the Employees against liability incurred by them in the performance of their duties.
- C. Limits of Liability.** Indemnification by the Company for any loss under Insuring Agreement 1 or 3 shall not reduce the Company's liability for other losses under the applicable Insuring Agreement, whenever sustained; provided, however, that the Company's total liability under each such Insuring Agreement for any loss caused by any **Employee** or in which such **Employee** is concerned or implicated is limited to the applicable amount of indemnity specified in the Table of Limits of Liability.

Indemnification by the Company for any loss under Insuring Agreement 2 or 4 shall not reduce the Company's liability for other losses under the applicable Insuring Agreement, whenever sustained; provided, however, the Company's total liability under each such Insuring Agreement as to each **Employee** is limited to the applicable amount of indemnity specified in the Table of Limits of Liability.

Regardless of the number of years this Bond shall continue in force and the number of premiums which shall be payable or paid, the limit of the Company's liability as specified in the Table of Limits of Liability shall not be cumulative from year to year or period to period.

- D. Limit of Liability Under This Bond and Any Prior Bond.** With respect to loss under Insuring Agreement 1 or 3 caused by any **Employee** or in which such **Employee** is concerned or implicated or which is chargeable to such **Employee** as provided in Section IV, Item A of this Bond and with respect to loss under Insuring Agreement 2 or 4 caused by any **Employee** or which is chargeable to such **Employee** as provided in Section IV, Item A of this Bond and with respect to loss under any Insuring Agreement which occurs partly during the Bond Period and partly during the period of other bonds issued by the Company to the Insured or to any predecessor in interest of the Insured and terminated or cancelled or allowed to expire and in which the period specified therein for bringing suit, action or proceeding of any kind, or if no such period is specified therein, then within the period prescribed by the applicable statutes of limitations, has not expired at the time such loss thereunder is discovered, the total liability of the Company under this Bond and under such other bonds shall not exceed, in the aggregate, the amount carried under the applicable Insuring Agreement of this Bond on such loss or the amount available to the Insured under such other bonds, as limited by the terms and conditions thereof, for any such loss if the latter amount be larger.
- E. Legal Proceedings.** No suit, action or proceeding of any kind to recover on account of loss under this Bond shall be brought after the expiration of three years from the cancellation of this Bond as an entirety provided, however, that if such limitation for bringing suit, action or proceeding is prohibited or made void by any law controlling the construction of this Bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of the limitation permitted by such law.

## V. CANCELLATION

This Bond shall be deemed cancelled as to any **Employee**:

- A.** Immediately upon discovery by the Obligee or the Insured of any act on the part of such **Employee** which would constitute a liability of the Company under the applicable Insuring Agreement covering such **Employee**;
- B.** At 12 o'clock night upon the effective date specified in a written notice mailed to the Obligee and the Insured. Such date shall be not less than thirty days after the date of mailing. The mailing by the Company of notice as aforesaid to the Obligee and the Insured shall be sufficient proof of notice. Delivery of such written notice by the Company shall be equivalent to mailing.

1258

This Bond may be cancelled by the Obligee or the Insured by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Bond may be cancelled by the Company by mailing to the Obligee and the Insured written notice stating when, not less than thirty days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the Obligee or the Insured or by the Company shall be equivalent to mailing. If the Obligee or the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustments may be made at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

If any of the cancellation provision set forth in either or both of the foregoing paragraphs of this Section are prohibited or made void by any law controlling the construction of this Bond, such provisions to the extent they are so prohibited or made void shall be deemed to be nullified and of no effect.

Dated this 9th day of December, 2008.

Countersigned

**RLI Insurance Company**

By \_\_\_\_\_  
Authorized Individual

By *Joseph E. Michael*  
President



From:

12/21/2012 11:51

#979 P.001/001

1259

903 654 3097  
SUSTIN

# Invoice

## Cooper & French Insurance Agency Inc.

1465 West 2nd Ave. - Suite 100  
P.O. Box 3116  
Corsicana TX 75151  
Phone: (903) 872-8341  
Fax: (903) 872-5694

Invoice Number: **63831**

Bill To: **Navarro County Sheriffs**  
Department  
312 West 2nd Ave  
Corsicana TX 75110

Contact Code: NAVARROC005  
Agency Contact: AMSCONV

Invoice Date	Agent	Due Date	Effective Date	Expiration Date
12/21/2012	DAA	1/15/2013	1/1/2013	1/1/2014

Type	LOB	Company	Policy Number	Reference	Amount
REN	BONDS	RLI	FID8002580	Policy Generated NEW - Navarro County Sheriffs	\$928.00

\$2,000 Deputy Sheriff and Reserve Officers Blanket Bond. This bond does not have expiration date. Payment of this invoice continues coverage for another year. The terms of this bond do not require the issuance of a new bond each year. We appreciate your business.

Invoice Total: **\$928.00**