

## REPORT TO CITY COUNCIL

**Approved by:**

  
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Wendy Silva, Director of Human Resources

  
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Arnaldo Rodriguez, City Manager

**Council Meeting of:** May 15, 2019

**Agenda Number:**     C-6    

**SUBJECT:**

Consideration of a Resolution Approving an Agreement for Interim Legal Services with Montoy Law Corporation

**RECOMMENDATION:**

It is requested that the City Council (Council) adopt the resolution approving the agreement for interim legal services to be provided while the recruitment and formal bid process of a Request for Proposals (RFP) for long term legal services are completed.

**SUMMARY:**

Briefly, the City Attorney selection process is being approached in three parts to ensure compliance with the City's purchasing policy:

1. Procurement of immediate services under a Purchase Order (PO)
2. Expedited RFP for Interim Legal Services
3. Recruitment and standard RFP for Legal Services to be run concurrently

The action contemplated with this report is the award of an agreement for interim legal services (step 2 of 3) to ensure the City has access to City Attorney services until such time as long-term services are secured by the City Council through either an in-house attorney or contract firm.

**DISCUSSION:**

***Interim Legal Services***

When direction was first sought from Council on next steps in securing legal services, Council directed the City Manager to secure immediate services under a PO. The City's PO process has a spending cap of \$50,000. The City Manager solicited proposals and received a total of four (4) proposals at that time. After interviewing the top proposers, a PO was issued to Montoy Law Corporation.

### ***Interim Legal Service***

An expedited RFP for Interim Legal Services was issued to bridge the gap between the PO issuance and the formal recruitment/RFP process conclusion and ensure compliance with the City's purchasing policy. Because of the expedited timeline and short turn-around required, Council authorized the City Manager to review proposals submitted for interim services and make a recommendation on award of an agreement for these services.

The City received three proposals to provide interim legal services. City Manager Rodriguez interviewed all three proposers on Friday, May 10, 2019. Based on those interviews, the proposers ranked as follows:

1. Hilda Cantú Montoy, Montoy Law Corporation
2. Mona Ebrahimi, Kronick Moskovitz Tiedemann & Girard
3. Neal Costanzo, Costanzo, Costanzo & Associates

City Manager Rodriguez is recommending the City enter into an agreement for interim legal services with Montoy Law Corporation. This agreement will allow provision of legal services until the Council hires either an in-house City Attorney or contracts with a firm of their choosing for long term legal services.

### **FINANCIAL IMPACT:**

Contract services during the interim period while the Council seeks a new provider for long term City Attorney services will be paid from salary savings captured due to the vacancies in the City Attorney's office. Staff will continue to provide Council with a routine report in the regular agenda packet that outlines expenditures on contract legal services during this transition.

### **CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

### **ALTERNATIVES:**

Council could direct the City Manager to negotiate an agreement with an alternative proposer or not take action to secure interim legal services.

### **ATTACHMENTS:**

1. Resolution approving the proposed agreement for interim legal services.
2. Proposed agreement for interim legal services.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT FOR INTERIM LEGAL SERVICES BETWEEN THE CITY OF MADERA AND MONTROY LAW CORPORATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera has a need to secure expert interim legal services while a recruitment and Request for Proposals (RFP) for contract services are conducted for long-term services; and

WHEREAS, the City published an RFP for interim legal services, and after its review and consideration of submitted proposals, the City desires to retain Montroy Law Corporation to provide interim legal services; and

WHEREAS, Montroy Law Corporation has the legal competence, experience, and qualifications to provide professional legal services required by the City.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.
2. The Agreement for Interim Legal Services between the City and Montroy Law Corporation, a copy of which is on file with the Office of the City Clerk and referred to for more particulars, is approved.
3. The Mayor is authorized to execute the Agreement on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

## INTERIM LEGAL SERVICES AGREEMENT

This Legal Services Agreement (“Agreement”) is entered into by and between Montoy Law Corporation (“Firm”) and the City of Madera (“City”).

### RECITALS

- A. The City desires to obtain interim City Attorney legal services while a recruitment for an in-house attorney as well as a Request for Proposals for contract services are conducted for long-term legal services; and
- B. Firm has the legal competence, experience, and qualifications to provide professional legal services required by City; and
- C. After conducting an RFP process for interim legal services and after its review and consideration, City desires to retain Firm.

### AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference.

2. Scope of Services. Firm agrees to perform legal services for City and to do so in a timely, efficient, and effective manner. Firm shall provide advice, consultation, and representation in all matters of municipal affairs. It shall be the duty, obligation, and responsibility of Firm, in a skilled and professional manner, to perform the services in accordance with the RFP and Firm’s response to the RFP attached hereto collectively as Exhibit A. In the event of any inconsistency, the terms of this Agreement shall prevail.

3. Compensation. City shall compensate Firm for legal services at the following hourly rates:

3.1 General Services Hourly Rates: \$240.00 for attorneys and \$95.00 for paralegals/law clerks. The term “General Services” includes all legal services in all subject areas and regardless of complexity except matters listed under Special Services below. Travel time is not charged for City Council meetings, Successor Agency meetings, Planning Commission meetings, and two Staff meetings per month.

3.2 Special Services Hourly Rates: \$295.00 for attorneys and \$95.00 for paralegals/law clerks. The term “Special Services” includes Pitchess Motions, Administrative Hearings, and Litigation-related matters. Travel time required for special services will be billed at \$145.00 per hour.

3.3 Reimbursement: No fees will be charged for routine photocopying, mail, and faxes. Actual costs will be charged for extraordinary printing, mailings, couriers, recording of documents, as well as consultants and experts preapproved by Madera. Mileage reimbursement will not be requested.

4. Assignment of Personnel. Interim City Attorney under this Agreement shall be Hilda Cantú Montoy. It is understood that from time to time, Firm may subcontract with other attorneys as set forth in the RFP.

5. Billings and Payments.

5.1 Montoy Law Corporation shall submit a billing statement which will include services by Firm provided monthly in arrears, in increments of one-tenth (.10) of an hour, no later than the tenth of the month following the month service was rendered. The billing statement shall be submitted to the City's designee.

5.2 Billings are to be made directly to the following address:

City of Madera  
Attn: Wendy Silva  
205 W. 4<sup>th</sup> Street  
Madera, CA 93637

5.3 The billing statements shall be prepared and organized in manner that facilitates an efficient review of the services performed and expenses incurred in order to provide City with a clear and complete understanding of how time was devoted to specific tasks and the fees and costs associated therewith.

5.4 City shall make payments monthly based on a monthly itemized billing statement for the previous month. City shall make its best effort to process payments promptly and not later than 30 days after receiving Firm's monthly billing statement.

6. Term and Termination.

6.1 This Agreement shall be effective on May 16, 2019, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect unless otherwise terminated earlier by one of the parties. Firm may be contacted following termination of the Agreement for clarification and consultation on matters covered during performance of the scope of services. Any such contact will be billed in accordance with Sections 3 and 5 of this Agreement.

6.2 City reserves the right to discharge Firm and terminate this Agreement at any time. In the event of such discharge or termination, the City shall compensate Firm for services rendered and expenses necessarily incurred up to and including the date of termination. City shall terminate services and/or the Agreement by delivering to Firm a written notice specifying the extent to which services and/or the Agreement are terminated and the effective date of the termination. Notice of termination shall be mailed to:

Montoy Law Corporation  
Hilda Cantú Montoy  
2440 Tulare Street, Ste. 410  
Fresno, CA 93721  
[hildac@montoylaw.com](mailto:hildac@montoylaw.com)

6.3 Firm may terminate this Agreement at any time by giving the City not less than thirty (30) days prior written notice. If Firm elects to terminate this Agreement, City's rights under any pending matter which may arise from Firm's services hereunder shall not be prejudiced due to such termination as required by the Rules of Professional Conduct of the State Bar of California.

City of Madera  
Arnoldo Rodriguez, City Manager  
205 W. 4<sup>th</sup> Street  
Madera, CA 93637  
[arodriguez@madera.gov](mailto:arodriguez@madera.gov)

7. Insurance and Indemnification.

7.1 During the term of this Agreement, Firm shall maintain, keep in force, and pay all premiums required to maintain and keep in force the policies and limits of such policies as required in Exhibit 2 of the RFP contained in Exhibit A of this Agreement.

7.2 To the furthest extent allowed by law, Firm shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Firm's performance of its obligations under this agreement or out of the operations conducted by Firm, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Firm's performance of this agreement, the Firm shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

8. Independent Contractor. In performance of the work, duties and obligations assumed by Firm under this Agreement, it is mutually understood and agreed that Firm, including any and all of Firm's officers, agents, and employees, will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as servant, employee, agent, partner, or associate of City. Because of its status as an independent contractor, Firm and its employees shall have absolutely no right to employment rights and benefits available to City employees. Firm shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Firm shall be

solely responsible and hold City harmless from all matters related to payment of Firm's employees, including compliance with social security, withholding, and all other regulations governing such matters.

9. Compliance with Law. Firm shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included are incorporated by reference. In particular, Firm shall comply with all Rules of Professional Conduct of the State Bar of California, with confidentiality laws and regulations and with conflict of interest laws and regulations.

10. Miscellaneous.

10.1 Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

10.2 Governing Law. The parties agree that this Agreement shall be governed and constructed by and in accordance with the Laws of the State of California.

10.3 Required License and Professional Credentials. Firm and personnel providing legal services shall maintain all licenses and professional credentials necessary for the provision of such services. Firm shall promptly notify City of changes of status or events that might impact the provision of legal services to City.

10.4 Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

10.5 Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

10.6 Incorporation of Documents. All documents constituting the Agreement documents described in Sections 1 and 2 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

10.7 Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties. There are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

10.8 Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

10.9 Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

10.10 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

10.11 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

10.12 Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Madera or in the United States City Court for the Eastern City of California.

10.13 Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

11. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Firm and the City.

**MONTOY LAW CORPORATION**

**CITY OF MADERA**

\_\_\_\_\_  
Hilda Cantú Montoy  
President

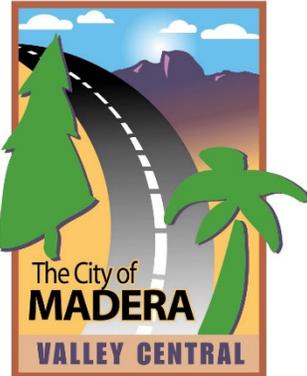
\_\_\_\_\_  
Andrew J. Medellin  
Mayor

Date: \_\_\_\_\_, 2019

Date: \_\_\_\_\_, 2019

**ATTEST**

\_\_\_\_\_  
Claudia Mendoza  
Interim City Clerk



**City of Madera**

**Request for Proposals**

**Interim Legal Services**

**City of Madera  
City of Madera Purchasing-Central Supply  
1030 South Gateway Drive,  
Madera, California 93637  
(559) 661-5463**

**RFP # 201819-02  
Issue Date: April 12, 2019  
Submission Deadline: Thursday, May 2, 2019 by 12:00 pm**

## **PART ONE: GENERAL INFORMATION**

### **1. Background and Objective**

The City of Madera (City) has a need for City Attorney services. With the recent departure of the City's in-house City Attorney, the City finds itself in need of legal services. At the direction of the City Council, the City is conducting a three-tiered approach to filling the City's legal service needs. The following is a synopsis of said approach:

1. *Immediate*: The first step was to procure immediate legal services under the City's purchase order process. This step has been completed.
2. *Near-term*: Operating under the presumption that the purchase order will likely be exhausted prior to a determination on permanent services, the City is issuing this Request for Proposals (RFP) for Interim Legal Services.
3. *Long-term*: For meeting the City's long-term needs, the City Council (Council) has directed staff to conduct both a recruitment for a full-time in-house attorney, as well as an RFP for legal services to contract out the services. Based on both activities, the Council will make a final decision on whether to contract out services going forward or continue to staff an in-house attorney.

The City invites interested legal firms and/or individuals to submit proposals for interim legal services. Historically, the City and the Housing Authority of the City of Madera (Authority) have shared legal services. The Authority is a separate entity from the City and is included in the proposed scope of services outlined in Exhibit 1 as an optional add on service. Based on proposals received, the Authority will make its own decision on whether to engage any proposed services. If such services are engaged, the Authority will enter into its own arrangements with the proposer to secure services and pay for said services.

Responding firms/individuals must be qualified to provide legal expertise in the areas of general municipal law, land use, zoning law, building code compliance law, contract and agreement law, real estate law, environmental law, public works law, fee and tax law, open meeting and conflict of interest law, and other related areas.

While the City ideally will obtain most services from a single legal source, the City reserves the right to apportion services between more than one provider, or obtain specialty services from the provider of its choosing.

### **2. Submission of Proposal**

One (1) original and eight (8) copies of the proposal shall be submitted. The original must be unbound and fastened with a removable clip. Copies may be in color or black and white, and should be fastened with a single staple. A complete proposal should also be provided on CD or USB memory stick that contains the entire proposal in one pdf document. All proposals must be sealed and will not be opened until after the closing date for receipt of proposals. Proposals will

remain confidential until the City has reviewed all of the proposals submitted and a notice of intent to award agreement has been released.

All proposals must be delivered to Rosa Hernandez, Interim Procurement Services Manager, City of Madera, Purchasing-Central Supply, 1030 South Gateway Drive, Madera, California 93637. Proposals must be received by 12:00 pm Thursday, May 2, 2019. Proposals received after the filing deadline will be returned to the proposer unopened. The opening of any proposal shall **NOT** be considered as acceptance of the proposal as a responsive proposal.

The entire proposal (1 unbound original, 8 copies and 1 digital copy) must be submitted in one sealed envelope. Each sealed envelope containing a bid proposal must have, on the outside, the name of the bidder, bidder's address and the statement "DO NOT OPEN UNTIL THE TIME OF BID OPENING" and in addition, must be plainly marked on the outside as follows:

**Bid: Interim Legal Services**

**RFP No. 201819-02**

**Filing Deadline: Thursday, May 2, 2019 by 12:00 pm**

Proposals shall be prepared and submitted in accordance with the requirements set forth in this document. All proposals must be complete and must address concisely and clearly all information requested in the RFP.

Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the proposer or his/her duly authorized representative for the withdrawal of such proposal is filed with Purchasing-Central Supply. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.

Upon award, all documents provided by the successful bidder shall become public record. All documents provided by any bidders, other than the successful bidder, shall become public record in their entirety and subject to disclosure, unless said documents are retrieved by the bidder within ten (10) business days of the award. This shall also include, but is not limited to, documents for projects for which all proposals are rejected and projects for which an award is not made for any reason. In the event that one or more proposals are returned to the bidding parties, it is the intent of the City that such documents shall not become public records of the City unless required by the California Public Records Act or other provisions of law.

The City of Madera is an Equal Opportunity Employer and no proposal shall be rejected on the basis of race, color, religious creed, ancestry, national origin, age, sex (includes sexual harassment), pregnancy (childbirth or related medical conditions), marital status, sexual orientation (heterosexuality, homosexuality and bisexuality), medical condition (cancer and genetic characteristics), mental or physical disability (includes HIV and AIDS), political affiliation/opinion, Veteran's status, or request for family medical leave.

The City reserves the right to make a written or verbal request for additional information from a bidder to assist in understanding or clarifying a proposal.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request or participating in the consultant selection process.

**Key Dates:**

Deadline for Questions and Inquiries: Tuesday, April 23, 2019 by 3:00 p.m.

Submission Deadline: Thursday, May 2, 2019 by 12:00 pm

Anticipated Interviews of Firms: TBD

Anticipated Proposed Agreement to City Council for Consideration: May 15, 2019

### **3. Scope of Services**

The City is seeking a qualified attorney or firm to provide legal services for the period that will begin on award of an agreement for said services and conclude once the City completes its recruitment and RFP processes to find long-term legal counsel either through hiring an in-house attorney or contracting for services. The proposed scope of work for interim legal services is contained in Exhibit 1 to this RFP.

### **4. Contract Award**

Issuance of the RFP and receipt of proposals does not commit the City to award an agreement. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP. The City also reserves the right to apportion the award among more than one company.

Any agreement resulting from this RFP will be signed only after successful negotiation of contract terms and conditions and all applicable procedural requirements have been met.

An award under this RFP will not be based solely on the lowest price. If an award is made, it will go to the bidder(s) with the best overall proposal. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.

### **5. Questions and Inquiries**

Questions concerning this RFP may be submitted in writing no later than 3:00 p.m., Tuesday, April 23, 2019 to:

Rosa Hernandez  
Interim Procurement Services Manager

City of Madera Purchasing-Central Supply  
1030 South Gateway Drive,  
Madera, California 93637  
Fax 559-661-0760  
e-mail: rhernandez@madera.gov

The City reserves the right to modify this RFP at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by the City's Purchasing-Central Supply Division is the only method which should be relied on. Bidder is responsible to contact City's Purchasing- Central Supply Division prior to submitting a bid to determine if any amendments were made to the RFP. Documents amendments, addenda, etc. will be posted to the Purchasing page of the City's website at [www.madera.gov/purchasing](http://www.madera.gov/purchasing) under Bid Announcement and Results. All questions and responses will also be posted in this section.

## **PART TWO: PROPOSAL PREPARATION AND CONTENT**

### **1. Overall Presentation**

Proposals must be submitted on 8 ½" by 11" paper with all segments attached in one package. Proposals must be typed and must not include any unnecessary, elaborate, promotional or display materials. Proposals should be clear and concise. Pages must be numbered at the bottom of the page. All content must pertain to the requirements of this RFP. The entire proposal (1 unbound original, 8 copies and 1 digital copy) must be submitted in one sealed envelope clearly marked on the outside as described in Part 1, Section 2 of this RFP.

### **2. Title Page**

The proposal must have a title page which indicates the name of the company, principal business address, name of the proposal, and the date of the proposal.

### **3. Transmittal Letter**

The proposal must include a transmittal letter that states the firm's objective, why the firm should be selected, the firm's proposed commitment to the City of Madera, the unique aspects of the proposal, and must be signed by a person who is duly authorized to bind the firm to an agreement.

### **4. Company Profile**

In this section, please describe your organization; identify key personnel to be assigned to the City, including name, title, telephone number(s), and experience; and describe your firm's experience in providing similar services to other public agencies. Please also confirm that any attorney proposed by your organization to provide services to the City is licensed to practice law in the State of California.

### **5. Proposed Method of Performance**

Describe your firm's availability to provide the requested services identified in Exhibit 1, including the capability to respond to time-sensitive or short notice requests, as well as complex matters. Please clearly identify any services within the proposed scope that your firm will not be able to provide. Additionally, clearly identify whether your proposal includes the add on services for the Authority.

### **6. Cost Outline**

Please provide your proposed fee schedule, payment provisions expected, and estimated expenses if applicable. The fee schedule should provide a cost outline for specific services to be provided as requested in this RFP and any other services your firm provides that you feel may be beneficial to the City of Madera.

### **7. Equal Opportunity Employer Status**

Please provide a statement as to whether your organization meets state and federal standards regarding equal opportunity employment laws and regulations. Also provide information as to

whether there is any current litigation pending alleging a violation of state or federal fair employment provisions.

**8. Proof of Insurance**

The proposal must include the name of the consultant's insurance carrier, the policy coverages, limits, and expiration dates. Upon agreement award, the successful responder shall comply with the indemnity and insurance requirements as shown in Exhibit 2 to this RFP.

**9. City of Madera Business License Status**

Prior to beginning any work, the bidder shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408. Should the bidder already have his/her license, please include a copy with your submittal.

**10. References**

Please provide the entity name, contact person, and telephone number for at least three recent government sector clients that the City may contact regarding your firm's services.

**11. Sample Agreement**

A sample agreement is provided with this RFP as Exhibit 3. Please indicate any changes or modifications you would require to the agreement should you be selected to provide services to the City.

### **Exhibit 1: Anticipated Scope of Work**

1. Act as the City of Madera's (City) designated City Attorney.
2. Advise the City Council, Commissions, and City officials and staff on legal matters pertaining to municipal government, including the Ralph M. Brown Act and parliamentary procedures for running meetings.
3. Provide legal advice, written legal opinions, and consultation on matters affecting the City to the City Council, City Manager, boards, commissions, committees, officers, and employees of City in accordance with such policies and procedures as may be established by City.
4. Review agendas and staff reports for:
  - a. City Council
  - b. Redevelopment Agency Successor Agency
  - c. Planning Commission
  - d. Various other City committees/commissions
5. Advise on procedural and substantive issues that arise during meetings.
6. Prepare or review necessary legal documents such as: ordinances and resolutions; various types of agreements; real property instruments of varying nature including purchase agreements and escrows, leases, covenants, deeds, easements and licenses; bond size, amount, and offering terms and conditions; public works construction documents including bid specifications, contracts, bonds, insurance, liens and related documents; memorandums of understanding; franchise agreements; bargaining agreements and bargaining agreement language, employment agreements, independent contractor agreements, investigative reports, as required, public records act responses, and similar documents, as requested by City.
7. Represent and advise City on pending and potential litigation as requested by City.
8. Attend meetings commissioned by the City as needed. Regular meeting dates for the identified bodies are:
  - a. City Council: 1<sup>st</sup> & 3<sup>rd</sup> Wednesday of each month, 6:00 pm
  - b. Redevelopment Agency Successor Agency: 2<sup>nd</sup> Wednesday of each month, 6:00 pm
  - c. Planning Commission: 2<sup>nd</sup> Tuesday of each month, 6:00 pm
  - d. On an as-needed basis to attend Council workshops or other meetings as specified by the City
9. Analyze proposed and enacted legislation, published legal opinions, and other matters that may have an impact on the operations of the City upon request.
10. Review Requests for Proposals to be published before publication upon request.
11. Upon request, provide oversight of administrative appeal hearings for code enforcement violations and water citations; provide notice of denial of appeal if applicable.
12. Appearances at Court for *Pitchess* Motions.

13. Review of Public Records Act requests as well as documents scheduled for production prior to response/production.
14. Potentially litigate matters not covered by the City's insurance pool, to include land use and planning issues, breach of contract matters, and the like.
15. Upon request, provide litigation coordination and oversight for tort liability claims and litigation. Primary legal coverage is provided through the City's insurance pool; the City Attorney's office provides general legal oversight in partnership with the City's risk management staff.
16. File restraining orders on behalf of City staff, as necessary, when circumstances affect their work.
17. Upon request, review Deeds of Reconveyance, demands for payment, Release of Lien documents and other related documents prepared by the City's Paralegal.
18. Provide legal assistance pertaining to land use issues including, but not limited to, property acquisition, property disposals, public improvements, easements, dedications, CEQA, and public utilities as requested.
19. Provide legal advice and services on personnel matters as requested.
20. Be available for telephone consultation with City staff, as needed, on legal matters which are within their area of operation and maintain office hours at City Hall as requested by the City Manager at times mutually agreed to by the City Manager and designated City Attorney.
21. Promptly respond to calls, emails, and correspondence from City officials and staff.
22. Perform such other legal duties as may be required by the City Council and City Manager that are necessary to complete the performance of City Attorney functions.
23. In addition to the more technical scope of work outlined above, the City Attorney must understand his/her role in local government, avoiding political debates and active participation in the policy and managerial decision-making process entrusted to the City Council and City Manager. The City Attorney is expected to provide technically sound and consistent legal advice to members of the City Council and City staff while maintaining trust and an unwavering ethical standard no matter the situation or individuals involved.

**Additional Add-On: Housing Authority of the City of Madera**

1. Advise the Housing Authority of the City of Madera (Authority) on legal matters pertaining to public housing entities, including the Ralph M. Brown Act and parliamentary procedures for running meetings.
2. Provide legal advice, written legal opinions, and consultation on matters affecting the Housing Authority of the City of Madera (Authority) to the Authority's Board of Commissioners (Board), Executive Director, and employees of the Authority and as requested by the Board of Commissioners, Executive Director, or his/her designee, in accordance with such policies and procedures as may be established by the Authority.
3. Review agendas and staff reports for Authority meetings. Attend meetings of the Board, regularly scheduled on the 2<sup>nd</sup> Wednesday of each month at 6:00 pm. Attend special meetings and workshops as requested.
4. Provide legal advice and services pertaining to landlord/tenant relations, including but not limited to complaint resolution, Unlawful Detainer proceedings, and similar matters, as requested.
5. Provide legal advice and services on personnel matters.

## **Exhibit 2: Insurance and Indemnity Requirements for Consultants**

### Indemnity Requirements

Consultant shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents (“City indemnitees”), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels’ fees and costs of litigation (“claims”), arising out of the Consultant’s performance of its obligations under this agreement or out of the operations conducted by Consultant, including the City’s active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant’s performance of this agreement, the Consultant shall provide a defense to the City indemnitees, or at the City’s option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels’ fees, incurred in defense of such claims.

### Insurance Requirements

Without limiting Consultant’s indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

### *Minimum Scope and Limits of Insurance*

Consultant shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker’s Compensation** as required by the State of California and **\$1,000,000 Employer’s Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against

professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

*Maintenance of Coverage*

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

*Proof of Insurance*

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

*Acceptable Insurers*

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

*Waiver of Subrogation*

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

*Enforcement of Contract Provisions (non estoppel)*

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

*Specifications not Limiting*

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

*Notice of Cancellation*

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

*Self-insured Retentions*

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

*Timely Notice of Claims*

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

*Additional Insurance*

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

**CITY OF MADERA**

**COMPENSATION STUDY CONSULTING SERVICES AGREEMENT**

THIS AGREEMENT made and entered into the \_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "City" AND \_\_\_\_\_, hereinafter called "Consultant";

**RECITALS:**

- A. The City desires to obtain interim City Attorney legal services while a recruitment for an in-house attorney as well as a Request for Proposals of contract services are conducted for long-term legal services; and
- B. Consultant is a firm having the necessary experience and qualifications to provide such legal services to the City and is licensed to practice law in the State of California.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the City and the Consultant as follows:

1. Services. The City hereby contracts with Consultant to provide services herein set forth at the compensation and upon the terms and conditions herein expressed, and Consultant hereby agrees to perform such services for said compensation, and upon said terms and conditions. City hereby authorizes Consultant to commence work immediately upon approval of this agreement by the City Council at a scheduled meeting of said governing body.

2. Obligations, duties and responsibilities of Consultant. It shall be the duty, obligation and responsibility of the Consultant, in a skilled and professional manner, to perform the consulting services in accordance with the RFP and Consultant's response to the RFP, attached hereto collectively as Exhibit A.

3. Consultant's fees and compensation: amount, how and when payable.

[Insert Fee Schedule]

Billings are to be made directly to the following address:

City of Madera  
Attn: Wendy Silva  
205 W. 4th Street  
Madera, CA 93637

4. Term of agreement. This Agreement shall be in effect starting \_\_\_\_\_, 2019 and terminating upon completion of the requested services. Consultant may be contacted following termination of this agreement for clarification and consultation on matters covered during performance of the scope of services. Any such contact will be billed in accordance with Section 3 of this Agreement.

5. Independent contractor. In the furnishing of the services provided herein, the Consultant is acting as an independent contractor and not as an employee of the City.

6. Indemnification and Insurance. During the term of this Agreement, Consultant shall maintain, keep in force and pay all premiums required to maintain and keep in force the policies and limits of such policies as required in Exhibit 2 to the RFP contained in Exhibit A of this Agreement.

7. Attorney's fees/venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorney's fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County.

8. Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

9. Termination. This agreement may be terminated by mutual written agreement or it may be terminated by the City upon giving ten (10) days written notice of intent to terminate the agreement.

Notice of termination shall be mailed to the City:

City of Madera  
Arnoldo Rodriguez, City Manager  
205 W. 4<sup>th</sup> Street  
Madera, CA 93637  
arodriguez@madera.gov

To the Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the event of such termination, Consultant shall be paid for work completed to date of termination, and any such work shall become the property of the City and the amount of final fee due and payable by City to Consultant will be subject to negotiation but in no event less than the fees for service pursuant to this Agreement.

10. Assignment. Neither the City nor the Consultant will assign its interest in this Agreement without the written consent of the other.

11. Notices. All notices and communications from the City shall be to Consultant's designated representative and all notices and communications from the Consultant shall be to the City Manager, as designated in Section 9 of this Agreement.

12. Included herein by reference is the Request for Proposal.

This agreement and the attachments and exhibits incorporated herein by reference, represents the entire agreement and understanding between the parties. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Madera, California, the day and year first above written.

CITY OF MADERA

BY: \_\_\_\_\_  
Andrew J. Medellin, Mayor

[Company Name]

BY: \_\_\_\_\_  
Printed Name, Title

ATTEST:

\_\_\_\_\_  
Claudia Mendoza, City Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_

**MONTOY LAW**  
CORPORATION

**PROPOSAL TO PROVIDE  
INTERIM LEGAL SERVICES TO**

**City of Madera  
(RFP# 2011819-02)**

**May 2, 2019**

Submitted by  
**Hilda Cantú Montoy**  
**Montoy Law Corporation**

2440 Tulare Street, Suite 410  
Fresno, California 93721  
559 579 1924 (office)  
559 579 1923 (fax)  
559 579 8358 (cell)  
[www.montoylaw.com](http://www.montoylaw.com)

May 2, 2019

***VIA EMAIL AND US MAIL***

Mr. Arnaldo Rodriguez  
City Manager  
205 W. 4<sup>th</sup> Street  
Madera, Ca 93637

Dear Mr. Rodriguez:

Re: Proposal to Provide Interim City Attorney Services

This serves as Montoy Law Corporation's proposal to provide Interim City Attorney Services to the City of Madera. I have been providing services under the temporary services procurement process utilized by the City in March. Based on that experience with the City, I am very interested in having Montoy Law Corporation continue to provide legal services to the City of Madera.

I have extensive experience in all legal aspects of municipal law as outlined in the proposal. I offer local firm accessibility and extensive experience and knowledge to provide the legal services required by the City.

I am uniquely qualified to serve the City of Madera. The combination of my in-house and contract City Attorney experience is invaluable to the City. I understand the need to maximize efficiencies and to provide legal services of the highest level. I served as in-house city attorney for the City of Fresno, a Charter city, for more than ten years. As in-house city attorney I managed a law office with over 30 employees. I also oversaw special counsel and monitored their work and their billing. I have continued to work on a similar model in private practice. I am City Attorney for three cities and attend all city council meetings and perform at least 90% of the work myself and subcontract the remainder. I also coordinate with special counsel retained by my clients. For this engagement, I would subcontract with Aleshire & Wynder, LLP, a local municipal law firm. There could be others depending on the City's needs and requests.

As you know from my temporary services commencing in March, I have been able to provide seamless services with very limited ramping up time. My in-house experience and insight as city attorney together with my experience running my private practice and working as contract city attorney and special counsel to various public entities bring optimal legal services to the City of Madera. I understand firsthand the inner workings of public agencies and the value of direct communication, relationship building, and responsiveness to my clients.

I am committed to serve the City of Madera. I am qualified, competent, responsive, efficient, and capable to serve Madera in a professional manner and at reasonable rates. I am available to provide some or all the services in the Scope of Services as determined by the City.

I look forward to meeting with you and/or any city officials designated to conduct interviews.

Please call me at my office (559) 579-1924 or on my cell phone at (559) 579-8358 or email me at [hildac@montoylaw.com](mailto:hildac@montoylaw.com) if you have any questions or need additional information.

Thank you for considering this proposal.

Respectfully submitted,



Hilda Cantú Montoy

**I.**  
**FIRM PROFILE**

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**A. Background.**

Montoy Law Corporation was incorporated in 2012. Prior to that Ms. Montoy ran the Firm as a solo office starting in 2009. The Firm represents public agencies including cities, special districts, public agencies, joint powers authorities, and school districts. The Firm has been successful and enjoys a health financial stability as City Attorney, General Counsel, and Special Counsel to local public agencies.

The Firm is an equal opportunity employer and provider of legal services.

**B. Key Personnel.**

1. Hilda Cantú Montoy.

I would be the person to serve the City as Interim City Attorney. Please see my resume attached in Exhibit "A." I will serve as the City Attorney by attending all City Council meetings and handling all the services described under Scope of Work Exhibit 1 of the RFP. As the City Attorney, I will coordinate all legal services provided to the City, and will be responsible for ensuring the responsiveness of legal services. I will handle all initial contacts, open new legal matters, track deadlines, monitor legal fees, and will directly provide most of the legal services requested particularly daily questions and issues that arise.

Three attorneys from Aleshire & Wynder, LLP may be assigned work on Madera matters.

(i) Shannon Chaffin is an expert in land use. He may represent the City on land use and CEQA matters;

(ii) Roy Santos may represent the City in Pitchess Motions and code enforcement; and

(iii) Michelle Sassano may advise the City on deposition subpoenas and handle litigation matters.

All attorneys are licensed in California. Their resumes are attached as part of Exhibit A. The broad expertise of this team will assure the City with consistent and solid advice on the full array of legal services it may require.

From time to time I may subcontract with other counsel for specialized legal services depending on the legal area of expertise needed, turnaround time, and as may be authorized by the City.

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**C. Experience Representing Local Public Agencies.**

I am a highly-experienced public agency attorney who has represented and represents cities and public agencies. My experience and knowledge give me an edge in being able to respond on the spot or within a brief reasonable period of time. Of course, there are often situations where the nature of the inquiry is such that extensive research, analysis, and deliberation are required. Clients have different protocols and I will honor those protocols.

Currently I am the City Attorney for the Cities of Sanger, San Joaquin and Kerman, General Counsel to Selma-Kingsburg-Fowler County Sanitation District, Calwa Recreation and Park District, and Exeter District Ambulance, and special counsel to various public agencies. While the firm serves mainly Central Valley clients, I have also served as special counsel for public agencies on the Central Coast and Santa Clara County.

I will provide the City Council, City Manager, and staff with the best analysis and dispassionate evaluation of what the law requires and permits in a given situation. I understand the distinct roles between decision/policy makers and the legal counselor and I provide even-handed advice.

Finally, I have been active in the League of California Cities Attorneys Division, served on various committees, and assisted in editing resources for public lawyers and public entities. I have also served as speaker at various League conferences, taught a Municipal Law Class at San Joaquin College of Law, and been a presenter at an International Municipal Lawyers Association annual conference.

**II.**

**METHOD OF PERFORMANCE**

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I am able to provide the entirety of the Scope of Services set forth in Exhibit 1 attached to the City's RFP for Interim Legal Services. I am amenable to providing some or all the services as determined by the City and/or the Housing Authority. I am cognizant of the need to respond to time-sensitive and short notice requests. My organization skills, knowledge, and experience will be invaluable for my service to the City. I note that for this interim engagement Shannon Chaffin will attend meetings of the Successor Agency and Housing Authority.

**A. Working Relationship.**

A positive working relationship between the City Attorney and the City Council, City Manager, Department Heads, City Boards, and City Staff is critical and is fostered by communication and respect. My commitment to the practice of public law and experience representing public entities provide me with a strong platform for a stable working relationship with City Councils, City Managers, and staff. I will work closely with the City as to the exact structure of a working relationship that will best serve its needs.

Client satisfaction and responsiveness are hallmarks of my practice. The working relationship must be nurtured through candor and through an understanding of the role of the City Attorney and the clients that are part of city government. I am committed to spending the time and effort necessary to develop and maintain a positive working relationship.

**B. Response Time.**

I understand and commit to the City that I am capable to respond to time-sensitive matters and short notice requests as well as complex matters.

I am keenly aware that the City of Madera, like other public entities, must contend with high volumes, time constraints, limited resources, and a regulatory framework.

Requests for services are handled as received and prioritized as requested by the client. Prioritization of the requests is ever changing as directed by the Council and through discussions with the City Manager. Often all it takes is a telephone call or an email.

Most clients transmit documents for review electronically. I find that complex and sensitive matters are best approached through an initial meeting or phone conference which in the long run ends up being much more efficient. I can meet in Madera on an as needed basis or can set standard office hours. Client preferences will drive how requests for services are received. If a request requires extensive work, the Council and City Manager will be advised prior to the commencement of work.

The firm is managed and operated with best practices in mind. I understand clearly that as City Attorney I must be readily accessible to the City Council, City Manager, and staff. I will make myself available to the City at any time by telephone, cell phone email, or in person. Based on experience, most email and voice mail requests are addressed within minutes of receipt and on the same day. If a matter will require more time to respond, I will let the requester know right away. I maximize efficiencies and am able to respond to surges of work and complex work that must be handled in an expedited manner. This provides me with an ability to handle priority work requested by the City of Madera.

I have availed myself with superior technology to meet clients' needs. I have my own server and immediate backup capability to allow for timely and secure handling of work from remote locations, laptop and iPhone for conferring with clients and to correspond with clients as well as to review and edit documents. The firm has a comprehensive subscription to the Westlaw online library, which includes a vast municipal law service. I am flexible and experienced and will work well beyond 8 to 5 and on weekends to get the job done. As noted below, the firm does not charge extra for administrative overhead costs.

**C. Status Reporting.**

As the City Attorney, I will report on pending matters, projects, requests, and litigation as requested by the City of Madera. I will customize reports to meet the City's needs.

For example, it can be in weekly or monthly log form, transmittal memorandum, or other type of document. It may also be reviewed in standing meetings with the City Manager. As to litigation, closed sessions will be held with the City Council to ensure that the City Council is kept abreast of cases and their development. Written litigation summaries are provided to the City Council in closed session, which include a description of the nature of the case, strengths and weaknesses of the case, analysis, options, and recommendations. Current clients have not requested formal written status reports.

#### **D. In-Service Training.**

I strive to keep abreast of new developments in public sector law. I am an avid reader of publications focusing on public sector laws and maintain a comprehensive law library; receive alerts on new legislation and cases impacting public entities; and attend conferences focusing on public entity law. I advise clients on new laws and legislation that may have an impact on them.

In-house training can be provided as requested. Recommendations will also be made based on observation that there is a need for staff training in particular areas. Types of training can include AB 1234, competitive bidding, how to conduct Skelly meetings or complete performance evaluations, conflicts of interest, or even how to ask for legal services in an efficient manner, and how to prepare initial drafts of simple contracts, resolutions, and ordinances to minimize legal costs. Training can go a long way to create efficiencies and reduce costs.

### **III.**

#### **SPECIFIC QUALIFICATIONS AND EXPERIENCE**

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##### **A. Hilda Cantú Montoy**

- **Experience & Ability Representing Elected Governing Boards**

I have over 35 years representing elected governing boards. My representation includes representing city councils, boards of directors (recreation district, county sanitation district, and a hospital district), and boards comprised of elected officials such as oversight boards to successor agencies of redevelopment agencies and a county sanitation district). I enjoy a positive reputation for dealing with elected governing boards on and off the dais. My reputation is based on always being prepared, treating everyone with respect, knowing the law, understanding when and how to weigh in as legal advisor, respect, and unwavering ethics no matter the situation or individuals involved. Finally, it is clear from my representation that I am not a 7<sup>th</sup> Council Member or a 2<sup>nd</sup> City Manager. I am a legal advisor and legal representative.

- **Open Meetings**

The Brown Act, as a government transparency law, serves as the primary guide for conducting meetings of governing boards and standing committees. Competent Brown

Act advice is critical to ensure the public's business is handled in accordance with the law and to maintain the public's trust.

I feel uniquely qualified on the Brown Act. I attend all regular Council and Board meetings where I serve as city attorney and general counsel. I also attend special meetings as required. Knowing and understanding the Brown Act not only in meetings but also at the agenda stage is critical. My Brown Act service includes advice regarding the preparation and posting of meeting agendas, advice in open sessions, advice in closed sessions and drafting of legal opinions.

My extensive experience in hundreds of Brown Act meetings is invaluable to my clients who often have to deal with acrimony on the dais, disruptive members of the public, and unplanned issues that arise.

I have conducted AB 1234 Ethics Training to my regular clients and as requested by other public agencies. The core curriculum for this training includes Brown Act training. I have been a presenter for the Public Law Section of the State Bar on serial meetings and a contributing author and editor to "Open & Public IV," a Brown Act publication; I have represented clients in litigation alleging Brown Act violations, and conducted a Brown Act investigation for a public agency concerning allegations of improper conduct in a closed session.

- **Open Records**

Modeled after the Federal Freedom of Information Act, the Public Records Act is another government transparency law. I provide clients with up to date, competent advice on this important legislation. I have extensive experience on the Public Records Act. This includes providing training to governing boards and staff, written advice, and handling of media and other requests for records, and review of records to determine disclosure and for necessary redaction.

- **Conflicts of Interest**

Conflicts of Interest and Ethics Laws have been a focus for me in my representation of public clients. I have been part of League of Cities presentations and authored numerous legal opinions on Conflicts of Interest regarding the Political Reform Act and Government Code 1090. I am able to navigate through sensitive and controversial conflict of interest matters in a transparent yet discreet manner which is positive for the City of Madera. I understand the intricacies of both the Political Reform Act and Government Code Section 1090.

I have conducted numerous AB 1234 training sessions for various cities and other public agencies. My AB 1234 training focuses on not only laws regarding conflicts of interest but also the ethical principles underlying the laws.

- **Real Estate Law**

I have broad experience representing cities and (former) redevelopment agencies in the acquisition and sale of real property. This includes drafting and negotiating purchase-

sale agreements, advising my clients in CEQA and other environmental issues, and reviewing related financing documents. My experience ranges from road easements to complex Purchase and Sale Agreements such as a conveyance agreement for a federal courthouse and intergovernmental agreements for a Triple A Stadium. As Counsel to Oversight Boards, I worked on numerous multi-million dollar purchase sale agreements regarding sales of Successor Agency properties in Santa Clara County.

While serving the City of Fresno, I was involved in numerous eminent domain matters. Many were routine actions involving rights of way while others were for parcels including larger projects such as the Convention Center expansion and the Federal Courthouse. My smaller city clients have not engaged in eminent domain proceedings, but I feel confident in my ability to represent Madera on potential eminent domain matters. In the last couple of years I have worked with the Cities of Kerman and Sanger on numerous acquisitions for right of way projects including a public hearing for adoption of a Resolution of Necessity to initiate the eminent domain process.

- **Public Works Construction**

I am very familiar with the Public Contract Code and have worked on numerous public works construction projects from bid specifications to Notice of Completion. I understand and assist my clients in preparing public works bid packages and contract documents. I have prepared resolutions and advised clients on emergency contracts waiving competitive bidding requirements, sole source agreements, and change order procedures.

I assist my clients in avoiding construction and other contract disputes and have been involved in various bid appeals and bid appeal litigation. I also provide advice regarding compliance with competitive bidding, prevailing wage, and State and Federal procurement requirements.

I have extensive experience in drafting and negotiating agreements which is important. However, I find it just as important to advise clients on administration and implementation of agreements. While agreements may have favorable language for a city, it is important to meet benchmark requirements and to avoid contentions that the City has waived favorable language by failure to act. Likewise, notices required by agreements need to include necessary language and meet timeline requirements.

Major Public Works construction projects include the Fresno Airport Expansion project, the Fresno Exhibit Hall, Triple A Stadium, federal Courthouse, and solar energy projects for Selma-Kingsburg-Fowler County Sanitation District.

- **Land Use and Zoning**

I have advised clients on a wide variety of zoning, planning, special permits, subdivisions and other land use matters. I have worked directly with Mayors, City Councils, City Managers, and Department Directors on all matters concerning land use and planning. During my tenure as City Attorney, new general plans and housing elements have been approved and impact fees adopted.

I have also assisted the City of Fresno as special counsel on a major subdivision projects that went bankrupt during the recession and on reversion to acreage of subdivisions that were not viable.

- **Code Enforcement and Building Code Compliance**

I provide a comprehensive approach to code enforcement services and recognize the importance of using a selective assortment of enforcement mechanisms available to municipalities. I also understand the importance of ensuring that code enforcement actions are cost-effective. A comprehensive approach to code enforcement includes broad administrative powers (to avoid court and litigation costs whenever possible), successful cost recovery efforts, ordinance drafting, civil litigation and criminal prosecutions. I have extensive experience in the drafting of code enforcement ordinances and their implementation.

I have significant experience providing advice to City's building officials on Building Code requirements and to code enforcement officers on Building Code compliance.

- **Agreements and Contracts**

I have broad experience in public procurement matters. I develop customized templates for routine contracts for clients and have handled, overseen, and negotiated numerous complex projects and their related agreements. They include consultant agreements, disposition and development agreements, real property purchase and sale agreements; master development agreements; cable television franchise agreements; public works contracts for major projects such as waste water treatment plants, convention center, and airport; conveyance agreement for federal courthouse; and baseball stadium financing construction agreements.

I am very familiar with the Public Contract Code and have worked on numerous public works construction projects from bid specifications to Notice of Completion. I understand and assist my clients in preparing public works bid packages and contract documents. I have prepared resolutions and advised clients on emergency contracts waiving competitive bidding requirements, sole source agreements, and change order procedures.

I assist my clients in avoiding construction and other contract disputes and have been involved in various bid appeals and bid appeal litigation. I also provide advice regarding compliance with competitive bidding, prevailing wage, and State and Federal procurement requirements.

Drafting and negotiating agreements is important, but I find it just as important to advise clients on administration and implementation of agreements. While agreements may have favorable language for a city, it is important to meet benchmark requirements and to avoid contentions that the City has waived favorable language by failure to act. Likewise, notices required by agreements need to include necessary language and meet timeline requirements.

- **Fees and Taxes**

The subject of fees and taxes is one which cities must address. I have worked on numerous Proposition 218 rate increases for water and sewer services. I work with staff to ensure the process is followed including the rate study, notices of public hearing, and hearing procedures. I have worked with staff on sales tax ballot measures. Finally, I also provide legal opinions and advice on impact fees and other city fees.

- **Employment Matters and Labor Relations**

I have a very well rounded background in personnel and labor relations: legal advisor to staff and Council, prosecuting attorney in discipline matters, legal advisor to personnel boards, negotiator, mediator, and neutral investigator in workplace investigations. Subject matter wise, I handle the wide spectrum of legal services regarding personnel matters: recruitment, hiring, benefits, evaluation of employees, discipline, leaves of absence, discrimination, harassment, and labor negotiations. Additionally, personnel policies and are in constant need of updating to ensure compliance with State and federal laws as well as to ensure internal consistency and I have worked with many clients on providing that service.

As city attorney for various cities I have overseen employment law matters and dealt directly with the Mayor, Council, City Manager, and department directors in employment matters. I work hand in hand with special counsel retained to assist with the meet and confer process and have also “sat at the table” in negotiations. I have also provided special counsel employment law services to public entities.

I have experience advising governing boards and management on labor grievances as well as supervising attorneys in those types of proceedings. I have advised and represented cities in labor grievances, hearings and mediations. During the recession, I guided clients through layoffs and reductions in hours as well as furlough issues. I have recommended, drafted and reviewed MOU language.

- **Litigation**

As City Attorney for Fresno, I was responsible for all litigation involving the City. I oversaw litigation relating to contract, land use, CEQA, tort liability, civil rights, elections, redevelopment, eminent domain, personnel, officer-involved shootings, and code enforcement. This included litigation performed in-house by the City Attorney’s Office as well as by contract counsel. Some noteworthy cases include: *N.T. Hill, Inc. v. City of Fresno* (1984) 72 Cal.App.4<sup>th</sup> 977 (impact fees); *City of Fresno v. People ex rel. Fresno Firefighters, IAFF Local 753* (1999) 71 Cal.App.4<sup>th</sup> 82 (Meyers-Milias-Brown Act); *Howard Jarvis Taxpayers Assn. v. City of Fresno* (2005) 127 Cal.App.4<sup>th</sup> 914 (Proposition 218); *AHDC v. City of Fresno* (9<sup>th</sup> Circuit 2006) 433 F.3d 1182 (complex federal case involving TEFRA hearing, closed sessions, fair housing issues).

The Cities of San Joaquin and Kerman have not been involved in litigation since I became City Attorney. I have interfaced with special counsel in completing litigation. I successfully concluded a civil rights claim against the City of Lathrop. I guided the City

of Orange Cove through litigation matters that preceded my tenure and monitored a business litigation case and development case. Currently, I am overseeing the defense by Special Counsel in a case against San Joaquin.

In 2012, I was retained to negotiate a settlement and litigate in a case involving the San Francisco Forty Niners and the Oversight Board for the City of Santa Clara Successor Agency to the Redevelopment Agency. The litigation was successfully resolved through a complex resolution process which resulted in the flow of tax monies to various public entities. In 2014 I was retained to defend the Oversight Board for the City of San Jose Successor Agency in a case involving the Oakland A's. My work resulted in dismissal of the case.

- **Elections Code**

I have worked on various special and regular election matters over the years including advice to the City Clerk, preparation of resolutions, and conferring with the County Election Office. I was Assistant City Attorney when I was tasked with drafting the strong mayor charter provisions which resulted in a change of government for the City of Fresno. I have prepared ballot measure resolutions for Charter and general law cities. My experience includes recall, referendum, and initiative proceedings. The Elections Code can be challenging as it is not always as clear as one would want it to be. Great care must be taken in crafting election resolutions, advising the City Clerk as the Elections Official and working with the Fresno County Elections Office.

- **Preparation and Review of Ordinances, Resolutions and Documents**

I have prepared hundreds of ordinances and resolutions as well as numerous city charter measures over the years. The subject matter has included all aspects of municipal law including but not limited to code enforcement, governance, elections, contracts, land use, and business regulations.

## **B. Shannon Chaffin**

Shannon Chaffin currently serves as City Attorney for the cities of Arvin and Yuba City; General Counsel for the Friant North Authority, Del Rey Community Services District; and Madera County Transportation Commission, and Assistant City Attorney for the City of Suisun City. He has served as the Assistant City Attorney for the cities of Sanger and San Joaquin, and previously advised the City of Fresno as part of the City Attorney's Office, where he was primary legal counsel for the General Plan update and served as advisor to the City of Fresno Planning Commission, along with a number of other boards and commissions and city departments. He has presented AB 1234 training, multiple Advanced CEQA workshops including for the Association of Environmental Professionals, as well as other conferences including the American Planning Association state conference. His resume is attached in Exhibit A.

He has extensive City Attorney experience, and regularly advises regarding municipal law issues including Brown Act matters, Political Reform Act, conflicts of interest, preparation of ordinances, contract, project negotiations, liability and land use issues.

He also has a strong background in all aspects of land use law, including property acquisition, the entitlement process, CEQA, impact fees, subdivision requirements, planned developments, development agreements, growth management, preparing of general plans and specific plans, plan and Housing Element updates, and updates to zoning codes to remain consistent with state laws. Recently Mr. Chaffin successfully assisted with the remediation and development of a former landfill site including a project proposing more than 800,000 square feet of luxury commercial retail, two hotels, multiple restaurants, and over 1,500 residential units.

**C. Roy C. Santos**

Roy Santos is currently the City Attorney for King City, Assistant City Attorney for the City of Arvin and Yuba City, and Assistant General Counsel for the Friant North Authority. His legal practice is focused on all aspects of representing public agencies, including matters involving cannabis regulations, Propositions 218 and 26 rate setting, Brown Act, civil litigation, labor and employment, POBR, FOBR, Pitchess motions, civil and criminal code enforcement, civil rights, Government Tort Claims Act, public records requests, conflicts of interest, investigations, writ of mandate actions, habeas petitions, eminent domain, preparing ordinances and resolutions, community choice aggregation/energy, contract preparation and negotiations, franchise agreements, and development agreements. Mr. Santos has become highly knowledgeable on cannabis regulations and guided his clients through enactment of ordinances regarding cultivation and dispensaries.

Mr. Santos previously served as the lead attorney for all litigation matters being handled by the Madera County Counsel's office and has also served as City Attorney for the City of Firebaugh and Deputy City Attorney for the cities of Coalinga, Clovis, Fowler, Lemoore, Parlier, Reedley, and Sanger. Please see Exhibit A for Mr. Santos' resume.

**D. Michelle Sassano**

Michelle Sassano has focused her practice on public entities advising and defense. She has defended public entities and their employees in complex and high profile cases. Her practice has included representation of cities, counties, and school districts. She has also represented employees of public entities including police officers, deputy sheriffs, probation officers, district attorneys, correctional officers, superintendents, and teachers. She has experience in all aspects of litigation from inception to trial and appeal. She has conducted and defended numerous depositions, prepared and argued motions, mediations, settlement conferences and arbitrations. She has successfully tried cases in both state and federal court.

Based on the interim nature of this assignment and the limited information regarding the actual needs of the City, pending matters, and complexity of matters, I believe an hourly fee works best for both the City and me. With my experience and knowledge, I bring efficiencies and reduced costs to my clients.

But note, if the fees are the only concern or issue that the City may have with this proposal, I am happy to sit down and discuss an alternative arrangement.

#### IV. FEE SCHEDULE

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I understand the economic climate and its severe impact on public agencies. My broad public sector knowledge and expertise allow me to provide high quality, professional services efficiently and at a fair and reasonable cost. I am a hands-on person and do not delegate work to inexperienced associates who may charge less per hour but take longer to do the work. This often leads to multiple attorneys working on the same matter which in the end can cost the City more even if the hourly rate is less. Clients' experience is that their legal costs are down with my representation even if hourly rates may be higher.

##### Hourly Fees

Attorney	\$240.00 for General Services
Attorney	\$295.00 for Special Services
Legal Assistant/Paralegal	\$95.00

The term "General Services" includes all legal services in all subject areas and regardless of complexity except matters listed under Special Services below.

The term "Special Services" includes Pitchess Motions, Administrative Hearings, and Litigation-related matters.

Travel time is not charged for City Council meetings, Successor Agency meetings, Planning Commission meetings, and two Staff meetings per month.

##### No Reimbursement

No fees will be charged for routine photocopying, mail, and faxes. Actual costs will be charged for extraordinary printing, mailings, couriers, recording of documents, as well as consultants and experts preapproved by Madera. Mileage reimbursement will not be requested.

##### Billing and Collection -- Invoicing

The need for accurate, organized, and timely billing statements is critical. Monthly statements are sent by the seventh day of the month following the month in which services are provided.

Invoices reflect subject matter heading, date, description of work performed, hourly rate, and amount for each item. I will meet with appropriate staff to customize billing numbers, billing categories, and billing format. Billing statements will contain sufficient specificity to allow the City of Madera to see clearly what services have been performed for each billing number or category requested by the City.

V.  
**CLIENT REFERENCES**

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**City of Kerman**

John Kunkel, City Manager  
850 S. Madera Ave.  
Kerman, CA 93630  
Phone: (559) 846-9450  
Email: [Jkunkel@cityofkerman.org](mailto:Jkunkel@cityofkerman.org)

**City of Sanger**

Tim Chapa, City Manager  
1700 7<sup>th</sup> Street  
Sanger, CA 93657  
Phone: (559) 876-6300, Ext. 1500  
Email: [tchapa@ci.sanger.ca.us](mailto:tchapa@ci.sanger.ca.us)

**Selma-Kingsburg-Fowler County Sanitation District**

Nathan Magsig, Board Member  
2281 Tulare St.  
Fresno, CA 93721  
Phone: (559) 600-5000  
Email: [nmagsig@co.fresno.ca.us](mailto:nmagsig@co.fresno.ca.us)

VI.  
**PROOF OF INSURANCE**

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Montoy Law Corporation maintains professional liability insurance with Lawyers Mutual with coverage in the amounts required under Exhibit 2 of the RFP. Montoy Law Corporation also maintains a Business Insurance Policy through Hartford Spectrum and a Workers' Compensation and Employers Liability Policy through The Hartford in the amounts required. The City its officers, employees and agents shall be named as an additional insureds under each policy upon execution of contract. Montoy Law Corporation will provide the City with proper certificates demonstrating the types and amounts of insurance coverage as specified in the Request for Proposal.

## EXHIBIT A

- HILDA CANTÚ MONTOY RÉSUMÉ
- SHANNON CHAFFIN RÉSUMÉ
- ROY C. SANTOS RÉSUMÉ
- MICHELLE SASSANO RÉSUMÉ

## HILDA CANTÚ MONTÓY

2440 Tulare St. Suite 410 • Fresno, CA 93721 • 559-579-1924 • 559-579-1923 (Fax) • [hildac@montoylaw.com](mailto:hildac@montoylaw.com)

Hilda Cantú Montóy is the principal of Montóy Law Corporation. She currently serves as the City Attorney for the Cities of Kerman, Sanger, and San Joaquin; General Counsel for Selma-Kingsburg-Fowler County Sanitation District, Exeter District Ambulance, and Calwa Recreation and Park District. Her special assignment clients include: City of Merced Personnel Board, Madera Unified School District Personnel Board, and the Santa Clara County Oversight Board.

Hilda received a B.A. from Stanford University in 1973 and a law degree from Stanford Law School in 1976. She has served as City Attorney for the City of Fresno (1995-2006); Public Practice Department Chair for Dowling, Aaron and Keeler, Inc. (2006-2009); special counsel to numerous public agencies and cities in the Central Valley; and Assistant Regional Counsel for the U.S. Community Services Administration.

Hilda has been active in the League of California Cities – City Attorneys Department and has served on various League committees and/or presented at League meetings over the years, including the Ad Hoc Due Process Committee (2005); Open and Public IV: A Guide to the Ralph M. Brown Act,” Editorial Board (2006); and Fair Political Practices Commission Committee. She has been a speaker and panelist at public attorney seminars on various subjects including public lawyers and ethics; relationships with governing boards; the Brown Act; due process; public law office management; and was a contributing editor for The Rutter Group California Practice Guide for Employment Litigation (2009). Locally, she has conducted AB 1234 Ethics Training, and has taught municipal law at San Joaquin College of Law.

Hilda has been active in several community organizations and boards. She has served on various Boards of Directors (Federal Bar Association-San Joaquin Valley Chapter; Fresno County Bar Association; St. Agnes Medical Center; United Health Centers; Centro La Familia; Maddy Institute; and the Fresno Metropolitan Museum); California School Personnel Commissioners Association; La Raza Lawyers Association; Fresno County Women Lawyers; Stanford Alumni Association Executive Board; and the State Center Community College District Personnel Commission.

In 1995, she was honored as one of Fresno’s Top Ten Professional Women of the Year. In 2003, she was named “Woman of the Year” for the Thirty-First Assembly District. In 2007 she received the Justice Pauline Hanson Award.

### PRACTICE AREAS

- Public Agency Law
- Ethics and Open Government
- Personnel and Labor Relations

### PUBLIC OFFICES

#### City Attorney

- City of Kerman
- City of Sanger
- City of San Joaquin

#### General Counsel

- Exeter District Ambulance
- Selma-Kingsburg-Fowler CSD
- Calwa Recreation and Park District

### EDUCATION

- Stanford Law School, JD
- Stanford University, BA

### ADMISSIONS

- US District Court, Northern, CA
- US District Court, Eastern, CA
- State Bar of California

### HONORS AND AWARDS

- Justice Pauline Hanson Award, 2007
- Rebozo Award – Arte Americas, 2006
- Woman of the Year – State Legislature, 2003
- Top 10 Professional Women of the Year, 1995
- Honorary Chair - American Diabetes Association Hispanic Education Kick Off, 1999
- “Special Recognition Award” Presented by La Raza Lawyers Association, 1996
- “Latinas Beyond Boundaries Award” Presented by Central California Hispanic Chamber of Commerce, 1997, 2001
- Outstanding Leadership Award in "Legal/Justice" Category, Presented by Assembly Member Sarah Reyes, 1999
- Appreciation Award Presented by Mexican American Legal Defense and Education Fund, 1998
- Recognition Award Presented by League of Mexican American Women, 1997

## SHANNON L. CHAFFIN

Shannon L. Chaffin is an Equity Partner in the Central Valley office handling a wide variety of legal issues including land use, environmental, municipal law, and all aspects of representing public agencies. Mr. Chaffin has been representing public agencies throughout the State ranging from cities in Sutter County to Los Angeles County. Mr. Chaffin currently serves as City Attorney for the City of Arvin and Yuba City; District Counsel for the Del Rey Community Services District, General Counsel for the Friant North Authority and the Madera County Transportation Commission; and Assistant City Attorney for King City.

Mr. Chaffin has served as the primary legal counsel for comprehensive updates for General Plans, special plans, and zoning ordinances, and has a broad range of experience with a variety of municipal law issues ranging from municipal transparency and ethics, to oil and gas operations and development of large retail and housing projects. He also has experience in hundreds of litigation proceedings involving matters including contract enforcement, personal injury, asset recovery, bond enforcement, bankruptcies, stop notices, land use approvals, CEQA challenges, civil rights and employment claims, and mediations and negotiations. Mr. Chaffin has assisted law enforcement as an “on call” attorney for officer involved shootings and uses of critical force, and trained city staff for court testimony. He has presented AB 1234 training, multiple advanced CEQA workshops including for the Association of Environmental Professionals, and other conferences including the American Planning Association State Conference.

Mr. Chaffin previously served as a Senior Deputy City Attorney for the City of Fresno, where for 10 years he worked in the Advisory and Litigation Units. In addition to his experience as City Attorney for multiple jurisdictions, Mr. Chaffin has also advised Planning Commissions, Historic Preservation Commission, Rent Stabilization Commission, Housing and Community Development Commission, and other commissions.

Graduating with honors from the J. Reuben Clark Law School at Brigham Young University, Mr. Chaffin was also member of the Board of Advocates. He served as a summer associate for the U.S. Army JAG at Fort Irwin, and after receiving his Juris Doctorate, practiced in the private sector handling complex business litigation, commercial law, real estate and civil litigation matters. Mr. Chaffin has a Bachelor of Arts, with honors, from Hillsdale College, Michigan, where he majored in Political Economics and History.

### PRACTICE AREAS

- Environment & Natural Resources
- Ethics & Open Government
- Land Use & Zoning

### PUBLIC OFFICES

#### City Attorney

- City of Arvin
- Yuba City

#### Assistant City Attorney

- King City

#### District Counsel

- Del Rey Community Services District

#### General Counsel

- Friant North Authority
- Madera County Transportation Comm.

### EDUCATION

- Brigham Young University Law School  
JD 2000, *cum laude*
- Hillsdale College, BA 1997  
*magna cum laude*

### ADMISSIONS

- State Bar of California
- US Bankruptcy Court, Eastern, CA
- US District Court, Eastern, CA
- US District Court, Northern, CA

### AFFILIATIONS

- International Municipal Lawyers Assoc.
- Assoc. of Environmental Professionals

## ROY C. SANTOS

Roy C. Santos is an attorney in the Fresno office and currently serves as the City Attorney for the City of King; General Counsel for Salinas Valley Solid Waste Authority; and Assistant City Attorney for the Cities of Arvin and Yuba City. Mr. Santos is a member of the firm's City Attorney, Litigation, Public Safety, Code Enforcement and Labor and Employment Practice Groups. His legal expertise is focused on all aspects of representing public agencies, including matters involving land use, code enforcement, writ of mandate actions, habeas petitions, eminent domain, unlawful detainer, PBOR, FBOR, Pitchess, employment law, civil rights and the Government Tort Claims Act. His career and educational opportunities have provided him with a diversity of valuable legal experience.

Mr. Santos began his legal career in 2001 as a litigation paralegal for one of the premier intellectual property and antitrust law firms on the west coast. He continued his work as a paralegal while attending law school at the University of San Francisco. After taking the bar in 2008, he was hired by that firm as a contract attorney to work on a complex multi-million dollar carbon fiber antitrust law suit.

Mr. Santos has extensive experience managing all aspects of a case, from its inception through trial. As part of his trial practice, Mr. Santos has defended and conducted depositions, prepared and argued pre/post-trial motions and conducted negotiations, mediations and arbitrations. He has also conducted bench and jury trials in both state and federal courts. In addition, Mr. Santos has experience litigating numerous appeals, including successfully advocating on behalf of his clients before the Ninth Circuit Court of Appeals and the California Court of Appeal, Fifth Appellate District.

Prior to joining the firm, Mr. Santos served as the City Attorney for the City of Firebaugh, and as a Deputy City Attorney for the cities of Coalinga, Clovis, Fowler, Reedley, Sanger, Parlier, and Lemoore. He was the lead attorney for code enforcement, subpoenas, Public Records Act requests and writ petitions. Additionally, Mr. Santos was responsible for the day to day advisory and transactional legal services of each city. He served as Deputy County Counsel for the County of Madera and was the lead attorney responsible for litigation, code enforcement, public records act requests, habeas petitions and all legal matters relating to the Madera County Sheriff's Office, Dept. of Corrections, Dept. of Probation and Animal Services.

### PRACTICE AREAS

- City Attorney
- Public Safety
- Code Enforcement
- Labor and Employment
- Litigation
- Risk Management & Torts

### PUBLIC OFFICES

#### City Attorney

- City of King

#### General Counsel

- Salinas Valley Solid Waste Authority

#### Assistant City Attorney

- City of Arvin
- Yuba City

#### Assistant General Counsel

- Friant North Authority

### EDUCATION

- University of San Francisco, J.D. 2008
- University of California, Davis, Dual B.A. in Political Science and Sociology 2001

### ADMISSIONS

- State Bar of California, 2008
- U.S. Court of Appeals, 9th Circuit
- U.S. District Court, Northern, CA
- U.S. District Court, Eastern, CA

### AFFILIATIONS

- Fresno Bar Association
- Federal Bar Association
- La Raza Lawyers, Central Valley Chapter
- League of California Cities, South San Joaquin Valley Division

### CERTIFICATES/AWARDS

- Intellectual Property, University of San Francisco, 2008
- Building Trial Skills, The National Institute for Trial Advocacy, 2015
- Super Lawyer Rising Star. 2018

## **MICHELLE E. SASSANO**

Michelle Sassano is an associate in the Fresno office. She is a member of the firm's litigation, risk management and torts, labor and employment law, and contract and public works groups. Ms. Sassano's litigation experience includes torts liability, civil rights claims, wrongful death, excessive force, police search and seizure, premises liability, negligent supervision/child abuse, and discrimination and harassment. Ms. Sassano has seen numerous cases through trial as the handling attorney and second chair.

Ms. Sassano started her legal career in 1996 as a litigation paralegal in the area of real property and employment law. Upon starting law school, she became a law clerk in the areas of public entity defense, employment law and general business litigation. She remained a law clerk until she passed the bar in 2004.

Upon passing the bar, Ms. Sassano has focused her practice on public entities advising and defense. She has defended public entities and their employees in complex and high profile cases. Her practice has included representation of cities, counties, and school districts. She has also represented employees of public entities including police officers, deputy sheriffs, probation officers, district attorneys, correctional officers, superintendents, and teachers. She has experience in all aspects of litigation from inception to trial and appeal. She has conducted and defended numerous depositions, prepared and argued motions, mediations, settlement conferences and arbitrations. She has successfully tried cases in both state and federal court.

Ms. Sassano graduated from San Joaquin College of Law, with high honors. While in law school she was part of the San Joaquin Agricultural Law Review team. Ms. Sassano received her Bachelor's degree in Communicative Disorders, Deaf Education. Ms. Sassano is active in community organizations and youth events. Ms. Sassano has volunteered her time to assist mock trial teams in preparing for competition in Madera County as well as a scoring attorney in Fresno competitions.

### **PRACTICE AREAS**

- Risk Management and Torts
- Labor & Employment
- Litigation
- Contracts & Public Works
- Public Safety

### **PUBLIC OFFICES**

#### **Assistant City Attorney**

- Suisun City

### **EDUCATION**

- San Joaquin College of Law, High Honors, JD 2004
- Cal State University, Fresno, BA 1994

### **ADMISSIONS**

- State Bar of California, 2004
- U.S. Court of Appeals, 9th Circuit
- U.S. District Court, Eastern, CA