

BAIL BOND BOARD HEARING**JANUARY 23, 2020**

THOSE PRESENT:

Judge Raquel West

Judge Clint Woods

Judge Duce Jones

Betty Limbrick

Jill Wiebusch

Becky Garcia

Theresa Goodness

Charlie Hallmark

Keith Day

Mary Godina

Glenda Segura

Rhonda Brode

Tom Roebuck

Dustin Galmor

Tonja Voorhies

Joleen Fregia

Al Reed

Tamika Martin

Sandra Mott

Assistant Chief James Kelly

Sgt. Derwin Seals

1 JUDGE WEST: Okay. Let's go ahead and get
2 started. I'll call the meeting to order. If everyone -- if you
3 haven't signed in, if everyone will make sure they sign in.

4 The first thing on the agenda is to review the
5 minutes. Actually the minutes that we are reviewing are from
6 October. Those didn't get done previously because we had some
7 different court reporters. They're there. Everyone should have
8 access to those. And then December's are not ready. We will do
9 those next time.

10 MS. GOODNESS: I make a motion to approve those
11 minutes as written.

12 JUDGE WOODS: I second.

13 JUDGE WEST: I have a motion and a second. Any
14 other discussion? All in favor?

15 (RESPONSES MADE)

16 JUDGE WEST: Any opposed? All right. That
17 passes.

18 The second thing is report from district
19 attorney's office regarding status of collection on judgments.

20 MS. GARCIA: They've been passed out, Judge.
21 There is a report for December as there is a separate report for
22 the entire 2019, January through December.

23 JUDGE WEST: Okay. I got those, and I think
24 Quentin is supposed to be coming, but he said he was going to be
25 running late. If anyone has any questions, we can take that up

1 when he gets here. And that's just for review.

2 Next is any applications for bondsmen, agents
3 or renewals. Do we have any?

4 MS. GARCIA: No, ma'am, there is none.

5 JUDGE WEST: Okay. Complaints against
6 bondsmen. So at the last meeting we went forward with the
7 complaint that had been filed against On Time Bail Bonds by
8 Susan Beck in drug court, and we had previously found that
9 complaint to be a valid complaint. Then at the last meeting we
10 voted on it and voted to suspend the license of On Time.

11 And there was another complaint that had been
12 filed by Becky and at that meeting we found that complaint to be
13 valid, sent that complaint and the notification to On Time and
14 then it was going to be on the agenda today to vote on what to
15 do with regard to that complaint.

16 Since then, we have received some different
17 information and letters. The first was that Mr. Johns was going
18 to represent James Milo and On Time. He then sued us, me. I
19 got served with those papers. Then they nonsuited that. And
20 yesterday we got notice or maybe the day before that they are
21 voluntarily surrendering their license. Mr. Adler is here who
22 represents the Bankers Insurance Company. I met with him, Mary
23 and I did this morning, just to kind of get an idea of what
24 their plan is. I'll tell you a little bit about it, and then
25 he's here to answer any questions as far as what happens from

1 this point forward.

2 So they -- Bankers Insurance covers -- we don't
3 have any worry with regard to the bonds. They're the ones who
4 cover the bonds that are outstanding, and they're going to have
5 an agent that also works for them. They don't have anyone else
6 locally that works for them so there is someone in Houston. A
7 Mr. Metz; is that correct?

8 MR. ADLER: That is correct, Judge.

9 JUDGE WEST: And he'll take over the files and
10 the notification and everything with regard to making sure all
11 those bonds are taken care of and if there's any issues, they'll
12 go through them and that's kind of a very short snippet of it
13 but, also, they're going to let us know as quickly as they can
14 who, if anyone, locally will be able and allowed to go bring
15 papers to us, go to the jail, deliver surety, I mean, the AFRS's
16 or whatever needs to be done.

17 I expressed my concern and I think everyone's
18 concern with the staff and the issues that we were having with
19 them already and that we would love to not have to deal with
20 them but also understand that they need them to work with them
21 and so they're going to get back with us as soon as they can so
22 that we can also get with the jail and give them the information
23 to make sure everybody is -- has all the criteria met in order
24 to go to the jail and do certain things to drop off those
25 papers.

1 And so, Mr. Adler, I guess if you want to say
2 anything more than what I just did or if anyone has any
3 questions maybe of him, he can explain the process and I think
4 probably reassure everyone a little bit about everything.

5 MR. ADLER: Sure. Thank you very much, Judge.
6 My name is Randy Adler. I'm an officer as well as attorney with
7 Bankers Insurance Company. And although this particular
8 situation is a little unusual for us, handling a run-off of an
9 account or closing of an account is not unusual.

10 As you can probably foretell, bondsmen go out
11 of the business, bondsmen pass away, they have financial
12 difficulty. So it's not unusual for an insurance company to
13 have an agent that goes under, or in this case we voluntarily
14 surrendered the license which ended his ability to do the
15 bondsman activity. But as I told the judge and Ms. Mary this
16 morning, the first bond written by this company was Bankers
17 Insurance Company; the last bond written by this company is for
18 Bankers Insurance Company, and all the bonds in between. At no
19 time did the agent have personal liability to Jefferson County.
20 It was always Bankers Insurance Company. So we understand our
21 obligation to this county.

22 Ms. Mary gave me a printout indicating how much
23 outstanding liability there is. Although we understand that
24 it's not a -- it's not reliable so it's not exactly perfect and
25 forfeitures. So what we intend to do, as judge said, is we have

1 contacted a long-term agent we have in Harris County. He's been
2 writing for us for probably 18 to 20 years, and he's handled
3 run-offs in Harris County. That's the ideal situation is if I
4 had another agent for this county for Bankers, then I would
5 shift all the responsibility over to them, pay them the monthly
6 fee to handle the run-off. And when I say run-off, notify
7 people to go to court, make sure that the public is served, make
8 sure that if there is a failure to appear, that it's assigned to
9 a recovery agent versus put in jail. If a person doesn't go to
10 jail, then I've got to deal with forfeiture and settle up and
11 pay those timely. So the ideal situation is if I had somebody
12 here. I don't. So we are going to -- and we have already been
13 granted access to have all the information that's in the files
14 that's in the --

15 MR. JOHNSON: Bond Pro.

16 MR. ADLER: So we are going to get the codes to
17 get into that, have all of that information transferred to the
18 Harris County office. I understand there is some logistics
19 when, you know, a surrender needs to be filed, we need somebody
20 boots on the ground to do that here. I understand your concern
21 about having to deal with any of the former employees. I'm
22 being told that that will not be the case.

23 Keith, may I mention that we talked?

24 MR. DAY: No, I don't want you telling anybody
25 anything.

1 MR. ADLER: Keith and I talked very briefly and
2 I -- after the meeting, I'll get with his office manager. In
3 the situation where I need something filed at the jail, then I'm
4 hoping to possibly utilize maybe one of his employees to be a
5 courier to drop the papers off. They'll be prepared obviously
6 at the Harris County office, then e-mailed or faxed or whatever
7 they do nowadays so it can be brought to the jail and the
8 surrender done.

9 If we do that, we will provide you, the board,
10 and Mary with the name, date of birth -- I don't know if you
11 require socials and all that kind of stuff -- but whatever
12 information you need to know who that person is, that they have
13 authority from us to do that, you will have that. So that you
14 won't be dealing with any of the previous employees of the
15 company.

16 And I will tell you that I've done this for a
17 long, long time, longer than I would like to admit, 43 years. I
18 have never had a situation similar to this, like this. I don't
19 like to use the word that we were duped, but that's probably the
20 exact word I'm going to use. That somebody would misrepresent,
21 allegedly to the extent that was misrepresented, and I have seen
22 nothing in my investigation that makes me think otherwise at
23 this point. I'm a little open-minded. I was a defense attorney
24 for 25 years. There is two sides to everything, but I haven't
25 heard the other side yet so what I have indicates some erroneous

1 information provided to us, got passed on to this board and to
2 Montgomery County of which we surrendered that license yesterday
3 as well. So we have got that clean-up to do in that county. So
4 we are not going anywhere. We are going to have a presence. We
5 are going to make sure these forfeitures are paid; and as I told
6 the judge, if there is a forfeiture that needs to be taken care
7 of, we have our obligation to do it under the statute. We
8 cannot get a renewal. We can't get a new license if we don't
9 take care of forfeitures in Jefferson County or anywhere else
10 for that matter. So I know there is going to be some rough
11 patches until this place gets put in and we work out the kinks
12 but it's nothing we haven't done before on a bigger scale. It's
13 not something we like to do, but it's part of the business. So
14 if anybody has any questions, I'll be glad to answer.

15 MS. GARCIA: One question I have is from this
16 day forward, the AFRS's and surrenders coming in, will it have
17 Mr. Milo's name on it?

18 MR. ADLER: So once we establish who is going
19 to be signing those, I'll provide -- the company will provide
20 you with the people that have authority to sign those things. I
21 don't know, you know, we get a -- a level of cooperation today,
22 that can change tomorrow. So someone can tell -- Mr. Milo can
23 tell me I'm going to do this now, and then tomorrow he can
24 decide not to do it. I can't control that.

25 So what I'm going to do is try to put a plan in

1 place that eliminates that wild card so I have a dependable
2 person like Mr. Metz to sign the affidavits and surrenders and
3 stuff like that. But you'll know who that is going to be before
4 that paper is dropped off.

5 MS. GARCIA: Well, my only concern is -- and
6 I'm only speaking for misdemeanor court. I know Mary can
7 probably speak for the felony court -- the language that's in
8 these AFRS's and surrenders are verbatim. They're identical.
9 So it's, again, questioning, us questioning is this a valid
10 document, you know, that's being presented to the court.

11 JUDGE WEST: So what they've done, Mr. Adler,
12 is they have a standard form that looks like they've made lots
13 of copies of and in the two lines where it says to write
14 specifically what the client either did or did not do, it says
15 the same thing about not following through with phone calls and
16 some things like that. So probably what we would like to go
17 ahead and tell you now is that whoever has those, they need to
18 be shredded and each one individually written out that -- I
19 won't -- I'm not -- in my court I've had hearings now on them
20 and I used to never really do that because they are those same
21 and they can --

22 MR. ADLER: Are you talking about 1719s? The
23 affidavits of surrender, is that what you're talking about?

24 JUDGE WEST: Yes, yes.

25 MR. ADLER: So going forward, those will go not

1 be generic. Those will be detailed specific to the case.

2 JUDGE WEST: Right.

3 MR. ADLER: If they need to be supplemented or
4 backed up with documentation, it will be attached to the
5 affidavit. So if it refers to a violation of a contract,
6 paragraph 3, I'm going to ask them to attach paragraph 3 to the
7 affidavit so you can look at it and go, "Well, did you not do
8 this?"

9 JUDGE WEST: Perfect, yes.

10 MR. ADLER: Yes, ma'am.

11 JUDGE WEST: Good. Thank you. Because if it
12 is the same, Mr. Metz or whoever is going to end up coming over
13 a lot and having hearings and I'm sure they don't want to do
14 that.

15 MR. ADLER: I don't want business done that
16 way. The affidavits need to give you enough reasonable cause to
17 grant a warrant to put somebody in jail and just saying that
18 they're not obeying their contract, in my opinion, is not
19 sufficient. I agree.

20 JUDGE WEST: Okay. Good deal. Any other
21 questions?

22 MS. BRODE: I do. You had said that you got a
23 list from Mary of the current bonds.

24 MR. ADLER: Yes, ma'am.

25 MS. BRODE: And that from beginning to end,

1 bond is your responsibility.

2 MR. ADLER: Correct.

3 MS. BRODE: Accusation bonds as well?

4 MR. ADLER: Any bond posted with a power
5 attached for Bankers Insurance Company is our bond.

6 JUDGE WEST: And we discussed the accusation in
7 our meeting so that he understands the difference that we have
8 that some counties don't have and that those are not listed on
9 that form and so they've been made aware of that and know that
10 there are bonds out there that are not on that list that Mary
11 gave them.

12 MS. BRODE: That's what I was worried about.

13 MR. ADLER: And that's unique to your county.
14 Most of the time when we get a printout, it's all bonds posted;
15 but with that qualifier, now we know that, like I said, this is
16 not totally accurate. Thank you.

17 MS. BRODE: Thank you.

18 JUDGE WEST: We have also -- I walked over and
19 talked to Betty in our district clerk's office to make sure that
20 she knew that everything that had been previously sent directly
21 to James Milo or the company needs to go to the Bankers now and
22 so that hopefully -- Jill is here -- so make sure that
23 everything -- nothing goes to On Time or that address. It goes
24 to the Bankers, correct?

25 MR. ADLER: So I'll ask this question: Do

1 y'all notify by e-mail of court dates, or is it done by mail?
2 What's the process that you notify the bonding companies that a
3 defendant has a court date next Monday?

4 MS. GODINA: So what happens is the
5 coordinators --

6 JUDGE WEST: Just real quick, I was talking
7 about forfeitures and things later on, the notice of that not
8 the notice of the court date. I'm sorry.

9 MS. GODINA: As far as court dates, the
10 coordinators on the felony side, they work up their dockets,
11 normally they're posted Wednesday for next week and the dockets
12 are posted online and they're also posted out here through the
13 double blue doors on the bulletin boards there and they're also
14 posted outside of drug court. So it's normally Wednesday
15 afternoon, maybe Thursday, for the following week and so then
16 they just update, you know, they just update them as they get
17 them or, you know, whatever. So misdemeanor I'm not sure how
18 they do theirs.

19 MS. SEGURA: Misdemeanor courts are posted
20 online.

21 MR. ADLER: So both of them are online. That's
22 great.

23 And to I guess address the question on
24 forfeitures, I'm still the agent for service of process so I get
25 served on anything for Jefferson County whether it's misdemeanor

1 or felony. More than likely, the company will probably charge
2 me with the duty of filing answers on those. So then do y'all
3 e-mail here?

4 MS. WIEBUSCH: Yes.

5 MS. SEGURA: Yes.

6 MS. GARCIA: Yes.

7 MR. ADLER: So I can do felonies and
8 misdemeanors simultaneously? I'll get an answer to that
9 question and find out. Whatever needs to be done, I'll do.
10 That way I'll be the attorney of record on those nisis and then
11 notices of the forfeiture hearings can come to me and then I can
12 deal with Mr. Price or whoever handles the forfeitures for the
13 DA's office and get them resolved. I doubt seriously I need to
14 come down here and appear at a hearing; but if need be, I'll do
15 what needs to be done, what the company tells me to do.

16 MR. DAY: Mary, who sets him up on getting his
17 printout everyday? Like we get a copy of our printout --

18 MS. GODINA: Contact MIS.

19 MR. DAY: MIS.

20 MS. GODINA: Mary in MIS and let them --

21 MR. DAY: That printout that they gave you with
22 all the clients, you can get a copy of that e-mailed to you
23 everyday. That way if there is any court date changes --

24 MR. ADLER: Okay.

25 MR. DAY: But that docket -- like our office,

1 we still come up here every week and check our dockets and the
2 ones online everyday compared to that because things change
3 daily.

4 MR. ADLER: So we need to talk after.

5 MR. DAY: Yeah.

6 JUDGE WEST: Any other questions of Mr. Adler?
7 All right. Thank you very much for the explanation earlier and
8 your explanation now.

9 MR. ADLER: Yes, ma'am. And I am going to
10 apologize to the board for this fiasco, not that it is my fault
11 but so be it.

12 JUDGE WEST: You get to clean it up.

13 MR. ADLER: Yeah. Thank you.

14 JUDGE WEST: So what we then now as a board
15 have to decide, we still have a pending complaint. One of the
16 questions that I had earlier for Mr. Adler was what we don't
17 want or what I think most of us don't want is for Mr. Milo to be
18 able to go apply somewhere else to do something like this and
19 him not have to put on an application that his license was at
20 some point either terminated or suspended. The questions that
21 are usually asked, like Mr. Adler said, has it been suspended or
22 revoked. He is going to have to say it was suspended because we
23 did that. So we as a board need to decide whether to -- and I
24 don't know if we -- technically there is not a license at this
25 point to revoke or suspend based on that second complaint

1 because they have voluntarily surrendered it but I think we just
2 need some finality to that complaint, either to dismiss it or
3 not act on it. I don't know if anybody has any suggestions
4 on -- Mr. Roebuck?

5 MR. ROEBUCK: Well, depends on what the board
6 wants to do. First of all, I mean, I appreciate Mr. Adler's
7 position. You know, if we can save him some grief, I'm all in
8 on that. And the question I have is what is the likelihood this
9 guy is going to go try to get back in business somewhere. If
10 it's unlikely, then I think we just let it die on the vine.

11 JUDGE WEST: And I would think it would be
12 fairly unlikely. He would have to go through an insurance
13 company unless he comes into a lot of property because he didn't
14 have the property as collateral but -- and he already has the
15 suspension. I'm okay with not moving forward but if everybody
16 else, that's --

17 MR. DAY: So basically, he would show with a
18 suspension in his history but the insurance company would be --
19 wouldn't show?

20 JUDGE WEST: The insurance company is going to
21 have to now show that that's --

22 MR. ADLER: Yes, ma'am. So on every
23 application that we fill out in the state of Texas, whether it's
24 new or renewal, always asks has the insurance company had a
25 license suspended or revoked and then it asks has the agent ever

1 had a license suspended or revoked. So now we are required to
2 put down yes to the first one because we have had a license
3 suspended in Jefferson County and it is final. So -- and I will
4 tell you that as long as I've been representing the company for
5 almost 20 years, I have never until now had a suspension of a
6 license for Bankers Insurance Company. So we have to put that
7 down.

8 What I don't want to have to put is also we
9 have had a license revoked because we have to report that as
10 well as the suspension not only to the bail bond board but to
11 all licensing authorities in other states that we do business
12 and we do business in almost every state that has bail. So if
13 the board was to go forward, which I'm not going to argue the
14 legal question of whether you can move against something that
15 doesn't exist anymore, but if you were to do that, all you're
16 doing is just punishing us. It's not going to make a darn bit
17 of difference to Mr. Milo because he, if he decides to go
18 somewhere else, he will need to put down that he's had a license
19 suspended, if he's truthful.

20 MS. GOODNESS: If he's truthful.

21 MR. ADLER: But we can't control that. Whether
22 he's had a license revoked, if he's truthful. So I will tell
23 you, the industry, it's a big industry but it's small. Rumors
24 and -- bad news travels faster than good news. There's not an
25 insurance company that's not aware of what has happened down

1 here because of the fact that now they're instituting additional
2 procedures to verify information that is given them when not
3 only they interview an agent to put on but for licensing
4 purposes. I told this to the judge, I've had situations where
5 people will give me information that didn't quite meet the full
6 30 hours a week or they didn't have all phases of the bail bond
7 business but I've never had a situation where the whole thing
8 probably didn't exist. So we, as a result of this, have
9 instituted more due diligence, to go right to the source and
10 verify did this person work here or show me where they worked
11 and check with the sheriff's department. And a lot of boards
12 are taking notice and going, oh, wait a minute. We need to
13 start checking this stuff. So to that respect it's changed how
14 the business is going to be done going forward, I can assure you
15 for us and every other insurance company but I would ask you not
16 to revoke and give us that black mark. I mean, it's bad enough
17 we have to report this.

18 JUDGE WEST: I think there is an issue with
19 revoking it if it doesn't exist, personally.

20 MR. ROEBUCK: I think you're right, Judge.

21 JUDGE WEST: So I think we really don't have
22 anything we can do legally because it's already been surrendered
23 so I don't know that we need any kind of action on it at this
24 point other than to say that it doesn't exist so we are not
25 going to move forward on it. Does anyone else have any? Okay.

1 Thank you.

2 MR. ADLER: Thank you very much. I appreciate
3 your time.

4 JUDGE WEST: Okay. Were there any other
5 complaints or anything that we needed to take up?

6 MS. GODINA: No, ma'am.

7 JUDGE WEST: Okay. The next item is report
8 from the treasurer on cash and CDs.

9 MR. HALLMARK: Nothing to report other than one
10 item which will be covered on item twelve later on.

11 JUDGE WEST: Okay. We will deal with that
12 then.

13 Next is do we have any release of property or
14 CDs or anything like that requested at this time? Anyone?

15 MS. SEGURA: No.

16 JUDGE WEST: Okay. Report from the auditor's
17 office.

18 MS. BRODE: I've distributed them. I only have
19 one question and I've already contacted Glenda and Mary and
20 Glenda is researching it. Keith Day's bonding limit seems to be
21 about \$500,000 higher than it should be with the collateral we
22 are holding so we are hoping to get that cleaned up today.

23 MS. SEGURA: Uh-huh, we are.

24 JUDGE WEST: Okay. Anything else on that? Any
25 questions y'all got?

1 Okay. So number 8, or the next, is possible
2 amendment or changes to the local rules to modify the sworn
3 complaint form to include G4a. I forgot my notebook. You may
4 need my notebook and I forgot my notebook.

5 MS. SEGURA: Here. You want mine?

6 JUDGE WEST: So in the rules, which it's the
7 very last page of the local rules, Section G is prohibitions and
8 penalties. And under G4a is what we really kind of used and
9 that was the motion that was made by Judge Woods last meeting.
10 It's a little bit of a catch-all as far as when we may suspend
11 or it's just -- everybody -- y'all don't have this.

12 It says: The board may suspend or revoke the
13 bonding privilege of any licensee if the licensee or his agent
14 engages in any conduct related to the bail bond business
15 determined to be adverse or detrimental to any individual, law
16 enforcement agency or to the business of issuing bail bonds. So
17 it's kind of a catch-all that we used actually last time as a
18 reason to suspend the license of On Time. It is not, however,
19 on the complaint form that we have. For people to fill out a
20 complaint form, there is several things specifically listed to
21 check off and all we are asking is for approval to change the
22 complaint form to add that specific provision so that when we
23 send it out, they are on notice that it is under that provision.
24 And you can always check off -- people can check off more than
25 one but it's kind of a little bit of a catch-all. And in those

1 well-written lawsuit papers that Mr. Johns sent me, that was one
2 of the issues was that they did not really receive notice of
3 that specific provision when the complaint was sent to them. I
4 think we are probably okay because, like again, it is a
5 catch-all. But I think to be more clean and clear in the future
6 we need to have it. Any questions or discussion about that or
7 motions to do it?

8 JUDGE JONES: So moved.

9 JUDGE WEST: We have got a motion.

10 MS. GOODNESS: Second.

11 JUDGE WEST: And a second. And that motion is
12 to add the language of G4 in the complaint form. Any other
13 discussion on that? All in favor?

14 (RESPONSES MADE)

15 JUDGE WEST: Any opposed? All right. That
16 passes. Thank you very much.

17 The next is consideration of reducing bonding
18 authority for failure to comply with a deed of trust
19 specifically related to insurance. So in March of 2017 we
20 actually added the requirement that the board be, or we voted on
21 adding the requirement that the board be listed as a lienholder
22 on any insurance just to cover us on property. We figured out a
23 little bit later that that had not actually been added to our
24 board rules and posted. It has now been done. The requirement
25 has been added and is now posted and in our rules. So the

1 question then becomes do we want to add to our rules again a
2 provision of what to do if someone refuses to do, if a bondsman
3 will not or doesn't put us on. We don't have that right now. I
4 think there is a couple of options to where if we don't do it, a
5 complaint can be filed by the treasurer that says they haven't
6 done it and I think under the new, under G4, really that falls
7 under that and we are kind of -- I don't know if we need to keep
8 adding another rule I guess is what I'm saying.

9 MR. ROEBUCK: Well, it's covered by the deed of
10 of trust, number one. And the deed of trust is the security
11 document. Seems to me that that catch-all rule would cover it.
12 But, you know, a subtitle to that is the flood insurance issue
13 which we have not made a rule on yet either.

14 JUDGE WEST: Well, we will get to that in a
15 minute. So but you're saying as far as us adding some sort of
16 another penalty in our rules, it should be able to be covered if
17 someone -- if a bondsman does not do that, then probably the
18 appropriate thing would be for the treasurer's office to file
19 a -- I would think it would come from the treasurer's office or
20 somebody would file that complaint under that section because I
21 would think that would be adverse to us or -- right?

22 MR. ROEBUCK: Well, seems to me maybe
23 administratively make the decision that that security is not
24 sufficient and then just reduce the bonding limit. Seems to me
25 it would be a lot easier to just do it that way.

1 JUDGE WEST: Okay. So I guess then we don't
2 need to add anything to our rules.

3 MR. ROEBUCK: We can rule ourselves to death.

4 JUDGE WEST: I don't want to do that. I would
5 rather not.

6 JUDGE WOODS: Right.

7 JUDGE WEST: So if we think something else
8 covers it, then unless someone has a motion to change the rules
9 about that, then we don't need to do that.

10 So then we will get to more of that I guess in
11 a minute. So then I guess the next thing is to vote for the
12 criminal defense attorney for the Bail Bond Board.

13 MR. GALMOR: I don't think we are ready to do
14 that because we have to go through the bar and do the proper
15 announcement and that has not been done yet.

16 JUDGE WEST: It hasn't?

17 MR. GALMOR: I don't think so. We are just
18 pass on that.

19 JUDGE WEST: I think we just need to sign you
20 up, Dustin, and be done with it.

21 MR. GALMOR: There are some rules. We have to
22 follow the rules.

23 JUDGE WEST: Rules schmules. We only want the
24 rules when we want them, right?

25 Well, do you know when that meeting is?

1 MR. GALMOR: In February.

2 JUDGE WEST: Okay. So let's go ahead and we
3 will put it back on the February, our February agenda if it's
4 before then. If not, we will move it again.

5 MR. GALMOR: I think it is before then.

6 JUDGE WEST: Okay. The next is discussion on
7 surrenders and verification procedures. Didn't we -- haven't we
8 already done that? We have beat that one, haven't we? All
9 right. I think that one can be taken off next time.

10 Then the last one is the specific question
11 regarding -- is Mr. Segura here? Is Joe not here?

12 MS. GODINA: No, ma'am.

13 JUDGE WEST: So we are talking about the
14 insurance issue and the only -- Charlie called me, I guess a
15 couple of weeks ago, to say I think the only issue we are having
16 with regard to any bondsman putting us as a lienholder is with
17 Mr. Segura and I was hoping he would be here so we could ask him
18 what his concerns were and why he did or didn't want to do that.

19 MS. GARCIA: I did call him and tell him that
20 today's meeting, this is on the agenda.

21 JUDGE WEST: So he -- then I guess our question
22 becomes do we go ahead and move forward with reducing his amount
23 that he can, by whatever that property is, the amount that he
24 can bond by the property that he's refusing to put us on or do
25 we --

1 MS. GARCIA: That's his only collateral. He
2 would be shut down.

3 MR. HALLMARK: And there is also an issue with
4 the windstorm insurance. In the deed of trust you're required
5 to provide fire and windstorm, but we don't have windstorm
6 insurance either.

7 MS. GARCIA: But I do know the deed of trust
8 that he pledged this property was before the form the board
9 created so his deed of trust does not say that in that. He
10 pledged this collateral years ago. So in his deed of trust
11 that's been signed over to the board for collateral, that
12 language isn't in there. So we have to fall back on what's in
13 the rules, the local rules.

14 JUDGE WEST: Okay. And so, a couple of things,
15 I guess. The first thing is that Becky got this new part of the
16 rule to MIS on January 7th and they posted it yesterday. So I
17 can bet y'all can guess where my next phone call is going to be
18 to. So the rule itself has not been posed for the requisite 10
19 days before us being able to act on it so I don't think there is
20 anything we can do today anyway.

21 JUDGE JONES: Can we table it till February?

22 JUDGE WEST: Yes, sir. I think we need to
23 table it till February and then be prepared at that time. Send
24 Joe notice, you know, that we are discussing it and what the
25 possible consequences are are severe and nobody wants to do

1 that, you know, but --

2 JUDGE JONES: I don't know what the procedure
3 is but somebody needs to write him a letter and tell him that
4 it's mandatory to be here because it's going to act on it.

5 MS. BRODE: Did you do that?

6 MR. HALLMARK: Yes.

7 JUDGE JONES: That it is mandatory.

8 MR. HALLMARK: Yeah, we sent a, you know,
9 certified letter return receipt that we never got back.

10 JUDGE JONES: But if you get it again, that
11 means he got it.

12 JUDGE WEST: I would say just to be safe, let's
13 send him another --

14 JUDGE JONES: Certified letter.

15 JUDGE WEST: Glenda, if you'll do that on
16 behalf of the board, get a letter together, I'll sign next week
17 explaining to him that we need him here. Yes, sir.

18 MR. ROEBUCK: I would sure like him to be here
19 because do we know if his gripe is having to carry insurance at
20 all or if it's having us as an additional insured?

21 MR. DAY: It's having Jefferson County as an
22 additional insured.

23 MR. ROEBUCK: Okay. And now, the language in
24 the deed of trust is pretty draconian, which puts -- gives us
25 most of the options on what to do with that insurance money. If

1 that's his concern, you know, I can massage that. But if he's
2 not here to tell us what his gripe is --

3 JUDGE WEST: Right. That's the thing is we
4 don't know why he doesn't want to do it. So we will send that
5 letter out. We will put it on the agenda for February and
6 hopefully he will be able to be here and explain all of that to
7 us before we have to take some kind of action.

8 Okay. Anything else? Business that we didn't
9 cover?

10 Keith.

11 MR. DAY: There was some discussions that we
12 had about possibly putting together a committee on the local
13 rules that maybe we want to discuss.

14 JUDGE WEST: Yeah. Mary has already, and based
15 on just all of the issues that have happened with On Time and me
16 getting handed papers that I didn't like getting and I told
17 y'all that was going to happen. But --

18 MR. ROEBUCK: Not before I did.

19 JUDGE WEST: But anyway. I do want to do that
20 and Mary has already gotten -- I think, Mary, you've gotten two
21 or three --

22 MS. GODINA: I printed two or three other
23 counties bail bond board rules.

24 JUDGE WEST: I will be on that committee. Is
25 there anyone else who wants to volunteer to be on the committee

1 so maybe over the next six months -- I can't be in a hurry but
2 maybe this year we can get a group together to review the rules,
3 review them with others and see if we can clean up our rules by
4 the end of this year.

5 MS. GOODNESS: I volunteer.

6 MR. DAY: I don't know if I'm volunteering. I
7 want the question --

8 JUDGE WEST: Oh, your hand is up and you
9 brought it up so you're on it. Keith Day, number one.

10 MR. DAY: I thought maybe we could take
11 advantage of Mr. Adler while he's here because I know he's been
12 across the state and seen a lot of local bail bond board rules.
13 Have you seen any counties that you think are, you know, as far
14 as their local rules go, that would be a good kind of carbon
15 copy?

16 MR. ADLER: You know, I would tell you that
17 every county is unique as to what their problems are. And I go
18 to almost every bail bond board across state and there is some
19 situations that they deal with that I don't see anybody else
20 dealing with and visa versa. So I think the idea of taking a
21 composite of a half dozen different local rules from counties
22 similar in maybe size, population to what y'all have, might be
23 beneficial and then you can cherrypick what works for you and
24 what doesn't work. And it's a learning curve on any rule
25 because you may think it says what it says, and then when it

1 comes down to it and we litigate and find out it doesn't say
2 that. So it's good if you got somebody that can talk you
3 through the rule too and there is some really good contact
4 people I can give you, assistant DA's that sit on boards that
5 help write these rules like David Finney in Dallas, David Hudson
6 in Tarrant County, Debbie Harrison in Collin County. I mean,
7 those are bigger counties than you have but they've got some
8 really extensive rules that might work for you.

9 JUDGE WEST: If you would get those names to
10 us, that would be great. And I mean, I'm going to volunteer my
11 second in command here Judge Woods, Keith, Theresa and then
12 obviously Becky and Mary if y'all will be a part of that, we
13 will start working on that this year. And, of course,
14 Mr. Roebuck needs to be a part of that.

15 MR. ROEBUCK: Might be a good idea.

16 MR. DAY: Is one of the counties that you got
17 Montgomery County? I know that's similar in size.

18 MS. GODINA: Uh-huh.

19 MR. DAY: Judge, can we -- I don't even
20 know -- I'm not an attorney so I don't know. Can we put someone
21 that's not on the board on the committee as well? Can we do
22 that, Tom?

23 MR. ROEBUCK: Sure. That's just --

24 JUDGE WEST: It's just a committee, a working
25 committee.

1 MR. DAY: I would like to -- Chris is going to
2 be mad at me and David is going to be mad at me but I would like
3 to dominate David Fregia as well to be on the committee as well.

4 JUDGE WEST: He's worked on the one over in
5 Orange, didn't they?

6 MR. DAY: He's the head of the one in Orange
7 and --

8 UNIDENTIFIED SPEAKER: Orange, Angelina.

9 JUDGE WEST: Yeah, for sure.

10 MR. DAY: So I think he would be a good person
11 as well to have on the committee.

12 JUDGE WEST: Okay. I'll send out an e-mail,
13 start a group e-mail with everyone on that list and we can kind
14 of find some times to get together and start every now and then
15 see where we can get that.

16 MR. DAY: Make sure you take that out of the
17 minutes that I nominated him. I don't want it --

18 JUDGE WEST: Huh-uh, no. Thank you for
19 bringing that up, though. And also, Mr. Roebuck, we will go
20 ahead and next -- Glenda, if you'll add to the agenda next time
21 for us to discuss the requirements potentially of having flood
22 insurance on certain properties and pros and cons of all of
23 that, that way it's on and if we want to act on it, we can at
24 the next meeting.

25 MS. SEGURA: Okay.

1 MR. DAY: One other thing.

2 JUDGE WEST: Yes, sir.

3 MR. DAY: Run into a situation a couple weeks
4 ago and thank goodness Mary, Joleen and Glenda all came through
5 for me on this deal but I wanted to -- in case this situation
6 comes up again, it seems like it never fails in the 20 something
7 years I've been in business that I always have to put liability
8 up and I find out that I need to put liability up about 3:00
9 o'clock on a Friday afternoon of maybe a long weekend or
10 whatever. The procedure and, like I said, fortunately Glenda
11 was here and Joleen, I think, was still here so I was able to
12 get it done. But if we get into a situation maybe where -- I
13 think Mary was out maybe sick or at a funeral that day.

14 MS. GODINA: I probably just left early.

15 MR. DAY: Yeah. Maybe so. I don't know.

16 JUDGE WEST: It happens on Fridays.

17 MR. DAY: But we get into a situation where I
18 need to put something up and the proper people who can put that
19 liability up aren't here, is it a matter of being able to make a
20 phone call to do that, Mary, to get that done because, you know,
21 it's pretty serious if I get into a situation where I don't have
22 enough liability on a weekend to write bonds and so I'm
23 wondering if the situation like that comes up, is a phone call
24 proper to have that liability put up?

25 MS. GODINA: Yeah.

1 MR. DAY: That somebody can be walked through?
2 I don't know the system as far as putting that up and who is
3 allowed to know how to put up property. Now, obviously, the
4 treasurer's office there is only two people down there, so if
5 they're both gone, I guess I'm --

6 MS. BRODE: There is three.

7 MR. DAY: He don't know how to do anything.

8 MS. GODINA: Brandi, will you go off the record
9 for a second?

10 (OFF-THE-RECORD DISCUSSION)

11 MR. DAY: I don't want to over-step my bounds
12 by making a phone call to somebody -- or any other bondsman has
13 to make phone call to have something like that done without
14 getting permission to do that first.

15 MS. GODINA: A phone call is fine.

16 MS. BRODE: At this point who has access to
17 increase the bonding limit, any bonding limit? Is it just
18 Glenda and Mary?

19 MR. DAY: Well, I have to go to the treasurer
20 first.

21 MS. BRODE: Yeah, I realize that. Computer
22 wise it's the both -- just the two of you.

23 So if they're not there, unless we put someone
24 as a back-up, phone call won't help. They have to be able to
25 log on and they have to be able to do it, if it's only those two

1 people.

2 MR. DAY: Okay.

3 MS. BRODE: We don't share passwords.

4 MS. GODINA: We will make it work.

5 MS. SEGURA: Most of the time if she's not
6 here, I'm here and vise versa.

7 MR. DAY: And like I said, at 20 something
8 years, it hasn't happened to me. I don't know if it's happened
9 to Stan or Al or David and Chris or anyone else. But just me?

10 MS. GODINA: Just you, Keith.

11 MR. DAY: Just me. I'm the problem. But just
12 in case if it does come up, I want to know that, you know, it's
13 just a phone call so --

14 JUDGE WEST: We will make a special rule just
15 for you since it's just you.

16 MR. DAY: I appreciate that.

17 JUDGE WEST: All right. Anything else?
18 Meeting is adjourned. Y'all have a good weekend.

19 (MEETING ADJOURNED)
20
21
22
23
24
25