

Improving the California Bail Bond System

Contributed by absolutebailbonds
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{bot_wrgoogle}No matter the severity of the crime or the damage done, we must always remember that one of the main premises of our Criminal Justice system is that a defendant must be considered innocent until proven guilty. No matter the weight or volume of evidence, the number and credibility of witnesses, or the indisputable facts appearing in the press which points to the defendant's guilt, the presumption of innocence is inviolate.

It should be noted that in California, the premium rate that must be charged by the Bail Bond Company is set by the Insurance Company (surety). The rate in California is 10% of the penal amount of the bond. In other words, if the amount set by the Judge for bail is \$25,000 dollars, the Bail Bond Company must charge the defendant or his loved one \$2,500 to post a bond. The Bail Bond Company then assumes initial liability for the original amount \$25,000, should the defendant fail to appear in Court for his trial. The premium charge is considered wholly earned when the defendant is released from custody. The \$2,500 premium charge is not the sole obligation of the indemnitor. The indemnitor also assumes the obligation to pay the court the amount equal to the original bond should the defendant fail to appear in court. In some instances, the Bail Bond Company will take initial cash payment that reduces the premium amount, and then sets up a monthly payment schedule to retire the remainder of the original premium obligation. It is desirable, but not mandatory, to also have the individual/s who are acting as indemnitors on the bond provide other collateral, such as a house, to insure that the bond will be paid in the event the defendant fails to appear in court. The reality is that if the defendant fails to appear in court and the bond is forfeited by the court, the bail bond company will, out of necessity, pay the court the bond amount. The Bail Bond Company can then recover from the indemnitors their out of pocket expenses. These out of pocket expenses will necessarily include the total amount of the bond, any investigative fees, and any and all expenses associated with attempts to bring the defendant back into custody.

We have recently seen criticism of the bail industry because certain companies have posted bail bonds for individuals whose loved ones were initially unable to pay the full premium amount of the bond and the individual then committed another crime while released on bond. As if the bail bond agency had any special ability to know which defendants will offend again when released and which ones will not. Further the bail bond company is criticized because the defendant or his loved ones were unable to initially pay the full amount of the premium and were forced to finance a portion. In these instances, trying to place the blame for the criminal activity of a bailed individual on the bonding company is analogous to blaming an automobile accident on the dealer who sold the vehicle if the price of the car was not paid in full.

What gets lost in this blame game is the fact that the governmental agency ie; city or county, releases more people on their own recognizance without benefit of any meaningful follow-up than are released through the bail bond process. Further, when an individual is released on his own recognizance and fails to appear in court, the only thing that happens is that the individual's name is placed into the wanted person's system. Only rarely is an individual actively sought by police after he fails to appear. Conversely, when an individual who is released on bond fails to appear, the bonding company always investigates and tries to bring that individual into court. The bonding company, having a monetary interest in returning the individual to court, is much more likely to actively investigate and attempt to locate the defendant. A recent study by Dr. Block of the University of Arizona concluded that an individual released on bond is far more likely to appear in court than his counterpart who was released on his own recognizance.

In California, bails are too high. Jails are overcrowded and own recognizance release is utilized far more than originally intended. If the bail system was utilized more, it can be concluded that more defendants would appear in court when required and answer for their criminal activity.

Absolute Bail Bonds has been serving California bail bond clients since 1987. During that time Absolute Bail Bonds has grown into a statewide California bail bond agency providing speedy service that gets people released from jail as quickly as possible. Absolute Bail Bonds serves clients from multiple regional offices throughout California, including our Fresno, Sacramento, San Diego and Los Angeles bail bond offices.