

Vernon's Texas Statutes and Codes Annotated
Government Code (Refs & Annos)
Title 2. Judicial Branch (Refs & Annos)
Subtitle A. Courts
Chapter 26. Constitutional County Courts (Refs & Annos)
Subchapter A. General Provisions

V.T.C.A., Government Code § 26.001

§ 26.001. Bond

Effective: September 1, 2017
[Currentness](#)

(a) Before beginning the duties of the office, the county judge must execute a bond that:

(1) is payable to the treasurer of the county;

(2) is in the amount set by the commissioners court of:

(A) subject to Paragraph (B), not less than \$1,000 nor more than \$10,000; or

(B) for a county judge presiding in the county court over guardianship proceedings, as defined by [Section 1002.015, Estates Code](#), or over probate proceedings, as defined by [Section 22.029, Estates Code](#), not less than:

(i) \$100,000 for a court in a county with a population of 125,000 or less; or

(ii) \$250,000 for a court in a county with a population of more than 125,000; and

(3) is conditioned that the judge will:

(A) faithfully perform all duties of office; and

(B) for a county judge presiding in the county court over guardianship or probate proceedings, perform the duties required by the Estates Code .

(b) The bond executed as required by Subsection (a) must be approved by the commissioners court.

(c) In lieu of the bond required by Subsection (a)(2)(B), a county may elect to obtain insurance against losses caused by the gross negligence of a county judge in performing the duties of office. The commissioners court of a county shall pay the premium for the insurance out of the general funds of the county.

Credits

Acts 1985, 69th Leg., ch. 480, § 1, eff. Sept. 1, 1985. Amended by Acts 2017, 85th Leg., ch. 515 (S.B. 40), § 2, eff. Sept. 1, 2017.

[Notes of Decisions \(5\)](#)

V. T. C. A., Government Code § 26.001, TX GOVT § 26.001

Current through the end of the 2019 Regular Session of the 86th Legislature

End of Document

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FILED
 AT 1:40 O'CLOCK P. M.
 DEC 22 2020
 ARTURO G. JARA JR. COUNTY CLERK
 BY _____ DEPUTY

OLD REPUBLIC SURETY COMPANY

(800) 217-1792

OFFICIAL BOND AND OATH

Bond Number POB2126304

KNOW ALL PERSONS BY THESE PRESENTS:

That we, SERGIO J. VALDEZ, of 7609 N. CYNTHIA ST as Principal, and OLD REPUBLIC SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the LITA L. LEO-HIDALGO COUNTY TREASURER and/or his/her successors in the penal sum of TEN THOUSAND AND NO/100 (\$ 10,000.00), for the payment of which we hereby bind ourselves, or heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and DATED this 22ND day of DECEMBER, 2020.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above bounden Principal was on the 1ST day of JANUARY, 2021, duly _____
 (Elected - Appointed)
 to the office of JUDGE COUNTY COURT AT LAW #7 in and for COUNTY COURT AT LAW #7 County in the State of Texas, for a term of 4 year(s) commencing on the 1ST day of JANUARY, 2021.

NOW, THEREFORE, if the said Principal shall faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall: *(Check if conditions apply)*

- "Will faithfully pay over, in the manner prescribed by law, all money which he may collect or which may come to his hands for the State or for any county."
- "That he will faithfully pay over in the manner prescribed by law all moneys which he may collect or which may come to his hands for the State or any county."
- "That he will pay over to the person or officer entitled to receive it, all moneys that may come into his hands as county judge, and that he will pay over to his county or moneys illegally paid to him out of county funds, as voluntary payments or otherwise, and that he will not vote or give his consent to pay out county funds except for lawful purposes."
- "For the safekeeping of the records and the faithful discharge of the duties of his office, and further conditioned that said clerk will pay over to his county all moneys illegally paid to him out of the county funds, as voluntary payments or otherwise."
- "For the faithful performance of his duties."
- "Shall faithfully execute the duties of his office and pay over according to law, all moneys which shall come into his hands as county treasurer, and render a true account thereof to said court at each regular term of said court."
- "For the faithful discharge of the duties of his office."
- "Upon the faithful performance of his duties"
- "That he will faithfully perform the duties of his office."
- "That he shall well and truly perform the duties of his office."
- "That he will account for and pay over to the persons authorized by law to receive the same, all fines, forfeitures and penalties that he may collect for the use of the State or any county, and that he will well and truly execute and make due return of all process and precepts to him lawfully directed, and pay over all sums of money collected by him by virtue of any process or precepts, to the person to whom the same are due, or their lawful attorney, and that he will faithfully perform all such duties as may be required of him by law, and further conditioned that he will pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise."

- "For the faithful performance of the duties of his office, that he will pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise and that he will not vote or give his consent to pay out county funds except for the lawful purposes"
- "That he will faithfully and impartially discharge the duties required of him by law and will promptly pay over to the party entitled to receive it, all moneys that may come into his hands during his term of office."
- "For _____ the by law."
- "Upon the faithful and impartial performance of the duties of his office."
- "For the faithful performance of the duties of his office as Assessor and Collector of taxes for and during the full term for which he was elected or appointed."

then this obligation shall 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 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. Per Insurance Code Title 5, Subtitle C, Chapter 551.152, this bond will not be cancelled or nonrenewed based solely on the fact that the Principal is an elected official.

 SERGIO J. VALDEZ Principal

 OLD REPUBLIC SURETY COMPANY

 Surety



(Seal)

By: _____
 Attorney-in-Fact

ACKNOWLEDGEMENT 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/she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, at _____, Texas, this _____ day of _____, 20_____.

(Seal)

 Notary Public

 County, Texas

Notary Expiration Date: _____

**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 _____, 20_____.

(Seal)

Notary Public
_____ 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 _____, 20_____.

(Seal)

Notary Public
_____ County, Texas

THE STATE OF TEXAS } ss
County of _____

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

ATTEST:

Date: _____, 20_____.

Clerk
County Court _____ County

County Judge,
_____ County, Texas

THE STATE OF TEXAS } ss
County of _____

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, 20_____, with its certificates of authentication, was filed for record in my office the _____ day of _____, 20_____, at _____ o'clock ____M., and duly recorded the _____ day of _____, 20_____, 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