

Item C5



Travis County Commissioners Court Agenda Request

Meeting Date: July 9, 2013

Prepared By/Phone Number: Melissa Velasquez, County Judge's Office
Elected/Appointed Official/Dept. Head: Samuel T. Biscoe, County Judge
Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

APPROVE BOND FOR ROBERT GUTIERREZ, CHIEF DEPUTY
CONSTABLE, PRECINCT FIVE.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached is the Bond.

STAFF RECOMMENDATIONS:

Recommend approval.

ISSUES AND OPPORTUNITIES:

None.

FISCAL IMPACT AND SOURCE OF FUNDING:

Invoices for the bonds are paid from the Risk Management fund in HRMD.

REQUIRED AUTHORIZATIONS:

Margie Solano, Risk Management, HRMD
Carlos Lopez, Travis County Constable, Precinct 5

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, agenda@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IA 50321-1158
(515) 243-8171
(515) 243-3854 FAX


MERCHANTS
BONDING COMPANY

AUSTIN OFFICE
P.O. BOX 26720
AUSTIN, TX 78756-0720
(512) 343-9033
(512) 343-8363 FAX

TEXAS OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Travis

} ss.

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Robert Gutierrez, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Governor of the State of Texas, his successors in office, in the sum of One Thousand Five Hundred Dollars (\$1,500.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 1st day of July, 2013, duly Appointed to the office of Chief Deputy Constable in and for Travis County in the State of Texas, for a term beginning the 1st day of July, 2013 and ending the 31st day of December, 2016.

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

"faithfully perform the duties of office"

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 canceled 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.

Dated this 2nd day of July, 2013

Robert Gutierrez

Principal

Robert Gutierrez
MERCHANTS BONDING COMPANY (Mutual)

By: Carla D White Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of _____

} ss.

Before me, _____, a notary public, on this day personally appeared

Robert Gutierrez known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at _____

this _____ day of _____,

SEAL _____