



Proposal to Willacy County, Texas

In Response to its March 2007 Solicitation Entitled

“RFP No. 07-02: Willacy County Public Defender’s Office”

Submitted: May 14, 2007

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Supporting Documents

- A. TRLA Non-Profit Corporation Certificate from the Internal Revenue Service
- B. TRLA Board of Directors
- C. TRLA Articles of Incorporation
- D. TRLA Bylaws
- E. Résumés of David Hall, Jose Garza, Joseph Cordova, and Jerome Wesevich
- F. TRLA Insurance Certificates
- G. Willacy County Caseload Data, 2003-2006
- H. Val Verde Public Defender Press

I. Introduction

Texas RioGrande Legal Aid, Inc. ("TRLA") is a non-profit corporation that has built a 35-year record of providing quality legal services to indigent people throughout the Texas-Mexico border region. TRLA provides a broad range of civil legal services through 119 lawyers working in fourteen offices and some three dozen specialized "practice areas," including housing, Social Security and other public benefits, mental health and retardation, family law, wills, employment, and immigration. In 2005, TRLA secured state and county funding to begin operating Texas's only non-profit public defender office, and Texas's only regional public defender office, serving indigent people who are charged with misdemeanor and felony offenses in Val Verde, Edwards, Kinney and Terrell counties. *See Val Verde Press*, attached Exhibit H.

Below, TRLA proposes to create and operate a Willacy County Public Defender Office ("PD"). The PD will include the following major features:

- TRLA intends this proposal to conform in every respect to Willacy County's Request for Proposals entitled "RFP No. 07-02: Willacy County Public Defender's Office;"
- TRLA intends to structure the PD so that it may be expanded if Willacy County later chooses to do so; the PD will represent indigent criminal defendants in Willacy County initially, and then in bordering counties only after Willacy County and others execute an agreement governing PD representation;
- TRLA will ensure that the PD provides adequate representation at all stages in criminal procedure from a prompt initial interview and case analysis after arrest through trial and direct appeal for all felony, misdemeanor, and juvenile cases brought against indigent defendants in the PD service area, subject to exceptions stated next;
- The only cases excluded from PD services are those in which (a) a defendant is determined not to be indigent, (b) charges are filed in a court that is outside the PD service area, (c) the death penalty is sought, (d) a conflict of interest exists; (e) the defendant is charged with specific domestic violence offenses that present a high likelihood of conflict considering TRLA's longstanding relationship with local women's shelters as described below, or (f) PD caseload limits would be exceeded in violation of state bar rules of attorney conduct; and
- TRLA will provide legal services that comply with all federal and state laws governing representation of the poor in criminal cases (including Texas Code of Criminal Procedure Ch. 26), and will do so at reasonable cost.¹

¹ Unlike most other public functions performed by the County, the provision of counsel for the poor in criminal proceedings is required by the Texas and United States constitutions. No county resident has a constitutional right to a paved road or even to medical care, but every person facing criminal charges has a constitutionally protected right to counsel. This not only protects the innocent, but it also promotes respect for the law by building public confidence in the results reached by our criminal justice system.

TRLA proposes to staff the Public Defender Office with an experienced Chief Defender, an Assistant Public Defender, one Investigator, and one Office Manager on an initial annual operating budget of \$227,950. The PD would be operated from TRLA's existing office space in Harlingen. It could be ready to begin accepting a limited number of appointments on June 2, 2007, one month ahead of schedule if Willacy County so chooses. The PD will reach full operational capacity by September 1, 2007, accepting all qualified felony, misdemeanor, and juvenile cases brought against indigent defendants. TRLA will work with Willacy County's PD oversight committee to develop appropriate procedures for transitioning from the current "wheel" appointment system to the PD. TRLA will apply its experience in drafting county plans to provide for Willacy County's consideration draft language for Willacy County's Indigent Defense Plan that is filed with the Task Force on Indigent Defense. Case trends in Willacy County over the past three fiscal years indicate that defendants in 168 felony, 278 misdemeanor, 22 juvenile, and 5 appellate cases may be expected to qualify for PD services during the PD's first twelve months of operation. The PD will have the capacity to provide quality representation in every one of these cases for an average of about \$750 per felony case, \$250 per misdemeanor case, \$500 per juvenile case, and \$1,000 per appeal.

Since the nation's founding, the Constitution has affirmed that a person charged with crime has a right to a lawyer. "In all criminal prosecutions, the accused shall enjoy the right . . . to have the Assistance of Counsel for his defence." U.S. CONST., Amend. VI. To implement this provision when defendants are unable to afford counsel, the Supreme Court required publicly-funded counsel, first in death penalty cases, *Powell v. Alabama*, 287 U.S. 45 (1932), next in all other felony cases, *Gideon v. Wainwright*, 372 U.S. 335 (1963), and finally in all misdemeanor cases that carry a potential jail sentence, *Argersinger v. Hamlin*, 407 U.S. 24 (1972). The Supreme Court explains why:

The right of one charged with crime to counsel may not be deemed fundamental and essential to fair trials in some countries, but it is in ours. From the very beginning, our state and national constitutions and laws have laid great emphasis on procedural and substantive safeguards designed to assure fair trials before impartial tribunals in which every defendant stands equal before the law. This noble ideal cannot be realized if the poor man charged with crime has to face his accusers without a lawyer to assist him. A defendant's need for a lawyer is nowhere better stated than in the moving words of Mr. Justice Sutherland in *Powell v. Alabama*: "The right to be heard would be, in many cases, of little avail if it did not comprehend the right to be heard by counsel. Even the intelligent and educated layman has small and sometimes no skill in the science of law. If charged with crime, he is incapable, generally, of determining for himself whether the indictment is good or bad. He is unfamiliar with the rules of evidence. Left without the aid of counsel he may be put on trial without a proper charge, and convicted upon incompetent evidence, or evidence irrelevant to the issue or otherwise inadmissible. He lacks both the skill and knowledge adequately to prepare his defense, even though he have a perfect one. He requires the guiding hand of counsel at every step in the proceedings against him. Without it, though he be not guilty, he faces the danger of conviction because he does not know how to establish his innocence.

Gideon, 372 U.S. at 344-345. Similarly, Texas has long recognized the need for "the guiding hand of counsel." Every Texas Constitution since 1836 guarantees the right to counsel. TEX. CONST. Art. I, Sec. 10. At least 106 years before *Gideon*, Texas law required that "When the defendant is brought into Court, for the purpose of being arraigned, if it appears that he has no counsel, and is too poor to employ counsel, the Court shall appoint one or more practicing attorneys to defend him." TEX. CODE CRIM. PROC. (1857). Today, the law remains that every person charged with a criminal offense must be afforded representation through direct appeal if the offense carries incarceration or death as a potential penalty. TEX. CODE CRIM. PROC. Art. 1.051(c).

II. Budget

TRLA proposes the following budget for operating the PD for the 12-month period beginning June 2, 2007:

Personnel	Annualized Salary	Fringe Benefits at 21.5%	% Time Applied to PD	PD Salary
Attorney (10 yrs experience)	67,500	14,513	100%	82,013
Attorney (1 yr experience)	38,000	8,170	80%	36,936
Investigator (5 yrs experience)	32,000	6,880	100%	38,880
Secretary (20 yrs experience)	37,000	7,955	50%	22,478
Personnel Total				180,306

Non-Personnel	Months or Quantity	Cost	Total
Operating Expenses			
Travel Local	5 trips/wk	48c/mile	5,000
Printing/Copies	50/case	4c/copy	1,000
Supplies			1,000
Space + Furniture Cost	12	685	8,220
Litigation Expense	12	750	9,000
Telephone	12	400	4,800
Training (CLE)	2	1000	2,000
Admin Costs (IT, Accounting, Audit, etc.)	12	425	5,100
Legal Research	2	750	1,500
Capital Expenditures			
Software	3	700	2,100
Computers	3	1500	4,500
Videoconferencing equipment	1	3000	3,000
Non-personnel Total			47,220

2007 Annualized Budget			227,526
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The budgeted operating costs for the first year assumes that the full complement of staff is needed to carry the anticipated caseload. If the caseload does not materialize or the number of defendants who are eligible is not as great as projected, a savings will result that can be applied to reduce costs to Willacy County during subsequent years of operation.

After the first year of operation, the capital expenditure costs will be minimal, if any. There will be a need to adjust the salaries to reflect cost-of-living increases, which have ranged in the 2-3% level for the last several years. Furthermore, in subsequent project years there should be more accurate budget predictability available based upon actual experience in the first year of PD operation.

TRLA has an accounting system in place that has been widely acknowledged by a variety of reviewers and auditors to be an exemplary system. TRLA is required to furnish an independent audit each year to its principal funding sources, and copies of that annual audit will be furnished to Willacy County to verify the proper expenditure of all funds received for the PD. TRLA also has in place strong administrative and other managerial support systems that result from decades of experience in furnishing legal services to poor people.

III. Personnel Descriptions

TRLA will meet all statutory and Willacy County grant requirements as to each staff position funded through the PD grant. The PD staff will operate under the same employment and personnel policies as other TRLA staff. Those policies provide for a complete fringe benefit package, including health and professional liability insurance, pensions, leave, continuing legal education, and bar membership dues, including membership in the criminal justice section. All PD attorneys will comply with all attorney qualification provisions of the Willacy County Indigent Defense Plan on file with the Texas Task Force on Indigent Defense. Each staff member must agree in writing to not engage in any private practice of law for compensation; and not accept anything of value not authorized by law for services rendered as a public defender. Descriptions of every PD personnel position will be as follows.

A. Chief Public Defender

The Chief Defender will be recruited by TRLA and hired only after Willacy County's oversight committee (as described on Page 1 of the Solicitation) has determined that the candidate's qualifications are adequate. Qualifications include education, experience, publications, and references. The Chief Public Defender will be supervised by the Executive Director and the Director of the Defender Division of TRLA.

Minimum qualifications of the Chief Public Defender:

- is a member of the State Bar of Texas;
- has at least three years of criminal litigation experience; and
- has completed ten hours of Continuing Legal Education within the past year.

The ideal Chief Public Defender candidate would be someone who:

- has a strong academic background with demonstrated legal skills;
- who is committed to ethically serving the clients being represented;
- who knows and has personal ties to the community being served,
- who is bi-lingual,
- has worked in a public defender office;
- has tried to verdict as lead or co-counsel three or more felony cases, two or more of which have been jury trials;
- has briefed or argued two or more cases before a Texas or federal appellate court; and,

- has completed ten or more hours of continuing legal education in criminal law within the past year, including carryover from one previous year only.

The Chief Public Defender's responsibilities will include:

- supervising and directing the work of all PD staff;
- ensuring that the quality and quantity of each attorney's work are adequate under the workload management plan stated below;
- serving as lead counsel of record in up to 100 felony cases, 50 misdemeanor cases, 10 juvenile cases, and 5 appellate cases;
- approving training and travel reimbursement requests;
- attending a legislative update seminar during every calendar year that the Texas Legislature meets;
- training staff in office procedures as described on p. 10 below;
- providing information concerning PD operations to Willacy County; and,
- responding to attorney, bar, and public inquiries concerning the PD's work.

B. Assistant Public Defender

The Assistant Public Defender will be recruited, hired and assigned by TRLA's Executive Director, and be subject to discipline or removal according to the standard employment policies applicable to all TRLA attorneys. One or more of TRLA's existing staff attorneys may qualify to serve as a staff public defender on Willacy County cases from time to time, and may do so by logging the amount of time chargeable to these cases.

Minimum qualifications for each staff public defender include:

- licensed to practice law in Texas or willing to take the next available Texas bar exam;
- one year of criminal litigation experience or comparable academic or clinical experience in criminal law;
- proficiency in the Windows operating system, Microsoft Word, Excel and PowerPoint, and legal research software; and
- completion of ten hours of continuing legal education in criminal law within the twelve months preceding service as a PD staff attorney.

During each year, staff public defenders will:

- serve as lead counsel of record in up to 50 felony cases, 200 misdemeanor cases, and 10 juvenile cases;
- respond to requests for information from the local bar and community; and
- refine PD eligibility and pretrial procedures.

C. Investigator

The Investigator will be recruited and hired by the Chief Public Defender, and be subject to discipline or removal according to the standard employment policies applicable to all TRLA paralegals.

Minimum qualifications for an Investigator include:

- licensed as a peace officer or a private investigator for two or more years by the Texas Department of Public Safety;
- access to a reliable personal vehicle;
- strong writing skills and experience in writing investigation reports;
- proficiency in Microsoft Word, Excel and computer data entry, and proficiency in the use of the Internet;
- proficiency in the use of audio and video recording equipment;
- bilingual in English and Spanish; and
- suitable recommendations.

Responsibilities include:

- interviewing witnesses and writing comprehensive investigation reports;
- obtaining and analyzing documents, reports, photographs, recordings and other forensic materials, and recording such information in the case management system;
- surveying crime scenes and recording information, including detailed drawings and photographs;
- locating witnesses and other case-relevant information using the Internet and other forensic investigative methods; and
- interviewing persons admitted to the jails within 24 hours of confinement to determine their eligibility for representation by the PD, and to produce a written report regarding pending charges, information relevant to bail or personal recognizance release, and potential defenses to the matters charged.

D. Legal Secretary

The Legal Secretary will be recruited, hired and assigned by the Chief Public Defender, and be subject to discipline or removal according to the standard employment policies applicable to all TRLA secretaries.

Minimum qualifications of a Legal Secretary include:

- proficiency in the Windows operating system, Microsoft Word and Excel applications, and computer data entry;
- bilingual in English and Spanish;
- at least six months' experience as a legal secretary; and
- capable of passing of TRLA's Legal Secretary examination.

Responsibilities include:

- drafting, editing, formatting and printing legal documents, correspondence and reports in Microsoft Word;
- scanning, faxing and filing documents;
- managing incoming and outgoing mail, faxes and telephone calls;
- managing case file records on the TRLA Client Tracking System, the custom-written case management system, as well as the hard copy files;
- managing and purchasing supplies, office equipment and furnishings; and,
- miscellaneous administrative duties, including time sheets for payroll, travel reimbursement requests, and docket maintenance.

E. Administration

TRLA's management, accounting, and information technology personnel will provide the following services to the PD:

- recruiting lawyers and support staff;
- assistance in developing a PD policies and procedures manual, using as a model TRLA's existing manual for the Val Verde County Regional Public Defender office;
- computer applications and development of criminal case modules for TRLA's proprietary case management system, the Client Tracking System ("CTS"), including legal work templates, forms, and content;
- audit, accounting and biweekly payroll management;
- employee benefits management, including health care, leave and professional development;
- grant and contract funds management, including reports to Willacy County on PD expenditures, operations, and results;
- resource development and fund-raising;
- purchase and maintain office equipment and bulk purchase of office supplies;
- maintain and manage workers' compensation, premises liability, and professional liability insurance;
- establish and maintain suitable office space and physical infrastructure;
- purchase and maintain telephone systems using Voice-over-IP technology;
- Information Technology support, including computer purchase, setup and maintenance, Internet and data transmission services, local area and wide area network systems, email, legal research services, and case management services using the CTS.

F. Law Student Interns

TRLA historically attracts unpaid law students to serve as interns or law clerks in each of its offices during the summer break months, or part-time during law school. TRLA anticipates recruiting unpaid law clerks to perform legal and factual research and to proofread court documents for the PD, providing valuable experience for the students while leveraging attorney time for the PD. With TRLA's wide-area network and case management system, law clerks can perform valuable services for PD clients from remote locations at their law schools, and need not

be physically present in the PD offices. All work by interns or law clerks will be directly supervised by a PD attorney.

TRLA will explore other options for establishing working relationships with law schools, providing both faculty and student support for the staff of the PD office. Numerous opportunities exist for TRLA to bring no-cost services to support the efforts of the TRLA/Willacy County PD project.

G. Other TRLA Staff

TRLA anticipates using some of its existing civil legal services staff to augment the services of the PD. A number of TRLA lawyers have criminal trial experience, and still other TRLA lawyers would like to acquire litigation experience. Some of the more experienced TRLA lawyers would be helpful as mentors to the less experienced Defender staff in litigation and case management. These are just a few of the circumstances where it would be advantageous to pursue collaboration with the entire TRLA staff. When representing defender program clients, the civil attorneys employed by TRLA would be paid from PD funds or would work on a voluntary basis.

In addition, TRLA intends to explore fully the opportunities for cooperation and synergy between the defender and civil components of TRLA's legal services delivery system. Often when persons are accused of crimes, there is a major negative impact on the family of the accused. Issues involving drug and alcohol abuse, mental illness, public benefits, housing, immigration and family law are common in these cases, and TRLA is uniquely capable of bringing its civil representation resources to bear in addressing these kinds of matters.

IV. Workload Management Plan

TRLA's Workload Management Plan is designed to ensure that PD representation is available to all qualified clients who need representation, and to minimize the expenditures that are necessary for assigned counsel outside the PD.

The first step in creating a Workload Management Plan is to estimate the number of cases that the Public Defender office may be assigned. The best projections of future caseloads are based on past caseloads. The Task Force on Indigent Defense compiles the data from reports that the counties have filed with the Office of Court Administration, and attached Exhibit G shows the total number of new cases added in Willacy County over each of the past three years, not just the number of cases in which the counties paid for the representation of someone unable to hire private counsel. Examining this data shows that an average of 240 felony cases were filed each year, 397 misdemeanor cases were filed, 31 juvenile cases were filed, and no appeals were filed during these three years.

Fiscal Year	Felonies Added	Misd Added	Juvenile Added	Total
2006 Cases Added	196	325	22	543

2005 Cases Added	266	457	46	769
2004 Cases Added	257	408	25	690
3-Year Average Of Cases Added	240	397	31	667
70% Of Cases Assigned to PD	168	278	22	467

The next step in the workload determination is to project the annual number of cases in which the defendant may be expected to be indigent, and therefore eligible for representation by the PD. TRLA conservatively estimates that 70% of the new cases added will involve a defendant who is indigent, based on Texas and national data, and upon TRLA's experience. Actual appointment rates in Willacy County have been reported at less than 40%, which appears extremely low for a rural South Texas county with a poverty rate in excess of 30%. Moreover, Texas data indicates that at least 0.5% of convictions are directly appealed, and Willacy County shows no appeals in the last three years. TRLA thus bases its Workload Management Plan on the higher caseload percentages as a means of protecting the county from unforeseen expenditures for outside counsel. Some defendants must be referred to private counsel because of conflict of interest rules. Also, because TRLA has a supervisory role over the legal advocates at regional womens' shelters, those cases in which the applicant is charged with certain kinds of domestic-violence-related crimes will have to be excluded as well.² TRLA's proposed budget is based on these estimated caseload figures. This budget will enable the PD to represent indigent clients in 168 felony cases, 278 misdemeanor cases, 22 juvenile cases, and 5 appeals. If the average number of cases over the past three years accurately indicates caseloads to be expected over the next 12 months, and the 70% assignment rate is appropriately conservative, the PD should be able to accept all eligible felony, misdemeanor, and juvenile cases that are assigned to the PD over the next 12 months, and do so within the budget stated above.

These caseload projections are necessarily imprecise. The actual number of cases assigned vary due to unforeseeable circumstances ranging from law enforcement focus, the performance of the economies in Texas and Mexico, and the exercise of prosecutorial discretion. The complexity of the cases themselves may also vary depending on the severity of injury to victims, search and seizure practices of law enforcement agencies, the mental health of defendants, and the plea practices of the prosecutors. For all of these reasons, it is impossible to precisely predict what number of cases will be completed by any attorney or the PD itself, particularly in its first year of operation. Workload projections will become more definite as PD data is generated over time.

Accordingly, TRLA's proposed Workload Management Plan responds to caseload uncertainty with flexible and efficient distribution of legal resources, as follows:

- (1) Within 24 hours of booking into jail, or by appointment for defendants who are not pre-trial detainees, a PD staff member will interview each detainee and investigate (a) eligibility for representation, (b) whether a conflict of interest prevents PD representation,

² The most common types of crimes that TRLA proposes to exclude from representation are: (1) family violence assault under Tex. Penal Code sec. 22.01, (2) aggravated sexual assault under sec. 22.021 if the offense is alleged against a spouse or domestic partner, (3) interference with child custody under sec. 25.03 if the complaining witness is a spouse or domestic partner, and (4) violation of a protective order under sec. 25.07.

- (c) if apparently eligible for PD representation, a case analysis, and (d) assessment of suitability for personal recognizance bond.
- (2) Upon conclusion of each interview, PD staff will immediately transmit a report to the appointing judge designated under the Willacy County indigent defense plan, and to the defendant. The report will state: (a) whether PD's investigation indicates that the defendant is indigent and qualifies for appointed counsel under the appropriate indigent defense plan; and (b) whether a conflict of interest or other professional responsibility prevents PD from serving the defendant. The report will also recommend one of the following proposed orders for the judge's consideration: (a) that the PD be appointed to represent the defendant; (b) that private counsel be appointed to represent the defendant; (c) that appointed counsel be denied due to insufficient evidence of indigence; or (d) that the court hold a hearing to be held to determine indigence. Based upon his score on an objective survey of factors relating to the defendant's ties to the community, the PD will also submit a report of its findings on whether the defendant is a suitable candidate for release on his own personal recognizance.
 - (3) The PD may decline to represent a defendant if: (a) the PD learns that the defendant is not indigent, (b) the charges for which representation is sought are prosecuted in a court that is outside the PD service area; (c) a conflict of interest becomes apparent among indigent defendants, or between a defendant and the PD; (d) the defendant is charged with a family violence offense as specified herein; or (e) the PD lacks the personnel to adequately represent the client under Texas Rule of Professional Responsibility 1.01. Under any of these circumstances, the PD may decline appointment or withdraw from appointment, as appropriate.
 - (4) While the PD is appointed, it will provide all criminal defense services necessary to each defendant through judgment and direct appeal, and do so in accord with all federal, state, and local laws governing indigent defense services.
 - (5) The Chief Public Defender will periodically monitor and adjust caseload distribution among PD attorneys, and adjust staffing levels within the budget described in this proposal, to ensure that the most efficient and effective representation is available to as many eligible clients as possible at all times. The Chief Public Defender will provide periodic reports to Willacy County on how well the PD has succeeded in completing the work assigned to it, on its capacity to accept additional cases, and on its adherence to the caseload policies stated above.

The bottom line is that even with the unavoidable uncertainty in caseloads, TRLA's Workload Management Plan protects Willacy County from spending indigent defense money for outside representation unless the number of cases in which counsel is appointed for indigent defendants greatly exceeds its historical average, an entirely unlikely event in this year alone.

The employee position descriptions stated above allow for flexibility in accepting the entire anticipated caseload, based on existing national caseload standards for public defenders.³

It is TRLA's intention to hire staff and increase project capacity only as the caseload and circumstances indicate the need to do so. TRLA has many years of experience in expanding and contracting operations as budget constraints and caseload demands require. That experience will be brought to bear on the unique circumstances surrounding this effort to create the PD serving defendants in Willacy County.

V. Training

The Chief Public Defender's first responsibility will be to write and then train each staff member on PD procedures concerning client correspondence, docketing, pre-trial practice, motion practice, trial practice, and appeals. Peer review of each major court presentation within the PD office will afford each attorney important additional training opportunities.

Each attorney will also have a training budget of \$1,000 per year to cover travel and tuition expenses necessary to attend continuing legal education (CLE) courses in substantive and procedural criminal law. The Chief Public Defender must approve each training expenditure in advance. TRLA has successfully used this policy to ensure that all CLE requirements are met for its staff, and that each staff member remains abreast of current developments in his or her areas of practice.

TRLA Information Technology staff will provide each PD staff member in-house training on TRLA's Client Tracking System software, on its Voice-over-Internet-Protocol telephone system, and on standard software packages as needed.

The person likely to serve as the PD part-time secretary has twenty years' experience in TRLA's existing Harlingen office.

As time and circumstances permit, the PD office will make training on its criminal defense practices available to the local bar, and will also respond to specific questions presented by bar members. The PD will share its brief bank, research, and forms with the local bar as requested.

³ The most comprehensive study of public defender caseloads was done by the National Advisory Commission on Criminal Justice Standards and Goals in 1973. The Commission recommended that public defender caseloads be limited to the equivalent of: 150 felony cases, 400 misdemeanor cases, or 25 direct appeals per attorney per year. These figures have withstood the test of time, and are currently used in Arizona, Georgia, Indiana, Missouri, New York, Vermont, and Washington. See Texas Task Force on Indigent Defense, *Blueprint for Creating a Public Defender Office in Texas*, Appendix I p. 42 (2004) (available at <http://www.courts.state.tx.us/oca/tfid/Blueprint.pdf>).

VI. Overhead Cost Descriptions

With 79% of the proposed PD budget directed to staff salaries and benefits, overhead costs that are necessary to operate the PD are limited to 21% of the budget. Each specific overhead cost figure stated in the budget above is based on TRLA's extensive experience in meeting these overhead costs in its existing operations. The budget's overhead costs cover all of the following items:

- office space in Harlingen that includes space for two attorneys, one investigator and a secretary, conference rooms, a reception area, and restrooms, in addition to space for the civil legal services staff that will be paid from TRLA's funds for civil legal services;
- litigation costs including experts, consultants, investigators, and court reporter fees for trial transcripts;
- utilities including electric, gas, water, phone, and internet service;
- library and electronic legal research materials;
- postage and consumable office supplies;
- workers' compensation and premises liability insurance coverage for each employee and client;
- personal use of automobile at \$0.48 per mile;
- training costs at \$1,000 per lawyer per year; and
- administration costs (accounting, payroll, audit, management support, information technology support, software customization, etc.) at about 2% of total budget costs, which is less than half of the 5% administrative expense rate that applies to most government contracts.

Capital and other start-up costs will include the following:

- office furnishings for each staff member that include desk, chairs, filing cabinets, shelving
- VoIP telephone
- Videoconferencing equipment for Willacy County Adult Detention Center
- 2 desktop and 1 laptop computers
- software for computers, including Microsoft Office Suite
- use of TRLA's Xerox 55 Workcentre high-speed printer/scanner/copier/fax machine, networked to TRLA wide-area network

VII. Investigator and Expert Policy

The budget above includes \$9,000 for litigation expenses that may include trial transcripts for appeals, fees charged by expert witnesses, and consultant and technical assistance costs. The PD will spend this money in accord with the following rules:

- (1) the Chief Public Defender will approve each expenditure as necessary before it is incurred, and information concerning each approval will be provided to Willacy County;

- (2) evaluation of the need for and amount of any expert or investigator expenditure will be made as of the time that the expenditure is requested, based on the information that is reasonably available at that point in time;
- (3) TRLA anticipates that absent unforeseen and unusual circumstances, the PD's staff investigator will perform all investigative work for all PD clients, and that litigation expenses will not need to be used to hire outside investigators; and
- (4) each time the PD contract is renewed, TRLA will discuss with Willacy County the previous year's actual need for litigation expenses to predict future need for these resources.

VIII. Ability to Provide Adequate Quality Representation

TRLA's capacity to provide adequate quality representation in its proposed PD office is proved by the track record of accomplishments that it has established in its existing Regional Public Defender project, its thorough understanding of Texas's indigent defense laws and practices, and the experience of the team that it has assembled to manage the start-up of the PD office.

TRLA's website, www.trla.org, provides ample detail on the broad range of quality legal services that its 120 attorneys and active board of directors have provided to indigent clients throughout Central, South, and West Texas for some 35 years. Scores of court decisions, press reports, and public awards document the concrete results that TRLA has achieved on behalf of clients in virtually every substantive area of law, from housing to farm worker employment to children's health to public benefits to *colonias* to domestic violence.

Equal access to justice for the poor through quality legal representation has always been TRLA's core mission. By the early 1990's, TRLA recognized indigent criminal defense as a critical issue affecting the families of indigent defendants as well as the defendants themselves.⁴ TRLA conducted litigation in Hidalgo and Cameron counties to address prolonged pre-trial incarceration without access to counsel. Since passage of the Fair Defense Act in 2001, TRLA's Criminal Justice Team has assisted the Task Force on Indigent Defense, the El Paso and Webb County public defender offices, numerous judges, and numerous counties in implementing the law. TRLA provided the Task Force with substantial assistance in writing its June 2004 *Blueprint for Creating a Public Defender Office in Texas*.

⁴ Over the years TRLA has developed a range of strategies to respond to client concerns about indigent defense adequacy. It has developed a detailed telephone intake to gauge client concerns, offer standard advice on indigent defense matters, and identify where systemic deficiencies merit closer attention. Before the Fair Defense Act, it used litigation to correct systemic deficiencies in indigent defense systems. Since the FDA, it has worked with judges to identify procedures needed to ensure that competent counsel were appointed to represent criminal defendants who suffer from major mental illness. It has accepted appointments from judges to replace grossly deficient counsel in criminal cases, and won both acquittals and convictions on lesser included offenses. It has also worked with Texas's Task Force on Indigent Defense on a wide range of FDA education and implementation efforts.

The TRLA employees who would manage recruitment and start-up of the PD office are TRLA Executive Director David Hall, TRLA Litigation Director Jose Garza, Public Defender Division Director Joseph Cordova, and Criminal Justice Team Manager Jerome Wesevich. With some 100 years of combined legal experience including a vast array of representation before all Texas and federal courts, and consistent application of skills on behalf of indigent clients, these individuals are well suited to establish the PD and ensure that it provides quality and committed representation in accord with the highest ethical standards.⁵

IX. Case Management Technology

TRLA has written and refined its own Microsoft FoxPro-based case management application called the "Client Tracking System" (CTS) to make all information pertaining to each case readily accessible to management and staff. This includes docketing, contact and witness information, potential conflicts, documents, time logs, correspondence, and ticklers. The CTS is remotely available on a Citrix-enabled wide area network, and is maintained and fully supported by TRLA's Information Technology staff. Case reviews, acquisition of management information, and reporting can readily be accomplished from any location with Internet access. The CTS is among the finest examples of client service software available anywhere, and has been successfully integrated into TRLA's daily operations by hundreds of staff members working in dozens of teams across Texas. Thoroughly tried and tested, CTS will readily meet all case management needs of the PD.

One of the major advantages of the CTS is that it can be customized for various types of cases encountered by staff. Case-specific modules will be written to address the specific types of issues in various kinds of criminal prosecutions. The modules will allow staff to assemble documents useful in all kinds of cases, as well as to track unique data and procedural needs.

X. Conclusion

TRLA's Public Defender proposal offers Willacy County the benefit of an existing infrastructure with a proven track record of success, which TRLA respectfully submits would provide a smoother start-up and better quality representation for less money than anyone else could approach.

⁵ For example, Mr. Hall had extensive trial and appellate experience in criminal matters, including a successful appeal of a burglary conviction to the United States Supreme Court. The Court held that the method of selecting grand juries in Hidalgo County in the early 1970's discriminated against Mexican-Americans. *Castañeda, Sheriff v. Partida*, 430 U.S. 482 (1977). For many years Mr. Hall has been a member of the State Bar of Texas Committee for the Provision of Legal Services to the Indigent in Criminal Matters. Mr. Garza has litigated several dozen appeals in federal and state courts, including presentation of oral argument to the U.S. Supreme Court. Mr. Cordova has over fourteen years' of criminal litigation experience as a Federal Public Defender in Laredo and Del Rio, Texas, and for the past year has served as Chief Public Defender for TRLA's Regional Public Defender serving Val Verde, Kinney, Terrell and Edwards Counties. Mr. Wesevich helped craft the Texas Fair Defense Act of 2001, and then helped counties implement the law. He also has extensive complex litigation and appellate experience.

Internal Revenue Service
Director, Exempt Organizations

Department of the Treasury
P.O. Box 2508
Cincinnati, Ohio 45201

Date:

JUN 08 2004

Texas RioGrande Legal Aid, Inc.
300 S Texas
Weslaco, TX 78596-6108

Person to Contact - ID#: Roger Vance - 31-03113
Contact Telephone Numbers:
877-829-5500 Phone
513-263-3756 FAX
Federal Identification Number:
74-1675230

Dear Sir or Madam:

By our determination dated November 22, 1971, you were held to be exempt from Federal Income Tax under the provisions of section 501(c)(3) of the Internal Revenue Code.

You recently furnished us information that Costal Bend Legal Services merged with Texas Rural Legal Aid Inc. on June 25, 2002. You also informed us that your name has been changed to Texas RioGrande Legal Aid, Inc. Based on the information submitted, we have determined that the merger does not affect your exempt status and we have updated our records to reflect your current name as shown above. The organization will continue using Employer Identification Number 74-1675230.

Please let us know about any further changes in the character, purposes, method of operation, name or address of your organization.

If you have any questions regarding this matter, please contact the person whose name and telephone number appear in the heading of this letter.

Sincerely,



Director, Exempt Organizations

Enclosure

Texas RioGrande Legal Aid, Inc.
Board of Directors

San Antonio Bar Association	Judge Karen Pozza 407 th District Court 100 Dolorosa San Antonio, Texas 78205 210-335-2462 kpozza@bexar.org	Term Expires 12/06
San Antonio Bar Association	Lamont A. Jefferson 112 E. Pecan #1600 San Antonio, Texas 78205 210-978-7459/554-0458 lamont.jefferson@haynesboone.com	Term Expires 12/07
El Centro Del Barrio	Sarah Davidson 13842 O'Connor Rd., Apt. 1110 San Antonio, Texas 78233 210-637-1510 sbeloved@sbcglobal.net	Term Expires 12/08
Rio Grande Valley Edinburg Clients' Council	Ramona Casas 3510 Rancho Del Rey Edinburg, Texas 78539 956-380-3384	Term Expires 12/07
Cameron County Bar Association	Lisa Taylor 806 Morgan, Suite J Harlingen, Texas 78550 956-412-4900 lialtaylor@cngmail.com	Term Expires 12/08
Cameron County Bar Association	Joseph Krippel 1385 Crestview Brownsville, Texas 78520 956-550-1433 jkrippel@hotmail.com	Term Expires 12/08
El Paso Bar Association	Gregory B. Pine 303 Texas Ave., Suite 1000 El Paso, Texas 79901 (915)532-5757/577-0787 gbp251@aol.com	Term Expires 12/07
El Paso Bar Association	M. Daisy Everhart 711 Myrtle El Paso, Texas 79901 915-533-7216/533-7218 mdaisy@flash.net	Term Expires 12/08

*Project BRAVO, Inc. El Paso County	Jose Duran 10132 Bermuda Ave. El Paso, TX 79925	Term Expires 12/06
Weslaco Clients' Council Hidalgo County	Frances Medrano 1704 Anacua Circle Weslaco, Texas 78596 956-447-9491	Term Expires 12/07
Hidalgo County Bar Association	Victoria Guerra 605 E. Violet, Suite #3 McAllen, Texas 78504 956-618-2609/618-2553 vguerra276@aol.com	Term Expires 12/08
Hidalgo County Bar Association	Roger Reed P.O. Box 9702 McAllen, Texas 78502-9702 956-631-5444/631-9187 rhreed@rcmlaw.com	Term Expires 12/08
Robstown Clients' Council Nueces County	Maria Pacheco 477 Cenizo Dr. Robstown, Texas 78380 361-387-8133	Term Expires 12/07
Corpus Christi Bar Association	Jeanne Chastain 921 N. Chaparral, Suite 212 Corpus Christi, Texas 78402 361-881-9800 jchastainpc@yahoo.com	Term Expires 12/06
Laredo Clients' Council Webb County	Carlos Blanco 3205 Market St. Laredo, Texas 78043 956-725-2777 cblancojr@stx.rr.com	Term Expires 12/08
Laredo/Webb County Bar Association	Alfonso H. Ornelas, Jr. 401 E. Hillside-Capitol Centre 2 nd Floor Laredo, Texas 78041 956-712-4445/725-4594 boyerthelawyer@stx.rr.com jecbrewster@gmail.com	Term Expires 12/07
Austin Interfaith	Ofelia Zapata 5506 Mesquite Grove Road Austin, Texas 78744 512-912-0285 ofeliazapata@yahoo.com	Term Expires 12/07
Travis County Bar Association	David Hilgers 111 Congress Avenue, Suite 1400 Austin, Texas 78701 512-703-5747/476-5139 dhilgers@mailbmc.com	Term Expires 12/07

Del Rio/Eagle Pass Clients' Council	Diana Abrego 310 E. Bowie St. Del Rio, Texas 78840 830-768-3178 egonzalez@tria.org cclacasa@delrio.com	Term Expires 12/08
Mexican-American Legal Defense & Education Fund	Joseph Connors, III P.O. Box 5838 McAllen, Texas 78502 956-687-8217/687-8230 connors@innocent.com	Term Expires 12/07
State Bar of Texas	Ronald B. Walker P.O. Box 108 210 E. Constitution Victoria, Texas 77901 361-576-6800/576-6196 rwalker@wkcfirm.com	Term Expires 12/07
State Bar of Texas	Cindy Polinard 100 E. Cano, 5th Floor Edinburg, TX 78539 956-318-2405/318-2403 cindy.polinard@courts.state.tx.us	Term Expires 12/07
State Bar of Texas	Richard E. Lara 600 E. Harrison St. Room 201 Brownsville, Texas 78520 956-548-2554/548-2711 rick.lara@usdoj.gov	Term Expires 12/07
Family Crisis Center of the Big Bend	Lovika De Koninck P.O. Box 179 Terlingua, TX 79852 432-371-2523/371-2523 lovika@msn.com	Term Expires 12/08
Guadalupe Economic Services Corp.	Dolores Flores P.O. Box 329 Earth, Texas 79031 806-257-2022	Term Expires 12/07

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Geoffrey S. Connor
Secretary of State

Office of the Secretary of State

**CERTIFICATE OF AMENDMENT
OF**

**Texas RioGrande Legal Aid, Inc.
27885601**

[formerly: TEXAS RURAL LEGAL AID, INC.]

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of amendment for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

Dated: 01/13/2004
Effective: 01/13/2004




Geoffrey S. Connor
Secretary of State

ARTICLES OF AMENDMENT OF
RESTATED ARTICLES OF INCORPORATION
TEXAS RURAL LEGAL AID, INC.

FILED
In the Office of the
Secretary of State of Texas

JAN 13 2004

Corporations Section

I, the undersigned natural person, of the age of eighteen (18) years or more, acting as an officer of a corporation under the Texas Non-Profit Corporation Act, Tex. Rev. Civ. Stat. Ann. Art. 1396 (Vernon 1997) (the "Act"), do hereby acknowledge that the following Articles of Amendment for such corporation were duly adopted at a regular meeting of the Board of Directors of Texas Rural Legal Aid, Inc. held on December 6, 2003 and received the unanimous vote of the directors present, there being no members. This amendment alters only Article One of the Restated Articles of Incorporation of Texas Rural Legal Aid, Inc., filed by the Office of the Secretary of State of Texas on July 5, 2002.

ARTICLE ONE

The name of the Corporation is Texas RioGrande Legal Aid, Inc.

IN WITNESS THEREOF, I have hereunto set out my hand this 12th day of January, 2004.

Texas Rural Legal Aid, Inc.

By: Cindy Polinard

Name: Cindy Polinard

Title: Chair, Board of Directors

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Gwyn Shea
Secretary of State

Office of the Secretary of State

**CERTIFICATE OF RESTATED ARTICLES
OF**

**TEXAS RURAL LEGAL AID, INC.
27885601**

The undersigned, as Secretary of State of Texas, hereby certifies that the Restated Articles for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Restated Articles.

Dated: 07/05/2002

Effective: 07/05/2002



A handwritten signature in cursive script that reads "Gwyn Shea".

Gwyn Shea
Secretary of State

FILED
In the Office of the
Secretary of State of Texas

JUL 05 2002

RESTATED

ARTICLES OF INCORPORATION OF Corporations Section

TEXAS RURAL LEGAL AID, INC.

I, the undersigned natural person, of the age of eighteen (18) years or more, acting as an officer of a corporation under the Texas Non-Profit Corporation Act, Tex. Rev. Civ. Stat Ann. art. 1396 (Vernon 1997) (the "Act"), do hereby acknowledge that the following Restated Articles of Incorporation for such corporation were duly adopted at a meeting of the Board of Directors held on June 8, 2002 and received the vote of a majority of the directors in office, there being no members. The Articles of Incorporation have been amended and restated in their entirety. All amendments have been effected in conformity with the Act. These Restated Articles accurately copy the Articles of Incorporation that are in effect to date and as further amended by this restatement and contain no other change in any provision thereof:

ARTICLE ONE

The name of the Corporation is Texas Rural Legal Aid, Inc.

ARTICLE TWO

The Corporation is a non-profit corporation.

ARTICLE THREE

The purposes for which the Corporation is organized and to be operated are exclusively charitable within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). In accomplishment of such purposes, the Corporation will:

- Provide legal services to those who are unable to pay the ordinary and customary fees of attorneys engaged in the private practice of law.
- Provide other and similar charitable and educational services for persons of limited financial means.
- Support and encourage improvements in the Administration of Justice.

The broadest discretion is vested in and conferred upon the Board of Directors for the accomplishment of these purposes, provided, however, that no contributions shall be made or distributed to or for any person, firm, corporation, or other entity that shall apply, directly or indirectly, such contributed funds for any purpose or purposes in violation of the Constitution and statutes of the United States of America or the state of Texas.

RESTATED
ARTICLES OF INCORPORATION OF
TEXAS RURAL LEGAL AID, INC.

I, the undersigned natural person, of the age of eighteen (18) years or more, acting as an officer of a corporation under the Texas Non-Profit Corporation Act, Tex. Rev. Civ. Stat. Ann. art. 1396 (Vernon 1997) (the "Act"), do hereby acknowledge that the following Restated Articles of Incorporation for such corporation were duly adopted at a meeting of the Board of Directors held on June 8, 2002 and received the vote of a majority of the directors in office, there being no members. The Articles of Incorporation have been amended and restated in their entirety. All amendments have been effected in conformity with the Act. These Restated Articles accurately copy the Articles of Incorporation that are in effect to date and as further amended by this restatement and contain no other change in any provision thereof:

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- Provide legal services to those who are unable to pay the ordinary and customary fees of attorneys engaged in the private practice of law.
- Provide other and similar charitable and educational services for persons of limited financial means.
- Support and encourage improvements in the Administration of Justice.

The broadest discretion is vested in and conferred upon the Board of Directors for the accomplishment of these purposes, provided, however, that no contributions shall be made or distributed to or for any person, firm, corporation, or other entity that shall apply, directly or indirectly, such contributed funds for any purpose or purposes in violation of the Constitution and statutes of the United States of America or the state of Texas.

ARTICLE FOUR

The Corporation will not have any Members.

ARTICLE FIVE

The street address of the Corporation's initial registered office is Weslaco, Texas, and the name of its initial registered agent at such address is David G. Hall.

ARTICLE SIX

The number of directors of the Corporation shall be fixed in accordance with the Corporation's Bylaws (the "Bylaws"), but shall never be less than seven (7). The number of directors currently constituting the Board of Directors is twenty-one (21) and the names and addresses of the directors are:

Name	Address
Diana Abrego	310 E. Bowie St. Del Rio, Texas 78840
Jeanne Chastain	719 Upper N. Broadway, Suite 201 Corpus Christi, Texas 78401
Joseph Connors, III	P. O. Box 5838 McAllen, Texas 78502
Lovika DeKoninck	P. O. Box 179 Terlingua, Texas 79852
M. Daisy Everhart	718 Myrtle El Paso, Texas 79901
Dolores Flores	P. O. Box 329 Earth, Texas 79031
Ramona Gonzalez	119 N. Stanton El Paso, Texas 79901
Victoria Guerra	605 E. Violet, Suite #2 McAllen, Texas 78504
John Alex Huddleston	112 E. Pecan #2700 San Antonio, Texas 78205
Lamont A. Jefferson	112 E. Pecan #1600 San Antonio, Texas 78205

Name	Address
Edna McDonald	717 E. Avenue G. Robstown, Texas 78380
Frances Medrano	Rt. 2 Box 1084 Weslaco, Texas 78596
Ben Neece	950 East Van Buren Brownsville, Texas 78520
Alfonso Ornelas	1303 Calle Del Norte, Suite 800 Laredo, Texas 78041
Viviana Patiño	701 N. St. Vrain Paso, Texas 79902
Cindy Polinard	100 E. Cano, 5th Floor Edingburg, Texas 78539
Victor Quintanilla	777 E. Harrison Brownsville, Texas 78520
Roger Reed	P. O. Box 9702 McAllen, Texas 78502-9702
Maria Luisa Romo	120 S. Urbahn Avenue Laredo, Texas 78043
Maria Salas	718 Myrtle El Paso, Texas 79901
Yolanda Shoffeitt	Box 3302 La Feria, Texas 78559

ARTICLE SEVEN

Notwithstanding any other provision of these Articles of Incorporation or the laws of the State of Texas, the Corporation shall not:

- (1) permit any part of the net earnings of the Corporation to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered to or for the Corporation affecting one or more of its purposes);
- (2) devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise; or

(3) participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office.

ARTICLE EIGHT

Upon the dissolution of the Corporation, after payment or provision for payment of the Corporation's liabilities has been made, the Corporation's remaining assets shall be distributed to a legal services organization chosen by the Board of Directors, provided that such organization is at the time of such distribution an organization described in Section 501(c)(3) of the Code, or any successor provision as determined by the Board of Directors. The amount of any distribution made under this Article Eight shall be determined by the Board of Directors.

ARTICLE NINE

A director of the Corporation shall not be liable to the Corporation for monetary damages for any act or omission in the director's capacity as a director to the fullest extent permitted by law, except that this Article Nine does not eliminate or limit the liability of a director for:

- (a) a breach of a director's duty of loyalty to the Corporation;
- (b) an act or omission not in good faith or that constitutes a breach of duty of the director to the Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law;
- (c) a transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or;
- (d) an act or omission for which the liability of a director is expressly provided by an applicable statute.

If the Texas Miscellaneous Corporation Laws Act or the Act is amended to authorize action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by such statutes, as so amended. Any repeal or amendment of such statutes or of the foregoing paragraph shall not, to the extent allowable by law, adversely affect any right of protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE TEN

The Corporation shall indemnify (which indemnification shall include, without limitation, advancing reasonable expenses) any person who is or was a Director or officer of the Corporation and may indemnify (which indemnification may include without limitation, advancing reasonable expenses) any person who is or was an employee, or agent of the Corporation (or any person who is or was serving at the request of the Corporation as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise) to the fullest extent required or permitted by applicable law. In addition, the Corporation shall have the power to indemnify (which indemnification shall include, without

hereunder with respect to any act or failure to act occurring on or prior to the date of any such amendment.

ARTICLE ELEVEN

With respect to any action (i) which is required by the Act to be taken at a meeting of the Board of Directors or (ii) which may be taken at a meeting of the board of directors or any committee established by the board of directors, such action may be taken without any such meeting if a written consent setting forth the action to be taken, is signed by a sufficient number of members of the board of directors or committee thereof as would be necessary to take the action at a meeting at which all, and not just a quorum, of the members of the board of directors or members of the committee were present and voted.

ARTICLE TWELVE

These Articles of Incorporation may be amended by a majority vote of the Board of Directors in office or solicitation of written consent, provided that the notice for any special meeting of the board of directors at/by which amendments to these Articles of Incorporation will be considered includes a description of the amendments to be considered.

IN WITNESS THEREOF, I have hereunto set out my hand this 8 day of June, 2002.

Texas Rural Legal Aid, Inc.

By:  _____

Name: Viviana Patino
Title: Chair, Board of Directors

EXHIBIT A

Table 1: Board of Directors

Appointing Organization	Lawyers	Clients	Others	Total
Bexar County client organization 1.		1		1
San Antonio Bar Association 1. John Alex Huddleston 112 E. Pecan #2700 San Antonio, Texas 78205 210-229-3013 2. Lamont A. Jefferson 112 E. Pecan #1600 San Antonio, Texas 78205 210-978-7459	2			2
Cameron County client organization 1. Yolanda Shoffeitt Box 3302 La Feria, Texas 78559		1		1
Cameron County Bar Association 1. Ben Neece 950 East Van Buren Brownsville, Texas 78520 956-544-4321 2. Victor Quintanilla 777 E. Harrison Brownsville, Texas 78520 956-541-3820	2			2
El Paso County client organization 1. Ramona Gonzalez 119 N. Stanton El Paso, Texas 79901		1		1
El Paso County Bar Association 1. M. Daisy Everhart 718 Myrtle El Paso, Texas 79901 2. Maria Salas	2			2
Hidalgo County client organization 1. Frances Medrano Rt. 2 Box 1084 Weslaco, Texas 78596 956-447-9491		1		1

<p>Hidalgo County Bar Association</p> <p>1. Victoria Guerra 605 E. Violet, Suite #2 McAllen, Texas 78504 956-618-2609</p> <p>2. Roger Reed P.O. Box 9702 McAllen, Texas 78502-9702 956-631-5444</p>	2			2
<p>Nueces County client organization, or client organization from Coastal Bend region</p> <p>1. Edna McDonald Edna McDonald 717 E. Avenue G. Robstown, Texas 78380 361-387-6396</p>		1		1
<p>Corpus Christi Bar Association</p> <p>1. Jeanne Chastain 719 Upper N. Broadway, Suite 201 Corpus Christi, Texas 78401 361-881-9800</p>	1			1
<p>Webb County client organization</p> <p>1. Maria Luisa Romo 120 S. Urbahn Avenue Laredo, Texas 78043 956-726-2424</p>		1		1
<p>Laredo/Webb County Bar Association</p> <p>1. Alfonso Ornelas 1303 Calle Del Norte, Suite 800 Laredo, Texas 78041 956-712-4445</p>	1			1
<p>Travis County client organization, or client organization from Central Texas region</p> <p>[Vacant]</p>		1		1
<p>Travis County Bar Association</p> <p>[Vacant]</p>	1			1
<p>Del Rio/Eagle Pass Region Client Organization</p> <p>1. Diana Abrego 310 E. Bowie St. Del Rio, Texas 78840 830-768-3178</p>		1		1

State Bar of Texas, Mexican-American Legal Defense & Educational Fund, or other state-wide special purpose bar associations (at large appointments) 1. Joseph Connors, III P.O. Box 5838 McAllen, Texas 78502 956-687-8217 2. Viviana Patiño [President] 701 N. St. Vrain Paso, Texas 79902 915-532-7295 3. Cindy Polinard [Vice-President] 100 E. Cano, 5th Floor Edinburg, TX 78539 95956-318-2405 4. [Vacant: Central Texas Attorney, SBOT]	4			4
Women Shelters, by Texas Council on Family Violence or other state-wide organization serving victims of domestic violence 1. Lovika DeKoninck P.O. Box 179 Terlingua, TX 79852 915-371-2523	EI		1	1
United Farm Workers of America, or other farm worker organization 1. Dolores Flores P.O. Box 329 Earth, Texas 79031 806-257-2022		1		1
Total	15	9	1	25

Officers:

President: Viviana Patino

Vice-President: Cindy Polinard

Treasurer: Ben Neece

Secretary: Emma Villarreal (ex officio: 300 S. Texas Blvd., Weslaco, TX 78596 956-968-6574)

<p>State Bar of Texas, Mexican-American Legal Defense & Educational Fund, or other state-wide special purpose bar associations (at large appointments)</p> <p>1. Joseph Connors, III P.O. Box 5838 McAllen, Texas 78502 956-687-8217</p> <p>2. Viviana Patiño [President] 701 N. St. Vrain Paso, Texas 79902 915-532-7295</p> <p>3. Cindy Polinard [Vice-President] 100 E. Cano, 5th Floor Edinburg, TX 78539 95956-318-2405</p> <p>4. [Vacant: Central Texas Attorney, SBOT]</p>	4			4
<p>Women Shelters, by Texas Council on Family Violence or other state-wide organization serving victims of domestic violence</p> <p>1. Lovika DeKoninck P.O. Box 179 Terlingua, TX 79852 915-371-2523</p>	EI		1	1
<p>United Farm Workers of America, or other farm worker organization</p> <p>1. Dolores Flores P.O. Box 329 Earth, Texas 79031 806-257-2022</p>		1		1
Total	15	9	1	25

Officers:

President: Viviana Patino

Vice-President: Cindy Polinard

Treasurer: Ben Neece

Secretary: Emma Villarreal (ex officio: 300 S. Texas Blvd., Weslaco, TX 78596 956-968-6574)

Current income guidelines are as follows:

Household Size	Income¹	200% of Federal Poverty Guidelines
1	\$11,963	\$19,140
2	16,038	25,660
3	20,113	32,180
4	24,188	38,700
5	28,263	45,220
6	32,338	51,740

For households with more than six members, \$4,075 for each additional household member is added to the income guidelines. Add \$6,520 for those falling under the 200% of guidelines category.

¹ As republished in the August 8, 2005 *Federal Register*, these figures represent 125% of federal poverty guidelines

**ARTICLES OF AMENDMENT OF
THE BY-LAWS OF
TEXAS RIOGRANDE LEGAL AID, INC.**

I, the undersigned natural person, of the age of eighteen (18) years or more, acting as an officer of a corporation under the Texas Non-Profit Corporation Act, Tex. Rev. Civ. Stat. Ann. Art. 1396 (Vernon 1997) (the "Act"), do hereby acknowledge that the following Articles of Amendment for the By-Laws of such corporation were duly adopted at a meeting of the Board of Directors held on February 12, 2007 and received the vote of a two-thirds majority of the directors in office, there being no members.

ARTICLE III

Government

Section 2. Composition. The Board of Directors shall consist of between twenty-one and twenty-five members who shall be selected in accordance with the Legal Services Corporation Act, the regulations promulgated thereunder, and the rules and regulations established by the Board. Board composition shall reflect the constituencies served by Texas RioGrande Legal Aid, Inc., including appropriate representation by geographical area and significant specially-funded target populations.

(i) **Removal of Directors.** A Board member may be removed for the following reasons:

- (i) unexcused failure to attend two successive meetings of the Board, provided that voting by mail ballot shall not be considered as attendance at a meeting;
- (ii) failure to discharge or comply with the member's fiduciary responsibilities to the Corporation; or
- (iii) violating any of TRLA's Policy Guidelines for Appropriate Conduct of Board Members.

will include the question of whether such *Director* should be removed. The Secretary shall also notify any Director in writing, at least seven (7) days in advance of the meeting, that the agenda for the next meeting of the board will include the question of whether such Director should be removed for alleged violations of such Director's fiduciary responsibilities to the Corporation or TRLA's policy guidelines for appropriate conduct of board members.

ADDENDUM TO BYLAWS

TRLA'S POLICY GUIDELINES FOR APPROPRIATE CONDUCT OF BOARD MEMBERS

Board members of TRLA are expected to accept certain responsibilities, to adhere to acceptable standards of personal conduct while engaged in TRLA Board business, and to exhibit a high degree of professionalism and ethics at all times.

Types of behavior and conduct that TRLA considers inappropriate for its board members include, but are not limited to, the following:

1. Falsifying TRLA records.
2. Violating TRLA's nondiscrimination and/or sexual harassment policy while engaged in TRLA business.
3. Soliciting or accepting gifts or gratuities from TRLA clients in excess of minimal value.
4. Establishing a pattern of excessive absenteeism or tardiness to TRLA board meetings or other required functions.
5. Engaging in excessive, unnecessary, or unauthorized use of TRLA's supplies, particularly for personal purposes.
6. Reporting to any TRLA board meeting intoxicated or under the influence of illegal drugs.
7. Illegally manufacturing, possessing, using, selling, distributing, or transporting illegal drugs.
8. Using alcoholic beverages while engaged in TRLA business except where authorized.

**BYLAWS OF
TEXAS RIOGRANDE LEGAL AID, INC.**

ARTICLE I

Name and Purpose

The name of this non-profit Corporation shall be Texas RioGrande Legal Aid, Inc. (the "Corporation"), the principal office shall be located at a place designated by the Board of Directors, and the purposes shall be those as set forth in its charter.

ARTICLE II

Members

Texas RioGrande Legal Aid, Inc., will have no members.

ARTICLE III

Government

Section 1. Board of Directors. The affairs of the corporation shall be managed and governed by a Board of Directors, constituted as hereinafter provided, which shall have the power to adopt such rules and regulations, and to establish such policies as they may deem necessary for the operation of the corporation.

Section 2. Composition. The Board of Directors shall consist of between twenty-one and twenty-five members who shall be selected in accordance with the Legal Services Corporation Act, the regulations promulgated thereunder, and the rules and regulations established by the Board. Board composition shall reflect the constituencies served by Texas RioGrande Legal Aid, Inc., including appropriate representation by geographical area and significant specially-funded target populations.

(a) **Designation.** Board composition ordinarily shall be determined at the annual meeting of the Board of Directors held during the fourth quarter of each calendar year. At such annual meeting the Board of Directors shall designate the organizations from which Board members are to be selected. The Executive Committee, or upon its failure to act, the President, shall provide written notice to all Board members at least ten (10) days prior to such annual meeting of a proposed plan for Board composition for the following year. Each designated organization shall notify the Board of its nominee within one-hundred and eighty (180) days of such designation and such nominee's appointment shall be confirmed by the Board promptly thereafter. Board composition shall not be altered or amended in such a manner as to limit the term of office of any Board member whose two-year term has not or will not expire as of the date of the annual meeting.

(b) **Representatives of the Poor.** Nine representatives of the poor shall be elected in a democratic fashion by organizations composed of eligible clients or organizations representing the interest of eligible clients. The initial allocation of representatives of the poor among the regions served by the Corporation shall be in accordance with the plan indicated by the table attached to these by-laws as Exhibit A. Each representative of the poor must be eligible for legal services from Texas RioGrande Legal Aid, Inc., under existing policies as of the date of his or her election.

(c) **Representatives of the Bar.** Fifteen representatives of the bar associations shall be selected according to procedures adopted by each such bar association. The initial allocation of representatives of bar associations among the regions served by the Corporation shall be in accordance with the plan indicated by the table attached to these by-laws as Exhibit A.

(d) **At-Large Representative.** One at-large representative may be elected to the Board in a democratic fashion by an organization designated for such purpose by the Board of Directors at its annual meeting. The organization electing such an at-large representative shall be one that provides services to, or is composed primarily of, eligible clients. It shall not be a requirement that the at-large representative be an eligible client or an attorney.

(e) **Vacancy in Office.** In case a vacancy in office occurs as to any member of the Board, the vacancy shall be filled by selection of a new member from the organization or group selecting the original member, and such new member shall be selected in accordance with the policies and procedures then in effect in such organization or group for the selection of Board members.

(f) **Certification.** An organization, group, or constituency authorized to elect or nominate representatives to the Board of Directors shall be notified of their right to elect or nominate representatives to the Board of Directors within ten (10) days after the annual meeting by the Board Secretary. Such organization, group, or constituency shall select a Board member before the next regularly scheduled Board of Directors meeting. If an organization, group or constituency has not selected a member by the next regularly scheduled meeting, then the Board of Directors may select another organization, group or constituency to select a new Board member.

(g) **Confirmation of Designees.** A duly authorized officer or agent of the designating organization shall submit to the President of the corporation a written notice of the designation of that organization's representative on the Board of Directors, which notice shall contain a brief biographical description of each designee touching upon his or her eligibility for Board membership under the Legal Services Corporation Act and regulations. At its next regular

or special meeting after receipt of such written designation, the Board of Directors shall determine whether the proposed representative meets the statutory and regulatory criteria or standards for membership and shall confirm or deny such representative for Board membership. If the designated representative is denied confirmation, the President shall state in writing the reasons for such denial to the officer or agent of the designating organization and shall request the organization to select another representative.

(h) **Term of Office.** All members of the Board of Directors shall serve two (2) year terms with twelve (12) members being selected in even-numbered years and thirteen (13) members being selected in odd-numbered years. The term of office for each director shall begin on the date of confirmation by the Board (as set forth in Subsection 2(a) hereof) and shall expire at the annual meeting held two (2) years after the annual meeting at which the director was nominated by his or her respective organization, except that any member whose successor in office has not been certified prior to the expiration of that member's term shall continue in office until a successor is certified.

(i) **Removal of Directors.** A Board member may be removed for the following reasons:

- (i) unexcused failure to attend two successive meetings of the Board, provided that voting by mail ballot shall not be considered as attendance at a meeting;
- (ii) failure to discharge or comply with the member's fiduciary responsibilities to the Corporation; or
- (iii) violating any of TRLA's Policy Guidelines for Appropriate Conduct of Board Members.

When a Director shall fail to appear at two (2) consecutive regular meetings of the board, the Secretary shall notify him in writing that the agenda for the next meeting of the board will include the question of whether such Director should be removed. The Secretary shall also

notify any Director in writing, at least seven (7) days in advance of the meeting, that the agenda for the next meeting of the board will include the question of whether such Director should be removed for alleged violations of such Director's fiduciary responsibilities to the Corporation or TRLA's policy guidelines for appropriate conduct of board members.

Section 3. Meetings. The Board of Directors shall meet at such times and places as it may direct, but regular meetings shall be held at least quarterly. The Board shall hold regular quarterly meetings on a date set by the Executive Committee, with a minimum of ten (10) days' written notice to each member. The regular meeting held in the fourth quarter of each year shall be designated the annual meeting of the Board of Directors. Special meetings may be called by the President of the Board of Directors, or by any five (5) members of the Board of Directors, by giving ten (10) days' notice in writing, by certified mail with return receipt requested, or by any verifiable electronic means, to each member of the Board. The purpose or purposes of any special meeting will be stated in the notice of such meeting.

The minutes which report the election of Directors shall give the address, telephone number, email address and fax number of each Director, and written notice of meeting as required above shall be given by mailing or emailing such notice to the address thus reflected in the minutes, unless the Board member concerned has substituted a later address.

Section 4. Quorum. A quorum at any regular meeting of the Board of Directors shall be one-third (1/3) of the members seated (but in no case less than seven (7) directors). A quorum at a special meeting of the Board of Directors shall be fifteen (15) members of the Board of Directors. Directors present by proxy or voting by mail-in ballot shall not count towards the presence of a quorum. In the absence of a quorum at any regular or special meeting, the matters submitted for consideration to the Board shall be delivered to all members, whether present or

absent, for determination by mail ballot in accordance with the procedures set forth in Subsection 8(c) below. Any Board member who fails to return a ballot within the time specified shall be deemed to have abstained from voting. A quorum shall not be necessary to pass a resolution authorizing this procedure except with respect to amendments to the Articles of Incorporation or By-Laws.

Section 5. Meetings Conducted by Telephone Conference. The Board of Directors or any committee thereof may conduct meetings by telephone, video, internet or similar communications equipment by which all persons participating in the meeting can hear each other. Participation in a meeting by means of conference telephone or similar equipment shall constitute presence in person at such a meeting for all purposes, including being counted toward the presence of a quorum.

Section 6. Action Without a Meeting by Written Consent. Any action required by law to be taken at a meeting of the Board of Directors or any committee thereof, or any action which may be taken at a meeting of the Board of Directors or any committee thereof, may be taken without a meeting, if a consent in writing, setting forth the action to be so taken, shall be signed, prior to the taking of such action, by the number of Directors necessary to take such action at a meeting at which all the Directors were present. A written consent signed by less than the requisite number of Directors is not effective to take the action that is the subject of the consent unless, within sixty (60) days after the date of the earliest dated consent, a consent or consents signed by the required number of Directors is delivered to the corporation. For purposes of this article, transmission by a Director of a facsimile, photocopy or similar reproduction of a writing signed by a Director, or transmission of e-mail, if allowed by law, shall be regarded as the Director having signed the original document.

Section 7. Waiver of Notice of Meetings. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such a meeting, ~~except where a Director attends a meeting for the express purpose of objecting, at the~~ outset of the meeting, to the transaction of business because the meeting is not lawfully called or convened.

Section 8. Voting.

(a) All matters coming before the Board of Directors shall be decided by a majority vote of those members of the Board voting, except where the vote of a greater number is required by law or by these By-Laws. A vote of a majority of the members of the Board of Directors shall be required to amend the Articles of Incorporation of the corporation. A vote of two-thirds (2/3rds) of the members of the Board of Directors shall be required to amend these By-Laws.

(b) The Articles of Incorporation and the By-Laws shall not be amended except upon ten (10) days' written notice of the proposed amendments to all Directors, which notice shall include the existing provision, if any, and the proposed amendment.

(c) The Board of Directors, by special resolution, may authorize the Secretary to mail ballots describing amendments to these By-Laws or the Articles of Incorporation, including any report submitted by any Board member, by United States mail, certified mail, return receipt requested. Each member of the Board of Directors shall then cast his ballot within fifteen (15) days of the terminal date authorized for such mailing by the special resolution of the Board of Directors. After fifteen (15) days, the Executive Committee shall count and certify the results of said election to the President, who shall accordingly enter said results of record.

Section 9. **Committees and Delegation of Authority.** The President, with the approval of the Board of Directors, shall appoint such committees from its membership, including an ~~executive committee, and the Board may delegate such authority as it shall deem proper to such~~ committees. The Executive Committee shall be composed of the Corporation's elected officers and two (2) regular Board members, with the exception of the Secretary who will not serve on such committee. The Board of Directors may authorize any officer or officers, agent or agents of Texas RioGrande Legal Aid, Inc., in addition to those so authorized by these By-Laws, to enter into any contract or execute or deliver any instrument in the name of or on behalf of Texas RioGrande Legal Aid, Inc.

ARTICLE IV

Officers

Section 1. **Titles.** Texas RioGrande Legal Aid, Inc., shall have the following officers, who shall be elected by the Board of Directors: a President, a Vice-President, a Secretary, and a Treasurer, all of whom, except the Secretary, shall be selected from the representatives of the Board of Directors. The Executive Director shall also be an officer of the corporation, but not a member of the Board or the Executive Committee.

Section 3. **President.** The President shall be a member of the Board of Directors, and shall call, and preside at, meetings of the Board. The President, or any other officer or agent of the corporation authorized by the Board, may sign with the Secretary, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors may have authorized to be executed.

Section 4. **Vice-President.** The Vice-President shall be a member of the Board of Directors, and shall act in the absence or disability of the President, and, when so acting, shall have the power of and be subject to all restrictions imposed upon the President.

Section 5. **Secretary.** The Secretary, individually or through the agency of the Executive Director, shall issue the necessary notices of elections, shall keep minutes of all meetings, and shall have such other duties as these By-Laws direct.

Section 6. **Treasurer.** The Treasurer shall be selected from the Board of Directors. The Treasurer shall be the chairperson of the audit and finance committee and shall oversee the financial affairs of the corporation.

Section 7. **Executive Director.** The Executive Director is the chief executive officer of the Corporation and may also execute any deeds, mortgages, bonds, contracts or other documents or instruments on behalf of the Corporation. The Executive Director shall be an attorney licensed to practice before the Supreme Court of the State of Texas. The Executive Director shall be charged with implementing the policies and procedures established by the Board, shall be the full-time executive officer responsible for the operation of the corporation, and shall serve at the discretion of the Board of Directors.

Section 8. **Removal of Executive Director.** The Executive Director may only be removed at a regular or special meeting of the board of directors by a majority vote of the board of directors. The Executive Director may be removed with or without cause. The notice of the meeting must set forth that removal of the Executive Director will be considered and voted on at the meeting, and the cause, if any, for which the Executive Director is to be removed, or that (s)he is to be removed without cause. Any such meeting must be held in the city in which the Corporation maintains its principal office. Removal of the Executive Director shall be without prejudice to the contract rights, if any, of the Executive Director.

Section 9. **Removal of other Officers.** Any officer (other than the Executive Director) elected or appointed by the Board of Directors may be removed with or without cause by a

majority vote of the board of directors, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

~~Section 10. Term of Office. All officers of the corporation, except the Executive~~
Director, shall have a term of one year, expiring March 31 annually or until such time as successors are appointed. Any vacancy which may occur for any reason may be filled by the Board of Directors for the unexpired portion of the term.

Section 11. **Bonds.** The Board of Directors may require bonds as it shall deem necessary for employees and officers of the corporation.

ARTICLE V

Indemnification of Directors and Officers

Section 1. The Corporation shall indemnify (which indemnification shall include, without limitation, advancing reasonable expenses) any person who is or was a Director or officer of the Corporation and may indemnify (which indemnification may include without limitation, advancing reasonable expenses) any person who is or was an employee, or agent of the Corporation (or any person who is or was serving at the request of the Corporation as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise) to the fullest extent required or permitted by applicable law. In addition, the Corporation shall have the power to indemnify (which indemnification shall include, without limitation, advancing reasonable expenses) to the fullest extent permitted by law such other persons as the Board of Directors may determine from time to time. The Corporation shall have the power to purchase and maintain at its expense insurance on behalf of such persons to the fullest extent permitted by applicable law, whether or not the Corporation would have the power to indemnify such person under the foregoing provisions. Any amendment to this Article VI shall be prospective and shall not reduce or eliminate the right of any person to indemnification

hereunder with respect to any act or failure to act occurring on or prior to the date of any such amendment.

ARTICLE VI

Conduct of Texas RioGrande Legal Aid, Inc.

Section 1. **Audit.** A complete annual audit of the books and accounting records of the corporation shall be made by an independent certified public accounting firm recommended by the audit and finance committee of the Board of Directors.

Section 2. **Attorney-Client Relationship.** Nothing herein shall interfere with the attorney-client relationship existing between Texas RioGrande Legal Aid, Inc. attorneys and their clients. The Board shall establish broad policies governing the operation of the program, but shall not interfere with the delivery of legal services to any client of the corporation.

Section 3. **Practice of Law.** No attorney employed by Texas RioGrande Legal Aid, Inc. shall engage in any private practice of law during his or her employment by Texas RioGrande Legal Aid, Inc. except as provided for by the Legal Services Corporation Act.

Section 4. **Records.** The Executive Director shall maintain complete case and administrative records including financial records as required by the Board and the Treasurer, at the main office of the Corporation. Records of cases handled shall conform to forms and requirements established by the Legal Services Corporation and the Board of Directors.

Section 5. **Clients.** Staff members shall take reasonable steps as required by the Board to determine whether applicants are qualified to receive legal assistance from Texas RioGrande Legal Aid, Inc., Guidelines for eligibility for this program shall be established, supplemented or modified from time to time by the Board of Directors. Standards will be administered flexibly, taking into account the debts and assets of the individual or family, and Texas RioGrande Legal

Aid, Inc. shall strive in all cases to insure that needy persons receive the help that they may be unable to find elsewhere.

~~Section 6. Withdrawal. Texas RioGrande Legal Aid, Inc. may withdraw from~~
representation of a client under circumstances which, in the ordinary practice of law and under the Code of Professional Responsibility, would permit withdrawal.

APPROVED by a vote of the Board of Directors of Texas RioGrande Legal Aid, Inc. on the 26th day of September, 1970; amended on November 19, 1973; June 24, 1975; January 23, 1978; December 16, 1980; April 29, 1983, June 28, 1985; June 28, 1991; November 23, 2001; June 8, 2002, December 6, 2003, and on the 12th day of February, 2007.

ATTEST:



Victoria Guerra, President

TEXAS RIOGRANDE LEGAL AID, INC.
Board of Directors

ADDENDUM TO BYLAWS
TRLA'S POLICY GUIDELINES FOR APPROPRIATE CONDUCT OF BOARD MEMBERS

Board members of TRLA are expected to accept certain responsibilities, to adhere to acceptable standards of personal conduct while engaged in TRLA Board business, and to exhibit a high degree of professionalism and ethics at all times.

Types of behavior and conduct that TRLA considers inappropriate for its board members include, but are not limited to, the following:

1. Falsifying TRLA records.
2. Violating TRLA's nondiscrimination and/or sexual harassment policy while engaged in TRLA business.
3. Soliciting or accepting gifts or gratuities from TRLA clients in excess of minimal value.
4. Establishing a pattern of excessive absenteeism or tardiness to TRLA board meetings or other required functions.
5. Engaging in excessive, unnecessary, or unauthorized use of TRLA's supplies, particularly for personal purposes.
6. Reporting to any TRLA board meeting intoxicated or under the influence of illegal drugs.
7. Illegally manufacturing, possessing, using, selling, distributing, or transporting illegal drugs.
8. Using alcoholic beverages while engaged in TRLA business except where authorized.
9. Fighting or using obscene, abusive, or threatening language or gestures while engaged in TRLA business.
10. Stealing property from TRLA, TRLA employees, TRLA board members or clients of TRLA.
11. Having unauthorized firearms on TRLA premises or while on TRLA business.
12. Disregarding safety or security regulations while engaged in TRLA business.
13. Engaging in disrespectful or disruptive behavior while engaged in TRLA business.
14. Failing to maintain confidentiality of TRLA or TRLA's clients' information.
15. Violating any rules regarding conflicts of interest as set out in Article X, Section 9, Subsection I of the State Bar Rules.

RESUME OF

DAVID G. HALL
Executive Director
Texas RioGrande Legal Aid, Inc.
300 South Texas Boulevard
Weslaco, Texas 78596
Telephone (956) 968-6574
email: dhall@trla.org

Education

University of Texas School of Law
J.D. - 1969

University of Texas at Austin
B.A., Government - 1964

Employment

Texas RioGrande Legal Aid, Inc.
Executive Director
April 1975 - present

American Civil Liberties Union Foundation
Director, South Texas Project
December 1972 - April 1975

United Farm Workers Organizing Committee, AFL-CIO
National Farm Workers Service Center, Inc.
Staff Attorney
November 1968 - December 1972

Peace Corps Volunteer
Community Development - Venezuela
February 1966 - June 1968

Bar Admissions

Supreme Court of Texas
September 1969

United States Supreme Court
January 1975

United States Court of Appeals
Fifth Circuit
October 1981

United States District Court
Southern District of Texas
November 1970

United States District Court
Western District of Texas
September 1979

Professional Associations & Organization Affiliations:

Hidalgo County Bar Association
Edinburg, Texas

State Bar of Texas
Committee on Legal Services to the Poor in Criminal Matters
1994 - present
Committee on the Delivery of Legal Services to the Poor in Civil Matters
1983 - 1987

Migrant Legal Action Program
Washington, D.C.
Board of Directors, 1973 - 1988
President, 1975 - 1988

American Bar Association
Chicago, Illinois

Texas Trial Lawyers Association
Austin, Texas

American Civil Liberties Union
New York City, New York

Special Recognition and Awards

Legal Legend: A Century of Texas Law and Lawyering. *Texas Lawyer* magazine's recognition as one of 100 Texas lawyers who shaped the state's legal history in the 20th century, June 2000

United Farm Workers of America, AFL-CIO, 1996. Recognition award presented by President Cesar Chavez for outstanding service to farm workers

Mexican American Legal Defense and Educational Fund, 1994. Award to an individual who has made a significant contribution to the Mexican-American community in Texas

John Minor Wisdom Public Service and Professionalism Award, American Bar Association, Section on Litigation, 1993

State Bar of Texas Legal Services Award, 1978

JOSE GARZA
Texas RioGrande Legal Aid, Inc.
316 S. Closner
Edinburg, Texas 78539
956/383-5673
FAX: 956/383-4688

EDUCATION

St. Mary's University, School of Law, 1975-1978
J.D., 1978

University of Texas at San Antonio, 1973-1975
M.A. Education, 1975

Texas A & I University, 1971-1973
B.S. Education, 1973

Del Mar College, 1969-1971

WORK EXPERIENCE

Texas RioGrande Legal Aid, Inc.
Litigation Director
April 1, 1998 - Present

Law Office of Jose Garza
April 4, 1997 - April 1, 1998

Texas Rural Legal Aid, Inc.
Litigation Coordinator
November 1990 - July 1992
July 1992 - January 1996 (part-time)
April 1, 1997 - April 1, 1998 (part-time)
Branch Manager, Laredo, Texas, Farmworker Division
June 1978 - September 1979

Mexican American Legal Defense & Educational Fund, Inc.
Acting Vice-President for Legal Programs
January 1989 - May 1989
Director, Political Access Project
July 1986 - November 1990
Regional Counsel and Director, Political Access Project
September 1982 - December 1985
Staff Attorney September 1979 - September 1982

September 1979 - September 1982

University of Texas, School of Law

Adjunct Professor, Voting Rights Seminar

Fall 1988, Fall 1989, Fall 1990, Fall 1992, Fall 1993, Fall 1994

St Mary's University, School of Law

Adjunct Professor, Voting Rights Seminar

Spring 1990, Fall 1992, Spring 1995

Texas Attorney General

Special Assistant

January 1986 - July 1996

LITIGATION EXPERIENCE

Practice primarily before the United States District Courts and United States Courts of Appeal. Experience includes trial preparation, (pleadings, discovery, witness and exhibit development), trial presentation and appellate advocacy. Supervise and monitor on-going litigation in various TRLA general program offices.

ADMINISTRATIVE EXPERIENCE

Review and approve litigation requests. Develop and participate with in-house training for TRLA staff. Evaluate and assist with development of TRLA staff. Assist with the recruitment of staff.

OTHER WORK EXPERIENCE

San Antonio Independent School District

Math Teacher,

Whittier Junior High School

1974 - 1975

Southside Independent School District

Bilingual Kindergarten Teacher,

Buena Vista Elementary School

1973-1974

PROFESSIONAL ASSOCIATIONS

Admitted, State Bar of Texas (November 1978)

Member, State Bar of Texas, Section on Hispanic Issues.

Admitted, United States District Courts for the Western, Southern, and Northern Districts of Texas, for the District of Colorado and the Northern District of California.

Admitted, United States Court of Appeals for the Fifth Circuit, D.C. Circuit and Tenth Circuit.

Admitted, United States Supreme Court.

Member, Hidalgo County Bar Association (1998)

JOSEPH A. CORDOVA

1766 Champion Circle · Eagle Pass, Texas 78852 · (830)757-8307 (home); (830) 513-0605 (cell)
902 E. 11th Street · Del Rio, Texas 78840 · (830) 774-9601

EMPLOYMENT

CHIEF PUBLIC DEFENDER
Texas RioGrande Legal Aid
Regional Public Defender Office

YEARS EMPLOYED (MAY 2006 - PRESENT)
Del Rio, Texas

I am currently responsible for supervising a staff of two attorneys, two investigators and a secretary as well as maintaining a full caseload of varying degrees of felony and misdemeanor cases. (When the office is fully staffed I will be responsible for supervising four attorneys, two investigators and a secretary.) Additionally, I consult with panel attorneys concerning criminal defense and mental health issues in criminal defense practice. I also bring together speakers for CLE in the areas of Mental Health, Appeals and general criminal defense issues. I am responsible for mentoring and assigning cases to the assistant public defenders. I am also responsible for maintaining a strong working relationship between clients, court staff, County and District Attorneys, and personnel at jails and detention centers in Val Verde, Edwards, Terrell and Kinney Counties.

ASSISTANT FEDERAL PUBLIC DEFENDER
Federal Public Defender's Office
Western District of Texas

YEARS EMPLOYED (2000 – MAY 2006)
Del Rio, Texas

ASSISTANT FEDERAL PUBLIC DEFENDER
Federal Public Defender's Office
Southern District of Texas

YEARS EMPLOYED (1998 - 2000)
Laredo, Texas

My practice involved court appointed representation of indigent defendants charged with federal criminal offenses in the Southern and Western Districts of Texas. I was lead counsel in several thousand cases between 1998 and 2006, and co-counsel in many others as well. My work required that I be skilled in handling federal, state, immigration and international law issues, and that I be fluent in English and Spanish. I handled all aspects of trial litigation, but did not handle appeals.

ATTORNEY AT LAW
Law Office of Joseph A. Cordova

YEARS EMPLOYED (1992 - 1998)
Oklahoma City, OK & San Antonio, Texas

My practice involved representing retained and indigent clients by appointment of the courts, in the areas of Criminal Defense (Federal and State). My practice also involved Personal Injury and Family Law cases.

EDUCATION

JURIS DOCTOR
Oklahoma City University School of Law

YEARS ATTENDED (1989 - 1992)
Oklahoma City, Oklahoma

B.A., PUBLIC JUSTICE
St. Mary's University

YEARS ATTENDED (1987 - 1989)
San Antonio, Texas

ACTIVITIES & LICENSES

- Admitted in the following Bar Associations:
 - State of Texas, November 1993
 - State of Oklahoma, September 1992 - December 1994
 - Western District of Oklahoma, September 1992
 - Western District of Texas, March 1993
 - Southern District of Texas, July 1998
 - 5th Circuit Court of Appeals, April 1999
 - Federal Bar Association, Del Rio, Texas 2005 - Present
 - Texas Criminal Defense Lawyers Association - Member since 2006.
- Trial Practice Institute - National Criminal Defense College at Macon, Georgia - 1999.
- Lecturer on Immigration Consequences of Criminal Convictions - 2004.

SKILLS

- Fluent in the Spanish language
- Computer Literate.

JEROME WESEVICH

1331 Texas Avenue • El Paso, Texas 79901 • jwesevich@trla.org • (915) 585-5100

EXPERIENCE

LITIGATION COORDINATOR

Texas RioGrande Legal Aid

Manage federal and state litigation for people who meet federal poverty guidelines. Cases focus on employment issues faced by migrant farm workers and other low-wage workers, and civil rights of persons accused of crime. Recently concluded major litigation against FEMA resulting in improved procedures for determining long-term housing eligibility, and against the U.S. Department of Labor resulting in improved training options for NAFTA-dislocated workers who are limited in English proficiency. Helped craft Texas's Fair Defense Act of 2001; now assist in implementation and enforcement of this key civil rights law. Current efforts include improving farmworker housing and preventing improper uses of criminal records.

1993–1997 AND 2001–PRESENT

El Paso, Austin, and Weslaco, Texas

STAFF COUNSEL

United States Senate Health, Education, Labor and Pensions Committee

While Senator Kennedy chaired the committee, covered tax, budget, energy, legal liability, early childhood development, hunger, welfare reform, HIV, and juvenile justice issues. Major efforts on the 2001 Tax Reform Reconciliation Act, the Patients' Bill of Rights (passed the Senate in July 2001), responses to February 2000 price spikes in the heating oil market, food stamp improvement, early childhood development legislation, and three Labor-HHS appropriations bills.

1999–2001

Washington, D.C.

STAFF COUNSEL

National Prison Project of the American Civil Liberties Union

Conducted § 1983 litigation to improve medical care for HIV-positive prisoners in Alabama and Mississippi, and preventing unnecessary segregation. Helped draft a *certiorari* petition on whether a theoretical possibility of HIV-transmission may pose a "significant risk" of harm under the Rehabilitation Act. Published a case-law newsletter on the Prison Litigation Reform Act.

1998–1999

Washington, D.C.

ASSOCIATE GENERAL COUNSEL

International Brotherhood of Teamsters

Settled an unfair labor practice charge for 75 minimum-wage couriers. Collaborated with several unions in drafting a complaint under NAFTA's labor side agreement calling attention to health and safety issues in Mexican auto-parts plants—the first such complaint to result in ministerial consultations. Wrote administrative opinions on internal union discipline matters.

1997

Washington, D.C.

LAW CLERK TO THE HONORABLE THOMAS M. REAVLEY

United States Court of Appeals for the Fifth Circuit

Wrote memoranda synthesizing briefs and recommending dispositions in hundreds of cases. Researched and drafted 50 published decisions including: whether a law reinstating time-barred claims usurps judicial authority to enter final judgments; how abrogation of treaty responsibilities figures in judicial interpretation of statutory language; and whether federal law exempts Native Americans from state restrictions on peyote use. Drafted orders for annual district-court docket. Analyzed legislation affecting courts when Judge Reavley chaired the Judicial Conference Committee on Federal-State Jurisdiction. Coauthored publications: *Place-of-Injury as a Federal Solution to Choice of Law in Single-Accident Mass-Tort Cases*, 71 TEX. L. REV. 1 (1992); *"Daubert" and Evaluating Reliability in Scientific Testimony*, 33 PROD. SAFETY & LIAB. REP. 19 (BNA 1993).

1990–1993

Austin, Texas

EDUCATION

JURIS DOCTOR, *Cum Laude*, University of Texas School of Law

Austin, Texas, 1990

Texas Law Review, Outstanding Assoc. Editor, Order of the Coif, Am. Jur. Award for Constitutional Law, Criminal Defense Clinic, Teaching Assistant for Constitutional Law (P. Bobbit) and Professional Responsibility (A. Burton), Law Review Note on Extraterritorial Searches & Seizures by U.S. Officials, Seminar Paper for Admiral Bobby Ray Inman on Congressional Oversight of Intelligence Operations. Admitted to practice law in New Mexico, Texas, D.C., and a half-dozen federal courts.

BACHELOR OF SCIENCE IN ELECTRICAL AND COMPUTER ENGINEERING, *Cum Laude*, University of Texas

Austin, Texas, 1987

ECE Honor Society, IBM Scholarship, *Daily Texan* Columnist, U.S.-Latin Am. Relations Paper on the Boland Amendment.

PERSONAL

Wife Emilie is a New Mexico pediatrician, and our main joy is parenting our daughter and two sons.

Board Service: Equal Justice Center, Texas Criminal Justice Reform Coalition, and Annunciation House.

Moderately fluent in Spanish and computer languages; other interests include music, reading, running, skiing, and hiking.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/16/2006

PRODUCER (214)269-1560 FAX (214)691-1622
Allied Insurance Agency
8214 Westchester Drive
Suite 420
Dallas, TX 75225

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Texas RioGrande Legal Aid, Inc.
300 S. Texas Blvd.
Westlaco, TX 78596

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Valley Forge Insurance Company	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	2084629120	02/17/2006	02/17/2007	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC.				GENERAL AGGREGATE	\$ 2,000,000
A		AUTOMOBILE LIABILITY	2084629120	02/17/2006	02/17/2007	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		GARAGE LIABILITY	2048181139	02/17/2006	02/17/2007	EACH OCCURRENCE	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				AGGREGATE	\$ 1,000,000
		EXCESS/UMBRELLA LIABILITY					\$
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2090753027	08/01/2006	08/01/2007	WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
The City of Austin, Travis County, and Front Steps are listed as additional insureds and a waiver of subrogation is provided in favor of the City of Austin and Travis County in regards to General and Auto Liability and Workers Compensation. Location: 500 E. 7th Street, Austin, TX

CERTIFICATE HOLDER

City of Austin HHS
Valerie Simms
P.O. Box 1088
Austin, TX 78767

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/14/2006

PRODUCER (214)269-1560 FAX (214)691-1622
Allied Insurance Agency
8214 Westchester Drive
Suite 420
Dallas, TX 75225

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Texas RioGrande Legal Aid, Inc.
300 S. Texas Blvd.
Weslaco, TX 78596

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Valley Forge Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2084629120	02/17/2006	02/17/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2084629120	02/17/2006	02/17/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	2048181139	02/17/2006	02/17/2007	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	2090753027	08/01/2006	08/01/2007	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is named as additional insured and a waiver of subrogation is provided in favor of certificate holder for general liability and workers compensation.

CERTIFICATE HOLDER

Travis County
Health & Human Services & Veterans Service
314 W. 11th Street Room 400
Austin, TX 78701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Willacy County Indigent Defense Caseload & Expenditures, 10/1/05 - 9/30/06

Felony	Misd	Juvenile	Caseload	Felony Added	Misd Added	Juvenile Added	Total Added	Felony Appointed	Misd Appointed	Juvenile Appointed	Total Appointed
27	28	44	99	196	325	22	543	70	26	20	116
Actual % appointed								35.7%	8.0%	90.9%	21.4%
Expected at 90% rate								176	293	20	489
Expenditures 2006											
										Total	
Assigned								\$ 20,650	\$ 1,100	\$ 6,575	\$ 28,325
Contract								\$ 57,000	\$ 9,750		\$ 66,750
Total								\$ 77,650	\$ 10,850	\$ 6,575	\$ 95,075

Willacy County Indigent Defense Caseload & Expenditures, 10/1/04 - 9/30/05

164	24	39	227	266	457	46	769	148	21	27	196
Actual % appointed								55.6%	4.6%	58.7%	25.5%
Expected at 90% rate								239	411	41	692
Expenditures 2005											
										Total	
Assigned								\$ 11,800		\$ 10,325	\$ 22,125
Contract								\$ 57,000	\$ 9,000		\$ 66,000
Total								\$ 68,800	\$ 9,000	\$ 10,325	\$ 88,125

Willacy County Indigent Defense Caseload & Expenditures, 10/1/03 - 9/30/04

177	27	27	231	257	408	25	690				
Actual % appointed								0.0%	0.0%	0.0%	0.0%
Expected at 90% rate								231	367	23	621
Expenditures 2005											
										Total	
Assigned								\$ 52,223		\$ 16,320	\$ 68,543
Contract								\$ 57,000	\$ 9,000		\$ 66,000
Total								\$ 109,223	\$ 9,000	\$ 16,320	\$ 134,543

Del Rio News-Herald

Regional rural legal aid opens new office

By Jennifer Killin
Del Rio News-Herald

Published August 5, 2006

A new office in Del Rio brings a new breed of legal aid to indigent defendants.

Opened May 1, 2006, the Texas RioGrande Legal Aid, Inc. (TRLA) Regional Public Defender Office, the first in the state, held a grand opening ceremony Friday afternoon to announce its establishment in Val Verde County.

TRLA has been in the Del Rio community since 1977 and in 29 years of service has created resources for families of low income, according to TRLA board member Diana Abrego.

Abrego, one of several to speak at Friday's event, became involved with TRLA as a client about 22 years ago when her mother was stricken with cancer and Abrego required assistance through the legal process of becoming her younger sister's guardian.

The regional public defender's office was born out of necessity after unfunded mandates from the state required counties to pick up the tab for legal defense in criminal cases for indigent defendants.

Val Verde County Commissioner Precinct 1 Ramiro V. Ramón led the movement to get the regional office in the county.

Ramón told the crowd of about 100 attorneys, judges and community leaders that costs incurred by the county for legal defense jumped from \$140,000 to nearly \$450,000 in a span of approximately four years.

County officials quickly realized they would need outside monetary assistance and Ramón led the way into acquiring a \$1.1 million grant for legal defense.

Leading the office in Del Rio, located on East 11th Street, is Joseph A. Cordova, who once served as in the federal public defender's arena in Laredo.

Cordova said he took the position with the regional office because he feels it is one of great importance to the community.

Rep. Pete P. Gallego, who serves on the Texas Equal Access to Justice board, also attended Friday's opening.

Gallego said that the great thing about being an American is the right to freedoms not known in other countries.

“It’s also a fundamental right as an American that when you’re accused of something, you have the ability to defend yourself,” said Gallego.

Gallego also cautioned the public defender’s leadership warning them not to let their guard down.

“You have a good thing here and you need to nurture and build it,” said Gallego. “The legislation is a crisis management team and we lunge from one thing to another, don’t let of lose sight (of your project).”

Gallego pledged his full support and presented the office with a Texas flag flown at the capital building in Austin in recognition of the Regional Public Defender’s Office service to the community of Val Verde County.

Once the office reaches full capacity it will house five attorneys, two investigators and assist at least four surrounding counties.

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PUBLIC DEFENDER CONTRACT

Between

WILLACY COUNTY, TEXAS

And

TEXAS RIOGRANDE LEGAL AID, INC.

Effective August 1, 2007

PUBLIC DEFENDER CONTRACT

Willacy County, Texas ("the County") and Texas RioGrande Legal Aid, Inc. ("TRLA") hereby enter into this agreement under which TRLA agrees to perform legal services for persons accused of crimes in Willacy County.

1. Parties.

- 1.1. Willacy County, Texas is a political subdivision of the State of Texas and is authorized by the laws of the State to execute this agreement.
- 1.2. Texas RioGrande Legal Aid, Inc. is a non-profit corporation organized and operating under the laws of the State of Texas for the purpose of providing legal services to persons who are financially unable to pay for the services of attorneys engaged in the private practice of law. TRLA has full authority to provide the services required under the terms of this agreement.

2. Solicitation of Proposals and Award. Having previously been awarded a grant by the Texas Task Force on Indigent Defense ("TFID") to operate a public defender system, the County published on March 21, 2007 a Solicitation of Proposals for the operation of a defender office for Willacy County, a copy of which is attached hereto and incorporated herein by reference for all purposes as Exhibit A. On May 14, 2007, TRLA submitted a proposal for the operation of a Public Defender Program for Willacy County. A copy of that proposal, as revised by agreement of the parties on June 11, 2007, is attached hereto and incorporated herein by reference for all purposes as Exhibit B.

3. Services Provided. TRLA agrees to provide legal services to indigent residents of Willacy County as follows:

- 3.1. TRLA shall promptly interview all persons accused of crimes within the County, and make recommendations to the appropriate judicial officials regarding eligibility for, and assignment of, counsel for the defense;
- 3.2. When assigned under the terms of this agreement, TRLA shall provide representation in a maximum of 500 cases during the first twelve months after August 1, 2007, including felonies, misdemeanors, juvenile delinquency cases, and appeals, but exclusive of capital cases where the prosecution is seeking the death penalty;
 - 3.2.1. A "case" shall be considered as a single prosecution initiated by a charging instrument in a court of competent jurisdiction within any county covered by this agreement and having a discrete cause number;
 - 3.2.1.1. A revocation of probation or parole shall be considered as a separate "case" for purposes of this agreement.
 - 3.2.1.2. A juvenile delinquency "case" may include an assignment to represent a juvenile who is in detention but against whom no petition has been filed, provided that if a petition is subsequently filed no additional case credit shall be charged to this contract.

- 3.2.2. An "appeal" shall be considered to be any action in an appellate court, including interlocutory or direct appeals, habeas corpus actions, mandamus or other extraordinary writs;
- 3.2.2.1. each appeal shall be considered a separate "case" for purposes of this agreement.
- 3.2.2.2. any action involving the same defendant under a different cause number shall be considered a separate appeal for purposes of this agreement.
- 3.2.3. A "misdemeanor" under the terms of this agreement shall not include Class C misdemeanors as defined by the Texas Code of Criminal Procedure, or any case that does not provide for the loss of liberty as a potential sanction.
- 3.3. After assignment, TRLA shall provide representation and other legal services to its clients in all pre-trial, trial, and post-trial matters until such time as a final disposition in the case is entered, TRLA withdraws from representation in accordance with the provisions of Tex. R. Prof. Conduct § 1.15, the client retains private counsel, or the client becomes ineligible for representation under this contract.
- 3.4. TRLA will hire or employ all personnel necessary to perform the services that this contract requires, and shall maintain an appropriate and reasonable number of attorneys and support staff to perform its contract obligations. TRLA will use due diligence to hire, assign, associate and train attorneys who are qualified to provide competent and effective services to the clients served hereunder, and who provide a quality of representation that is acceptable to the judges of Willacy County who try criminal cases.
- 3.5. TRLA will initially establish its Public Defender staff in its existing office in Harlingen, Texas. However, TRLA will strive to obtain office space in Raymondville for the use of its staff and as a place for convenient meetings between its staff and clients, and will have its Investigator make regular visits to the Willacy County Jail. In addition, TRLA will publish its toll-free telephone number in suitable locations in Willacy County for convenient access by its clients.
- 3.6. TRLA will ensure that each attorney who represents a client pursuant to this contract agrees to provide competent, zealous legal services to each client in accordance with the attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct, the Texas Code of Criminal Procedure, and the federal and Texas constitutions. Every attorney must agree to provide constitutionally effective assistance of counsel to the client regardless of any business relationships or funding considerations that might otherwise adversely affect their work for indigent criminal defendants who are clients of TRLA. TRLA will ensure that each attorney understands that failure to zealously represent each client's interests and each client's interests alone may carry legal and license consequences.
- 3.7. TRLA shall provide adequate supervision of less experienced attorneys by more experienced attorneys, and shall conduct periodic performance reviews and evaluations of staff.

- 3.8. Attorneys employed full time by the PD Program shall not accept employment on a retained basis in either criminal or civil cases.
- 3.9. TRLA shall engage expert witnesses, stenographers and technical consultants to perform reasonable and necessary services under this contract, including but not limited to, medical and psychiatric evaluations, DNA analysis, and polygraph and other forensic testing.

4. **Assignment of Cases.** TRLA shall begin accepting case assignments on August 1, 2007. It is understood, however, that it is unlikely that TRLA will be able to fully staff its Willacy County Public Defender office immediately and that, as a consequence, it may be necessary to limit the numbers of cases accepted in the first three months of operation, or until all staff is employed.

4.1. During the period of this agreement TRLA shall notify the County immediately upon determining that:

- 4.1.1. one or more courts are not assigning cases to the PD when the PD has capacity for accepting additional assignments; or,
- 4.1.2. that TRLA will reach its total contract quota of cases before the expiration of the contract.

In either circumstance described in this subsection, the County shall convene a meeting of representatives of TRLA, the County and applicable courts to develop a plan for effective utilization of resources or adjustment of the contract.

5. **Term of Agreement.** This agreement will be effective until September 30, 2007. If it is not modified in writing by the parties before September 30, 2007, it will automatically renew without further action, and be effective until September 30, 2008. If it is not modified in writing by the parties before September 30, 2008, it will automatically renew without further action, and be effective until September 30, 2009. If it is not modified in writing by the parties before September 30, 2009, it will automatically renew without further action, and be effective until September 30, 2010. TRLA may incur costs and expenses under this agreement upon its execution and will begin providing legal services to eligible clients on and after August 1, 2007.

5.1. The parties may agree in writing to modify or terminate this contract by mutual agreement at any time.

5.1.1. Unless otherwise agreed in writing, termination or expiration of this contract does not affect any existing obligation or liability of either party.

5.1.2. Either party's failure to enforce any provision of this contract shall not constitute a waiver by the party of that or any other provision.

5.2. At the time this contract is executed, sufficient funds either are available within the County's current grants and/or appropriations, or are expected to become available to finance the costs of this contract. However, payments under this contract are subject to the availability of grant funds from the Texas Task Force on Indigent Defense ("TFID") in the grant years subsequent to the current year. The County may propose to modify, suspend, or terminate this contract if TFID and County funds will not be sufficient to pay anticipated costs of public defense services.

6. **Voucher Submissions.** No later than ten days after the end of each month, TRLA shall submit to the County an itemized statement of the cases that have been closed during the previous month, including the name of the accused, the cause number, court, the nature of the offenses charged, and a brief statement of the disposition of each such charge. No later than fifteen days after the submission of the itemized statement, the County shall pay TRLA one-twelfth of the total amount due under this contract.
7. **Contract Amount and Payments.** For services rendered during the first twelve months that this agreement is in effect, the County agrees to pay TRLA the total sum of Two Hundred Twenty-four Thousand, Five Hundred Eighty (\$224,580.00) Dollars. The County agrees to pay this sum to TRLA in twelve equal monthly installments of Eighteen Thousand Seven Hundred Fifteen (\$18,715.00), with the first installment being paid on September 1, 2007. On September 1, 2008, the monthly amount payable may change depending on Paragraphs 7.1 or 7.2 below, or application of a carry-over as discussed in Paragraph 8 below.
- 7.1. For the second and third years that this contract is in effect, the parties may modify the amounts to be paid TRLA based upon caseloads or expenditure history in prior years.
- 7.2. Any party seeking to modify the contract amount shall provide written notice to the other party no later than sixty days prior to the end of the contract year, as defined by the dates in Paragraph 5 above.
8. **Carry-over.** If on September 30, 2008, or at the conclusion of any twelve-month period thereafter, there is a surplus of funds received by TRLA in an amount less than ten percent of the total annual contract amount, such sums shall be retained by TRLA and used for related PD program expenses at its sole discretion. If the surplus amount is greater than ten percent, but less than twenty-five percent, of the annual contract amount, the parties shall divide the surplus in excess of ten percent equally by having TRLA deduct from its invoice for September, and from invoices for subsequent months if necessary, an amount equal to one-half of the surplus. TRLA shall also deduct any and all surplus amounts in excess of twenty-five percent during a contract year from its invoice for September, and from invoices for subsequent months if necessary.
9. **Accounting and record keeping.** TRLA shall maintain financial records on an accrual basis and shall make such records pertaining to this agreement available to the County's representatives upon reasonable request. TRLA shall engage an independent auditor to conduct an annual audit of all TRLA funds, including funds received under this contract, and a copy of the annual audit shall be furnished to the County within thirty days of its approval by the TRLA Board of Directors.
- 9.1. TRLA staff shall maintain current information, including activity logs, pleadings and other case-related documents, on each PD case. That information shall be made available to the County under circumstances that do not require a client to waive the attorney-client privilege, or the attorney to violate the

confidentiality standards of the profession, Tex. R. Prof. Conduct §1.05, or any other provision of law.

9.2. TRLA shall preserve all assignment, financial and case service records for a period of seven years from the date the case is closed.

- 10. **Independent Contractor.** TRLA is an independent contractor who shall complete the requirements of this contract according to TRLA's own means and methods of work, which shall be in the exclusive charge and control of TRLA and which shall not be subject to control or supervision by the County or any judge, except as specified in this contract. A Public Defender Oversight Board created by county officials and judges may recommend to the commissioners court what modifications should be sought as to this contract, they may monitor the caseload of TRLA, they can even determine possible contract violations and recommend removal to the commissioner court. However neither the oversight board, the commissioners court, the judges, nor the local defense bar may impose on the operations of TRLA. They may not require TRLA to hire and fire, dictate office operation policies, or manage the operations of TRLA. The judges may have limited removal authority if they find that an attorney hired by TRLA is not providing adequate representation to defendants. Even in that case the judge can request removal of the attorney but cannot dictate to TRLA which attorney should replace the removed attorney.
- 11. **Non-discrimination.** TRLA will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, race, color, national origin, sex, sexual preference, disability, or religion and will submit reports as the County may require to demonstrate compliance with this assurance.
- 12. **Impossibility of Performance.** Neither party shall be responsible for delay or default caused by theft, fire, flood, riot, war or other casualty, if the delay or default was beyond the party's reasonable control. In the event of circumstances beyond a party's control that may render timely performance by that party impossible, either party may terminate this contract, or the affected part, by written notice.
- 13. **Wind-Down Procedures.** If either party suspends or terminates the contract, no further cases shall be assigned or accepted effective the date such notice is received or as agreed between the parties, and TRLA shall complete timely and adequate legal services on all existing cases assigned before the effective date of suspension or termination. The County shall continue to make timely monthly payments of the contract amount until all such cases are concluded; provided, however, that when the number of pending cases are twenty or fewer, the monthly payment obligations under this contract shall terminate, and the County shall pay TRLA for the remaining twenty cases at the rate being paid to private assigned counsel at the time the contract terminates.
- 14. **Contract Notices.** All notices required by this contract shall be delivered in writing to the following representatives of the parties:

Willacy County:

Hon. Eliseo A. Barnhart
Willacy County Judge
190 N. Third Street
Raymondville, Texas 78580
Email: county.judge@willacycounty.org

Texas RioGrande Legal Aid

David G. Hall
Executive Director
300 South Texas Boulevard
Weslaco, Texas 78596
Email: dhall@trla.org

15. **Entire Agreement.** This writing constitutes the entire agreement between the parties. There are no oral or written understandings, agreements, or representations regarding this agreement. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. If made, such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given. The parties, by the signatures of the authorized representatives of each, hereby acknowledge that each has read this agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNED AND EXECUTED by the parties on the date(s) indicated by the signatures of the authorized representatives.



Hon. Eliseo A. Barnhart, County Judge
Willacy County, Texas
190 North Third Street
Raymondville, Texas 78580

7/27/2007

Date



David G. Hall, Executive Director
Texas RioGrande Legal Aid, Inc.
300 South Texas Boulevard
Weslaco, Texas 78596

7/27/07

Date

FILED 27 DAY OF July
2007
FERRY FLORES, CLERK COUNTY
COURT, WILLACY CO., TEXAS
BY S. Barry
Deputy

Eliseo A. Barnhart Sr.

190 N. 3rd St./Courthouse Annex Bldg. • Raymondville, Texas 78580
(956) 689-3393 • Fax (956) 689-4817

Facsimile Transmittal

Task Force on
 To: *Indigent Defense* Fax: *512-475-3450*
 From: *Willacy County* Date: *8-28-07*
 Re: *Signed Contract* Pages: *8 (including cover)*
 CC:

Urgent For Review Please Comment Please Reply Please Recycle

Notes:

CONFIDENTIAL

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