

RESOLUTION 2025-0275

Adopted by the Sacramento City Council

October 14, 2025

Approving Employment Contract for the City Manager

BACKGROUND

- A. On September 30, 2025, the City Council appointed Maraskeshia Smith as the Sacramento City Manager effective January 5, 2026.
- B. The City Council and Maraskeshia Smith desire to memorialize in a written agreement certain benefits, terms, and conditions of employment for the City Manager.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1.

- A. The Employment Agreement with City Manager Maraskeshia Smith, attached to this Resolution as Exhibit A, is hereby approved, and the Mayor is authorized to execute the Agreement.

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Exhibit A – City Manager Employment Agreement

Adopted by the City of Sacramento City Council on October 14, 2025, by the following vote:

Ayes: Members Dickinson, Guerra, Jennings, Kaplan, Maple, Pluckebaum, Talamantes, and Vang

Noes: None

Abstain: None

Absent: Mayor McCarty

Attest: 
Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.

EMPLOYMENT AGREEMENT

(CITY MANAGER)

THIS AGREEMENT is made and entered into on October 2, 2025, by and between the City of Sacramento, a California charter city and municipal corporation ("City"), and Maraskeshia Smith ("Employee").

A. On September 30, 2025, the Sacramento City Council appointed Employee as City Manager effective January 5, 2026 ("Start Date"); and

B. The Sacramento City Council and Employee desire to memorialize in this Agreement certain benefits, terms and conditions of employment of Employee as the City Manager.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the foregoing recitals that are incorporated into this Agreement, the parties agree as follows:

1. Employment. City hereby agrees to employ Employee as City Manager of the City of Sacramento commencing on the Start Date, to serve at the pleasure of the City Council subject to the terms and conditions set forth in this Agreement.

2. Term. This Agreement shall be in effect from January 5, 2026, until January 5, 2029 ("End Date") unless the Agreement is earlier terminated in accordance with its terms.

3. Duties. Commencing on the Start Date Employee shall perform the functions and duties of the City Manager as specified in Article V of the City Charter and such other legally permissible and proper duties and functions consistent with the office of the City Manager, as the City Council assigns.

4. Performance Evaluations. The City Council shall conduct annual performance evaluations of the Employee.

5. Salary. City agrees to pay the Employee for services rendered a starting salary in the sum of \$399,000 per year commencing on the Start Date, payable in installments at the same time and in the same manner as other career City employees. In recognition of Employee's accomplishments and outstanding performance, City Council may grant merit and equity adjustments to Employee as part of an annual performance review.

6. Benefits/Retirement. The sums payable to Employee under this Agreement are in addition to all other fringe benefits, retirement plans and contributions, expense and subsistence allowances, leaves, reimbursements and allowances, and other perquisites provided to the City Manager pursuant to the Personnel Resolution Covering Unrepresented Officers and Employees (Resolution No. 2025-0248 or "Personnel

Resolution") or any superseding resolution in effect for the duration of this Agreement, except where inconsistent with the terms of this Agreement.

7. Supplemental Benefits/Terms.

a. Deferred Compensation. City shall provide 5.5% of the Employee's base salary to be deposited by the Employee in the Employee's city-sponsored 457(b) account, with the contributions split equally over the 26 pay periods annually.

b. Auto Allowance. Consistent with the Personnel Resolution, City shall pay Employee a monthly auto allowance of \$500.

c. Professional Associations. The City shall pay dues and/or membership fees for Employee for professional associations that are related to the position and duties held by the Employee, subject to budget appropriations.

d. Technology Allowance. Employee shall receive a monthly technology allowance of \$150 in lieu of the technology allowance described in the Personnel Resolution.

e. Management Leave Time. Employee will receive 80 hours of Management Leave Time (ATS) annually in addition to the Management Leave (ATO) described in Paragraph 7.4 (b) of the Personnel Resolution.

f. Sick Leave. Employee will receive 96 hours of sick leave credited to her leave balances upon the Start Date and thereafter accrue sick leave pursuant to the Personnel Resolution.

8. Relocation Expenses. The City agrees to pay Employee the sum of \$50,000 to cover six months of temporary housing, as well as moving and other incidental expenses associated with the Employee's relocation to the Sacramento area.

9. Termination.

a. Mutual Consent. This Agreement may be terminated at any time upon the mutual, written agreement of both the City and Employee.

b. By Employee. Employee may terminate this Agreement at any time by giving City not less than sixty days (60) days prior written notice.

c. By City. City may terminate Employee at any time without cause, upon the affirmative vote of not less than six members of the City Council as provided in the City Charter.

10. Severance. If Employee is terminated by the City pursuant to paragraph 9 (c), above, the employee shall immediately receive a severance payment equal to nine months of the employee's base pay at the time of the termination.

11. Nondiscrimination. Employee agrees not to unlawfully discriminate in the performance of Employee's functions and duties on the grounds of or because of race, color, religion, sex, national origin, age, marital status, physical disability, sexual orientation or any other characteristic protected under applicable law.

12. General Provisions.

a. Entire Agreement. This written Agreement contains the entire understanding between the parties as to the subject matter hereof and supersedes all prior and contemporaneous oral and written understandings or agreements of the parties and as such, is fully integrated. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party.

b. Severability. If any portion of this Agreement or the application thereof is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect to the greatest extent permitted by law.

c. Amendments. This Agreement may be amended only in writing and duly authorized and executed by both parties.

d. Governing Law and Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the County of Sacramento.

13. Notices. Notices pursuant to this Agreement shall be given by depositing such notice in the custody of the United States postal service, postage prepaid, addressed as follows:

City Clerk
City of Sacramento
915 I Street
Sacramento, CA 95814

Maraskeshia Smith



Alternatively, any notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice at the date such notice is given. Notice shall be deemed given as of the date of personal service or on the third day after deposit of such written notice with the United States postal service.

The parties have executed this Agreement the day and year first written above.

EMPLOYEE

Maraskeshia Smith
Maraskeshia Smith (Oct 2, 2025 18:57:53 PDT)

Maraskeshia Smith

CITY OF SACRAMENTO

Kevin McCarty
Kevin McCarty, Mayor

Approved as to Form:

Brett Witter
Brett Witter (Oct 3, 2025 08:57:02 PDT)

Brett Witter, Assistant City Attorney

Attest:

Mindy Cuppy
Mindy Cuppy, City Clerk