

BAIL BOND BOARD MEETING

SEPTEMBER 21, 2023

THOSE PRESENT: Judge Ransom "Duce" Jones

Judge Raquel West

Judge Clint Woods

Becky Bertrand

Becky Bertrand

Rhonda Brode

Keith Day

Valencia Fontenot

Haylee Fournier

Kellie Holmes

Lisa Marks

Capt. A. Morri

Sandra Mott

Al Reed

Glenda Segura

Chief Shauberger

Valencia Simpson

1 JUDGE WEST: I'm going to call the meeting to
2 order. If you haven't signed, make sure you sign the sign-in
3 sheet, please. All right.

4 Item number one is to review minutes and approve them
5 from last month's meeting. I think these were sent out some
6 time ago. We need a motion and second for that.

7 JUDGE JONES: So moved.

8 JUDGE WOODS: Second.

9 JUDGE WEST: Got a motion and a second. Any
10 discussion about the minutes? All those in favor.

11 (RESPONSES MADE)

12 JUDGE WEST: Any opposed? All right. That
13 passes.

14 Let's see. Report from the district attorney's
15 office, do we have --

16 MS. MOTT: I'm here, but we're not doing this
17 still.

18 JUDGE WEST: Not yet. All right. Well, I
19 guess we'll review one of those sometime maybe.

20 Three is to -- are there any -- we do have an
21 application for a renewal, correct?

22 MS. BERTRAND: Correct. We have two actually.
23 I was looking for them awhile ago. So the first one we have
24 that was emailed out to everyone is an employee for Allied Bail
25 Bonds, Nguyet Pham. Everything is in order, and she is just a

1 bail bond representative.

2 JUDGE WEST: Was the other one not sent out?

3 MS. BERTRAND: Shirley's. No, I emailed
4 Shirley's, too.

5 JUDGE WEST: Oh, okay.

6 MS. BERTRAND: So the next one -- but I need a
7 vote on that. We have to do them separately.

8 JUDGE WEST: Okay. Go ahead and tell us about
9 both of them and then I can --

10 MS. BERTRAND: Then the second one is Shirley
11 Laine. It's her renewal. It was also emailed out to everyone,
12 and everything is in order on that one.

13 JUDGE WEST: All right. So we've got one for
14 the renewal for -- I'm sorry.

15 MS. BERTRAND: Nguyet Pham.

16 JUDGE WEST: Nguyet Pham.

17 CHIEF SHAUBERGER: I make the motion.

18 MS. FOURNIER: County clerk second.

19 JUDGE WEST: We have a motion and a second.
20 Anything on that one? All in favor.

21 (RESPONSES MADE)

22 JUDGE WEST: Any opposed? All right. That
23 passes.

24 And then we've got Shirley Laine's renewal.
25 We'll also need a motion on that one.

1 JUDGE WOODS: I make a motion to approve.

2 MR. DAY: Second.

3 JUDGE WEST: Got a motion and a second. Any
4 discussion on that one? All those in favor.

5 (RESPONSES MADE)

6 JUDGE WEST: Any opposed? All right. Those
7 two both pass.

8 Any complaints?

9 MS. HOLMES: No, ma'am, no complaints.

10 JUDGE WEST: All right. We have a report from
11 the treasurer.

12 MS. MARKS: It's been handed out.

13 JUDGE WEST: Anybody have any questions or
14 discussion about that report? That's just for discussion
15 purposes.

16 All right. We'll move on then. Any request
17 for release of property? Becky, do you know of any?

18 MS. BERTRAND: No, ma'am.

19 JUDGE WEST: Kellie, you don't either?

20 MS. HOLMES: No.

21 JUDGE WEST: All right. Next is the report
22 from the auditor's office.

23 MS. BRODE: It's been distributed and I'm happy
24 to say that some of the bond fee invoices have gone out and
25 almost all of them have been paid.

1 JUDGE WEST: Good. So it's working.

2 MS. BRODE: It's working.

3 JUDGE WEST: Okay. Perfect. Any discussion on
4 that? All righty.

5 The next is we've been obviously discussing and
6 extending each month extending the grace period on bondsman
7 liability issues because of our Odyssey. Are we still in
8 position where we need to be doing that? So what we've been
9 doing is just extending it to the next meeting. And so my
10 suggestion would be to do that. We'll need a motion to do that,
11 not for a specific date but just to the date of the next meeting
12 is what we've been doing.

13 JUDGE JONES: So moved.

14 CHIEF SHAUBERGER: Second.

15 JUDGE WEST: Got a motion and a second to do
16 that. Is there any other discussion on that?

17 Yes, ma'am, Rhonda.

18 MS. BRODE: Since we have so many bondsmen here,
19 can we ask how it's looking to them? I mean, is any of it
20 getting cleaned up?

21 UNIDENTIFIED SPEAKER: It is. I have a lot to
22 be done.

23 MS. BERTRAND: Well, I can tell you from the
24 report that I'm working on: Previously, this was ran in August
25 and I had over six million dollars. After running it this

1 morning, it's just over -- it's 3.8 million. So they are slowly
2 starting to fall off, the ones that need to fall off.

3 JUDGE WEST: Good. Okay. Everybody keep
4 working on that.

5 The next, we have -- and we talked about this
6 last meeting with regard to the personal bond and the personal
7 recognizance -- easy for me to say -- bond and the fact that we
8 have been doing this probably wrong for quite some time and kind
9 of saying the wrong words but meaning the right thing and Judge
10 Derouen is here who is doing all the magistration for us a lot
11 out there and had kind of figured this out for us and I think
12 worked with Becky and gave us some information and some forms.
13 Becky has sent out to everyone a copy of --

14 MS. HOLMES: That's the one she fixed.

15 MS. BERTRAND: I just sent it you and Judge
16 Woods for --

17 JUDGE WEST: Got it. So we have -- does
18 everyone have a copy of them? Not really.

19 MS. BERTRAND: No. I just made like two.

20 JUDGE WEST: Okay. So we can pass them around;
21 but what we've got is the regular what we call PR bond form,
22 which is what we've all been using. There was a modification
23 that we made on this one after discussion to take out the amount
24 to put in there because technically on a PR bond. There should
25 not be an amount, correct?

1 JUDGE DEROUEN: Correct.

2 JUDGE WEST: So that's all that has been
3 changed on the form that's been used for the personal
4 recognizance bond is just we took that spot out. And then there
5 is a new form -- and we can pass it around -- that is called
6 personal bond. It has all the other information that's needed
7 on it, with a spot for the amount because on this one, you
8 attach an amount. They don't have to pay it unless they don't
9 show up, and then they could be gone after for that, correct?

10 JUDGE DEROUEN: Correct. That's correct.

11 JUDGE WEST: So we need to approve both of
12 these. If y'all want, we can kind of pass them around. We can
13 go make some -- would you run --

14 MS. HOLMES: How many?

15 JUDGE WEST: Just make 10 is enough for
16 everybody to kind of share.

17 And while she's doing that, if there is
18 anything you want to add, Marc, to -- we appreciate you helping
19 figure it all out.

20 JUDGE DEROUEN: Yeah, it's no problem. I mean,
21 I just -- you know, I think it was a common error not just in
22 Jefferson County and beyond. It was just what was going on with
23 these personal bonds and personal recognizance bonds. And even
24 with Odyssey, we still haven't straightened it out yet, with
25 them being able to put a dollar amount in and differentiating

1 between the two bonds.

2 JUDGE WEST: Right.

3 JUDGE DEROUEN: Still working on that with MIS
4 but I don't think -- I'm not sure that there has been any real
5 foul on this. I don't think it necessarily hurt anything as far
6 as justice and getting things done but I know we would like
7 to -- now that we are aware of it, we certainly want to start
8 doing it the right way and making sure that people understand,
9 even me with the other magistrates, making sure they understand
10 the difference between the two and I think we're moving in that
11 direction. I think all the courts are on-board with it as far
12 as I'm aware.

13 JUDGE WEST: Yeah, I think so. And I'm going
14 to -- once we do this and I have the actual forms, I'll go talk
15 to Judge Stevens and we'll get with Judge Holmes as well to make
16 sure everybody is saying the right words for what we mean to be
17 doing and doing the right form.

18 Al.

19 MR. REED: On the two bonds, the personal
20 bond -- you said personal bond and personal recognizance bond?

21 JUDGE WEST: Yes.

22 MR. REED: Is one taking the place of the other
23 one?

24 JUDGE WEST: No, there are two separate --
25 there are actually two separates types of bonds.

1 MR. REED: The personal bond has no amount?

2 JUDGE WEST: No. That's the opposite. Here,
3 I'll explain it. The personal recognizance bond, what we have
4 always called PR bond and attached an amount to, does not and
5 should not have an amount attached to it. It is just you're
6 free to go and you show up when you're supposed to show up and
7 there is really no consequences if you don't show other than we
8 could, you know, issue a warrant and do an at large without
9 proper bond.

10 The personal bond is what we've always really
11 used for the most part, but we've called it the wrong thing.
12 It's the one that has an amount attached to it. So you say I'm
13 setting your bond -- as a judge, you will say: I'm setting your
14 bond at \$5,000 but I'm making it a personal bond. You don't
15 have to pay that money unless you don't show up. Then there
16 could be consequences and some civil action to try to get that
17 money back.

18 MR. REED: What about the criteria of the two
19 bonds? Are they the same?

20 JUDGE WEST: It's really -- I think they're very
21 similar as far as what we're supposed to look at when we're
22 setting bonds on any cases. So I mean, if we think they qualify
23 for a bond where they don't pay any money, I typically, and I
24 think most of us, are going to be putting an amount on it so
25 that it just gives a little more incentive and also if there are

1 some conditions, we're discussing how to enforce conditions and
2 things like that.

3 Typically, an actual PR bond now, the only time
4 I've really done a true PR bond is when I get a call from the
5 jail on a medical issue and I rarely attach an amount for that.
6 I actually just say let them out. It's a medical PR. There is
7 not really such a medical, it's just the reason; but it's a true
8 PR where I don't put an amount on it. That's been my practice.

9 JUDGE WOODS: Same.

10 MS. FONTENOT: Well, will there be a new field
11 attached to Odyssey for this? Y'all have already talked to MIS?

12 MS. BERTRAND: Yeah. The reason that there
13 hasn't been is because we haven't met yet and we needed to vote
14 on the form before the form can be used. So that's one thing
15 I'll send out to you guys and let y'all print as needed, the
16 Word document, but then that also gives y'all something to go
17 back to to explain that there are two different types of bonds
18 that will now be at the jail as well.

19 So Judge Derouen, I can now have the drop-down
20 to include personal in there --

21 JUDGE DEROUE: Great.

22 MS. BERTRAND: -- after today's meeting.

23 JUDGE DEROUE: Okay. Thank you, Becky.
24 You're always on top of things.

25 MR. DAY: I'm just kind of curious. So if a

1 personal bond and they have -- let's say you attach 100 dollars
2 to it -- and that person fails to appear in court and they're
3 sentenced, well, is that just -- and I'm just curious -- is it
4 just added to like their fine? Would it be added to the fine?
5 How would y'all handle that?

6 JUDGE WEST: If they don't show up?

7 MR. DAY: Well, yeah, if they don't show up
8 because obviously they forfeit the bond at that point just like
9 on a surety bond, we're sued. So would the defendant be sued
10 because you're attaching an amount to it?

11 JUDGE WEST: Right.

12 MR. DAY: Would they be sued? Would that be
13 added to their -- like if they had a fine or something like
14 that?

15 JUDGE WEST: It would just be a judgment
16 against the person. It wouldn't -- we can't add that to a fine
17 or something.

18 MS. BERTRAND: The judgment would fall under
19 the judgment nisi. Just as your judgment would be a full amount
20 so would theirs, the full amount of the bond plus court cost.

21 JUDGE DEROUEN: And they would be charged for
22 any expenses it costs to get them to the court.

23 MS. BERTRAND: Expedited or whatever. But the
24 same rules apply to a personal bond as it applies to you on a
25 surety bond. Same procedure. Same everything.

1 MR. DAY: Except y'all don't get paid.

2 MS. BERTRAND: There is that.

3 MR. DAY: But I assume if they forfeit once,
4 their criteria for the next time is thrown out the window at
5 that point.

6 JUDGE WEST: I mean, typically if somebody
7 doesn't show up, I treat it on a personal bond and we know they
8 got notice, that the clerk sent out notice, I mean I treat it
9 just like if there is a bond forfeiture. I just do at large
10 without proper bond and they've got a \$100,000-bond and they
11 usually don't make it again so ...

12 MR. DAY: Well, and the reason I ask it is
13 because I don't really know how those people are notified.

14 JUDGE WEST: Our clerks notify them.

15 MR. DAY: The clerks notify them. But they go
16 by the address that's on the bonds, right?

17 JUDGE WEST: Yes. And so, you know, they've
18 got -- it will be all the information before they leave the
19 jail. The jail will need to make sure all that is filled out
20 because that is what we use, the clerks in both sides of the
21 court, to send them their information. Also, if you'll notice
22 not that it will make a big difference but there is a little
23 blurb on here that says they acknowledge it's their
24 responsibility to contact the Court to get their court date but
25 they are also going to get something to the address that they

1 provide.

2 MR. DAY: Yeah, and that's the only thing that
3 kind of concerns me a little bit about what you just said that
4 you do if they don't show up for court about setting an at large
5 without proper bond. Do you -- do you still attach and do like
6 Judge Woods and Judge Holmes do -- do y'all still attach a bond
7 amount to that person? The reason is is because being in the
8 bonding business, we all know that those addresses are about as,
9 you know, they don't last very long. It's like a cell phone
10 number.

11 JUDGE WEST: Sure. But it's their
12 responsibility.

13 MR. DAY: Right. I understand that.

14 JUDGE WEST: So they're just going to get at
15 large without proper bond and a big old bond. So, yeah, I mean
16 they're going to have a bond set. We don't no bond them.

17 MR. DAY: They would just get a new bond set.
18 Okay.

19 JUDGE WEST: Yeah. It's just usually a big
20 one.

21 JUDGE WOODS: It's not going to change the
22 practice of what we've been doing. It's just a form.

23 MR. DAY: I didn't really know the criteria in
24 the first place.

25 JUDGE WOODS: Oh, okay. I thought you were

1 worried it was going to change something.

2 MR. DAY: No, no. I just didn't know in the
3 first place.

4 JUDGE WEST: There's not a whole, whole lot of
5 people who actually qualify and get a PR bond, or a personal
6 bond.

7 MR. DAY: Yeah. I had talked to Judge Derouen
8 and we had talked about that and had that conversation and I
9 just didn't really know how it worked in the first place.

10 JUDGE WEST: For me, they look -- the
11 magistrates look at certain criteria and some cases aren't
12 eligible for it obviously. And any time you want to put a
13 condition on anybody, it's better to go ahead and put a bond
14 amount to it because that way they've got a bondsman also
15 helping look after the fact that they are meeting those
16 conditions. The only time I do it for the most part from a
17 court standpoint is if I have someone that enters a plea to a
18 deferred probation. It's already agreed but we have to wait for
19 a presentence report and they're in jail and I want to get them
20 out of jail. And so I reduce their bond, make it a personal
21 bond but I do attach an amount to it and I talk to them about
22 the importance of it, blah, blah, blah, and all that stuff. So
23 generally though, it's just --

24 JUDGE DEROUEN: And it is -- it's pretty rare
25 really. I mean, they almost daily someone is asking can I get a

1 PR bond? They're all saying that. Of course, you got 20 of
2 them in the room and if you give one a personal bond, then they
3 all start asking for it. So it's really rare anyway and pretty
4 much the decision is made before they even get in front of us
5 because you've looked at the criminal history and you've
6 considered the public safety report. But I'm talking this isn't
7 really changing that there is going to be a lot more personal
8 bonds.

9 JUDGE WEST: We're just going to call them the
10 right thing and use the right form.

11 MR. DAY: No. I get it. Like I said, I was
12 just asking because I didn't really know the criteria in the
13 first place so that's why I was kind of curious.

14 JUDGE WEST: Did you have something?

15 MR. FREGIA: I did but he pretty much answered
16 it. I was just -- in a rough-about estimate did he know how
17 many PR or personal bonds were being done monthly.

18 JUDGE DEROUEN: I don't. I do not have that
19 information.

20 JUDGE WEST: I can't remember imagine that
21 it's --

22 MR. FREGIA: By what he said, I know it's not
23 that much.

24 CHIEF SHAUBERGER: No. It's low.

25 JUDGE WEST: All right. So if everybody has

1 had an opportunity to look at them, we'll need to probably vote
2 on each of the forms, the change on the old PR bond form taking
3 off the amount and then a vote to get the new bond for the
4 personal bond. I'm going to say it wrong.

5 JUDGE JONES: Trying to get a motion?

6 JUDGE WEST: Uh-huh.

7 JUDGE JONES: So moved.

8 CHIEF SHAUBERGER: Make a motion.

9 JUDGE JONES: I make a motion.

10 CHIEF SHAUBERGER: Second.

11 JUDGE WEST: All right. So let's do them one
12 at a time. Judge Jones makes a motion on the new PR bond
13 without the amount. We've got a second by Chief. Is there any
14 other discussion about the personal recognizance bond new form?
15 It just takes off the amount. All those in favor.

16 (RESPONSES MADE)

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

19 And then we've got the new personal bond form.

20 JUDGE JONES: So moved.

21 JUDGE WEST: We've got a motion to approve.

22 MS. FOURNIER: County clerk seconds.

23 JUDGE WEST: We've got a second. Any other
24 discussion on that form? All those in favor.

25 (RESPONSES MADE)

1 JUDGE WEST: Any opposed? All right. That
2 passes as well. Thank you. And thank you, Judge, for being
3 here.

4 So the next thing is consideration and approval
5 for bondsmen to pay fees starting back from March. We've really
6 kind of started that last time, didn't we?

7 MS. BRODE: Yes.

8 JUDGE WEST: Do we need to do anything else on
9 that?

10 MS. BRODE: No.

11 JUDGE WEST: I don't think we -- I think we're
12 good on that, right?

13 Y'all sent them and that's all in the works,
14 everybody is starting to take care of that? Okay.

15 Okay. So the next is there has been some
16 discussion and talks about municipality bonds and whether or not
17 those municipal bonds should go against your liability that we
18 take care of. We've had kind of a separate meeting with myself
19 and Judge Woods and Becky and Rhonda and just to kind of explain
20 it a little more, we've done a little bit of research on it. Our
21 thought -- and tell me if I'm wrong -- is that we really don't
22 as a bail bond board have anything over any type of
23 municipality. And Judge Lively is not here, but we kind of
24 mentioned to him after the last meeting as well. They have
25 their own issues, and we all agree that that should not go on

1 any liability that we have or you have through the jail or
2 anything like that. Separate courts. Separate information.
3 Legally separate. And so that's kind of the legal stance or
4 position from what research we've done. I think that's probably
5 the proper way. What was -- what's happening and what we have
6 to work out is that Odyssey is wanting to pull it in when those
7 bonds are made at the jail and so we're trying to figure out how
8 to -- and they're working on that. Mary was at that meeting as
9 well. And so MIS is working to figure out how that doesn't
10 attach to you guys. It's going to be called something
11 different. Becky might have a little more explanation; but in
12 general, it's really not something that I think we actually need
13 to approve or vote on. There is nothing in our policy or bylaws
14 that says municipal bonds should go against you or for you or
15 either way and so we are just -- we got together and we're
16 making sure that MIS, unless someone thinks or wants that to go
17 against y'all, I think it's -- no one -- no one around here
18 wants it to. It would be a nightmare for everything; for MIS,
19 for auditing, for the jail, I think for everybody. So we just
20 kind of wanted to let y'all know that that was something that is
21 an issue with Odyssey, that's it's trying to pull it in and
22 we're working on that not happening so it does not go against
23 your liability.

24 Rhonda, did I --

25 MS. BRODE: (Nodding)

1 MS. BERTRAND: So if for some reason it does
2 show up on y'all's reports, just like y'all have been doing by
3 marking it out, just make a note it was a municipal bond. And
4 then, of course, the same thing that everyone has been doing,
5 just deduct that off and it's -- it's us trying to create a new
6 code and tell the program to not pull in that code. So we're
7 working on it.

8 JUDGE WEST: Obviously, if you see them, make
9 the notation and let somebody know. So that's all that one was
10 about. Okay. The next --

11 MS. BRODE: I'm sorry. I do have a question.

12 JUDGE WEST: Yeah.

13 MS. BRODE: It doesn't go against their bonding
14 limit, but they pay the bond fee? No? Yes?

15 MR. DAY: No.

16 MS. BRODE: No. Okay.

17 JUDGE WEST: I think we can't require a bond
18 fee if it's not part of the bond liability.

19 MS. BRODE: I just want to make sure because
20 it's very high tech how I'm billing them. I'm watching TV and
21 I'm counting one, two, three. Pretty high tech.

22 JUDGE WEST: The next thing on the agenda is to
23 consider and approve a change to our local policy regarding
24 bondsmen. So we have -- I think all of you have probably
25 received a confidentiality agreement or have y'all not yet?

1 Have we not done those yet?

2 MS. BERTRAND: I don't think so.

3 JUDGE WEST: So in order for y'all to get on
4 that portal and your employees to get on the portal, we want to
5 make sure that obviously everybody uses that information
6 properly and that your employees are using it, you're going to
7 have a password and if an employee leaves because they're upset
8 or you fire them because they're not doing the right thing, then
9 we want to put it on you guys to let one of our clerks know so
10 that they can change your passwords. And so you'll all have and
11 we have a copy which we probably need -- there is -- it's not
12 what is going to be done. I need changes. Mainly just one.
13 But so here is the way it's going to read probably and then what
14 we can do is if we can get the wording right, we could go ahead
15 and get it done today. I just made a little change because it
16 just says termination.

17 MS. BERTRAND: Okay.

18 JUDGE WEST: And, obviously, if an employee
19 quits, we still want you to have to do the same thing and get us
20 that information. So just the way it reads, and I can make
21 y'all copies, but I'll just read it. It says: Any licensed
22 surety wanting access to online records shall sign a
23 confidentiality agreement. This confidentiality agreement will
24 be in effect until the surety requests removal from the site or
25 the Bail Bond Board removes online privileges. Any licensed

1 surety giving access to an employee of their business will be
2 held responsible for the employee's action if in violation of
3 the confidentiality agreement. Within 24 hours a surety shall
4 give written notice to a Bail Bond Board Administrator to have
5 their password reset -- and then there is going to be a little
6 tweek in the language -- something about maybe if an employee
7 leaves employment with the company for any reason. Also
8 included in this notice, the surety shall submit an updated list
9 of employees. Failure to notify an administrator could result
10 in disciplinary actions.

11 So it's just making sure that we protect that
12 site with people who have access to the passwords, and so we'll
13 get this. But I switched it from one thing to "if an employee
14 leaves employment with the company for any reason" is a little
15 wordy if anybody has better words but that's -- no matter why
16 they leave, we just obviously want your password reset and y'all
17 should want it as well because you don't have any say-so over
18 them and you're going to be -- if they're on there doing stuff,
19 we're going to look at you and not them.

20 If everybody likes that language and is okay
21 with it, we can go ahead and get a motion and a second and
22 approve that. What we will have to do, this will go be -- the
23 motion is actually to approve this as part of our bylaws and so
24 it will become part of our -- and we were looking at where to
25 put it. Becky, what did you --

1 MS. BERTRAND: So in my e-mail I had suggested
2 under --

3 JUDGE WEST: Is it H? Am I looking at the
4 right one, 6/23/20? Is that the last update?

5 MS. BERTRAND: Yes. Under D: Bonding business
6 or G: Prohibitions and penalties or that we create it on its own
7 section since this is very new under, you know, anything web
8 based or electrically --

9 CHIEF SHAUBERGER: Cybersecurity.

10 MS. BERTRAND: Yeah.

11 JUDGE WEST: I mean, we can make a new letter
12 or I think under bonding business -- right now under bonding
13 business, all there is is one subsection under that. It says
14 subsection a that is the sheriff shall accept or approve bail
15 bond executed by a person blah, blah, blah. That's that one.
16 It could easily go right there as a b under D. I think
17 that's --

18 MS. BERTRAND: D is continued over to the next
19 page, the top of the next page.

20 JUDGE WEST: Oh, there is a d. Hang on.

21 MS. BERTRAND: It's just printed weird.

22 JUDGE WEST: It did print weird and there is
23 some issue because we've got a 2 and a 3 and a 4 heading -- and
24 I never noticed that -- and not a 1. We can look at that later.
25 We need to fix that. So it would actually be C.

1 MS. BERTRAND: Yes.

2 JUDGE WEST: It would be C under -- no. You
3 don't have a c under a d. That's not right. You see what I'm
4 saying? It needs to be 5.

5 MS. BERTRAND: Okay.

6 JUDGE WEST: That all needs to be -- I need to
7 look at that. We could vote on it to be under the title D and
8 then we could fix that. And if we need to fix that at the next
9 meeting, we can get that done easily just to make that read
10 better. It's a little wonky so anyway we can still approve it
11 under Subsection D of the local rules. So we would need a
12 motion and all of that if everybody wants to do that.

13 JUDGE WOODS: I'll make a motion to approve the
14 addition.

15 MR. DAY: Second.

16 JUDGE WEST: Got a motion and a second to
17 approve the online access language and form for confidentiality
18 as I read into the record. Is there any other discussion? All
19 those in favor.

20 (RESPONSES MADE)

21 JUDGE WEST: Any opposed? All right. We'll
22 get that in the local rules, and we'll get that -- the
23 acceptance and get your confidentiality agreements to sign off
24 on and we'll keep track of those as well.

25 All right. Now, to the last and fun one that

1 I'm assuming why everyone is here. So another thing that has
2 come up because of Odyssey which as much as sometimes we've
3 complained about Odyssey, it's also forcing all of us in some
4 ways to do things correctly that hasn't been done correctly for
5 a long, long time. One of the things that was brought to our
6 attention was when an out of county bond or when you make a bond
7 at Jefferson County for an out of county case, right? That's --
8 make sure I say that correctly.

9 MS. BERTRAND: Uh-huh.

10 JUDGE WEST: And it has not -- in the past
11 those bonds have not gone against your liability but legally and
12 in everything that we have found, it should go against your
13 liability and you've not had to do that but it's -- it's really
14 not something that is a bail bond -- it's not a local rule.
15 It's not anything that we are going to need to vote on. It's
16 something that we wanted to make y'all aware of because I think
17 it's just going to happen because it's the legal way to do it.
18 And what that means and what is important, I think -- well, two
19 things are obviously important is you're going to have it go
20 against your liability but the problem with that comes in where
21 you want to get off of it. When that case is over, it's going
22 to be your responsibility to get that information to us or to
23 the jail so that it comes back off your liability. And so if
24 the case is dismissed or it's pled -- whatever the end of the
25 case is -- the jail can't keep track of that and it's not up to

1 them to do that so those are ones that you'll have to keep track
2 of so that you can let the jail know and get that off your
3 liability.

4 Any questions or discussion about that?

5 MS. BERTRAND: So when the bond is made and
6 you're saying that this bond was made, y'all enter that in jail
7 manager that a bond was posted for this person and that it's an
8 out of the county bond for another county, right?

9 MS FOURNIER: We enter it.

10 MS. BERTRAND: No, no, no. I'm not talking
11 about us entering them. I'm not --

12 MS. FONTENOT: If they come into our jail on a
13 Hardin County charge and we post a bond for Hardin County, yes,
14 they're being keyed in.

15 MS. BERTRAND: So then they would need to bring
16 the documentation to you to make that bond -- to release that
17 bond because it is not attached to a case. We don't have that
18 authority. It doesn't even come over to us.

19 MS. FONTENOT: Right. It's mailed to the other
20 county.

21 MS. BERTRAND: So it would go to the jail for
22 the bond to be released and removed from their liability. So
23 just like a bond that they filed an AFRS on before the case is
24 filed, it would be the same scenario. You would release that
25 bond.

1 JUDGE WEST: With documentation from whatever
2 the county is that the case has been disposed of.

3 MS. BERTRAND: Under the bond status.

4 MS. FONTENOT: Right, but we don't get anything
5 from --

6 (SIMULTANEOUS SPEAKERS)

7 JUDGE WEST: Y'all are talking over each other
8 so be careful.

9 MR. DAY: I don't know. That's why I'm asking.
10 What did y'all find showing that this -- that this was the way
11 to do it? Since y'all researched it, I was just kind curious
12 because I don't know.

13 David, have you heard?

14 MR. FREGIA: It's pretty common.

15 JUDGE WEST: Well, I think it's --

16 MR. DAY: I just want to make sure because I
17 never heard of it and we -- obviously, this is new so I was just
18 kind of curious.

19 JUDGE WEST: I mean, other counties it's what
20 happens and it's -- I don't know that we found some specific law
21 that says you're required to do it. But if you're making a bond
22 in our county, then it should go against -- I mean, it's almost
23 to me kind of just common sense that probably should have been
24 happening because you're making bonds that's not going against
25 your liability anywhere and that's not the right way, I think,

1 to do business if you've got bonds out there and you don't have
2 coverage for them if it's that -- if the other county, for
3 instance, they're not doing anything with it and we're not doing
4 with it so it's kind of a free bond in a way. And so the
5 program itself is really what brought that, again, to our
6 attention. And then after looking at that and some other
7 counties and it's -- it's got to go against -- every bond should
8 go against your liability somewhere, you know. I mean, we can't
9 because it's a -- if it's our -- except for this municipality,
10 which is a whole different thing because those aren't ours -- I
11 mean, it's a different system. And so with the out of county is
12 different than that.

13 MR. DAY: So this will be -- I assume this will
14 be bonds written from this point forward?

15 JUDGE WEST: Yes.

16 MR. DAY: Because y'all won't be able to go
17 back and figure that out.

18 JUDGE WEST: No, we're not going to go back.

19 MS. BERTRAND: So the thought process is if you
20 bring in a bond to the jail and it has your license number on
21 it, it goes against your liability. That bond is sent to the
22 county where the charges originate from. So the forfeiture
23 occurs in that county; and if they go execute on it, they're
24 coming to us for the collateral, you know, your collateral if
25 you don't pay.

1 MR. DAY: Yeah, I'm fine. I just wanted to
2 make sure that we didn't have to backtrack and start trying to
3 figure out new liability issues based off the old --

4 JUDGE WEST: We're doing enough backtracking
5 right now in other things. We're not going to do that.

6 Yes, sir.

7 MR. FREGIA: I would like to say one thing on
8 that comment and the reason why -- and multiple counties do it
9 different ways because there is nothing there but as far as
10 accountability and as far as the forfeiture is concerned is the
11 reason why some people do not count it against their liability
12 is because in Jefferson County if Keith writes a Hardin County
13 bond, Jefferson County has no say-so. If the bond forfeits,
14 Hardin County cannot come to Jefferson County and say, Give me
15 that \$30,000, so that's where that comes from because only
16 Jefferson County, we write bonds as potential liability so
17 that's where the liability comes in. So only the money that's
18 put up is the money for Jefferson County to accept that the
19 bondsman don't take care of his business and pays. But another
20 county cannot call. Now, they can put out -- because we have
21 them in State of Texas that your license cannot be renewed if
22 you have a final judgment and that's how that stands on that but
23 another -- now, they can put a lien against you or whatever,
24 Hardin County can put a lien against Keith.

25 MR. DAY: An unpaid fine.

1 MR. FREGIA: They can't call Jefferson County
2 and say, Hey, I'm going to take Keith's 30,000-dollar CD. Y'all
3 need to forfeit it to us. That's not how that works in the
4 State of Texas.

5 JUDGE WEST: That I did not --

6 MR. DAY: But basically, the county --

7 JUDGE WEST: I thought they could.

8 MS. BERTRAND: I have done it before.

9 MR. FREGIA: It's pledged to Jefferson County
10 on any CDs -- y'all think about it on the property. It's
11 pledged to Jefferson County and the property, the deeds of
12 trust, it's pledged to Jefferson County. And that's, you
13 know --

14 JUDGE WEST: Dustin is not here.

15 MR. FREGIA: I'm almost certain, Becky. But
16 that's how it has always been taught to me for my whole career
17 in different counties and that's why we have to sign an
18 affidavit stating that we do not have any final judgments
19 against us on our two- or three-year renewal because you cannot
20 have that in the State of Texas, you know, a final judgment.
21 But I've never seen where -- because we pledge the property to
22 Jefferson County or the CD -- the CDs are wrote the same way --
23 and Hardin County cannot come to get it. Now, they can put a
24 lien against Keith in the scenario that I gave but they can't
25 come get the property from Jefferson County.

1 MR. DAY: Now, David, isn't there also
2 something that that county can contact -- let say it's Hardin
3 County, can contact Becky before -- because you don't want to
4 wait until our license renews before Jefferson County finds out
5 we have a final judgment that's unpaid somewhere -- they can
6 contact Becky and say, He's got a final judgment and he's not
7 paying it, you know --

8 MR. FREGIA: And then they can't be like -- me
9 and Becky have crossed this path several times like in Orange
10 because there is a bondsman that don't take care of his business
11 but what they do is is Jefferson County just don't accept the
12 bond from the particular Orange County bondsman or whichever
13 bond -- I'm just using that for instance -- they don't accept
14 the bond. Orange County just, you know, being we're going to be
15 buddies and we're going to say we are not going to let this
16 person post a Jefferson County bond because they're not going to
17 accept it any way; Jefferson County is going to kick it back.
18 That's where it comes into play on them type of things on bond
19 forfeitures so --

20 JUDGE WEST: Well, that's different than how I
21 understood it so we probably need to -- I would like to get
22 Dustin and see if he or Roebuck can do a little more looking
23 because we want it to be done right and it doesn't really -- if
24 someone cannot come after you for the money here, then it almost
25 doesn't make sense that it comes off the liability.

1 MR. DAY: But they can -- I mean, we could be,
2 you know, suspended, you know, here. I mean, if we're not
3 paying a judgment somewhere else, I mean --

4 MS. BERTRAND: Yeah, that can be put on --

5 MR. DAY: Well, if it's a new license.

6 MR. FREGIA: Well, license wouldn't be
7 approved.

8 MS. BERTRAND: It would be added as an agenda
9 item for discussion and then if disciplinary actions need to be
10 taken or, you know, we're going to send a letter out to you, you
11 need to go pay it. If it's not paid, you know, we're going to
12 revisit it, put you in default for a couple of days, you know,
13 whatever. The board can take action, a disciplinary action for
14 you not paying that judgment in the other county.

15 MR. DAY: Well, I think probably if there is no
16 law that says that they can contact Becky, for instance, and
17 say, Hey, we have final, you know, we have a final judgment
18 that's not being paid, can y'all put them in suspension, right?
19 There is no --

20 JUDGE WEST: But counties do it. But counties
21 do it the way we're talking about. I mean, counties do it all
22 the ways and so if that's -- why don't we do this: Before we
23 kind of start saying we're going to do it a certain way, let me
24 do -- let's put it back on the agenda for next month. Let's
25 keep things going the way they have been for right now and then

1 I think it probably is something that maybe we need to make a
2 decision on, get Dustin and Roebuck involved and let them look
3 into -- talk to how many counties and act -- it may be something
4 that we do have to vote on or I'm not sure. That's something we
5 need to look into; so we'll put it back on the agenda for next
6 time.

7 David.

8 MR. FREGIA: Just for the record, I'm almost,
9 you know -- what I've said today but if there is a mistake I
10 made, I will look into it even more, too, but I'm pretty sure on
11 what I was saying but like I say, if I did make a mistake on
12 something but just on the liability part, some counties do it
13 and some don't so it's not like it's done different across the
14 board. It's not done straight across the board in every county.

15 MS. BERTRAND: Well, and it may play a
16 difference if that county is a bail bond board county or not.

17 MR. FREGIA: Oh, I understand that. I have
18 no -- criminal code county is totally different.

19 MS. BERTRAND: Right.

20 JUDGE WEST: And I guess it comes down to if --
21 I mean, we're having this discussion but it was -- we'll have
22 to -- I guess I don't quite understand whose decision it is. If
23 it's a bail bond board county is that something that's in their
24 local rules and if we're going to change it, is that something
25 we're going to need to put in the local rules or is it something

1 that they're saying it is just the way it is because of the law
2 or whatever it is, we can discuss it. And if it's something
3 that we have to do to make it one way or the other so that
4 everybody knows what it is under our local rules, then we
5 probably need to make that change and have it one way or the
6 other in our local rules and say it does or it doesn't, I think.

7 MS. FONTENOT: And that's what the question I
8 was going to ask is it causing a problem with us entering it in
9 Odyssey?

10 JUDGE WEST: Yes.

11 (SIMULTANEOUS SPEAKERS)

12 JUDGE WEST: So when she keys it in there, is
13 it going against their liability or no?

14 MS. BERTRAND: For currently now for an out of
15 county bond, no.

16 JUDGE WEST: Okay. So we'll keep doing that
17 the way we're doing it for now, and then we'll put it as an item
18 and I think we need to make a decision probably one way or the
19 other and have that as our rules. So it probably is something
20 that we need to put in our local rules once we decide which way
21 to go.

22 All right. So that's it. Any other business
23 anybody needs to bring up?

24 MS. MARTIN: I have a question.

25 JUDGE WEST: Oh, gosh. Hands are going up.

1 MS. MARTIN: Lisa Martin. On the outstanding
2 bond report, their pretrial dates are not showing up.

3 JUDGE WEST: I know. We're working on that.

4 MS. HOLMES: We are working on that. We are
5 aware.

6 JUDGE WEST: That came to our attention and so
7 I don't know what to tell you other than make sure you look at
8 the docket, stay in touch with Kellie. I think I'm the only one
9 who does pretrial and I know that's been an issue with probably
10 everybody but my pretrial dates aren't showing up.

11 MS. HOLMES: If it's a 252nd case and it's on
12 the trial docket, it should have a pretrial prior to the date. I
13 know it's hard to --

14 MS. MARTIN: The week ahead.

15 JUDGE WEST: The week ahead usually but it's
16 something for now, you'll have to call ahead probably and just
17 doublecheck what that date is but we are working on it showing
18 up.

19 I saw -- did somebody --

20 MS. HOLMES: Tamara.

21 MS. RITENOUR: Just to touch base on the
22 pretrial, I know you and I talked about that, that should be
23 fixed in the next few weeks. They are trying to figure out why
24 it's not -- they're going to set it to where the first date pops
25 up and then once you guys can get on the portal, you can see it

1 on the portal. All the dates are listed so ...

2 JUDGE WEST: And that should happen now with
3 the confidential -- as soon as all that gets done, you guys will
4 have access that, I think, right?

5 MS. RITENOUR: Yeah. My question goes back to
6 the out of counties. I know we're going to wait on that for the
7 liability. But we still need to pay bond assessments if Rhonda
8 sends out more bills on that or are we waiting to pay on the out
9 of county assessments?

10 MS. BERTRAND: I would hold off and wait.
11 Don't pay it.

12 JUDGE WEST: On out of county ones.

13 MS. RITENOUR: Yes. Just making sure.

14 JUDGE WEST: All right. Anything else?

15 MR. FREGIA: So on the out of county bonds, you
16 still have to pay the fee to the State of Texas.

17 JUDGE WEST: I think so. Isn't that a State of
18 Texas fee?

19 MS. BERTRAND: It's a State of Texas fee.

20 MR. FREGIA: I'm just being --

21 JUDGE WEST: But here is the thing, if you pay
22 it to us and we don't have it attached to anything, then we
23 don't have a way to send it to the State of Texas under a name
24 or a number or anything like that so we're not going to take
25 those fees because we don't have anywhere to -- right? I mean,

1 I think technically --

2 MR. DAY: That county should be able to --

3 MS. FONTENOT: It would be fees for the
4 other --

5 MS. FOURNIER: We have nothing to attach it to.

6 JUDGE WEST: Right.

7 MS. BERTRAND: That's the way I understand it.

8 JUDGE WEST: Anything else? All right. Thank
9 y'all. Is there a motion to adjourn?

10 CHIEF SHAUBERGER: I make a motion to adjourn.

11 JUDGE WEST: Done. Adjourned.

12 (BAIL BOND MEETING CONCLUDED)

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