

CITY OF ARDMORE
Office of City Manager

Council Letter No. 4667
Meeting Date: October 7, 2019

Mayor and City Commission
City of Ardmore, Oklahoma

RE: Surety Bond for Ardmore Development Authority

Dear Mayor and Commissioners:

The Surety Bond is issued by Oklahoma Municipal Assurance Group (OMAG) contracted between Western Surety Company and Ardmore Development Authority. The Ardmore Development Authority requests the Ardmore City Commission acknowledge and consent to Surety Bond No. 72189496 with a Faithful Performance Blanket Position Bond Coverage of \$100,000.00.

Staff respectfully recommends acknowledgment and consent to the Surety Bond issued by Oklahoma Municipal Assurance Group (OMAG) contracted between Western Surety Company and Ardmore Development Authority.

Respectfully Submitted,


J.D. Spohn
City Manager

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES



Western Surety Company

(A Stock Company, herein called Surety)

PUBLIC EMPLOYEES BLANKET BOND Including Public School System

Bond No. 72189496

DECLARATIONS

Item 1. Name of Obligor: Ardmore Development Authority

Item 2. Name of Insured: Ardmore Development Authority

Item 3. Bond Period: From the beginning of the 19th day of August, 2019,
to 12 o'clock night on the effective date of the cancellation or termination of this bond as an entirety.

Item 4. Table of Limits of Liability		
Insuring Agreement 1	Honesty Blanket Bond Coverage <i>(Coverage for all employees up to the bond limit, not per employee)</i>	_____
Insuring Agreement 2	Honesty Blanket Position Bond Coverage <i>(Coverage amount is per employee up to bond limit)</i>	_____
Insuring Agreement 3	Faithful Performance Blanket Bond Coverage <i>(Includes honesty coverage, coverage of all employees up to bond limit) (Insuring Agreement 1 is automatically included if Insured Agreement 3 is selected)</i>	_____
Insuring Agreement 4	Faithful Performance Blanket Position Bond Coverage <i>(Includes honesty coverage, covers each employee up to bond limit) (Insuring Agreement 2 is automatically included if Insured Agreement 4 is selected)</i>	<u>\$100,000.00</u>

Item 5. The liability of the Surety is subject to the following conditions or to the terms of riders which may be attached.

Item 6. The Obligor and the Insured by the acceptance of this Bond give notice to Surety terminating or cancelling prior Bond(s) No.(s)

such termination or cancellation to be effective as of the time this bond becomes effective.

The Surety, 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 coverage in the Table of Limits of Liability, to indemnify the Obligor for the use and benefit of the Insured for:

INSURING AGREEMENTS

Honesty Blanket Bond Coverage

1. 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.

Honesty Blanket Position Bond Coverage

2. 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.

Faithful Performance Blanket Bond Coverage

3. Loss caused to the Insured through the failure of any of the Employees, acting alone or in collusion with others, to perform duties faithfully or to account properly for all monies and property received by virtue of their 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.

Faithful Performance Blanket Position Bond Coverage

4. Loss caused to the Insured through the failure of any of the Employees, acting alone or in collusion with others, to perform duties faithfully or to account properly for all monies and property received by virtue of their position or employment 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 4.

GENERAL AGREEMENT

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 Surety 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 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.

THE FOREGOING INSURING AGREEMENTS AND GENERAL AGREEMENT ARE SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

DEFINITIONS

Section 1. The following terms, as used in this Bond, shall have the respective meanings stated in this Section:

"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 their 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.

"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.

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 student activities or while handling or having possession of U.S. Savings Bonds or Stamps or funds in connection with the purchase or sale of such Bonds or Stamps.

Any loss of such property, funds, Bonds or Stamps 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.

UNIDENTIFIABLE EMPLOYEE.

Section 2. 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 Surety for any such loss shall not exceed the amount stated in Item 4 of the Declarations applicable to such Insuring Agreement.

EXCLUSION

Section 3. This Bond does not cover any loss sustained by, or caused to, the Insured under circumstances whereby and to the amount which the Oblige 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.

LIMITS OF LIABILITY

Section 4. Indemnification by the Surety for any loss under Insuring Agreement 1 or 3 shall not reduce the Surety's liability for other losses under the applicable Insuring Agreement, whenever sustained; provided, however, that the Surety'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 Surety for any loss under Insuring Agreement 2 or 4 shall not reduce the Surety's liability for other losses under the applicable Insuring Agreement, whenever sustained; provided, however, the Surety'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 Surety's liability as specified in the Table of Limits of Liability shall not be cumulative from year to year or period to period.

**LIMIT OF LIABILITY UNDER THIS BOND
AND ANY PRIOR BOND**

Section 5. 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 2 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 2 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 Surety 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 statute of limitations, has not expired at the time such loss thereunder is discovered, the total liability of the Surety under this Bond and under such other bonds shall not exceed, in the aggregate, the amount covered 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.

CANCELLATION

Section 6. This Bond shall be deemed cancelled as to any Employee:

- (a) Immediately upon discovery by the Obligees or the Insured of any act on the part of such Employee which would constitute a liability of the Surety under the applicable Insuring Agreement covering such Employee;
- (b) Upon the death, resignation or removal of such Employee;



Dated this 21st day of August, 2019

- (c) At 12 o'clock night upon the effective date specified in a written notice mailed to the Obligees and the Insured. Such date shall be not less than thirty days after the date of mailing. The mailing by the Surety of notice as aforesaid to the Obligees and the Insured shall be sufficient proof of notice. Delivery of such written notice by the Surety shall be equivalent to mailing.

This Bond may be cancelled by the Obligees or the Insured by mailing to the Surety written notice stating when thereafter the cancellation shall be effective. This Bond may be cancelled by the Surety by mailing to the Obligees 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 Obligees or the Insured or by the Surety shall be equivalent to mailing. If the Obligees or the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Surety 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 provisions 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.

LEGAL PROCEEDINGS

Section 7. 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.

WESTERN SURETY COMPANY

By Paul T. Bruffat
Paul T. Bruffat, Vice President

SCHEDULE OF ADDITIONAL COVERAGE

It is agreed that:

1. Subject to the terms and the Insuring Agreements selected in the attached bond, the amount of additional coverage granted by this Schedule for Employees performing the duties of the positions listed below shall be in the amount set next to the name of such position.
2. It is further agreed that additional coverage shall apply only to loss sustained through fraudulent or dishonest act or acts committed by an Employee, acting alone or in collusion with others, during the Bond Period and shall be in addition to the amount stated in the Bond Table of Limits of Liability.
3. The liability of the Surety under this Schedule on account of any one Employee, in any one or more position (in the original or an increased or decreased amount), shall not exceed the largest single amount of coverage on any one position occupied by such Employee.
4. Notwithstanding anything to the contrary in the bond or this Schedule, no losses shall be recoverable under this Schedule unless caused by the Employee who has been identified as having caused such loss.
5. Regardless of the number of years the bond and this Schedule shall continue in force and effect, and the number of premiums which shall be payable or paid, the limit of the Surety's liability as specified in the Table of Limits of Liability and this Schedule shall not be cumulative from year to year or period to period.

Position	Amount of Additional Coverage on each Employee	Total Number of Employees in each Position
NO ADDITIONAL EXCESS INDEMNITY		

Dated this 21st day of August, 2019



WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Vice President

CNA SURETY

The State of Oklahoma requires we inform you of the following:

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
