

ATTACHMENT 2
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**EMPLOYMENT AGREEMENT FOR CITY OF MANTECA
DEPUTY FIRE CHIEF (EXTRA HELP)**

This Agreement is entered into, effective this **7th day of January 2026 through December 31, 2026** (or another mutually agreed upon date by the Parties, and/or subject to the terms of this Agreement), by and between the **City of Manteca**, a municipal corporation (hereinafter called the “CITY”) and **Eric Oliveri** (hereinafter called “OLIVERI”) (together the “Parties”).

R E C I T A L S

WHEREAS, the City of Manteca is desirous of employing OLIVERI to act as and perform the duties of a Deputy Fire Chief (Extra Help), assisting the City’s Fire Department;

WHEREAS, OLIVERI represents that he is qualified to perform the duties and services of the position;

WHEREAS, the CITY has established and set forth the duties, conditions, and responsibilities of the position of Deputy Fire Chief (Extra Help) for OLIVERI;

WHEREAS, the City represents that the appointment of OLIVERI as Deputy Fire Chief (Extra Help) helps to ensure the CITY has adequate staffing and to address Fire Department project needs, as noted herein;

WHEREAS, it is the desire of the CITY and OLIVERI to enter into this employment agreement (“Agreement”) concerning compensation, benefits, terms and conditions of his employment as Deputy Fire Chief (Extra Help), effective January 7, 2026;

WHEREAS, the recitals set out above shall be incorporated herein; and

WHEREAS, the Parties agree that OLIVERI shall serve at the behest, direction, and pleasure of the Fire Chief.

INITIALS OF OLIVERI: _____

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **EMPLOYMENT AND TERM:** CITY hereby employs OLIVERI, and OLIVERI hereby accepts employment with the CITY in the position of Deputy Fire Chief (Extra Help), on the terms and conditions and for the compensation set forth herein, for the term **beginning January 7, 2026 through December 31, 2026**, unless terminated earlier (or extended longer) as set out herein, or as mutually agreed upon by the Parties.
 - a. The CITY may terminate this Agreement without cause on forty-eight (48) hours’ notice. The Parties understand and agree that, in the event of said termination, OLIVERI shall not be entitled to any severance.

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- b. OLIVERI may voluntarily resign from the extra-help position of Deputy Fire Chief (Extra Help), by submitting a forty-eight (48) hours' written notice.
 - c. During the period subsequent to said written notice of resignation or termination (by either the CITY or OLIVERI), OLIVERI shall continue to discharge his duties as Deputy Fire Chief (Extra Help) to the best of his ability.
2. **DUTIES, FUNCTIONS, AND REPORTS:** CITY hereby employs OLIVERI as Deputy Fire Chief (Extra Help) so that the City may utilize his specialized skills in the project area of programming, testing, installation and implementation of its Fire Department communication systems; this is a critical need in the department and current management staff requires specialized assistance due to the backlog of work. The Parties further agree:
- a. OLIVERI shall perform his obligations and responsibilities diligently and within the reasonable time parameters, in accordance with Section 2C of this Agreement, indicated by the Fire Chief, and shall apply the highest degree of professionalism, ethics, integrity, and competency to the discharge of every aspect of his obligations.
 - b. OLIVERI shall not engage in any activity that is or may become a conflict of interest, prohibited contract, undue influence, and/or which may create an incompatibility of office as defined under California law. OLIVERI shall comply fully with his reporting and disclosure obligations under regulations promulgated by the Fair Political Practices Commission ("FPPC").
 - c. OLIVERI shall work on an "as needed" basis, as mutually agreed upon by OLIVERI and the Fire Chief. OLIVERI shall inform the Fire Chief on days when he will not be available. Pursuant to Government Code section 21224 and section 7522.56(d), OLIVERI is allowed to work a maximum of 960 hours per fiscal year for all public employers that contract with CalPERS for retirement benefits. If OLIVERI's annual hours are approaching 960, the CITY retains the right to summarily suspend OLIVERI's duties under this Agreement and to reassign any scheduled hours as needed, to ensure that OLIVERI does not exceed the maximum hours allowed by this Agreement.
 - d. OLIVERI shall be responsible for keeping track of his hours worked and shall submit those hours to the attention of the Fire Chief.
 - e. OLIVERI understands that pursuant to Government Code section 7522.56(d) CalPERS retired annuitants may be employed by a CalPERS public agency employer, by temporary appointment to a position not to exceed 960 hours in any fiscal year for all such employers; either (1) during an emergency to prevent stoppage of public business, or (2) because the retired employee has skills needed in performing the work of limited duration. In the event OLIVERI is providing service to any other CalPERS public agency employer during the term of this Agreement, OLIVERI must notify CITY of such employment and disclose on a periodic basis (at a frequency determined by CITY) the number of hours OLIVERI is performing for that other public agency to ensure that the maximum number of hours is

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not exceeded.

- f. In general, OLIVERI shall perform all duties and functions specified by the Fire Chief.
 - g. OLIVERI shall report to the Fire Chief. OLIVERI'S schedule and/or days-off will be mutually agreed upon by OLIVERI and the Fire Chief.
 - h. OLIVERI recognizes that the CITY may need to contact CalPERS HR regarding this appointment, consistent with CalPERS policy.
 - i. Requisite staff shall be available to OLIVERI to allow him to address questions/matters related to assigned projects.
3. **COMPENSATION:** CITY agrees to pay OLIVERI a base salary of **\$84.19/hour**, 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. OLIVERI will receive no other benefits, incentives, compensation in lieu of benefits, or any other form of compensation. OLIVERI understands and agrees that he is not and will not be, eligible to receive any benefits from the CITY pursuant to Government Code 21224(a), including any CITY group plan for hospital, surgical, or medical insurance, any CITY retirement program, or any paid holidays, vacation, sick leave, or other leave, with or without pay, or any other job benefits available to an employee in the regular service of the CITY, except for Worker's Compensation Insurance coverage.
4. **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 OLIVERI from any and all claims, actions, losses, damages, charges, and expenses, including attorneys' fees to which OLIVERI may be subject to, arising out of, or resulting from the performance of this Agreement and OLIVERI's duties hereunder. This section shall not apply to liability incurred by OLIVERI for actions that are outside the scope of services or which result from willful or malicious conduct or gross negligence.
5. **NO PROPERTY RIGHT IN EMPLOYMENT.** OLIVERI understands and agrees that the term of his employment as Deputy Fire Chief (Extra Help) is governed only by this Agreement and that no right of regular employment for any specific term is created by this Agreement. OLIVERI further understands that he acquires no property interest in his employment as Deputy Fire Chief (Extra Help) by virtue of this Agreement, that the employment of him as Deputy Fire Chief (Extra Help) is "at will," as defined by the laws of the State of California (meaning that he can be terminated at any time for any reason or for no reason), and that he 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. Moreover, due process requirements of any applicable memorandum of understanding or other personnel rule shall not apply.

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6. **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: Director of Human Resources</p>	<p>If to OLIVERI:</p> <p>Address on file with the CITY.</p>
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7. **NON-ASSIGNMENT OF AGREEMENT.** This Agreement is intended to secure the individual services of the OLIVERI and is not assignable and/or transferable by OLIVERI to any third party.
8. **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.
9. **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.
10. **CONFLICT OF INTEREST.** OLIVERI agrees that during the term of this Agreement, he will not maintain any financial interest or engage in any other contract employment, occupation, work, endeavor, or association, whether compensated or not, that would conflict with, or impair OLIVERI's ability to perform the duties described in this Agreement. OLIVERI agrees to disclose whether he is performing work for any other CalPERS public agency employer as required by this Agreement.
11. **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. OLIVERI shall be entitled to no other compensation or benefits than those specified herein, and OLIVERI acknowledges that no representation, inducements or promises not contained in this Agreement have been made to OLIVERI to induce OLIVERI to enter into this Agreement. No changes, amendments, or alterations hereto shall be effective unless in writing and signed by both Parties. OLIVERI understands that no oral modifications of this Agreement made by any officer, agent, or employee of CITY is effective. OLIVERI specifically acknowledges that in entering into and executing this Agreement, he relies solely upon the provisions contained herein and no others.

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12. **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.
13. **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.
14. **COMPLIANCE WITH AB 1344.** Notwithstanding any other provision of this Agreement, CITY and OLIVERI 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.

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

ERIC OLIVERI

By: _____
Toni Lundgren, City Manager

Eric Oliveri

APPROVED AS TO FORM

Riana Daniel, Interim City Attorney

REVIEWED AS TO FORM:

Stephanie Van Steyn, Director of Human Resources