

BAIL BOND BOARD MEETING

(VIA ZOOM)

JUNE 18, 2020

THOSE PRESENT:

JUDGE RAQUEL WEST

JUDGE CLINT WOODS

BECKY GARCIA

MARY GODINA

GLENDA SEGURA

THOSE PRESENT VIA ZOOM:

THERESA GOODNESS

BETTY LIMBRICK

TOM ROEBUCK

JOLEEN FREGIA

CHIEF JAMES KELLY

KEITH DAY

RHONDA BRODE

JUDGE CRAIG LIVELY

CHARLIE HALLMARK

1 JUDGE WEST: I haven't gone live on YouTube
2 yet. I was going to give everybody a chance to get on
3 and get situated and then I will start the live feed and
4 we can go from there. We're not live yet, so y'all can
5 misbehave for a minute.

6 We are now live on YouTube. I'm going to
7 call the meeting to order. What I'm going to do is go
8 through -- the court reporter is here with me in the
9 courtroom, and I'm going to go through so that they can
10 kinda take roll and tell her who all is here and on the
11 ZOOM, and then I am going to ask everyone -- she can see
12 you guys on the screen, but she's a little far, so we
13 might go slow when we're making motions and seconds so
14 that I can make sure -- I'm probably going to resay what
15 you say just to make sure who's saying it. Maybe you
16 could say your name, as well, first.

17 So, it looks like here in the courtroom we
18 have Judge Woods, we've got Glenda, Mary, and Becky are
19 also here in the courtroom; and that's it here with us.
20 We have Theresa Goodness here from the County Clerk's
21 Office. We have Mr. Roebuck on as our counsel;
22 Keith Day, the representative for the bondsmen;
23 Mr. Hallmark from the auditor --

24 MR. WOODS: Treasurer.

25 JUDGE WEST: Treasurer's Office -- look,

1 I'm going to get myself in a bind trying to say who
2 everybody is. Judge Lively's here. I see people's
3 names that don't want to be seen, apparently. Betty and
4 Rhonda and Joleen, do y'all want to show your faces real
5 quick? We have -- thank you. And Rhonda from the --
6 Rhonda's from the auditor's office. And then I just
7 lost Joleen. Where did she go? Am I seeing everyone?
8 Wait just a minute. I'm wondering if Joleen hit the
9 wrong button and got out instead of -- of the whole
10 meeting.

11 You have everybody so far --

12 MS. GODINA: Yes, ma'am.

13 JUDGE WEST: -- noted down?

14 All right. So, thank you-all, first of
15 all, for being here this way. The meeting is being
16 streamed on the -- my YouTube for the 252nd District
17 Court. We'll start -- everyone should have received
18 e-mails with all of the reports, as well as the minutes.
19 If anybody doesn't have those, probably check your
20 e-mail while you're sitting here. They should be in
21 your e-mails. Those were sent out, I think, yesterday.

22 The first item on the agenda is to review
23 the minutes from the last meeting that we had, which was
24 in February. Has everyone had an opportunity to review
25 those minutes?

1 (RESPONSE)

2 JUDGE WEST: Is there a motion to approve
3 those minutes?

4 MR. WOODS: I make a motion.

5 JUDGE WEST: Judge Woods made a motion to
6 approve.

7 Is there a second?

8 MS. GOODNESS: Theresa. I make a second
9 that they be approved.

10 JUDGE WEST: Thank you, Theresa.

11 There's been a motion and a second. Is
12 there any discussion or questions from anyone with
13 regard to the minutes from the meeting in February?

14 (NO RESPONSE)

15 JUDGE WEST: All those in favor of
16 approving, say "I".

17 (RESPONSE)

18 JUDGE WEST: Any opposed?

19 (NO RESPONSE)

20 JUDGE WEST: All right. That passes.

21 The second item is the report from the
22 District Attorney's Office regarding the status on
23 collections. I don't think we have a representative
24 from the District Attorney's Office. Is there any --
25 Mary, do any of y'all know anything as far as -- that we

1 need to look at?

2 MS. GARCIA: They were in the e-mail.

3 JUDGE WEST: Right. Everybody has those in
4 the e-mail. That's just for -- to look at. That's not
5 for voting; right?

6 MS. GODINA: Right.

7 JUDGE WEST: The third item is to consider
8 and approve any applications of bondsmen or renewals.
9 Are there any?

10 MS. GARCIA: There was one for Jamie Lynn
11 Bettis. She works for Stan Stanley.

12 JUDGE WEST: Can y'all hear Becky?

13 MS. THERESA: Yes, I can.

14 MS. GARCIA: Everything was e-mailed out to
15 all the members prior to this, and it's in order.

16 JUDGE WEST: All right. So, there's the
17 application for the representative for Jamie Bettis with
18 Allied. Becky says it's all in order. So, we would
19 need either a motion, or any questions or discussions on
20 it.

21 MR. DAY: Was a motion made? I make the
22 motion.

23 JUDGE WEST: All right. Thank you.
24 Keith Day made a motion.

25 JUDGE LIVELY: Lively. I'll second.

1 JUDGE WEST: Thank you. Judge Lively
2 seconds.

3 Is there any discussion about that
4 application?

5 (NO RESPONSE)

6 JUDGE WEST: All right. All those in
7 favor?

8 (RESPONSE)

9 JUDGE WEST: Any opposed?

10 (NO RESPONSE)

11 JUDGE WEST: All right. That passes.
12 Thank y'all very much.

13 That was the only one; correct?

14 MS. GARCIA: Yes, ma'am.

15 JUDGE WEST: We have, it looks like,
16 James Kelly.

17 MS. GODINA: Chief Kelly.

18 JUDGE WEST: Chief Kelly. Without the
19 picture I get confused on who -- Chief Kelly has joined
20 the meeting, as well.

21 JUDGE WEST: All right. No. 4 is to
22 consider complaints against bondsmen. Do we have any?

23 MS. GODINA: I don't have any at this time.

24 JUDGE WEST: All right. There aren't any.
25 Good. That's a good change from the last several

1 meetings we had.

2 Five; treasurer's report on cash and CDs.

3 MR. HALLMARK: There is nothing to report.

4 JUDGE WEST: Thank you, Charlie.

5 Does anyone have any questions about that?

6 (NO RESPONSE)

7 JUDGE WEST: The next thing is the report
8 from the auditor's office. Everyone should have that
9 report as well in their packet. Any questions?

10 Rhonda, is there anything that we need to
11 be aware of on that one? Where did she go? Rhonda, if
12 you can hear us, you're mute, and we can't hear you. I
13 have to ask. We will assume there's not anything. Does
14 anyone see anything -- wait. Here she is, maybe.
15 Rhonda, can you hear us?

16 (NO RESPONSE)

17 JUDGE WEST: Never mind. We'll assume that
18 that's in order if no one has anything to bring up about
19 the -- that report from the auditors.

20 Next is consideration of reducing bonding
21 authority for failure to comply with Deed of Trust
22 specifically with related to insurance.

23 Mr. Roebuck, I know this is something you
24 brought up before, I believe, that we were having some
25 issues with. Is there still some specific issues with

1 anyone on this as far as we know? Becky?

2 MS. GARCIA: Not, not that I'm aware.

3 MR. ROEBUCK: Well, there's two things.
4 There's two different kinds of insurance, of course; one
5 is fine extended coverage and windstorm, which seems to
6 me is a no-brainer. Everybody ought to have to have
7 that. We need to protect our security. There was -- I
8 think somebody raised an objection to that, but it seems
9 to me that that's just good business practice to require
10 that.

11 JUDGE WEST: I think that we were there on
12 that. I think what we were discussing, if I remember,
13 was what, if anything, we were going to specifically put
14 in our -- potentially in our bylaws with regard to if
15 you don't have it what the consequences are with regard
16 to regular insurance.

17 MR. ROEBUCK: I -- then I think I said we
18 can regulate ourselves to death. I think we've got some
19 authority to stick to that Deed of Trust as part of the
20 security process is what I believe.

21 JUDGE WEST: So, probably don't -- does
22 anyone have any input as far as whether we should make
23 some type of actual policy, something in our bylaws with
24 regard to a specific consequence or -- I mean our bylaws
25 have consequences already if you do not do certain

1 things. So, probably we're covered.

2 MR. DAY: Tom, isn't it already covered in
3 the State law?

4 MR. ROEBUCK: Yeah, I think so.

5 MR. DAY: Then why do we have to cover
6 local if it's already covered in the State?

7 MR. ROEBUCK: I think it's covered.

8 JUDGE WEST: Okay. So, for all --

9 MR. DAY: I think --

10 JUDGE WEST: Go ahead, Keith. Sorry.

11 MR. DAY: I was going to say I was under
12 the impression the question -- I missed -- I think I
13 missed the last meeting we had back in 2017, whenever
14 that was, our last one. But I thought the question was
15 on the flood insurance.

16 MR. ROEBUCK: That was -- if you'll pay
17 attention, that's the next question.

18 MR. DAY: I don't need all the cackling in
19 the background by Becky, Glenda and Mary.

20 JUDGE WEST: Okay. So, we'll say that
21 we're fine with regard to the Deed of Trust relating to
22 regular insurance.

23 And we'll move on to the next item, which
24 is the requirement of having flood insurance.

25 MR. DAY: Yeah.

1 MR. ROEBUCK: And the issue with -- my turn
2 to talk, I guess?

3 JUDGE WEST: Yes.

4 MR. ROEBUCK: The issue is that I -- that's
5 been raised by both Keith and by somebody else, by --
6 who was it, Keith? Somebody else.

7 MR. DAY: I think Al.

8 MR. ROEBUCK: Yeah, Al -- was that what if
9 I have a piece of property in the hill country that, you
10 know, never flooded, never gonna flood, why in the world
11 should you have to have flood insurance on that; and
12 then, of course, then we end up down here where we've
13 had, you know, two 500-year floods in two years. So,
14 what are the criteria? I'd hate to do a knee-jerk
15 reaction and say everybody -- or suggest that everybody
16 ought to have flood insurance no matter what your flood
17 elevation, but I think we need to have some criteria.
18 My suggestion would be to do what the insurance
19 companies do; if you're in a -- if you're in an area
20 where you can get -- where you cannot get subsidized
21 flood insurance, then I think you -- a base flood
22 elevation of whatever the flood zone is, and we can
23 figure out, then you ought to have to have flood
24 insurance. I don't think that if you have property in
25 Hardin County that you ought to have the necessary flood

1 insurance. And I think -- I didn't talk to Mr. Hallmark
2 about it, but that seems to me that that would be a good
3 job for him.

4 MR. HALLMARK: I think with any policy we
5 have to be reasonable with it, you know. But I think we
6 were supposed to cover this in the committee.

7 MR. ROEBUCK: We were. We were.

8 MR. HALLMARK: And I think that's where I
9 left off, and, so, we haven't really had a meeting. So,
10 until we do, we can just table it, I guess, decide what
11 we want to do or draw up the criteria or decide what
12 criteria we need, if any.

13 JUDGE WEST: I would think we would need
14 something, you know, within reason; but I agree that
15 properties that aren't -- if you're not required to have
16 it, or the way Mr. Roebuck said it kinda makes sense to
17 me.

18 MR. HALLMARK: Absolutely.

19 JUDGE WEST: When you said -- Charlie, you
20 said the committee was going to meet. Was that a
21 committee of that -- that committee we had gotten --
22 were going to get together that I was supposed to be
23 working on?

24 MR. HALLMARK: Yeah.

25 JUDGE WEST: That one?

1 MR. ROEBUCK: I thought you suggested that,
2 Judge.

3 JUDGE WEST: Huh?

4 MR. ROEBUCK: I thought you suggested that.

5 JUDGE WEST: I think I did. And somewhere
6 I have a list of everybody who was so graciously going
7 to be a part of that committee. And, you're right, we
8 did not -- there were other things that were -- the
9 flood was just one of the things. That was really to go
10 over the entire bylaws and kinda make sure they're in
11 line. I mean, I think the insurance part of it, if we
12 want to make that a policy -- I mean, if we want to go
13 ahead and do something about that now, then we'll
14 entertain a motion now; or if everyone thinks we should
15 wait until we do have the opportunity to go through the
16 whole bylaws and make that a part of that conversation,
17 we can put it off until then.

18 MR. DAY: Tom, what -- what -- when you
19 sublease a piece of property, you're required by State
20 law to have insurance on that property, if, you know,
21 it's not a -- a raw lien.

22 MR. ROEBUCK: That's all through the
23 insurance coverage and the boilerplate language in all
24 Deeds of Trust. It's just there.

25 MR. DAY: I guess the issue whenever you

1 put that piece of property up when you're a new licensee
2 then you have that insurance, but I guess basically what
3 this would cover is anybody going in and canceling that
4 insurance after you put that property up, which is what
5 Charlie and Joleen get every year -- right, Charlie?

6 MR. HALLMARK: Right.

7 MR. DAY: Every year we send in our forms
8 and everything showing that we have insurance on this
9 property but --

10 MR. HALLMARK: Absolutely.

11 MR. DAY: -- what -- so the question would
12 be then is that that gap between the time you put it up
13 and the time that you renew, I guess, the year that
14 we're talking about it, the yearly tax statements that
15 we give and everything, you're talking about reducing
16 the liability, Judge; but at that point, why would you
17 reduce -- you wouldn't reduce the liability. They
18 wouldn't have that liability. If they don't have
19 insurance on it, then there's no reduction. You just
20 don't have that property up.

21 Is that right, Tom?

22 MR. ROEBUCK: You know, as we sit here,
23 you're talking about a gap. Let's say January 1st --
24 just use that as the target date -- all policies are
25 supposed to be renewed, and, so, Mr. Hallmark doesn't

1 get his policy renewal on January 1st, and we assume
2 there's no insurance. I think if we're gonna reduce the
3 bonding authority at that point in time with -- because
4 we don't have proof of insurance, I -- maybe, Judge, we
5 do need to change the board rules there, because I think
6 you got to put people on reasonable notice that their
7 bonding authority's going to be reduced if they're not
8 -- if they don't provide realtime current insurance
9 coverage, seems to me.

10 MR. DAY: I forgot there is no gap anymore;
11 right, Charlie? Because Joleen -- like, I think, in
12 April, Joleen sent me an e-mail saying that one of my
13 properties was about to expire, and I had just gotten a
14 renewal in the mail and everything, so I had to send
15 that renewal to her. So, I guess there's really not a
16 gap because I guess she's keeping up with them. There's
17 only a handful of us that even have property up for
18 collateral anyway, I believe. I think she keeps up with
19 that and just sends out a message saying, Hey, I need
20 the new renewal for this property regardless of what the
21 date is. If she doesn't get it, then at that point, to
22 me, Tom, that property would -- see what I'm talking
23 about? You have to have a certain amount of time to get
24 it in after it expires to -- before you reduce that
25 property. Say it's a \$50,000 piece of property, you

1 reduce their liability by that amount, the amount of the
2 property.

3 MR. ROEBUCK: Right.

4 JUDGE WEST: I thought we were also
5 talking -- maybe I'm confused, too -- about property
6 that wasn't necessarily -- that there were some
7 properties that weren't in a flood zone and didn't have
8 flood insurance that -- because of the last two floods
9 that flooded and then -- or could be flooded. And, so,
10 like Tom was saying, there was some other elevation or
11 some other group of -- that we were gonna potentially
12 talk about requiring flood insurance on the other -- you
13 know what I'm saying? That is -- am I confused?

14 MR. ROEBUCK: Judge, if I might. I think
15 you probably just bought a house, so you kinda know how
16 this works. If you're in a particular flood area,
17 whatever that -- A, Z, X, whatever it is -- then you
18 have to have flood insurance. My suggestion is that we
19 follow that criteria --

20 JUDGE WEST: Okay.

21 MR. ROEBUCK: -- because -- but it's not
22 that much money anyway. I mean, you know, flood -- some
23 flood insurance is like \$300.00 a year. So, really, is
24 it that big a deal?

25 MR. DAY: Well, it could be because there

1 are some -- you know, you've got to think most -- none
2 of these are homesteads. Any property we put up is, you
3 know, an investment property or a rental property. So,
4 in the flood -- if I'm not mistaken, the flood insurance
5 on those policies -- and it still may not be a whole
6 lot, but you have to remember the flood insurance
7 policies are a little bit more when it's not a
8 homestead.

9 JUDGE WEST: True.

10 MR. DAY: But, I mean, I do -- in saying
11 that, I do agree with Tom. I think we should basically
12 use the same requirements the mortgage companies use,
13 which basically says if the mortgage company's going to
14 require flood insurance, then I think the board should,
15 as well.

16 I mean, is that basically the standards
17 they go by?

18 MR. ROEBUCK: Yeah.

19 MR. DAY: That would be the standard I'd
20 set.

21 MR. ROEBUCK: The only -- what happens is
22 the problem is where -- as I see where you run into
23 areas that are so low that you're not eligible for
24 standardized flood insurance. For example, if my
25 house -- my house's flood insurance is like \$400.00 a

1 year. If I was not eligible for subsidized flood
2 insurance, it would be 5,000. So, there could be an
3 issue. But, I mean, that's just the price you've got to
4 pay if you're gonna put that property up for collateral
5 to make a bond.

6 JUDGE WEST: But the way our -- the way our
7 bylaws read now, it does not address flood insurance at
8 all; correct? I don't think it does.

9 MR. DAY: No.

10 JUDGE WEST: So, it sounds like everybody
11 agrees it needs to address it. It just needs to address
12 it in a way that if it's required by a mortgage company
13 then it would be required by the board.

14 MR. DAY: That would be my recommendation.

15 MR. ROEBUCK: That sounds like the simplest
16 thing to do.

17 MR. HALLMARK: Yeah, it does. That works.

18 JUDGE WEST: Is that something we want to
19 go ahead and take care of, we can go ahead and have in
20 place, and that way when we're doing the new bylaws, it
21 needs to be written in; or do we want to put that off?
22 You know what I'm saying? If we're -- who knows when
23 we're really going to get around -- I would hate to wait
24 for some committee that -- especially right now that
25 I'm --

1 (DOG BARKING)

2 JUDGE WEST: I think the dog just made a
3 motion.

4 MR. DAY: We should have had a bet on whose
5 dog was going to jump in first with some of us sitting
6 at home.

7 JUDGE WEST: My thought, though, would be
8 that if we -- I would hate to wait on something for us
9 to go and do some whole renewing of our bylaws because
10 who knows when we're really going to get to that.

11 MR. DAY: Do we want to throw a grace
12 period in there for people to get this insurance that's
13 going to be required?

14 JUDGE WEST: I would give them some
15 timeframe to do it.

16 JUDGE LIVELY: Well, that's going to be
17 important because we're in hurricane season. So, you
18 can't get flood if a storm's within 30 days of the
19 storm; right?

20 MR. DAY: Right. I don't know if there's
21 anything out there right now.

22 JUDGE LIVELY: I'm just saying we need to
23 take that into consideration.

24 JUDGE WEST: I mean, if we vote on
25 something today and make it policy, make it something

1 where they have a couple of months, sixty days or
2 something.

3 MR. DAY: You could set a date in advance.

4 MR. ROEBUCK: Well, I mean, you could -- I
5 would think that's maybe a little long. You know, you
6 can get coverage -- you can get coverage now with a phone
7 call.

8 JUDGE WEST: True. August 1st? That's
9 about less -- a little less than 45 days -- or somebody
10 make a motion. I don't care.

11 MR. DAY: Is August 1st too long, Tom?

12 JUDGE WEST: Do you want to do it less than
13 that?

14 MR. ROEBUCK: Well, clearly if you've got a
15 storm brewing in the Gulf -- yeah, I think sixty days
16 probably, because that way you can avoid any potential
17 inability to get coverage because there's a storm
18 brewing. So, I would say, you know --

19 MR. DAY: Well, Judge, instead of saying --
20 at sixty days it'd be in the middle of the month. Why
21 don't we just say September 1st.

22 JUDGE WEST: Then what we're doing, just --
23 which is fine if that is what everybody wants to do, is
24 we're avoiding this whole --

25 MR. ROEBUCK: You know what, as -- most

1 policies, they all mature at different times. But since
2 we're dealing with property that's not necessarily
3 covered by a loan, I think that's a good idea. Yeah,
4 maybe September the 1st.

5 JUDGE WEST: Then we pretty much avoid --
6 if something happens this hurricane season to someone's
7 house and they haven't done it, then they're not in
8 violation. It's just -- we will give them that time.

9 Is there a motion with regard to that?

10 MR. DAY: I make a motion.

11 JUDGE WEST: And, so, that would be a
12 motion, I guess, Keith, to require flood insurance on
13 any properties where it would be required from a
14 mortgage company?

15 MR. DAY: From a Mortgage company's
16 standpoint, yeah.

17 JUDGE WEST: And --

18 JUDGE LIVELY: With a grace period to
19 September 1st?

20 JUDGE WEST: To September 1st to get that
21 done?

22 MR. DAY: Yes.

23 JUDGE WEST: All right. We have a motion
24 from Keith.

25 MR. HALLMARK: I'll second.

1 JUDGE WEST: Charlie seconds.

2 Any other discussion?

3 (NO RESPONSE)

4 JUDGE WEST: All those in favor?

5 (RESPONSE)

6 JUDGE WEST: Any opposed?

7 (NO RESPONSE)

8 JUDGE WEST: That passes.

9 The last thing I have is there's something
10 that was brought up -- bondsman's concern of defendant
11 showing up to court with a warrant and not being
12 arrested.

13 Keith, do you know -- or who asked -- what
14 was --

15 MS. GARCIA: That was --

16 MR. DAY: I did not bring that up. I mean,
17 know that that has happened in the past, that there were
18 some questions that have come up in the past about
19 bondsmen sending the clients to court with warrants
20 expecting them to get arrested.

21 JUDGE WEST: Right.

22 MR. DAY: Now, we don't -- we don't do
23 that. I mean, we quit doing that years ago, because at
24 one time we did, but it became a problem, so we -- you
25 know, we made it a policy not to do that. I know there

1 have been some where we've had clients down there and
2 not get arrested when they went down there for a court
3 appearance -- for one reason or another and didn't get
4 arrested. It's very uncommon that that's happened. But
5 I didn't bring this up. I don't know anything about
6 this.

7 JUDGE WEST: Becky?

8 MS. GARCIA: Yeah. It was -- the issue
9 came up to where a person had a warrant. I believe they
10 went to Judge Woods's court. They were told to go take
11 care of it. They were not taken into custody. And I
12 think it ended up being maybe a bond forfeiture after
13 that. I don't know. But they came in with an AFRS
14 warrant that was active and --

15 JUDGE WEST: For a court date actually?

16 MS. GARCIA: No. They just came in. They
17 weren't on the docket. They just came in inquiring
18 about it. I don't think it was Compton. It was, I
19 think, another fill-in; and they said, Well, it looks
20 like you have a warrant. You need to go take care of
21 that. And they weren't taken in custody.

22 JUDGE WEST: Oh. I think that's probably
23 -- the only time I know that any of us -- and we've
24 told -- I think talked to Keith and different ones about
25 don't send them up here because our bailiffs are busy

1 doing other things and we can't -- they need to send
2 them to the jail. But that sounds like a fluke.

3 MR. DAY: I missed what Becky said. I
4 didn't understand what she said.

5 JUDGE WEST: She said apparently someone
6 showed up to Judge Woods's court and -- not necessarily
7 set for court but just was inquiring about their status,
8 and they had an AFRS; and someone saw it and said, Oh,
9 you've got a warrant, go take care of it, and didn't
10 take them into custody, which is not what, I think, the
11 bailiffs typically do or should do. So, she thinks it
12 might have been a stand-in, not the typical bailiff
13 that's down there anyway. So, it probably --

14 MS. GARCIA: And then the issue came up --

15 MR. DAY: I probably would have an issue
16 with that in a random situation like that. But as far
17 as sending people up there with warrants, we don't do
18 that.

19 MS. GARCIA: What Chief Kelly was, I think,
20 going to report back, or what the conversation left off
21 last time was the time. Like, if it was at like four
22 o'clock, you know, would there be someone to come get
23 them and then bring them back to the jail, because
24 people have been left before.

25 MR. WOODS: Yeah.

1 MS. GARCIA: So, that was another comment
2 that was made in the last discussion that we had about
3 it, you know, whether the Sheriff's Department would be
4 available if you're not currently in court, nothing
5 planned for that day and going on, if someone could come
6 get them and bring them out to the jail.

7 JUDGE WEST: Chief Kelly, can you hear
8 Becky?

9 CHIEF KELLY: Yes, I hear. We will be
10 available. That wouldn't be a problem.

11 JUDGE WEST: So, I mean, if in the
12 circumstance that happens, it sounds like it can be
13 taken care of. It just maybe wasn't that one time. But
14 --

15 CHIEF KELLY: Yes, ma'am.

16 JUDGE WEST: Anything else on that?

17 (NO RESPONSE)

18 JUDGE WEST: Any other business that anyone
19 wants to bring up that we haven't talked about?

20 MR. DAY: Judge, I did want to bring one
21 thing up, and this is something we talked about when all
22 this started back in, whatever it was, March, about
23 faxing or scanning, e-mail and the bonds to the jail,
24 and that was something -- I don't know if you remember
25 the conversation you and I had on the phone --

1 JUDGE WEST: Yeah.

2 MR. DAY: -- last week. But I talked to
3 Sheriff about it, and I never heard back from her. So,
4 I don't know if anybody else -- if Kelly maybe talked to
5 the Sheriff about that or if he knows anything about
6 that, maybe heard anything on that.

7 CHIEF KELLY: We haven't discussed anything
8 about that. We got into this situation with all this
9 stuff going on. We haven't talked about anything of
10 that nature.

11 MR. DAY: Well, this had -- this was, you
12 know, a direct reaction to all this going on. We had
13 spoken to her about faxing bonds to the jail, and I
14 don't think it's an issue at this point; but I think,
15 you know, I want to discuss it because there are a lot
16 of other counties that do this now, fax and scan,
17 e-mailing bonds. And if we come across situation again,
18 which they said is a possibility in the fall of going
19 through this again, so maybe be out in front of it this
20 time and maybe see if there's, you know -- Tom, is that
21 something that, you know, can be done from a standpoint
22 on a bond as far as scanning and e-mailing or faxing a
23 bond to the jail for a defendant?

24 MR. ROEBUCK: We can regulate ourselves to
25 death. Isn't that up to the Sheriff?

1 MR. DAY: Well, I don't know -- well, it's
2 up to the Sheriff, I guess, to make that decision. But
3 I didn't know from a legal standpoint whenever the
4 jail -- I'm assuming other jails in the state of Texas
5 are doing it, then it must be legal, but I shouldn't
6 make that assumption because there are lots of things
7 that people do that they claim is legal that's not
8 legal. But I'm wondering about an actual signature -- a
9 copied signature on a bond.

10 MR. ROEBUCK: Are you talking about the
11 standpoint of the enforceability of a judgment NCI, a
12 bond forfeiture on a facsimile transfer?

13 MR. DAY: Well, I guess --

14 MR. ROEBUCK: I would hope that as a lawyer
15 I'm smart enough to figure that one out.

16 JUDGE WEST: So, we wouldn't have the
17 original is what I think the concern is. The original
18 would still be with the bondsman and a fax or a scanned
19 copy would be what goes with the file things like that.

20 MR. ROEBUCK: Judge, is that a business
21 record?

22 JUDGE WEST: I mean, I don't see that
23 those...

24 MR. ROEBUCK: Seems to me.

25 JUDGE WEST: Mary, do you know anything

1 logistically why would cause an issue out there?

2 MS. GODINA: I wouldn't think so.

3 JUDGE WEST: Chief, do you mind doing us a
4 favor and talking to Sheriff about that and seeing if --
5 I mean, she might actually would rather some of that
6 take place because it would slow down some of the
7 traffic going in and out, at least, of the book-in area
8 of the jail, so -- and get back was --

9 MR. DAY: Yeah, that's what we were trying
10 to do is just slow down the traffic going in and out. I
11 knew at one point it became an issue.

12 MS. GARCIA: They already have that e-mail
13 set up, the book-in e-mail address where it's -- Chief
14 Kelly and I have talked about that before on another
15 subject. But, to me, it shouldn't be a problem because
16 if the Sheriff's Department receives, it, they print it.
17 The original signature's going to be on the one they
18 print and notarize, and that's the one that's forwarded
19 to the Court with the defendant's signature.

20 JUDGE WEST: Okay. I guess the main thing,
21 Chief, would be if we do it this way, we have to make
22 sure someone's checking those e-mails -- you know, what
23 the actual policy -- who's doing it, where -- which
24 e-mail it goes to, who's checking those e-mails. It may
25 be that the bondsman would need to make a phone call and

1 say, I just sent it, and they would need to know who to
2 call and make sure that all of that was going through
3 timely. So, if you can check into that. I say this is
4 easy enough for us to do and have this meeting. We'll
5 go ahead and start trying to have our monthly meetings,
6 at least this way for the time being and we can put it
7 on the agenda for next meeting.

8 CHIEF KELLY: Yes, ma'am. And I'll do some
9 research to see if any other counties are doing this and
10 see how it's working out for them, and we can discuss
11 that at the next meeting.

12 MR. DAY: Hey, Kelly, I'll call David
13 Fruge, because he's the one that told me other counties
14 are doing that, and I will see if I can find a list of
15 the counties that are doing it to kinda give you an idea
16 so that way you can make those phone calls.

17 CHIEF KELLY: Okay.

18 JUDGE WEST: All right. Anything else from
19 anyone?

20 (NO RESPONSE)

21 JUDGE WEST: All right. Thank y'all very
22 much. I appreciate you-all. Take care and stay safe.

23 CHIEF KELLY: Bye-bye.

24 (END OF PROCEEDINGS)

25