

AGENDA  
ITEM

**17**



# CITY COUNCIL AGENDA STAFF REPORT

**DATE:** January 21, 2026

**TO:** Mayor and City Council

**APPROVED BY:** Benjamin Martinez, City Manager *Bm*

**PREPARED BY:** Benjamin Martinez, City Manager *Bm*

**SUBJECT:** Adopt Resolution No. 2026-\_\_ approving an Employment Agreement with Laura Estrada for appointment as City Attorney of the City of Calexico

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**Recommendation:**

Staff recommends that the City Council adopt a Resolution of the City Council of the City of Calexico approving an Employment Agreement with Laura Estrada for appointment as City Attorney of the City of Calexico, subject to any non-substantive changes as is necessary by the City Manager.

**Background:**

The City Council has been in the process of selecting a permanent City Attorney for several months and conducted an employment search thereof resulting in the recommended candidate discussed in this report. Ms. Estrada, a Calexico resident, has experience in the private and public sectors including personal injury law and as general counsel for a local agricultural service provider. Ms. Estrada worked in the California State Assembly and State Senate, as a district staff representative.

**Discussion and Analysis:**

The final Employment Agreement for City Attorney contains the following terms:

- Provides for a monthly salary of \$9,780.
- Provides for a three (3) year term commencing February 2, 2026 and ending February 2, 2029.
- Provides that all other benefits including but not limited to vacation, sick leave, holiday pay, life insurance, medical, disability and retirement benefits through CalPERS, consistent with those benefits provided to the City's other Director-level employees as outlined in the City of Calexico Management Benefit Roster.
- Provides for annual performance evaluations.
- Provides for termination of the Employment Agreement in accordance both with or without cause and severance payment depending on length of service.

The City's current legal counsel, Best Best & Krieger, LLC, will continue to provide legal consulting services, as needed, during this transitional period.

**Fiscal Impact:**

The City will pay Ms. Estrada \$9,780 per month. In addition, the contract provides Ms. Estrada with certain other benefits that are identical to the benefits provided to other department heads.

**Alternatives:**

Provide alternative direction to staff.

**Coordinated With:**

City Manager

**Attachment(s):**

Resolution of the City Council of the City of Calexico approving an Employment Agreement with Laura Estrada for appointment as City Attorney of the City of Calexico.

Employment Agreement with Laura Estrada for appointment as City Attorney

# ATTACHMENT NO. 1

RESOLUTION NO. \_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO, APPROVING AN  
EMPLOYMENT AGREEMENT WITH LAURA ESTRADA FOR APPOINTMENT AS  
CITY ATTORNEY OF THE CITY OF CALEXICO**

**WHEREAS**, the City of Calexico is a general law city that operates with a City Council-appointed City Attorney; and

**WHEREAS**, under the general law city form of government, the City Council acts as the board of directors and sets policy for the City, while the City Attorney serves as the chief legal counsel of the organization and carries out all legal matters of the governing body; and

**WHEREAS**, the City Council wishes to enter into an employment agreement with Laura Estrada for appointment as City Attorney of the City of Calexico; and

**NOW THEREFORE, BE IT RESOLVED** be it resolved, determined, and ordered by the City Council of the City of Calexico:

**Section 1.** The City Council hereby approves an Employment Agreement between the City of Calexico and Laura Estrada as City Attorney, attached as Exhibit "A" to this resolution.

**Section 2.** This resolution shall become effective immediately upon passage.

**PASSED, APPROVED AND ADOPTED** this 21<sup>st</sup> day of January, 2026, by the City Council of the City of Calexico.

\_\_\_\_\_  
Victor Legaspi, Mayor  
City of Calexico

ATTEST:

\_\_\_\_\_  
Veronica Luna, City Clerk  
City of Calexico

APPROVED AS TO FORM:

\_\_\_\_\_  
Henry G. Castillo, City Attorney  
City of Calexico

## ATTACHMENT NO. 2

**EMPLOYMENT AGREEMENT FOR THE CITY ATTORNEY WITH THE CITY OF CALEXICO,  
CALIFORNIA**

This AGREEMENT (hereinafter referred to as "Agreement") is made and entered into between \_\_\_\_\_ (hereinafter referred to as "Employee") and the CITY OF CALEXICO, CALIFORNIA (hereinafter referred to as the "City" or "Employer") as of \_\_\_\_\_, 2025.

WHEREAS, Employer agrees to hire Employee to render services as City Attorney; and

WHEREAS, City Council has the duty and responsibility under the Calexico Municipal Code Section 2.02.110 to appoint, control, direct and remove City Attorney; and

WHEREAS, the parties agree that Employee will serve at the will and pleasure of the City Council per the terms of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Employment and Term. The City hereby agrees to employ Employee, and Employee agrees and does accept at will employment upon the terms and conditions set forth herein. The effective date of employment shall be \_\_\_\_\_, 2026. The term of this Agreement shall be for three (3) years, unless sooner terminated or extended by the parties as set forth in this Agreement ("Initial Term"). In the event that City Council determines that the Employee is not to be reemployed upon expiration of the Initial Term, he shall be given written notice thereof by the City at least two (2) months in advance of the expiration of the Initial Term. Should the City fail to give notice at least two (2) months prior to the expiration of the Initial Term, the Agreement shall automatically be extended on the same terms and conditions for additional successive periods of one (1) year ("Succeeding Term"), unless and until the City Council provides written notice to Employee two (2) months prior to the expiration of any Succeeding Term.

2. Duties and Obligations of Employee.

A. Employee will be appointed at will for City as City Attorney (hereinafter referred to as "Position"). Employee hereby agrees to perform the functions and duties of the Position as set forth in the applicable job description (Attached as Exhibit "A"), the City's Resolutions, Rules, Regulations and Policies as they may be amended by the City from time to time, and to perform such other lawful duties and functions as the City and specifically the City Council may assign. It is expressly understood that the terms of this Agreement, including but not limited to those governing termination of employment, supersede any rights conferred by City Resolution, Rules, Regulations or Policies which conflict with the explicit terms of this Agreement.

B. Employee will focus their professional time, ability, and attention to City business during the term of this Agreement. Employee shall not engage in any other business duties or pursuits whatsoever, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior consent of City Manager, except that:

(1) The expenditure of reasonable amounts of time not in conflict with the City's needs and interests, for educational, charitable, community, and professional activities, shall not be deemed a breach of this Agreement and shall not require prior consent.

(2) This Agreement shall not be interpreted to prohibit Employee from making passive personal investments, or conducting private business affairs off-duty subject to City Council consent if those activities do not materially interfere with the services required under this Agreement.

C. All data, studies, reports, and other documents prepared by Employee while performing his duties pursuant to this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use.

D. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee

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unless disclosed within the scope of his duties. Such materials shall not, without the prior written consent of the City, be used by Employee for any purposes other than the performance of his duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

**3. Salary and Benefits.**

A. *Salary.* Employee shall be compensated at the range 3. of G-70, Step 1, with a monthly salary of nine thousand seven hundred and eighty dollars and zero cents (\$9,780.00), which shall be payable in installments at the same time as other employees of the City are paid, pursuant to the procedures regularly established, and as they may be amended by the City. Employee will also be eligible for annual "step" merit increases to salary, based on performance reviews at the discretion of the City Council, as provided to all other City employees.

B. *Cost of Living Adjustments.* Whenever a cost of living adjustment or other non-merit based pay increase is provided to other City Employees, the City Council shall meet to determine whether it is reasonable and appropriate to provide a similar adjustment or increase to the City Attorney's Base Salary. Any cost of living increase will be provided at the City Council's sole discretion.

C. *Vacation.* Employee shall accrue Twelve (12) days of vacation for each year of service as per the City Personnel Rules and Regulations 6.02 Annual Vacation Accrual. The City may, in its discretion, allow Employee a weekly prorated accrual per week in order to total a twelve (12) day accrual by year end. Such vacation may be carried over, if not used, and may accumulate to a cap of two years' accrual. Once the accrual cap is reached, the Employee will not accrue additional vacation hours until the accrued hours are reduced below the cap. Employee vacation dates must be approved in advance by the City Manager.

D. *Holidays.* Employee shall receive the same paid holidays as classified employees.

E. *Sick leave.* Employee shall accrue 3.69 hours of sick leave per pay period. Accrued but unused sick leave will not be paid out upon Employee's separation from employment with the City for any reason. Employee may accrue up to 240 hours of sick leave. Once the sick leave accrual cap is reached, no additional sick leave will be accrued until the accrued hours are reduced below the cap.

F. *Executive leave.* Upon execution of this Agreement and each year thereafter, Employee will be allotted sixty-four (64) hours away from the office, to be scheduled and used throughout the year to complete administrative tasks and duties without undue office interference. These hours off do not accrue, are not subject to carryover, are not subject to any cash-out option, and will not be paid out upon separation from employment with the City.

G. *Professional development.* The City shall budget and pay for approved professional dues and association memberships necessary for continued participation in approved organizations necessary for Employee's continued professional growth and advancement. The City shall also pay for travel and subsistence expenses (as set out by applicable City policy) for approved professional or official travel, meetings, training, seminars, or similar functions.

H. *Other benefits pursuant to City policy.* In addition, Employee shall be provided all those benefits for which Employee is eligible pursuant to policies and procedures applicable to City Management Personnel as may be amended by the City from time to time, including but not limited to term life insurance and Social Security. Employee shall be required to pay the employee share of Social Security. Employee shall also be required to pay 20% of medical, dental and prescription and optical benefits insurance costs. Employee shall be enrolled in CalPERS and provided retirement benefits in accordance with applicable law and the City's contract with CalPERS. EMPLOYEE will be required to pay the employee share of retirement contribution.

**4. At-Will Employment Status, Termination of Agreement and Severance Pay.**

A. *Nature of Employment.* The parties hereby expressly agree that the employment relationship created by the Agreement is "at will" and that Employee serves at the will and pleasure of the City. Nothing in this Agreement, any Resolution, Statute, Ordinance, Rule or Policy shall prevent, limit, or

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otherwise interfere with the right of the City to terminate the services of Employee at any time without cause or right of notice, *Skelly* conference, hearing, appeal, or grievance. Accordingly, Employee agrees that this Agreement sets forth the only terms and conditions applicable to the termination of employment and that Employee hereby waives any rights Employee would otherwise have thereunder.

B. *By the Employee.* The Employee may terminate this Agreement upon written notice to the City Council and shall endeavor to give thirty (30) days' prior notice. The City shall have the option, in its complete discretion, to terminate Employee any time prior to the end of such notice period, provided the City pays the Employee all compensation due and owing through the last day actually worked, plus an amount equal to the base salary the Employee would have earned through the remainder of the notice period. Thereafter, all the City's obligations under this Agreement shall cease.

C. *By the City, Without Cause.* At any time, and without prior notice, the City may terminate the Employee's employment for any reason, with or without cause. In the event the City exercises its right under this provision to terminate employment without cause within the first twelve months of employment, the City shall pay Employee all compensation due and owing through the last day actually worked, plus six (6) weeks of the Employee's salary as of the time of the termination. Following the completion of the first twelve months of employment, the City shall pay Employee all compensation due and owing through the last day actually worked, plus twelve (12) weeks of the Employee's salary as of the time of the termination *or* pursuant to the requirements of Government Code § 53260, an amount equivalent to the remainder of the term of this Agreement, whichever is less. The payment of such severance benefit shall be conditioned upon Employee executing a general release agreement containing a general release of all claims Employee may have against the City, its Council members, officers, employees, and agents, at the time of any such termination, in such form as may be reasonably required by the City of Calexico. Such severance benefit shall not be payable unless and until Employee executes such a general release and until expiration of all waiver and rescission rights as provided by law at the time of such termination. Failure by the Employee to satisfy the termination obligations pursuant to Section 4(E) shall nullify the City's obligation to provide severance payment pursuant to this Section. As required by state law, if Employee is convicted of a crime involving an abuse of his office or position, whether before or after release from employment, Employee shall fully reimburse the City for any severance pay, paid leave salary disbursed pending an investigation, or legal criminal defense funds relevant to the crime paid for by the City.

D. *By the City, For Cause.* At any time, and without prior notice, the City may terminate Employee for Cause (as defined below). The City shall pay Employee all compensation then due and owing; thereafter, all of the City's obligations under this Agreement shall cease. Termination shall be for "cause" if Employee: (1) acts in bad faith and to the detriment of the City; (2) refuses or fails to act in accordance with any specific lawful direction or order of the City; (3) exhibits in regard to his employment unfitness or unavailability for service, unsatisfactory performance, misconduct, dishonesty, habitual neglect, or incompetence; (4) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (5) breaches any material term of this Agreement. Any dispute between City Council and Employee regarding whether the Employee's conduct constitutes cause for termination shall be resolved conclusively by the City Council, in its discretion, without right of appeal.

E. *Termination Obligations.* Employee agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, records, notes, contracts, and computer-generated materials furnished to or prepared by Employee incident to employment belongs to the City and shall be returned promptly to the City upon termination of Employee's employment. Further, any and all debts to the City shall be paid upon termination. Employee's obligations under this subsection shall survive the termination of employment.

5. Amendments. This Agreement may not be amended or modified except by a writing signed by both parties.

6. Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or

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condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

7. Assignment. Neither this Agreement nor any right, privilege or obligation of Employee hereunder shall be assigned or transferred by him without the prior written consent of the City. Any attempt at assignment or transfer in violation of this provision shall, at the option of the City, be null and void and may be considered a material breach of this Agreement.

8. Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

9. Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of California. Venue shall be appropriate in the Superior Court of Imperial County, California.

11. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. Furthermore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

12. Conflict of Interest. Employee agrees that Employee will abide by all applicable local State and Federal rules on conflicts of interest and receipt of gifts, including without limitation those rules found in the California Fair Political Practices Act and related regulations and those found in Government Code Sections 1090, *et seq.*

13. Entire Agreement. Each party agrees and acknowledges that this Agreement, together with its exhibits, shall constitute the entire understanding and final written integrated expression of all of the agreements between City and Employee and that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein and that any agreement, statement, or promise not contained in this Agreement shall not be valid or binding on either party.

14. Notices. All notices and other communication required, or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Services. Notice shall be given to:

**City:**  
City of Calexico  
608 Heber Avenue  
Calexico, CA 92231  
Attn: City Manager

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**Employee:**

15. Acknowledgment. Employee acknowledges that Employee has had the opportunity to consult legal counsel in regard to this Agreement, that Employee has read and understands this Agreement, that Employee is fully aware of its legal effect, and that Employee has entered into it freely and voluntarily and based on Employee's own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the CITY OF CALEXICO has caused this Agreement to be signed and duly executed by its City Manager, and the Employee has signed and executed this Agreement as of the day and year first above written.

**CITY OF CALEXICO**

By: \_\_\_\_\_  
Victor Legaspi, Mayor

**EMPLOYEE:**

By: \_\_\_\_\_  
Laura Estrada

**CITY ATTORNEY:**

By: \_\_\_\_\_  
Best Best & Krieger LLP, City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Veronica Luna-Alvarado, City Clerk