

**EMPLOYMENT AGREEMENT
FOR CITY OF MANTECA
INTERIM CITY ATTORNEY**

This Agreement is entered into, effective this **September 16, 2025 through March 15, 2026**, by and between the **City of Manteca**, a municipal corporation (hereinafter called the “CITY”) and **RIANA DANIEL** (hereinafter called “DANIEL”) (together the “Parties”).

R E C I T A L S

WHEREAS, the City Council of the City of Manteca is desirous of employing DANIEL to act as and perform the duties of the Interim City Attorney;

WHEREAS, DANIEL represents that she is qualified to perform the duties and services of the position of Interim City Attorney and is agreeable to filling that position;

WHEREAS, the CITY has established and set forth the duties, conditions, and responsibilities of the position of Interim City Attorney and DANIEL has reviewed such items;

WHEREAS, the City represents that the appointment of DANIEL as Interim City Attorney helps to ensure the CITY has adequate staffing and maintains consistency with the CITY staff;

WHEREAS, it is the desire of the CITY and DANIEL to enter into this interim employment agreement (“Agreement”) concerning compensation, benefits, terms and conditions of her employment as the Interim City Attorney, effective September 16, 2025 through March 15, 2026;

WHEREAS, DANIEL recognizes, acknowledges, agrees, and understands that the CITY has the absolute right and ability to conduct an external recruitment for a permanent City Attorney at any point during her tenure as Interim City Attorney or to end her appointment as Interim City Attorney at any point during this term, consistent with this Agreement;

WHEREAS, the Parties agree that as Interim City Attorney, DANIEL shall serve at the behest and pleasure of the City Council as an at-will employee for purposes of this Agreement;

WHEREAS, the Parties recognize, acknowledge and agree that DANIEL’s probationary status as Deputy City Attorney/Interim Assistant City Attorney is suspended as of September 15, 2025, the date prior to the at-will Interim City Attorney appointment; if DANIEL is transferred back to the position of Deputy City Attorney or Interim Assistant City Attorney, probationary status will resume; and

WHEREAS, the Parties agree that upon the conclusion of DANIEL’s Interim City Attorney appointment, DANIEL will have the option to return to her position as Interim Assistant City Attorney unless DANIEL resigns from her Interim City Attorney appointment or her appointment is terminated for cause; and

WHEREAS, the Parties recognize, acknowledge and agree that nothing herein shall jeopardize the rights and tenure of DANIEL regarding her position as Interim Assistant City Attorney.

INITIALS OF DANIEL: _____

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **EMPLOYMENT AND TERM:** CITY hereby employs DANIEL, and DANIEL hereby accepts employment with the CITY in the position of Interim City Attorney, on the terms and conditions and for the compensation set forth herein, for the term **beginning September 16, 2025 through March 15, 2026 at 6:00 p.m.**, unless terminated earlier as set out herein.
 - a. The CITY may terminate this Agreement without cause by providing DANIEL ten (10) calendar days' written notice.
 - b. DANIEL may terminate this Agreement without cause by submitting a thirty (30) days' written notice of termination to the CITY. If DANIEL voluntarily resigns from the position of Interim City Attorney, she will provide the CITY with a minimum of thirty (30) days' advance written notice.
 - c. During the periods subsequent to said written notice of resignation and/or termination (by either the CITY or DANIEL), DANIEL shall continue to discharge her duties as Interim City Attorney to the best of her ability, unless the City Council opts, in their sole discretion, to place DANIEL on paid leave during all or any portion of said period.
 - d. Notwithstanding the above, the Parties agree, and DANIEL explicitly acknowledges, that should the CITY find a permanent City Attorney during the term set out above, said time frames may become null and void at the sole election and discretion of the CITY, the CITY may appoint a permanent City Attorney, and provide DANIEL anywhere from two (2) to four (4) weeks' notice to conclude this Agreement.
 - e. The Parties further agree, and DANIEL acknowledges, understands, and agrees, that nothing herein precludes and/or limits the CITY from conducting an external recruitment for a permanent City Attorney during the term set out in this Agreement.
 - f. In the event that the CITY appoints a permanent City Attorney during the term of this Agreement who is not DANIEL, DANIEL will be returned to her former position as Interim Assistant City Attorney and any applicable probationary period for that position will resume.
 - 1) If DANIEL resigns from her appointment as Interim City Attorney without providing adequate notice under Paragraph 1(b) or the CITY terminates DANIEL's appointment for cause or disciplinary reasons, DANIEL will not be reinstated to her former position as Interim City Attorney consistent with the applicable City of Manteca Personnel Rules and Regulations.
 - g. At the expiration of this Agreement and any extensions, or upon termination of this

Agreement by either Party, DANIEL may resign from her previous position as Deputy City Attorney/Interim Assistant City Attorney.

- h. At the expiration of this Agreement and any extensions, DANIEL will be returned to her previous appointment as Interim City Attorney and any probationary period shall resume.

2. DUTIES, FUNCTIONS, AND REPORTS: CITY hereby employs DANIEL as Interim City Attorney to perform the duties of the City Attorney as set forth in the CITY's current job description and the Manteca Municipal Code, Chapter 2.09, which is incorporated into this Agreement by reference as if set forth in full. The Parties further agree:

- a. DANIEL shall perform her obligations and responsibilities diligently and within the time parameters indicated by the City Council, and shall apply the highest degree of professionalism, ethics, integrity, and competency to the discharge of every aspect of her obligations.
- b. DANIEL shall not engage in any activity that is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. DANIEL shall comply fully with her reporting and disclosure obligations under regulations promulgated by the Fair Political Practices Commission ("FPPC").
- c. DANIEL agrees to remain in the exclusive employ of the CITY during the term of this Agreement. DANIEL shall dedicate her full energies and qualifications to her employment as the Interim City Attorney and shall not engage in any other employment except as may be specifically approved in writing in advance by the City Council.
- d. DANIEL shall devote her full time to her position as Interim City Attorney and shall generally work normal office hours consistent with CITY guidelines. It is recognized that DANIEL may have to devote time outside the normal office hours to business or related business activities, meetings, correspondence, and/or functions of the CITY, and to that end, DANIEL will need to exercise a flexible work schedule.
- e. In general, DANIEL shall perform all duties and functions specified in the CITY's Municipal Code, ordinances, resolutions, policies, and the responsibilities set out in the job description and municipal ordinances for City Attorney.
- f. DANIEL shall not spend any time consulting on and/or working on non-CITY connected business without the prior approval of the City Council. Such outside business activities shall not interfere with the performance of DANIEL's duties under this Agreement.
- g. Consistent with the CITY's Municipal Code, DANIEL shall report to the City Council.

3. COMPENSATION: CITY agrees to pay DANIEL a base salary of **\$203,401/year (paid semi-monthly)** subject to applicable payroll taxes and withholdings, for services under this Agreement. Payments will be made on regularly scheduled CITY payroll dates, and shall be subject to all applicable payroll taxes and withholdings. DANIEL's benefits and coverages shall be tied to Executive Management Team Compensation and Benefits Plan only for the

duration of this term. All other benefits for DANIEL shall be set out in this Agreement in Section 4.

4. **CAR ALLOWANCE AND OTHER EXPENSES.** CITY shall provide DANIEL a car allowance of \$500 per month (\$250 per semi-monthly pay period) for the use of her personal vehicle for all CITY business and related travel, and all other business purposes. CITY shall provide DANIEL, if she so elects, with a CITY issued cell-phone or cell-phone stipend of \$120 per month (\$60 per semi-monthly pay period), and CITY issued laptop during the duration of her term as Interim City Attorney, which DANIEL shall surrender to the CITY following the end of her term, the request of the City Council, and/or the end of this Agreement, whichever occurs earlier. The CITY may also approve that DANIEL attend select conferences and/or continuing education meetings/summits, subject to City Council approval.
5. **LIABILITY.** Subject to the terms and limitations of the Government Claims Act (Government Code sections 810 *et seq.*), CITY agrees to indemnify, hold harmless and defend at its expense DANIEL from any and all claims, actions, losses, damages, charges, and expenses, including attorneys' fees to which DANIEL may be subject to, arising out of, or resulting from the performance of this Agreement and DANIEL's duties hereunder. This section shall not apply to liability incurred by DANIEL for actions that are outside the scope of services or which result from willful or malicious conduct or gross negligence.
6. **NO PROPERTY RIGHT IN EMPLOYMENT.** DANIEL understands and agrees that the term of her employment as Interim City Attorney is governed only by this Agreement and that no right of regular employment for any specific term is created by this Agreement. DANIEL further understands that she acquires no property interest in her employment as Interim City Attorney by virtue of this Agreement, that the employment of her as Interim City Attorney is "at will," as defined by the laws of the State of California (meaning that she can be terminated at any time for any reason or for no reason), and that she is not entitled to any pre- or post-deprivation administrative hearing or other due process upon termination or any disciplinary action, including, but not limited to, any appeal procedures set forth in the Manteca Personnel Rules and Regulations. Provided, however, nothing herein shall interfere with the rights DANIEL has regarding her position as Deputy City Attorney/Interim Assistant City Attorney.
7. **NOTICE.** Notices required pursuant to this Agreement shall be given by personal service upon the Party to be notified or by delivery of same to the custody of the United States Postal Service, or its lawful successor, postage prepared and addressed as follows:

<p>If to CITY:</p> <p>City of Manteca 1001 W. Center Street Manteca, CA 95337 Attention: City Council</p>	<p>If to DANIEL:</p> <p>Address on file with the CITY.</p>
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8. **NON-ASSIGNMENT OF AGREEMENT.** This Agreement is intended to secure the individual services of DANIEL and is not assignable and/or transferable by DANIEL to any third party.
9. **GOVERNING LAW AND VENUE.** This Agreement shall be interpreted according to the laws of the State of California. The exclusive venue to resolve any disputes related to this Agreement shall be the Superior Court for the County of San Joaquin, California.
10. **ENFORCEABILITY AND SEVERABILITY.** If any term, covenant, condition, section, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
11. **CONFLICT OF INTEREST.** DANIEL agrees that during the term of this Agreement, she will not maintain any financial interest or engage in any other contract employment, occupation, work, endeavor, or association, whether compensated or not, that would in any way conflict with, or impair DANIEL'S ability to perform the duties described in this Agreement. Any work performed for CITY outside the terms of this Agreement must be approved in advance in writing by the City Council. DANIEL agrees to disclose whether she is performing work for any other CalPERS public agency employer as required by this Agreement.
12. **ENTIRE AGREEMENT; APPLICABILITY; AND MODIFICATION.** This Agreement constitutes the entire understanding of the Parties hereto. This Agreement supersedes any previous contracts, agreements, negotiations or understandings, whether written or oral, between the Parties. DANIEL shall be entitled to no other compensation or benefits than those specified herein, and DANIEL acknowledges that no representation, inducements or promises not contained in this Agreement have been made to DANIEL to induce DANIEL to enter into this Agreement. No changes, amendments, or alterations hereto shall be effective unless in writing and signed by both Parties. DANIEL understands that no oral modifications of this Agreement made by any officer, agent, or employee of CITY is effective. DANIEL specifically acknowledges that in entering into and executing this Agreement, she relies solely upon the provisions contained herein and no others. To the extent applicable and/or permitted by law, this Agreement shall apply retroactively.
13. **NO PRESUMPTION OF DRAFTER.** The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement, and, therefore, no presumption for or against validity or as to any interpretation, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this Agreement.
14. **ASSISTANCE OF COUNSEL.** Each Party to this Agreement warrants to the other Party that the Party has either had the assistance of counsel in negotiation for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain such assistance.

15. COMPLIANCE WITH AB 1344. Notwithstanding any other provision of this Agreement, CITY and DANIEL agree to fully comply with the Government Code sections that are part of AB 1344, as it became effective on January 1, 2012 (“AB 1344”), and to fully comply with other applicable law as it exists as of the date of execution of this Agreement, and as the Agreement may be amended from time to time thereafter. In that regard, the following Government Code sections are hereby incorporated into the terms of this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position,

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position,

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position,

§53243.3. Reimbursement of non-contractual payments upon conviction or crime involving office or position and

§53243.4. Abuse of office or position defined.

DANIEL has reviewed, is familiar with, and agrees to comply fully with each of those provisions if any are ever applicable to DANIEL, including that DANIEL agrees that any cash settlement or severance DANIEL may receive as a result of any termination shall be fully reimbursed to the CITY if DANIEL is convicted of a crime involving an abuse of her office or position.

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IN WITNESS WHEREOF, the above Parties have executed this Agreement as of the date first written above:

CITY OF MANTECA:

RIANA DANIEL:

By: _____
Gary Singh, Mayor

ATTEST

Cassandra Candini-Tilton, City Clerk

REVIEWED AS TO FORM:

Stephanie Van Steyn, Director of Human Resources

Matthew Boring, Interim Finance Director

APPROVED AS TO FORM
Outside Counsel:
