

PROCEDURES & RULES

MANUAL

OF THE

DALLAS COUNTY BAIL BOND BOARD



TABLE OF CONTENTS

I. PROCEDURE OF THE DCBBB	1
A. Administrative And Enforcement Authority	1
1. GENERAL AUTHORITY	1
B. DCBBB Members And Staff.....	2
1. DCBBB MEMBER DUTIES	2
2. STAFF DUTIES.....	2
C. Monthly Meetings	3
1. PUBLIC NOTICE.	4
2. SPEAKER POLICY.	5
3. AGENDA	5
4. EXECUTIVE SESSION.....	6
D. Hearings Granting, Denying, Revoking And Suspending Licenses And Identification Cards .	7
1. PROCEDURE FOR THE DCBBB TO MAKE DECISIONS.....	7
2. HEARING UPON TIMELY SUBMISSION.....	9
3. INCOMPLETE SUBMISSION.	10
4. REQUESTS TO HAVE ITEMS WITHDRAWN FROM AGENDA.....	10
5. AUDITOR’S REVIEW OF FINANCIAL STATEMENTS OF BAIL BOND SURETIES.....	11
6. FALSE INFORMATION/OMISSION.	11
7. DAMAGING INFORMATION DISCOVERED AFTER LICENSE HAS BEEN GRANTED OR RENEWED	12
E. Complaint Investigation And Disposition	12
F. Complaint Log Policy.....	14
G. Complaint Investigation Of Persons Not Licensed By The DCBBB	15
H. Foreclosure Sales By The DCBBB.....	15
2. JUDICIAL FORECLOSURES	16
3. NON-JUDICIAL FORECLOSURES	16
3. SUBSTITUTE TRUSTEE PROCEDURE.	18
4. APPLYING PROCEEDS FROM SALE TO BONDSMAN’S ACCOUNT.....	18
II. RULES OF THE DCBBB	19
A. Licenses And Identification Cards	19

B. Bondsman/Surety Requirements	25
C. Employee Requirements	38
D. Bail Bond Surety Elections.....	39
E. Criminal Defense Attorney Elections.....	41
F. Criminal Defense Attorney Prohibitions	42
G. Justice Of The Peace Elections	43
H. Amendments.....	44

I. PROCEDURE OF THE DCBBB

A. ADMINISTRATIVE AND ENFORCEMENT AUTHORITY

1. GENERAL AUTHORITY. Chapter 1704 of the Texas Occupation Code (the Occupations Code”) contains regulations for bail bond sureties (the “Bondsman or Bondsmen”) in counties with a population of over 110,000. The Occupations Code governs the actions the Dallas County Bail Bond Board (the DCBBB”) may take when regulating the Bondsmen in Texas. The main sections of the Occupation Code that entrust authority to the DCBBB are:

a. Section 1704.101 Administrative Authority. “A board **shall**:

- (1) exercise powers incidental or necessary to the administration of this chapter;
- (2) deposit fees collected under this chapter in the general fund of the county or in a separate fund established for this purpose;
- (3) supervise and regulate each phase of the bonding business in the county;
- (4) adopt and post rules necessary to implement this chapter;
- (5) conduct hearings and investigations and make determinations relating to the issuance, denial, or renewal of licenses;
- (6) issue license to qualified applicants;
- (7) deny licenses to unqualified applicants;
- (8) employ persons necessary to assist in board functions; and
- (9) conduct board business, including maintaining records and minutes.”

b. Section 1704.102 Enforcement Authority.

a. “A board **shall**:

- (1) enforce this chapter in the county;
- (2) conduct hearings and investigations and make determinations relating to license suspension and revocation;
- (3) suspend or revoke a license for a violation of this chapter or a rule adopted by the board under this chapter; and
- (4) require a record and transcription of each board proceeding.

b. A board **may**:

(1) compel the appearance before the board of an applicant or license holder; and

(2) during a hearing conducted by the board, administer oaths, examine witnesses, and compel the production of pertinent records and testimony by a license holder or application.”

2. PURPOSE. The Purpose of the Procedures & Rules Manual of the DCBBB is to facilitate the smooth and efficient operation of the DCBBB and the orderly regulation of the bail bonding business in Dallas County.

B. DCBBB MEMBERS AND STAFF

1. DCBBB MEMBER DUTIES.

a. General Duties. Section 1704.051 of the Occupation Code contains mandatory creation of a County Bail Bond Board in counties with population over 110,000. To fulfill the duties listed by the Occupations Code, the DCBBB members are generally to: promptly attend all DCBBB meetings; participate in deliberations of the DCBBB; participate in hearing before the DCBBB; vote on matters before the DCBBB; and advise the DCBBB on matters that are within each member’s unique area of expertise.

b. Presiding Officer. In addition to the duties of being a DCBBB member, the Presiding Officer must generally preside over DCBBB meetings, including Executive Session; conduct the voting of members at hearings before the DCBBB; prepare and post the agenda and prior minutes of the DCBBB, as required by the Texas Open Meetings Act; and generally supervise and coordinate the duties of the Administrative Staff.

2. STAFF DUTIES.

a. Administrative Staff. Maintain the bond accounts; receipt cash deposits into the bail security fund (the “Collateral Accounts”); execute Control and Transfer Agreements for the certificates of deposit transactions; issuance of bail bond I.D. cards; distribute, receive and process bail bond applications for license and I.D. cards; investigate bail bond applications for license and I.D. cards; maintain and verify insurance/taxes on collateral; sell cash reports; discharge bonds, issue Bondsmen licenses for Dallas County (the “Licenses”); process expunctions on bonds/warrants;

prepare and post bail bond rules adopted, action taken, notices, agendas and minutes; make reports to the DCBBB regarding investigations and background checks; coordinate collections of bond forfeitures with the District Clerk, County Clerk and the Writ Department to ensure forfeitures are collected in a timely manner; maintain temporary “cutoff list until judgments are paid; ensure issuance of tax statements and notices on property as collateral to be paid or corrected; ensure all required fees are deposited in the general fund of the county or in a separate county fund established for this purpose; post in each criminal court in the county a current list of each Bondsman and agent of the Bondsman in the county; prepare and furnish any reports requested by the Texas Judicial Council; notification to all criminal courts in the county of suspension or revocation of a Bondsman’s or Bondsman’s agents’ License; notification to the Texas Department of Insurance of a default by a corporation on a financial obligation undertaken by the corporation in the county; maintain withdrawal and deposits in Collateral Accounts; and other duties as may be required by the Occupations Code or these Procedures & Rules.

b. Investigator. Assist the Administrative Staff in performing various investigations and background checks as required by Texas statutes or the DCBBB Procedures and Rules.

c. Legal Advisor. Provide advisory opinions on DCBBB related statutory and procedural issues; coordinate litigation strategy and litigate DCBBB related suits; provide legal advice on DCBBB real estate legal issues; draft forms and procedures relating to real property pledged to the DCBBB as bond collateral; assist with implementation of procedures for foreclosure sales by the DCBBB; review documentation of real property to be pledged to the DCBBB; review prior real property transactions by the DCBBB to determine whether corrective action is needed; draft and update DCBBB Procedure & Rules Manual. (The Legal Advisor will delegate DCBBB related legal assignments to Assistant District Attorneys in the Civil Division, as needed, in his/her sole discretion.)

C. MONTHLY MEETINGS

Section 1704.054 of the Occupations Code sets out the general requirements for DCBBB meetings. The Occupations Code requires that the DCBBB meet “at least once a month; and at other times at the call of the presiding officer.”

The DCBBB, as a governmental body, must also hold its meetings in compliance with the Texas Open Meeting Act (“TOMA”), as amended. The provisions of TOMA are located in Chapter 551 of the Texas Government Code. Section 551.002 of TOMA, states that, “Every regular, special, or called meeting of a governmental body shall be open to the public, except as provided by this Chapter.”

1. PUBLIC NOTICE.

a. Meeting Date. The regularly scheduled monthly meeting of the DCBBB shall be held on a specific day and time as determined by the members, but customarily, the second Thursday of the month at two o’clock (2:00) p.m. The Occupations Code suggests no limit to the amount of meetings that may be held by a county bail bond board each month. Therefore, the DCBBB could meet more than once during a month if desired, as long as the meeting is posted seventy-two (72) hours prior to its occurrence as required by TOMA.

b. Notice Required for Meetings Generally. Section 551.043 of TOMA requires that the notice of a meeting of a governmental body must be posted in a place readily accessible to the general public at all times for at least seventy-two (72) hours before the scheduled time of the meeting, except for emergency meetings.

c. Emergency Meetings. Section 551.045 of TOMA provides an exception to the general rule of seventy-two (72) hours’ notice, when providing notice of emergency meetings or emergency additions to the agenda. Section 551.045 provides that emergency meetings under TOMA have merely a two (2) hour notice posting requirement; however, an emergency or an urgent public necessity exists under TOMA only if a governmental body must take action because of: “an imminent threat to public health and safety; or a reasonably unforeseeable situation.”

d. Quorum of Members. Section 1704.056 of the Occupations Code dictates that “Four members of a board constitute a quorum.” And “A board may take action only on a majority vote of the board members present.

2. SPEAKER POLICY.

Pursuant to Government Code sec. 551.007, members of the public may address the DCBBB regarding an item on an agenda during the DCBBB's consideration of the item.

a. At the beginning of each DCBBB Meeting, speaker registration cards will be made available to the members of the audience. No member of the audience will be allowed to make comments without stating the requested information from the speaker registration card into the record prior to speaking. Each individual appearing before the DCBBB shall be limited to a maximum of three minutes. Time shall be maintained by the DCBBB staff and an extension will be granted or denied upon the sole discretion of the DCBBB.

b. It is the intention of the DCBBB to provide an open access to the citizens of the county to speaker on issues of county government. It is not the intention of the DCBBB to provide a public forum for the demeaning of an individual or organization. Failure to comply with the speaker policy shall subject the speaker to forfeiture of his remaining time.

c. Any person making personal, impertinent, profane, or slanderous remarks or who becomes boisterous while addressing and/or attending the DCBBB meeting shall be removed from the meeting room if security is so directed by the presiding officer.

d. Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations shall not be permitted. The presiding officer may direct security to remove offenders from the meeting room.

3. AGENDA.

a. Agenda Posting. No later than seventy-two (72) hours prior to meetings of the DCBBB, the Legal Notice and Agenda for the next meeting, together with a copy of the Minutes of the previous meeting, will be posted on the bulletin board, outside the Dallas County Sheriff's Department (the "Sheriff's Department") at the base of the escalators, Frank Crowley Criminal Courts Building, 133 N. Riverfront Blvd., and at the Bond Desk at 111 W. Commerce St., City of Dallas, Dallas County, Texas.

b. Agenda Items Generally. Matters to be considered at the next regularly scheduled DCBBB meeting must be submitted by the tenth (10) day of the month prior to when the matter will be considered by the DCBBB (i.e., by June 10th for July meeting). Failure to submit all necessary documents by the tenth (10th) of the month they are due, will result in the matter not being placed on the agenda to be heard by the DCBBB until such time as the item has been submitted timely and in complete form.

c. Agenda Item Requested by the DCBBB Members. If a DCBBB member wishes to add a subject to the agenda of the next regularly scheduled monthly meeting, the member should make a request to the Presiding Office of the DCBBB as early as possible, but at least one week prior to the meeting.

4. EXECUTIVE SESSION.

a. Briefings in Closed Session. Prior to the DCBBB meeting, it shall be determined if an Executive Session is required for consultation with DCBBB staff or attorneys, as authorized by TOMA. Executive Sessions will be held at the date, hour and place given in the Notice for the meeting, by first convening in the regular session covered by the Notice, then adjourning to Executive Session.

b. Action Regarding Matters Briefed in Closed Session. Should any final action, final decision or final vote be required in the opinion of the DCBBB with regard to any matter briefed in such Executive Session, then such final action, final decision or final vote shall be either:

(1) Open Meeting. The open meeting for which Legal Notice was posted, upon the reconvening of this public meeting; or

(2) Subsequent Public Meeting. At a subsequent public meeting of the DCBBB upon notice thereof, as the DCBBB may determine.

c. Attorney Consultation in Closed Session. Section 551.071 of TOMA provides that a governmental body may have private consultations with its attorney regarding pending or contemplated litigation and selected other matters. Prior to the portion of the Execution Session where DCBBB's attorney gives its briefing to the DCBBB, the Chairperson should state that

the DCBBB is going off record for a private attorney consultation permitted under Section 551.071 of TOMA.

d. Who May Attend. Under TOMA, governmental board members may not receive “general staff briefings” from their employees in private, nor may they consult with third parties in private. DCBBB members, DCBBB’s attorneys and the employees of DCBBB will be allowed to attend Executive Sessions. However, employees will only give briefing in accordance with specific exceptions to TOMA.

e. Conflicts of Interest Between Members and the DCBBB. To maintain the confidentiality necessary to further the rendition of professional legal services to the board: DCBBB members who are parties in pending or contemplated litigation against the DCBBB will not be permitted to remain present for the portion of a closed session in which the DCBBB is briefed by its attorneys regarding that pending or contemplated litigation. Consequently, their chosen designee may take their place, but such designee shall preserve the privileges and protections afforded the Board under TOMA and other applicable statutes.

D. HEARINGS GRANTING, DENYING, REVOKING AND SUSPENDING LICENSES AND IDENTIFICATION CARDS

1. PROCEDURE FOR THE DCBBB TO MAKE DECISIONS.

a. General Application Procedure. Pursuant to Section 1704.157 of the Occupation Code, a preliminary determination shall be made by the DCBBB or the DCBBB’s representative as to whether an individual or insurance company (the “Applicant”) possesses the financial resources to comply with the Code and satisfies the other requirements of the Code. Next, according to Section 1704.158, the DCBBB shall conduct a hearing on the application. During the hearing, the DCBBB may submit to the Applicant and the Applicant’s attorney any questions relevant to the DCBBB’s decision on the application; and the Applicant may present oral and documentary evidence at the time. After the hearing, according to Section 1704.159, the DCBBB shall enter an order conditionally approving the application if the DCBBB determines that a ground does not exist to deny the application. If the DCBBB determines that a ground exists to deny the application, the DCBBB shall enter an order denying the application. An

order issued under this section conditionally approving an application becomes final on the date the Applicant complies with the security requirements of Section 1704.160. The DCBBB shall then give written notice to the Applicant of the DCBBB's decision on the application.

b. Discretionary License Suspension or Revocation. Pursuant to Section 1704.252, after notice and a hearing, the DCBBB “may revoke or suspend a license if the license holder: violates this chapter or a rule adopted by the board under this chapter; fraudulently obtains a license under this chapter; makes a false statement or misrepresentation: in an application for an original or renewal license; or during a hearing conducted by the board; refuses to answer a question submitted by the board during a hearing relating to the license holder's license, conduct or qualifications; is finally convicted under the laws of this state, another state, or the United States of an offense that: is a misdemeanor involving moral turpitude or a felony; and is committed after August 27, 1973; is found by a court to be bankrupt or is insolvent; is found by a court to be mentally incompetent; fails to pay a judgment in accordance with Section 1704.204; pays commissions or fees to or divides commissions or fees with, or offers to pay commissions or fee to or divide commissions or fees with, a person or business entity not licensed under this chapter, solicits bonding business in a building in which prisoners are processed or confined; recommends to a client the employment of a particular attorney or law firm in a criminal case; falsifies or fails to maintain a record under this chapter; fails to promptly permit the board, or a representative or an agent of the board, of the county in which the license holder is licensed to inspect a record required under this chapter; acts as a bail bond surety under a suspended or expired license; fails two or more times to maintain the amount of security required by Section 1704.160; or misrepresents to an official or an employee of the official the amount for which the license holder may execute a bail bond for purposes of obtaining the release of a person on bond.”

c. Mandatory License Suspension or Revocation. Pursuant to Section 1704.253, “A board shall immediately suspend a license if the license holder fails to maintain the amount of security required by Section 1704.160. A board is not required to provide notice or a hearing before suspending a license under this subsection. A license suspended under this subsection shall be immediately reinstated if the license holder deposits or executes the amount of security by Section 1704.160. After notice and hearing as provided by Section 1704.254, a board shall revoke a license if:

the license holder fails to pay a judgment in accordance with Section 1704.204; and the amount of security maintained by the license holder under Section 1704.160 is insufficient to pay the judgment.”

2. HEARING UPON TIMELY SUBMISSION.

a. Original Applications. The original application must meet all requirements listed in Section 1704.154 of the Occupations Code and the Procedures & Rules Manual of the DCBBB. All materials submitted with original and renewal license applications shall be signed, dated, and/or sworn to within sixty (60) days of the filing of the application with the DCBBB, except items for which a longer time period is provided under the Texas Occupations Code.

b. Renewal Application Generally. Pursuant to Section 1704.162 of the Occupations Code, renewal applications shall comply with the requirements for an original license application under Section 1704.154.

c. Renewal Application After Less than Eight Consecutive Years. A license under the Occupations Code that has been issued for less than eight (8) consecutive years, or that has been suspended, expires twenty-four (24) months after the date of its issuance and may not be renewed unless an application for renewal is filed timely with the DCBBB. If the Applicant’s current license has not been suspended or revoked, if the renewal application complies with the requirements of the Occupations Code, and if the DCBBB knows no legal reason why the application should not be renewed, the license may then be renewed for a period of twenty-four (24) months from the date of expiration and may be renewed subsequently each twenty-four months in like manner.

d. Renewal Applications After Eight Consecutive Years. An Applicant who has been licensed for at least eight (8) consecutive years without having been suspended or revoked under the Occupations Code, and who complies with the requirements of the Occupations Code may renew their license for a period of thirty-six (36) months from the date of expiration if the DCBBB knows of no legal reason why the application should not be renewed, and if the DCBBB determines that the Applicant has submitted an annual financial report to the DCBBB by the tenth (10th) day of the month prior to the anniversary date of the issuance of the Applicant’s license.

e. Hearing Requested on Other Matters. If a hearing is requested before the DCBBB on a matter other than the granting or renewal of a license or ID card, the request shall be in writing, along with all supporting documents, and must be received by the Sheriff's Department by four o'clock (4:00) p.m., local time, on the tenth (10th) day of the month prior to when the matter will be considered by the DCBBB.

3. INCOMPLETE SUBMISSION.

a. No Hearing. Failure to submit complete applications, amendments, supplements or related materials, will result in the matter not being heard by the DCBBB at the next regularly scheduled monthly meeting.

b. Incomplete Materials. At the sole discretion of the DCBBB, incomplete materials and other supplementary information may be returned to the Applicant. Information for DCBBB consideration should be submitted together in one complete package, and not turned in at separate dates and times. If the previously incomplete materials are resubmitted in a timely and complete form, they may be considered at a subsequent meeting. It is the sole responsibility of the Applicant (not the Sheriff's Department and/or the DCBBB), to ensure that applications and other related materials are complete, timely and submitted in the proper form.

4. REQUESTS TO HAVE ITEMS WITHDRAWN FROM AGENDA.

a. Request of Applicant or Licensee Prior to Hearing. If a matter has been placed on the DCBBB agenda, and later it is requested to be withdrawn from the agenda prior to the hearing (due to a reason that is not the fault of the DCBBB):

(1) The request to have the matter withdrawn must be in writing; and

(2) If the DCBBB grants the request to withdraw the matter from the agenda and no good cause exists, the matter shall not be heard during a ninety (90) day period from the date that permission to withdraw was granted; or if the DCBBB does not grant the request to withdraw, it may hear the agenda item and proceed to deny it for

cause, or upon good cause shown, continue the item until the next regularly scheduled monthly meeting.

b. Request of DCBBB. If a matter has been placed on the DCBBB agenda to be heard, and due to a circumstance by the DCBBB it is not able to be heard, it may be continued until the next regularly scheduled monthly meeting.

5. AUDITOR'S REVIEW OF FINANCIAL STATEMENTS OF BAIL BOND SURETIES.

a. Upon receipt of a bail bond application from a bail bond surety by the Bond Administration Office, the staff will immediately forward a copy of the applicant's Financial Statement to the Auditor's Office for review. This is applicable to individual and insurance accounts.

b. Upon receipt of an annual Financial Statement Report from a bail bond surety by the Bond Administration Office, the staff will immediately forward a copy to the Auditor's Office for review.

c. The staff will forward a copy of documents pertaining to security (cash, certificates of deposit, and real properties) to the Auditor's Office for review and record upon approval of a bail bond surety license. This process is applicable to all subsequent deposits of cash, certificates of deposit, and real properties by a bail bond surety to increase its bond writing ability.

d. The degree and depth of the Auditor's Office review of the bail bond surety's financial information will be in compliance with Texas Occupation Code Chapter 1704 and generally accepted accounting principles, but otherwise is left to the professional discretion of the Auditor's Office.

6. FALSE INFORMATION/OMISSION. Pursuant to Sub-Chapter "D" of the Occupations Code, no license shall be issued to any person who has not complied with the requirements of the Occupations Code for applying for an original or renewal license.

a. Original or Renewal Application. If the Applicant receives a hearing on a license and at the hearing it is discovered that the Applicant made a false statement, misrepresentation or material omission in an

application for an original or renewal license or in any hearing before the DCBBB, or if the Applicant refuses to answer any question submitted by the DCBBB in a hearing relevant to the license or the conduct or qualifications of the Licensee or Applicant, the Application shall be denied.

b. Period for Re-submission, Original or Renewal Applications.

An original or renewal Applicant who has been denied a license or I.D. card for making a false statement, misrepresentation or material omission in an application for an original or renewal license or in any hearing before the DCBBB, or if the Applicant refuses to answer any questions submitted by the DCBBB in a hearing relevant to the license or the conduct or qualification of the Licensee or Applicant, the Applicant may not resubmit his or her application, nor will the Applicant's reapplication be accepted by the DCBBB, for a period of twenty-four (24) months from the date of the denial of the application.

7. DAMAGING INFORMATION DISCOVERED AFTER LICENSE HAS BEEN GRANTED OR RENEWED. It will be the policy of the DCBBB to set hearings on licenses on I.D. cards as soon as reasonably possible when damaging information is discovered after a license has been granted or renewed based upon reliance on information that has later been discovered to be inaccurate. Hearings to suspend or revoke a license that are set at the DCBBB's own motion or as a result of a sworn complaint received by the DCBBB, shall be conducted pursuant to Section 1704.254 of the Occupation Code.

E. COMPLAINT INVESTIGATION AND DISPOSITION

1. Pursuant to Section 1704.251 of the Occupations Code, if a complaint against a Surety is submitted to the DCBBB it will first be screened to determine if it provides reasonable cause to believe that a violation of the Occupations Code or these Procedures and Rules have occurred. All complaints received at least seven days before the regularly scheduled DCBBB meeting shall be placed on the agenda for that meeting so that the DCBBB can make this determination.

2. A representative of the District Attorney's Office may work with the Sheriff's Department to make a recommendation to the DCBBB on the issue of whether a reasonable cause has been stated. If the DCBBB decides that a complaint does not provide reasonable cause as described above, the

complainant and the Surety made the subject of the complaint shall be so notified in writing by the Sheriff's Department.

3. If the DCBBB determines that a complaint does state a reasonable cause as described above, or if a court requests an investigation, the DCBBB shall direct such investigation into the complaint as it deems necessary. This may include a request for affidavits, a request to produce evidence or a request that an agent of the DCBBB interview the Surety or his agents. Provided, however, that nothing herein shall operate to abrogate or diminish the DCBBB's statutory right to inspect on demand, whether in person or via a representative, the records a Surety must keep pursuant to the Occupation Code.

4. Once the DCBBB's investigator completes the investigation, a report shall be given to the DCBBB to decide if a hearing shall be conducted to suspend or revoke the Surety's license or privilege. Both the complainant and the Surety who was the subject of the complaint shall be sent written notice of the DCBBB's decision.

5. Hearings to suspend or revoke a license or privilege that are set at the DCBBB's own motion or as a result of a sworn complaint received by the DCBBB, shall be conducted pursuant to Section 1704.254 of the Occupations Code.

6. Once notice of a Section 1704.254 hearing has been provided, the Board or its staff, shall provide the surety or agent against whom the complaint is directed a copy of the investigative materials to be presented to the Board at the Section 1704.254 hearing. The Board or its staff shall provide the copy of said investigative materials to the surety or agent against whom the complaint is directed no later than seven (7) calendar days prior to the date scheduled for the Section 1704.254 hearing. The materials may be provided electronically. Should the Board or its staff identify or receive additional investigative materials to be presented at the Section 1704.254 hearing within seven (7) calendar days of the scheduled Section 1704.254 hearing, the surety or agent against whom the complaint is directed shall be given an opportunity to review the additional materials prior to the Section 1704.254 hearing. If the surety or agent against whom the complaint is made requests a continuance to review investigative materials received within seven (7) calendar days of the scheduled 1704.254 hearing, and the Board determines that said surety or agent has not had a reasonable opportunity to review the

additional materials, then the Board may continue the matter until the next scheduled Bail Bond Board meeting. This rule does not abridge or extend any statutory deadlines.

F. COMPLAINT LOG POLICY

The DCBBB Investigator/Staff will keep a Complaint Log.

1. The Investigator/Staff will call a Surety within one business day of when a complaint is received. They will tell the Surety the name of the complainant and the nature of the situation presented.
2. The Investigator/Staff will give the Surety (5) business days to remedy a complaint. On the sixth business day after they have contacted a Surety regarding a specific complaint, they will call the complainant and Surety to see if the complaint has been resolved.
3. If the complaint **has been resolved** by the sixth day contact, no further action will be taken by the Investigator/Staff.
4. If the complaint **has not been resolved** by the sixth day contact, the Investigator/Staff will ask the complainant to file a sworn complaint. If a sworn complaint is filed or a court requests an investigation, the Investigator/Staff shall refer the complaint to the DCBBB for further investigation pursuant to the existing complaint policy set out in Section E, above.
5. The Complaint Log shall include the following complaint information:
 - a. Bail Bond Company & License Number or Name and State Bar Card Number;
 - b. Name and Phone Number of Complainant;
 - c. Date Received;
 - d. Complaint Received By;
 - e. Date Surety Contacted;
 - f. 6th Day Contact Date and Whether Complaint was Resolved or Forwarded for Investigation;
 - g. Nature of the Complaint.

G. COMPLAINT INVESTIGATION OF PERSONS NOT LICENSED BY THE DCBBB

1. If a sworn complaint against a person not licensed by the DCBBB for violation of Section 1704.302, 1704.303 or 1704.304 of the Occupation Code is submitted to the DCBBB it will first be screened to determine if it provides reasonable cause to believe that a violation of the Occupations Code has occurred. The Civil Section of the District Attorney's Office, as counsel for the DCBBB, will work with the Sheriff's Department to make a recommendation to the DCBBB on the issue of whether a reasonable cause has been stated.
2. Sworn complaints received at least seven days before a regularly scheduled DCBBB meeting shall be placed on the agenda for that meeting so that the DCBBB can make a "reasonable cause" determination.
3. If the DCBBB decides that a complaint does not provide reasonable cause as described above, the complainant shall be so notified in writing by the Sheriff's Department.
4. If the DCBBB determines that a complaint does state a reasonable cause as described above, or if a court requests an investigation, the DCBBB shall direct such investigation into the complaint as it deems necessary.
5. Once the DCBBB's investigator completes the investigation, a report shall be given to the DCBBB to decide if the matter shall be referred to the Intake Section of the Dallas County District Attorney's Office or another law enforcement entity for possible prosecution.

H. FORECLOSURE SALES BY THE DCBBB

There are two types of foreclosures: judicial and non-judicial. If there are federal tax liens on a property that the DCBBB needs to foreclose on, notice should be sent to the Internal Revenue Service (the "IRS") twenty-five (25) days before any foreclosure or sale.

1. **BONDSMAN PRIVATE SALE.** At the sole option of the DCBBB, the DCBBB can allow a Bondsman to sell his own real property, rather than foreclosing. To use this alternative method, the Bondsman should write the

DCBBB and ask for permission to sell his real property that is being held in trust by the DCBBB. The letter may then be taken to the Commissioner's Court for approval. Next, an "Assignment of Proceeds" form is required of the Bondsman that gives the DCBBB's consent for the Bondsman to accept an offer, contingent on the stipulation that ALL proceeds will be given to the DCBBB. Lastly, if the Bondsman sells the real property, it is required that he utilize the services of a title company licensed by the State of Texas.

2. JUDICIAL FORECLOSURES. The Bondsman would be notified that in accordance with the power of acceleration provision in the deed of trust or trust agreement, that this liability is immediately due and payable. Then a formal demand would be made by the DCBBB to the Bondsman and he may be given a reasonable opportunity to cure the default before suit is brought. This suit may be brought within four (4) years after the cause of action accrues, unless tolled or extended by written agreement. Next, all other lien holders or person who may have an interest in the property, may be notified and joined as parties. Upon filing suit, the DCBBB may file a notice of *lis pendens*, see property code 12.007. A petition may be filed closing with a very specific prayer of relief, including the prayer: for foreclosure of the deed of trust; for a personal deficiency judgment; for attorney's fees, expenses and interest referred to above; and for any and all other relief, whether legal or equitable, to which the DCBBB may be entitled. The rules of citation in foreclosure suits are generally the same as that required in any other suit involving interests in real property, with few exceptions. A judgment for the foreclosure of the deed of trust may recite that the DCBBB is to recover their debt, damages and costs, with a foreclosure of the DCBBB's lien on the property subject thereto, and, except in judgments against executors, administrators and guardians, that an order of sale shall issue to any sheriff or any constable within Texas, directing him to seize and sell the property as under execution, in satisfaction of the judgment; and if the real property cannot be found, or if the proceeds of the sale are insufficient to satisfy the judgment, then to take the money or any balance thereof remaining unpaid, out of any other property of the defendant, as in the case of ordinary executions.

3. NON-JUDICIAL FORECLOSURES. It is the policy of the DCBBB that this is the preferred method of foreclosure for the DCBBB. Basically, a security interest in the property, a "power of sale," is issued to the DCBBB in the deed of trust documents. This gives the DCBBB the power to sell the real property.

a. General Procedure. First, a demand letter should be sent to the Bondsman. Next, notice should be posted at the George Allen Sr., Courts Building (or other public property designated as the location) and filed at the office of the county clerk at least twenty-one (21) days before the sale. Next, a notice letter may be sent to the Bondsman and to the IRS regarding the impending sale of real property. Before selling the real property, the DCBBB may obtain a current title report and a current appraisal. A foreclosure sale agenda and a final notice may then be read at the sale by a substitute trustee for the DCBBB just prior to the actual sale. All properties sold to third parties may be struck off to said bidder and a Trustee's Quitclaim Deed may be delivered upon payment in cash of the total bid amount.

b. Private Sale. If the DCBBB decides to sell the pledged property by private sale, they may appoint a representative to: get a signed release of information from each Bondsman upon licensing to facilitate any future sales, produce an information chart listing the real properties proposed for sale, answer questions regarding the properties for sale to any potential buyers and contact the Bondsman involved with any potential offers of sale.

c. Bid Sale Policy. It is recommended that the DCBBB determine the bid policy and bid amount acceptable to each property on a case-by-case basis with the assistance of the Legal Advisor, utilizing the methods described below for disposing of the real property.

(1) Highest Bidder. Offer the real property to sell to the highest bidder at a sealed bid sale.

(2) Bid In. The DCBBB may appoint a representative to bid at the foreclosure sale. The amount to be bid should be determined prior to the sale and should be less than the outstanding indebtedness. A current appraisal is evidence of fair market value for determination of a bid amount.

(3) With Reserve. This type of bid sale is similar to the highest bidder sale, but, the DCBBB "reserves" a minimum bid amount that if not met, the sale will not proceed.

(4) Expedient Sale. The Public Works Department of Dallas County has developed this policy to deal with any real property that has been cited by a taxing entity, health department and/or the City/County Fire Marshal as a public nuisance, health safety and/or fire hazard. The real property may be sold at a minimum price as determined by the Public Works Department to be consistent with the condition of the property.

(5) Best and Highest Bidder. This is a hybrid type of sale that will allow the DCBBB to sell the real property to the highest bidder, but only if that bidder is also the “best” bidder.

(6) Absolute Sale. The DCBBB may consider any bid without regard to a minimum bid. Under this method, a property may be sold as little as one dollar (\$1.00).

3. SUBSTITUTE TRUSTEE PROCEDURE.

The DCBBB may authorize the Presiding Officer to execute a Substitute Trustee document for each sale of pledge real properties appointing the Presiding Officer, and two other alternates, to act on behalf of the DCBBB with respect to the foreclosure sales.

4. APPLYING PROCEEDS FROM SALE TO BONDSMAN’S ACCOUNT.

The debt owed by the Bondsman to the DCBBB, including but not limited to final judgments, allowable attorney’s fees, costs, and related expenses, will be reduced by the amount of the successful bid on the real property sold. Any deficiency still owed after the proceeds of the sale are exhausted may be collected through execution against other assets owed by the Bondsman against whom the final judgment forfeiture(s) has been entered. Procedurally, the amount of the proceeds received by the Trustee should be applied first to the expenses of the sale, then against the indebtedness. In the event there are excess proceeds from the sale, the excess proceeds should be delivered to the county treasurer as security for any outstanding bonds signed by the Bondsman or, if there are no other outstanding bonds, returned to the Bondsman, their heirs or assigns.

II. RULES OF THE DCBBB

A. LICENSES AND IDENTIFICATION CARDS

1. The Applicant may apply for a bail bond license in Dallas County by completing the approved application form and submitting all documents, as required by the Occupation Code, including authorizations to verify all financial information contained in the application. The authorizations will be directed to each financial institution listed on the application authorizing release to the Sheriff's Department and/or the DCBBB of any and all information relative to the financial information listed on the application. In addition, all other assets, whether business or personal, must be accompanied by authorizations directed to the financial institution(s), organization(s), or individual(s) who administer, hold or can verify the existence of the assets and to release any and all information relative to the asset(s). If the DCBBB requests additional authorizations from the Applicant, such authorizations must be provided within five (5) business days from the request.

a. The original application in complete form, along with all supporting documents, must be received by the Sheriff's Department by four o'clock (4:00) p.m., local time, by the tenth (10th) day of the month prior to when the application will be considered by the DCBBB.

b. Renewal Applications in complete form, along with all supporting documents, must be received by the Sheriff's Department by four o'clock (4:00) p.m., local time, by the tenth (10th) day of the twenty-second (22nd) month of original license issue date.

c. Applicants that have been licensed for at least eight (8) consecutive years without having been suspended or revoked under the Occupations Code and who comply with the requirements of the Occupations Code may renew for a period of thirty-six (36) months from the date of expiration. Renewal applications in complete form, along with all supporting documents, must be received by the Sheriff's Department by four o'clock (4:00) p.m., local time, by the tenth (10th) day of the thirty-fourth (34th) month of original license issue date. This subsection applies to renewal applications filed on or after September 1, 1999.

d. Failure to submit all the documents required for an original or renewal application by the tenth (10th) of the month they are due will result in the license request not being heard by the DCBBB at the next regular monthly meeting. It is the sole responsibility of the Applicant (not the Sheriff's Department and/or the DCBBB), to ensure that the original or renewal application is complete, timely and submitted in the proper form.

2. Any person may apply to suspend or revoke the bail bond license of any holder of a Bondsman by completing the approved complaint form and complying with its requirements. Complaints will be filed with the Bail Bond Section Investigator of the Sheriff's Department, who will conduct such investigation in accordance with county procedures. Such investigation by the Sheriff's Department shall include sending a copy of the complaint by both US mail and by Certified Mail, return receipt requested, to the Bondsman. If the complaint involved violation of the DCBBB Rules, the Investigator will also present the complaint to the DCBBB.

3. Each employee of a Bondsman must have an identification ("ID") card issued by the Sheriff's Department. Each employee may apply for an ID card by completing the approved application form and complying with its requirements. The Sheriff's Department shall then issue the ID card unless the applicant has, at any time, either before or after the effective date of this rule, had an ID card or a Bondsman's license revoked, suspended or denied, and the employee does not have the permission of the DCBBB to apply for an ID card if the employee does not meet other requirements as provided herein. An employee may also apply for an ID card by attaching a current personal information sheet to the Bondsman's License application, original or renewal. Unless it specifies otherwise, an order of the DCBBB granting the Bondsman's License also grants the ID cards to the employees whose personal information sheets are attached to the license application. An employee's ID card expires when the license of his Bondsman/employer does.

4. The DCBBB may revoke or suspend an employee's ID card if the employee has at any time, either before or after the effective date of this rule, violated the Occupations Code or these rules, provided that the part of the Code or the rule so violated was in effect when the violation occurred. After the effective date of this rule, an order of the DCBBB revoking or suspending a Bondsman's license revokes or suspends his employee ID card or cards as well, unless it specifies otherwise. The procedure for revocation

or suspension of an ID card is the same as for revocation or suspension of a Bondsman's license.

5. Any real property that is placed with the DCBBB as security to write bail bonds must be located within the County of Dallas, State of Texas, or a county that borders directly on Dallas County. The real property must be owned by the Bondsman, must not be "Homestead Property" as defined by Texas statute and must be acceptable to the DCBBB in its sole discretion. Any renewal application must include a current tax statement from all taxing entities showing the current tax district's value and that the taxes are paid in full; a current insurance policy endorsement showing it has been paid in full; and any and all other necessary documents as provided in these Rules and the Occupations Code. The Bondsman will also furnish the DCBBB with proof of ownership of the real property from a title insurance company licensed by the State of Texas.

6. Any Bondsman, wishing to convey non-exempt unencumbered real property with the DCBBB to be used as collateral for the writing of bail bonds in Dallas County must submit to the DCBBB a deed of trust, in the form provided by the Sheriff's Department, showing the DCBBB as trustee and beneficiary. Upon the DCBBB's vote to accept the real property, the Bondsman must sign the deed of trust agreement. The Bondsman is then solely responsible for filing of the deed of trust with County Clerk of the county where the real property is located, and getting a file-stamped original to the Dallas County Sheriff's Department. This filing must be accomplished by the end of the next business day following DCBBB acceptance of the real property. The provisions of this rule are applicable to all real property pledged, whether pledged at the time of licensing or at some other time during the life of the license.

a. Fire And Casualty Damage Insurance. In the event a Bondsman desires to convey real property in trust to the DCBBB to secure payment of any obligation incurred by the Bondsman in the bonding business, the Bondsman shall furnish to the DCBBB satisfactory evidence of insurance covering all risks and peril, depending upon the nature and use of the real property. Insurance coverage to be furnished shall include, but is not limited, to the following:

(1) The Bondsman agrees to maintain insurance covering any improvement, addition, alteration and partition on the real property

conveyed in an amount not less than the full value amount of the value claimed (or such greater percentage as may be necessary to comply with the provision of any coinsurance clauses of the policy) of the “replacement cost” thereof as such term is defined in the “Replacement Cost Endorsement” to be attached thereto, insuring against the perils of fire, lightning, extended coverage, vandalism and malicious mischief, extended by special extended coverage endorsement to insure against all other risks of direct physical loss, such coverage and endorsements to be defined, provided and limited in the standard bureau forms prescribed by the Texas Insurance Commission for use by insurance companies admitted in Texas for the writing of such insurance on risks located within Texas. Subject to the provision herein, such insurance shall be for the benefit of the DCBBB and for protection of its security interest in the real property.

(2) If the improvements situated upon the premises should be damaged or destroyed by any peril covered by the insurance to be provided by Bondsman above, the Bondsman shall give immediate notice thereof to the DCBBB and the Bondsman shall, at its sole cost and expense, proceed with reasonable diligence to rebuild and repair such improvements to substantially the same condition in which they existed prior to such damage or destruction, except that the Bondsman shall not be required to rebuild, repair or replace any part of the partitions, fixtures, additions or other improvements which may have been placed in, or on, or about the premises by Bondsman subsequent to the most recent issuance of a license by the DCBBB.

(3) If the building situated upon the premises should be damaged or destroyed by a casualty or other than a peril covered by the insurance to be provided by Bondsman above, or if any other improvement situated on the demised premises should be in any manner damaged or destroyed, Bondsman shall at its sole cost and expense thereupon proceed with reasonable diligence to rebuild and repair such buildings and/or improvements to substantially the condition in which they existed prior to such damage or destruction, subject to the DCBBB’s approval of the plans and specifications for such rebuilding and repairing, which approval shall not be unreasonably withheld.

(4) The policies of such insurance, together with receipt evidencing payment of the premiums, shall be received by the Sheriff's Department by four o'clock (4:00) p.m., local time, by the tenth (10th) of the month prior to when the application, renewal application or collateral increase will be considered. Not less than fifteen (15) days prior to the expiration date of such policies, copies of paid renewals shall be delivered to the DCBBB or its designee. Such policies shall provide that not less than thirty (30) days written notice shall be given the DCBBB before such policy may be cancelled or changed to reduce or cancel insurance provided therein.

b. Continuation Of Coverage. The Bondsman shall furnish a statement at the time the real property is conveyed as collateral to the DCBBB to secure payment of any obligation or liability incurred in the bonding business conducted in Dallas County, and a statement agreeing to keep all insurance coverage required by the DCBBB in full force and effect while the property remains as collateral for Dallas County. In the event the Bondsman fails to keep all insurance coverage required in full force and effect, the DCBBB may, in its sole discretion, require the Bondsman to provide monthly payments to an escrow account for such purposes or remove the real property from the writing power immediately without further notice. A reasonable fee shall be paid by the Bondsman for any escrow services provided by Dallas County, if those services are available at that time.

7. An Officer or Director of an insurance company presenting a surety bond shall appear in person before the DCBBB at each hearing to act upon the licensing or renewal licensing of said corporation, and each of its agents.

8. All Bondsman conveying real property in trust to the DCBBB shall submit an affidavit agreeing to keep the real property in compliance with all city, county, state and federal rules, ordinances and regulations. The affidavit will also state that should the Bondsmen fail to bring the real property into compliance after being given notice that they agree to pay all expenses incurred in the real property not being in compliance, and in the DCBBB or Dallas County returning the real property to compliance.

a. When the DCBBB or its agents received notice that a pledged piece of real property is not in compliance with any law or regulation, the DCBBB or its agents may notify the Bondsman who pledge the real

property. The Bondsman shall be given ten (10) days to bring the real property into compliance or:

(1) Provide documentation to the DCBBB and its agents within ten (10) days that the notice of violation has been appealed to a court of competent jurisdiction and the date a hearing is to be held. Within ten (10) days after the hearing, the Bondsman shall provide to the DCBBB and its agents the determination of the court or notice that the case has been reset at what date certain; or

(2) Provide documentation to the DCBBB and its agents within ten (10) days that someone has been contracted to bring the real property into compliance. The real property will be brought into compliance within ten (10) days unless demonstrated to the DCBBB that the real property cannot be brought into compliance within that time and a reasonable time period has been offered and approved by the DCBBB.

b. Should the Bondsman fail to comply with the above, the DCBBB or its agents shall bring the real property into compliance and notify the Bondsman of the expenses incurred. Should the Bondsman fail to pay the expenses within ten (10) days, the DCBBB may, after proper notice and hearing, vote to suspend or revoke the license of the Bondsman for failure to pay the expenses.

9. If a final judgment on a forfeiture of a bail bond is paid from the security deposited or executed by the Bondsman, the Bondsman shall immediately deposit or execute additional security in an amount sufficient to comply with the Occupations Code, or his license shall be temporarily suspended until such time as the additional security is replenished at the DCBBB. The fifty thousand dollar (\$50,000) minimum security required under the Code shall be all cash or all property, but not a mixture of both.

10. Acceptable Documentary Evidence. Acceptable documentary evidence of continuous employment under 1704.152 for a least one year and for not less than 30 hours per week in the bail bond business may include, but is not limited to: W-2 forms, pay stubs, 1099 forms, time sheets, time cards, phone logs, work logs, and current bail bond license.

a. Acceptable documentary evidence of the performance of duties which encompass all phases of the bonding business may include, but is not limited to: W-2 forms, pay stubs, 1099 forms, time sheets, time cards, phone logs, work logs, current bail bond license, signed bail bond documents, and affidavits from licensee or agent for licensee.

b. If an applicant for a new license relies, in part, upon an affidavit of an individual or a corporate surety to establish the eligibility requirements of 1704.152(a)(4)(A) of the Texas Occupations Code, the applicant will ensure that the affiant appears at any hearing on the application to answer any questions the Board may have regarding the applicant's qualifications or the affidavit. The failure of the affiant to appear with the applicant may be grounds to table the application and repeated failures to appear may be grounds to deny the application. An affidavit from the applicant alone will not be acceptable.

11. Any materials or documents submitted to the Board for consideration, including but not limited to, applications, supplements, responses, written information, or supporting documentation shall be filed with the Board no later than 4:00 p.m. on the Wednesday of the week prior to the regular monthly meeting of the Board. Any materials or documents not filed with the Board by the Wednesday deadline will not be processed or available for use by the Board at its regular meeting. The untimely filing of materials or documents may also result in the matter to which the materials or documents pertain being postponed, tabled, denied, or considered without the benefit of such materials or documents. (*See* Procedures of the DCBBB, I.D.2.e., p. 10 (Oct. 2013)). This Rule is not intended to restrict the ability of the license holder to be heard and to present and cross examine witnesses in a 1704.254 hearing.

B. BONDSMAN/SURETY REQUIREMENTS

1. A surety must take reasonable steps to insure that his employees comply with the Texas Occupations Code and the DCBBB Procedure & Rules.

2. A Bondsman presenting a surety bond to the Sheriff's Department for acceptance and approval must present a current bail bond ID card before processing the surety, company bond. Moreover, all employees of the Bondsman shall hold a valid ID card. An attorney representing a criminal defendant may present an attorney bail bond for acceptance by presenting

his Texas Bar Card to the Sheriff's Department when processing the attorney bail bond.

a. Attorneys shall not be issued bail bond ID cards, but will use their bar cards for identification. ID cards may be issued to employees of attorneys who have bond accounts with Dallas County. Those attorney employees with current ID cards may submit an ID card renewal application not later than the 31st day before the expiration date of the current ID card. Attorney employees with ID cards shall be treated in the same manner as other surety employees with ID cards.

b. ID cards must be submitted timely for renewal. Employees with ID cards which have expired or are not timely presented for renewal will be excluded from the jail until a new ID card application can be processed, approved, and issued. ID cards issued to employees of attorneys shall expire two years from the date of issuance.

3. A bondsman must return to the Principal, payor on the receipt, or indemnitor all fees and/or collateral tendered for the purpose of making or executing a bail bond when no bond is posted by the Bondsman within twenty-four (24) hours of the fee being paid. The Bondsman may retain a portion of the tendered fees to compensate for actual expenses incurred, but may not retain more than ten dollars (\$10.00) per bond. If the fees or collateral cannot be returned because the Principal, payor on the receipt, or indemnitor cannot be located, the Bondsman shall make a written record of his efforts to return the fees or collateral and such record shall be a permanent part of the Principal's file.

a. A collateral log must be kept and available for inspection by the DCBBB at all times by the Bondsman, listing: the date, defendant, criminal or civil case number, the amount of bail, the amount of security, the type of collateral/security held and a statement whether security is for fee or for court appearance.

4. When a Bondsman has been discharged of his liability on a bail bond and there has been no forfeiture of that bail bond, the Bondsman must return to the Principal all collateral, less any reasonable expenses that have been incurred in the case by the Bondsman, being held by the Bondsman to assure the appearance of the Principal.

a. If a forfeiture occurs and the collateral being held is cash, the Bondsman must return to the Principal that amount which is in excess of the final judgment of forfeiture after deducting reasonable, receipted expenses.

b. If a forfeiture occurs and the collateral being held is property other than cash, the Bondsman may, subject to the restrictions contained herein, convert the collateral to cash in order to pay the final judgment or forfeiture together with reasonable, receipted expenses.

c. Prior to converting property to cash herein, the Bondsman shall notify the Principal of this intent to do so by certified mail at the last address furnished to the Bondsman by the Principal. After the expiration of ten (10) days from the date of such notice, and if the Principal has not otherwise discharged his obligation to the Bondsman, the Bondsman may convert the collateral to cash. Lastly, the Bondsman must return to the Principal that amount which is in excess of the amount of the final judgment or forfeiture entered in the cause after deducting reasonable, receipted expenses at the last address on file for said Principal.

d. Receipts supporting the Bondsman's expenses of re-arrest of the Principal shall be maintained in the Principal's file held by the Bondsman.

5. A surety must satisfy a final judgment rendered by a court of competent jurisdiction. Pursuant to Article 17.08 of the Texas Code of Criminal Procedure, the judgment is entered against the Surety for the necessary and reasonable expenses incurred by any and all peace officers in re-arresting the principle in the event he fails to appear before the court or magistrate named in the bail bond, at the time stated therein.

6. A Bondsman must deposit at least fifty thousand dollars (\$50,000) in the Collateral Account within ten (10) business days of his bail bond license being tentatively approved by the DCBBB, but in no circumstance, greater than the ninetieth day. If the tentatively approved Applicant is an insurance company, in addition to the bail security required, an original, filed qualifying Power of Attorney from the insurance company must be presented to the DCBBB before the license can be activated.

a. All certificates of deposit, pledged as collateral to write bail bonds, shall be styled in the name of the **“The Bondsman, payable to the Treasurer of Dallas County, Texas”** and shall be issued by a local

financial institution licensed and regulated by the federal government. The Bondsmen shall show their Tax ID Number or their Social Security Number, may be entitled to interest paid and be responsible for all tax consequences arising from the certificates of deposit. Along with the styling of the account, he shall show the Sheriff Department's address as the address to which all renewal notices and/or other notification of changes shall be sent. Moreover, a Control and Transfer Agreement shall be executed giving the DCBBB a Uniform Commercial Code (the "UCC") security interest in such account that holds any and all pledged certificates of deposit before that pledged amount is added to the Bondsman's Collateral Account with DCBBB.

(1) All Bondsmen shall immediately notify the DCBBB or its designee if there is a change in the issuing financial institution and/or the maturity date of each active certificate of deposit for all funds pledged by their company and/or agents.

(2) A new Control and Transfer Agreement shall be executed between the Bondsman, the DCBBB and a financial institution that is purchased or merged, or for any reason has a name change, within thirty (30) days of that changed, or the Bondsman's license will be suspended until such Agreement is executed.

b. All of the funds pledged to the DCBBB for the purpose of writing bail bonds shall be covered by Federal Deposit Insurance Corporation. Failure to provide secure funds as collateral will be grounds for having those unsecured amounts removed from the Bondsman's Collateral Account.

c. Bondsmen may make additional cash deposits, of at least one thousand dollars (\$1,000.00), to their Collateral Accounts between the hours of nine o'clock (9:00) a.m. and four o'clock (4:00) p.m. local time. Bondsmen may place additional real property as collateral to their accounts, upon approval and acceptance by the DCBBB at a regularly scheduled monthly meeting of the DCBBB.

d. Request for withdrawal or exchange of collateral must be submitted to the DCBBB or its designee for approval. Such requests, and any related paperwork must be received by the Sheriff's Department by four o'clock (4:00) p.m., local time, by the tenth (10th) day of the month prior to when the matter will be considered by the DCBBB. Withdrawals or

exchanges of pledged collateral, other than real property, shall be effected on the fifteenth (15th) day of the month. If the fifteenth (15th) day of the month is a weekend or county holiday, the withdrawal or exchange may be made on the first business day after said weekend or holiday. Withdrawals or exchanges are limited to no more than four (4) per fiscal year for an active company or attorney.

e. A Bondsman may request a midterm reappraisal of the real property that has been pledged to the DCBBB as collateral on a cash account. The midterm reappraisal may only be granted by the DCBBB one time during the 24 month or 36 month term of a bail bond license. The one time reappraisal request may be granted at any time after the expiration of the first year of the license term. If the bondsman has more than one piece of real property pledged to the DCBBB all real property must be reappraised pursuant to the same request. Such requests, and any related paperwork must be received by the Sheriff's Department by four o'clock (4:00) p.m., local time, by the tenth (10) day of the month prior to when the matter will be considered by the DCBBB. At the choice of the bondsman, either local tax appraisal value or an appraised value submitted by a real estate appraiser that meets the qualification set forth in Chapter 1704 of the Texas Occupation Code may be requested. Prior to a hearing on a reappraisal request, the DCBBB staff shall investigate the status of the real property in the same manner it investigates real property that is pledged upon initial application or renewal of a cash account. Upon a hearing, if the DCBBB finds that the real property is in good standing, and the DCBBB approves a new valuation of the real property, such new valuation shall remain in effect for the remainder of the 24 month or 36 month license term. This subsection notwithstanding, a Bondsman must still submit current (six months old preferred but in no event greater than one year old) appraisal values upon filing for the renewal of a cash account for subsequent 24 month or 36 month license term as required by Chapter 1704 of the Texas Occupation Code.

7. A Bondsman must make available a written statement of accounting to the Principal on demand. He must also deliver a written statement to every person who pays the Bondman any bail bond premium or other fee, or who delivers to the Bondsman any collateral security, before he receives the fee or security. The Bondsman may, at his option, include the statement in a written contract, receipt, or other document. The statement must include:

- a. all information required by the Occupations Code; and
 - b. the name, address, and telephone number of the Bondsman; and
 - c. the amount of the bail bond premium; and
 - d. a statement that no storage fee will be charged on collateral security delivered to the Bondsman; or if a storage fee will be charged, the rate; and
 - e. a statement that no fee has been received on behalf of any attorney or law firm employed by the Principal; or if any attorney's fee or law firm fee has been received:
 - (1) the name, address and telephone number of the attorney or law firm; and
 - (2) the amount of the fee; and
 - (3) a statement that the Bondsman does not recommend this attorney, or any attorney or law firm; that it is against the law for a bail bondsman to recommend a particular attorney or law firm; and that the Bondsman will turn over the fee to any attorney or law firm of the Principal's choice; and
 - f. a statement that there are no other fees; or if there are other fees, specifically describing each fee, its amount, and the conditions under which part or all of it will be refunded; and
 - g. a statement that the Bondsman will refund the bond premium within twenty-four (24) hours if the bail bond is not posted; and
 - h. a statement that the Bondsman will make no deduction from any bail bond premium refund; or if deductions will be made, how much they are. The deductions may not exceed ten dollars (\$10) per Principal or actual expenses, whichever is less.
- 8.** Pursuant to 1704.109 of the Occupation Code, the DCBBB may by rule, regulate bail bond solicitations or advertisements to protect the public from

harassment, fraud, misrepresentation or threats to public safety; and to protect the safety of law enforcement officers.

a. No Bondsman may use, adapt, forward or cause to be adapted for use in his bail bonding business a telephone number which previously belonged to another Bondsman in Dallas County without ten (10) days prior written notice to the DCBBB.

b. Any and all published or disseminated advertising or public notices of a Bondsman must contain his DCBBB License number.

c. An attorney that is not licensed Bondsman, that serves as a surety for his own criminal defendants pursuant to 1704.163 of the Occupations Code, may not use the words “bail bond,” “bail bonds,” “bond,” or “bonding” in their written advertising or signage, as it may mislead the public and/or infer that the attorney is affiliated with or operating a bail bond company.

d. No Bondsman may use, adapt, forward, or cause to be adapted for use in his bail bonding business a telephone number that forwards to the office of a criminal defense attorney. Likewise, an attorney that is not licensed Bondsman, that serves as a surety for his own criminal defendants pursuant to 1704.163 of the Occupations Code, may not use, adapt, forward, or cause to be adapted for use in his criminal law practice, a telephone number that forwards to the office of a Bondsman.

9. If a Bondsman has obtained an indemnity agreement pursuant to the posting of a bail bond, he may recover from the indemnitor the amount of the final judgment of forfeiture and reasonable expenses and costs as provided therein.

a. If a motion for new trial or a bill of review is subsequently granted in the forfeiture case and a new judgment entered, the indemnitor shall be entitled to receive the excess of any remittitur over the amount of the new judgment, less any reasonable expenses that have been incurred in the case by the Bondsman up to the date of the new judgment.

b. Receipts supporting the Bondsman’s expenses of re-arrest of the Principal shall be maintained in the Principal’s file by the Bondsman.

10. All sureties on bail bonds are responsible for and shall pay all necessary and reasonable expenses incurred by the Sheriff's Department relating to the re-arrest of any Principal whose bail bond has been forfeited or whose surety has filed an affidavit to surrender the Principal.

11. A Bondsman may not conduct his bail bond business under a name other than the name which appears on his DCBBB license. Conducting bail bond business includes, but is not limited to, advertising and soliciting.

a. No more than one Bondsman may conduct bail bond business from a single address or location except that a Bondsman who will also be an insurance company's properly qualified corporate agent may conduct business in both capacities from the same address or location. A Bondsman who conducts business in both capacities (as a licensed agent and an agent for a corporate surety) from the same address or location must use the same assumed name.

b. A Bondsman may not conduct his bail bond business from any address or location from which a licensed attorney conducts any part of his practice.

c. If a Bondsman plans to change his business address or telephone number, or if he plans to open a sub-office, he must notify the Sheriff's Department representative for the DCBBB, in writing, at least five (5) days prior to such action. In the event of fire or a disaster which renders a bond business premises unusable, notice need only be given at the time of the move. All rules contained herein applicable to the operation of a Bondsman's primary location shall apply to the operation of any sub-office.

d. A Bondsman and all his employees must, when answering the Bondsman's telephone, identify themselves by reciting the name of the bail bond business as it appears on the Bondsman's DCBBB license. It shall be the responsibility of the Bondsman to insure that his employees observe the provision of this rule.

12. A Bondsman must not employ, or keep in employment in the bail bond business, any person who does not have a Sheriff's Department bail bond ID Card. "Employ" and "keep in employment" include, but are not limited to:

a. contracting, orally or in writing, with another person with reference to any aspect of the bail bond business; and

b. allowing a person to discuss any aspect of the bail bond business:

(1) on any premises where the Bondsman conducts his bail bond business, or

(2) on any telecommunication line over which the Bondsman conducts his bail bond business.

13. No bondsman may receive, as payment of a bail bond premium or other fee, or as collateral security, any real property or document related to the real property unless:

a. Ownership of the real property can be transferred, or a security interest can be given, by using a special or general warranty deed that can immediately be filed with Dallas County; or

b. before the Bondsman takes possession, to transfer ownership by pledging a deed of trust to the real property.

14. No individual/Bondsman shall be allowed to post a bail bond on a single Principal that, in the aggregate, exceeds the amount of monies or real property then on deposit with the Sheriff's Department. Also he may not execute a bail bond that, in the aggregate with all other bail bonds executed by the Bondsman in Dallas County, results in a total dollar amount that exceeds ten (10) times the value of the security deposited or executed.

a. No insurance company/Bondsman shall be allowed to post a bail bond on a single Principal that exceeds the amount listed on the field, original qualifying Power of Attorney currently with the DCBBB.

15. Any Bondsman who fails to return of fees paid to them within seventy-two (72) hours, as required by a final court order from any court in Dallas County in which the bail bond was posted, will be subject to suspension or revocation of his license.

16. When a Bondsman or his agent accepts cash or anything of value as a fee or as collateral for the posting of a bail bond, and the Bondsman arranges to have the bail bond, and the Bondsman arranges to have the bail bond

posted by a second Bondsman, the Bondsman shall make full disclosure of such circumstances to the Principal and to all other persons who have contracted to pay for the bail bond.

a. Such disclosure shall include the fact that a second Bondsman has posted the bail bond; and the name, address, and telephone of the second Bondsman; and

b. For the purpose of assuring the appearance of the Principal in court, the Principal may be required to report periodically to the Bondsman, or to the second Bondman, but not to both.

17. No Bondsman shall charge a fee for making a bail bond in an amount in excess of the bond.

18. If the amount of bail in a case is reduced before a bond is posted, a Bondsman may charge a fee only for the lower amount. If a fee for higher bail has already been collected, the excess of such fee must be refunded to the Principal.

19. Pursuant to Chapter 1704 of the Occupations Code, the records required to be maintained by Sureties shall be made available for inspection on demand by the DCBBB or an authorized representative of the DCBBB. The DCBBB may specify the location for the review of the records.

20. Within seventy-two (72) hours after a bondsman receives a printout from the Sheriff's Department showing proof that he has been discharged from his liability on a bail bond and there has been no forfeiture on that bond, he must notify the owner of the security that their security may be claimed.

a. To satisfy Rule 20, the bondsman may contact the owner of the security directly by telephone, however, leaving a voicemail is not sufficient. If the owner has been contacted directly, a written notation must be kept in the file to document: the date, time phone number called, employee at the bail bond company who initiated the phone call, and the person spoken to. If the bondsman does not speak with the owner of the security directly, he must send notice by certified mail, to the last address provided to the bondsman by the owner of the security.

21. Pursuant to 1704.301 of the Occupations Code, the return of collateral must be made within 30 days after the date on which the owner of the security: 1) requests return of the security in writing; and 2) submits to the bail bond surety written evidence of the conclusion of the payment agreement; or the conclusion of all of the criminal cases for which the security was given.

a. A return of Security Warning Form written in both English and Spanish must be provided to the owner of the security at the time the security is given. The Warning Form must state that the owner will have to request return of the security in writing, and will have to submit written evidence that all criminal cases for which the security was given have concluded, in order to gain return of the security. The Bondsman must get the owner of the security to sign Warning Form, provided the owner with a photocopy of the Form, and retain the original as proof that it was provided to the owner of the security.

b. A bondsman must retain the original of the Warning Form, with the security owner's signature, in each defendant file.

22. To assure compliance with 1704.163 of the Occupations Code, all attorneys desiring to write an attorney bond in Dallas County shall tender a signed Affidavit of Attorney-Surety form to the Sheriff's Department, which will serve as their Notice of Appearance as counsel or record in the criminal case for which the bond is to be executed, and will also be deemed to serve as their Notice of Appearance if the case has not yet been filed.

a. The attorney shall present the original and a copy of the affidavit to the Sheriff's Department. The Sheriff's Department shall file stamp the original and the copy and attach the original signed affidavit to the attorney bond and transmit it to the court as part of the bond.

b. After the copy of the affidavit is file stamped by the Sheriff's Department, the attorney shall file the copy with the court of record in the criminal case at or before the first setting of that case.

c. The DCBBB may suspend or revoke the attorney's authorization to write bail bonds in Dallas County for violating this rule and/or Chapter 1704.163, or other applicable provisions, of the Occupations Code, until the attorney has remedied the violation.

23. A bail bond surety must inform a Principal of the procedure required by section 1704.301 of the Texas Occupations Code for return of the Principal's security. To evidence this, the bail bond Surety must have the Principal sign and date the following form. There must be an original and a copy; one of which is to be given to the Principal, and one of which must be kept by the bail bond surety. The form must read as follows:

a. You will receive your security held for the payment of a bail bond fee or to assure your appearance in court if you do both of the following:

(1) Request the return of the security in writing, AND

(2) Submit to the bail bond surety written evidence of the conclusion of your payment agreement, OR the conclusion of all criminal cases for which the security was given.

b. You will then receive your security within 30 days of the date you complete those two items.

Date: _____
_____ (signature of Principal)

24. NOTICE TO ALIENS. When a Surety, which includes a bondsman or an agent or an attorney operating under the attorney exception, takes money or property in exchange for making a bond, the Surety must provide the following notice in English and Spanish to the person paying the money or providing the property:

a. NOTICE REGARDING ALIENS WHO MAKE BOND

An alien incarcerated for criminal charges in the United States may be subject to detention and deportation by the United States government. Detention and deportation are particularly likely for aliens who are in the United States illegally.

*Bonds for criminal charges **have no effect** on detention and deportation proceedings or possibilities. An alien who makes bond on all state criminal charges **may, in some cases, never obtain release from jail***

before disposing of his or her criminal case. Furthermore, he or she may be subject to deportation at any time.

An alien making a bail bond and his or her bondsman may remain liable on the bond when the alien fails to appear for court due to deportation from the United States.

Finally, it should be noted that anyone who encourages or aids an alien to enter or reenter the United States illegally may be subject to criminal prosecution, as may anyone who encourages or aids an alien to intentionally or knowingly fail to appear for court proceedings as promised in a bail bond.

b. NOTIFICACION REFERENTE A PERSONAS INDOCUMENTADAS QUE UTILIZAN FIANZAS

Una persona indocumentada que haya sido encarcelada por cargos criminales dentro de los Estados Unidos, puede ser detenida y deportada por el gobierno federal. La detencion y deportacion son muy probables para aquellas personas que esten de manera ilegal en los Estados Unidos.

*Las fianzas para cargos criminales **no tienen efecto alguno** en los procedimientos o posibilidades de detencion y/o deportacion. Una persona indocumentada que utiliza una fianza en cualquier criminal **podria, en algunos casos, no ser puesto en libertad antes de que se completen los procedimientos** de su caso, e incluso, podria ser deportada en cualquier momento.*

Una persona indocumentada que utiliza una fianza y su afianzador o afianzadora, pueden ser hechos responsables de cubrir la fianza cuando la persona indocumentada no se presente ante la corte debido a que haya sido deportada.

Finalmente, se debe aclarar que cualquier persona que ayuda o incentive a que una persona indocumentada ingrese o reingrese de manera ilegal a los Estados Unidos, puede ser perseguida criminalmente. De la misma manera, Tambien se puede perseguir criminalmente a cualquier persona que incentive o ayuda a que una persona indocumentada, con conocimiento o de manera intencional, no se presente a corte de acuerdo a lo prometido en su fianza.

c. This notice must be signed by the recipient and by the Surety or the Surety's agent who must note the date and time when the notice is provided. A copy of the notice with the required signatures and documentation as to the time the notice is provided must be kept in the Surety's file. The notice should be provided as the same time a receipt is given for any money or property received. Only one notice by bond is required. However, if arrangements for multiple bonds on the same person are being made simultaneously, there need be only one alien notice provided per arrested person.

C. EMPLOYEE REQUIREMENTS

1. Pursuant to 1704.302 of the Occupations Code, no Bondsman shall employ any person who, within the preceding ten (10) years, has been convicted of a misdemeanor involving moral turpitude or a felony.

a. "Employee" as used herein shall mean any person hired by the Bondsman who performs any of the following duties:

(1) Meets and negotiates in person, or communicates on any telecommunication lines, with members of the public for the purpose of soliciting bail bonds; or

(2) receives money as a fee or money or real property as collateral for bail bonds; or

(3) presents bail bonds to the Sheriff's Department for approval; or

(4) interviews or takes information from persons who have been released from jail pursuant to a bail bond provided by the Bondsman.

2. An employee, as defined above, may not be employed by more than one (1) Bondsman in Dallas County. This rule shall not preclude an employee from working for a Bondsman who is also an insurance company's properly qualified corporate Agent. In such case, an employee may represent the Bondsman in either of the employer's capacities.

3. An employee must immediately turn in their ID Card to their employer when they leave the employment of the Bondsman. The Bondsman/employer must immediately record the date and time that the card was turned in, and must return it to the Sheriff's Department within seventy-two (72) hours.
4. An employee must immediately submit to his Bondsman/employer an affidavit that explains the circumstances of any ID card that is stolen or lost. The Bondsman/employer must immediately record the date and time that the affidavit was signed, and must provide it to the Sheriff's Department within seventy-two (72) hours.
5. If an employee refuses to comply with Rule 3 or 4 above, the Bondsman/employer shall submit an affidavit to the Sheriff's Department within seventy-two (72) hours explaining the circumstances.
6. An employee must not do anything which a Bondsman is prohibited from doing.
7. A Bondsman shall not employ minors. To be eligible for a bail bond ID card an applicant must be at least 18 years of age.
8. The Sheriff may temporarily suspend the ID card of a Surety or an employee of a Surety if the Sheriff determines that the Surety or an employee has an active warrant. The Sheriff may lift the ID card suspension once the warrant is satisfied.
9. The Board retains the right to review all ID card applications and the issuing of ID cards together with the Sheriff. The Board staff may issue a temporary ID card after approving the application, but all ID card applications must be submitted to the Board for final approval. This approval may be through a report item or a full review if there is any question regarding the approval of the ID application.

D. BAIL BOND SURETY ELECTIONS

1. Pursuant to Section 1704.053 and 1704.0535 of the Occupations Code, bail bond sureties licensed in Dallas County and agents for corporate sureties licensed Dallas County, shall elect a bail bond surety licensed in Dallas County or an agent for a corporate licensed in Dallas County, to the DCBBB on **the first Tuesday in December** as follows:

a. The Sheriff's Department shall maintain a ballot box (between 9:00 a.m. and 4:30 p.m. local time) on election day. The voting will be by secret ballot, with ballots provided by the Sheriff's Department. Each qualified bail bond surety or agent corporate surety will be asked to vote for one representative on the ballot or write in one candidate on the provided ballot. The votes will be counted and the results posted by the Sheriff's Department representative to the DCBBB.

(1) Sureties wanting to be placed on the ballot shall submit a request in writing to the Board no later than noon on the Friday preceding the Tuesday election date.

b. Each bail bond surety or agent for a corporate surety shall vote in person during the above hours only on election day, or deliver to the Sheriff's Department, during the above hours on election day, a ballot accompanied by a sworn statement from the bondsman or agent of a corporate surety that the ballot represents their vote.

c. The bail bond surety or agent of a corporation surety receiving a majority of the votes cast will be certified as the winner of the election and will be the representative to the DCBBB for a one (1) year period. If no single candidate receives a majority of the votes cast, a run-off election will be conducted two (2) days later under the same format and procedures. The two (2) candidates that received the most votes cast in the first election will be the only two (2) candidates on the ballot in the run-off election. The candidate receiving the most votes in the run-off election will be certified the elected bail bond surety representative for the DCBBB.

d. If three (3) or more candidates receive the same number of votes in the first election, and more than any other surety, then all such candidates will be included on the run-off election ballot.

e. If the run-off election also results in a tie, the DCBBB will conduct further elections in the same format as above.

f. The term of office is one (1) year, starting **January first**.

g. The bail bond surety or agent of a corporate surety that is elected as the representative shall select a designee in writing to serve at meetings

that the representative is unable to attend. The representative shall inform the DCBBB in writing of their selected designee within 10 days after receiving written notification that they have won the election. Should the representative become unable to complete their elected term, the designee shall serve until the DCBBB can call a special election to elect a member to finish the unexpired term.

E. CRIMINAL DEFENSE ATTORNEY ELECTIONS

1. Pursuant to Section 1704.053 of the Occupations Code, attorney's whose principal place of business is located in Dallas County and who are not legally prohibited from representing criminal defendants, shall elect a criminal defense attorney, whose principal place of business is located in Dallas County, to the DCBBB on **the last Monday in January** as follows:

a. The Sheriff's Department shall maintain a ballot box (between 9:00 a.m. and 4:00 p.m. local time) on election day. The voting will be by secret ballot, with ballots provided by the Sheriff's Department. Each qualified attorney should vote for one representative on the ballot or write in one candidate on the provided ballot. The votes will be counted and the results posted by the Sheriff's Department representative to the DCBBB.

(1) Attorneys wanting to be placed on the ballot shall submit a request in writing to the Board no later than noon on the Friday preceding the Monday election date.

b. Each qualified attorney shall vote in person during the above hours only on election day, or deliver to the Sheriff's Department, during the above hours on election day, a ballot accompanied by a sworn statement from the qualified attorney that the ballot represents his/her vote.

c. The criminal defense attorney receiving a majority of the votes cast will be certified as the winner of the election and will be the representative to the DCBBB for a one (1) year period. If no criminal defense attorney receives a majority of the votes cast, a run-off election will be conducted two (2) days later under the same format and procedures. The two (2) criminal defense attorneys that received the most votes cast in the first election will be the only two (2) candidates on the ballot in the run-off election. The criminal defense attorney receiving the most votes in the run-

off election will be certified the elected bail bond surety representative for the DCBBB.

d. If three (3) or more criminal defense attorneys receive the same number of votes in the first election, and more than any other criminal defense attorney, then all such attorneys will be included on the run-off election ballot.

e. If the run-off election also results in a tie, the DCBBB will conduct further elections in the same format as above.

f. The term of office is one (1) year, starting **February first**.

g. The criminal defense attorney elected as the representative shall select a designee in writing to serve at meetings that the representative is unable to attend. Should the representative become unable to complete their elected term, the designee shall serve until the DCBBB can call a special election to elect a member to finish the unexpired term.

F. CRIMINAL DEFENSE ATTORNEY PROHIBITIONS

1. An attorney that is not licensed Bondsman that executes a bail bond or serves as a Surety for his own criminal defendants pursuant to 1704.163 of the Texas Occupations Code, may not engage in conduct with regard to the bail bond business that would subject a licensed Surety to suspension or revocation.

a. If, after notice and a hearing, the DCBBB determines that an attorney has violated the Texas Occupations Code or applicable provisions of the Procedures & Rules of the DCBBB, the attorney may not execute a bail bond or act as a Surety until the attorney has remedied the violation.

2. An attorney acts outside the attorney exemption of 1704.163 of the Texas Occupations Code if the attorney executes a bail bond for a person whom the attorney does not represent in the criminal case at the time the bail bond is executed. Such conduct by an attorney constitutes a violation of 1704.151 of the Occupations Code as well as 1704.303 (a) of the Occupations Code, which is a criminal offense classified as a Class B misdemeanor. An attorney engaging in such conduct will be referred to a law enforcement agency in addition to the sanctions permitted under the Occupations Code.

G. JUSTICE OF THE PEACE ELECTIONS

1. Pursuant to Section 1704.0535(d) of the Texas Occupations Code, each elected justice of the peace who is not legally prohibited from voting in Dallas County shall elect a justice of the peace to the DCBBB on **the first Monday in February** of each year as follows:

a. The Sheriff's Department shall maintain a ballot box (between 9:00 a.m. and 4:00 p.m. local time) on election day. The voting will be by secret ballot with ballots provided by the Sheriff's Department. Each qualified justice of the peace will be asked to vote for one representative on the ballot. The votes will be counted, and the results announced by the Presiding Officer of the DCBBB.

b. Each justice of the peace shall vote in person during the above hours only on election day, or deliver to the Sheriff's Department, during the above hours on election day, a ballot accompanied by a sworn statement from the justice of the peace that the ballot represents his/her vote.

c. The Justice of the Peace receiving a majority of the votes cast will be certified as the winner of the election and will be the representative to the DCBBB for a one (1) year period. If no single candidate receives a majority of the votes cast, a run-off election will be conducted two (2) days later under the same format and procedures. The two (2) candidates that received the most votes cast in the first election will be the only two (2) candidates on the ballot in the run-off election. The candidate receiving the most votes in the run-off election will be certified the elected justice of the peace representative for the DCBBB.

d. If three (3) or more candidates receive the same number of votes in the first election, then all three (3) candidates will be included on the run-off election ballot.

e. If the run-off election also results in a tie, the DCBBB will conduct further elections in the same format as above.

f. The term of office is one (1) year, starting **March first**.

H. AMENDMENTS

[THIS SECTION IS RESERVED FOR FUTURE AMEMDMENTS]