

**TOM GREEN COUNTY BAIL BOND BOARD
SAN ANGELO, TEXAS
325-659-6520**

MEMORANDUM

To: Tom Green County Financial Institutions

From: Tom Green County Bail Bond Board

Re: Improper Release of Security Pledged as Security to the Tom Green County Bail Bond Board

Dear Sir or Madam:

Chapter 1704 of the Texas Occupations Code requires that each Tom Green County Bail Bond Surety provide and maintain security to secure the bail bonds the surety executes in Tom Green County. In order to comply with such security requirements, Tom Green County Bail Bond Sureties deposit certificates of deposit with the Tom Green County Treasurer. The certificate of deposit that serves as the security is issued in the name of both, the particular Tom Green County Bail Bond Surety and the Tom Green County Treasurer.

Pursuant to Texas Occupations Code § 1704.210 (a), a surety may withdraw the above referenced security if:

- (1) the surety:
 - (A) ceases to engage in the bonding business;
 - (B) ceases to maintain the surety's license to act as a surety in Tom Green County; **and**
 - (C) presents a release issued by the Tom Green County Treasurer and the Tom Green County Bail Bond Board; **and**
- (2) no judgment or bond liability, actual or potential, is outstanding against the surety.

It has recently come to the attention of the Tom Green County Bail Bond Board that one of the financial institutions that issued a certificate of deposit to a Tom Green County Bail Bond Surety and the Tom Green County Treasurer released the certificate of deposit to the surety without the consent of either the Tom Green County Bail Bond Board or the Tom Green County Treasurer. Please be informed that releasing or tendering such security without receiving a release issued by the Tom Green County Bail Bond Board is in direct violation of the above referenced statute.

The Tom Green County Bail Bond Board hereby requests that your institution take any and all steps necessary to ensure that a certificate of deposit serving as the security for a surety's bail bond business is not tendered to a Tom Green County Bail Bond Surety without first receiving a written notice(s) from the Tom Green County Treasurer and the Tom Green County Bail Bond Board approving the release of same.

The Tom Green County Bail Bond Board would like to thank you in advance for your utmost attention to this matter. If you should have any questions or comments, Dianna Spieker, Tom Green County Treasurer at 325-659-6520.

TOM GREEN COUNTY SURETY ASSIGNMENTS

Please **print** the information below.

Surety Company Name:
 Surety Company Contact:
 Surety Company Email/phone Number:
 Bank Phone Number:

ASSIGNOR NAME	ASSIGNOR BAIL BOND CO NAME	ASSIGNOR BAIL BOND LICENSE NUMBER
CD NUMBER	CD AMOUNT	CD DATE
CD BANK NAME	CD BANK ADDRESS	

ASSIGNMENT OF CERTIFICATE OF DEPOSIT

The holder (cited above) hereinafter called "Assignor", does hereby assign and set over to the Treasurer of Tom Green County, Texas, all right and title, of whatever nature, of Assignor, in and to the insured account cited above of Assignor, evidenced by a certificate of deposit / time deposit as cited above. Assignor agrees that this assignment carries with it the right to the assurance of the amount by the FDIC and includes and gives the right to the Treasurer of Tom Green County to present for payment the certificate of deposit / time deposit cited above if the Assignor fails to pay a final judgment on a forfeiture of a bail bond executed by the Assignor in Tom Green County not later than the 30th day after the date of the final judgment, as required by the Texas Occupations Code Chapter 1704; or, if the Assignor ceases to engage in the bonding business in Tom Green County and ceases to maintain the license number cited above. This assignment is valid as to all renewals of said certificate of deposit / time deposit. The certificate of deposit / time deposit becomes the property of the Tom Green County Treasurer if not renewed; Interest earned is payable to Surety.

RECEIPT FOR NOTICE OF ASSIGNMENT

Receipt (by the bank cited above) is hereby acknowledged to the Treasurer of Tom Green County, Texas, of written notice of the assignment to said Treasurer of the certificate of deposit / time deposit number cited. The bank has ***noted in our records the importance of the certificate of deposit / time deposit as shown by this assignment and shall not release the same without the approval of the Treasurer.*** We certify that we have received no notice of any lien, encumbrance, hold, claim or obligation of the referenced certificate of deposit / time deposit prior to the assignment to the Treasurer of Tom Green County. We agree to make payment by mail upon request by the Treasurer of Tom Green County, Texas to the Treasurer, pursuant to the Texas Occupations Code Chapter 1704. We agree that this certificate of deposit / time deposit and the renewals thereof are excluded from any claim of set off or other claim arising from any debt owed to the Bank by the Assignor. This lien on the certificate of deposit / time deposit is valid until released in writing by the Tom Green County Bail Bond Board. **The certificate of deposit / time deposit becomes the property of the Tom Green County Treasurer if not renewed.** Interest is payable to Surety. The Bank will not alter the original structure of the certificate of deposit / time deposit nor add an addendum to the deposit agreement without the written consent of the Tom Green County Bail Bond Board.

The Bank agrees that any litigation involving this certificate of deposit / time deposit will be governed by the laws of the State of Texas and will have as venue Tom Green County, Texas.

Assignor agrees not to encumber this certificate of deposit / time deposit in any way. Assignor hereby notifies the above-named bank of the assignment.

ASSIGNOR /SURETY SIGNATURE

PRINTED NAME AND TITLE OF BANK OFFICER **SIGNATURE** OF BANK OFFICER

PRINTED NAME AND TITLE OF WITNESS **SIGNATURE** OF WITNESS

Sworn to and subscribed before me this the _____ day of _____, A.D. 20_____.

Affix Notary Seal

Notary Public in and for the County of _____
and the State of _____
My Commission Expires: _____