

**Amendment #11 to
CITY MANAGER EMPLOYMENT AGREEMENT AMENDMENT**

This amendment is agreed to this 25th day of August, 2025 by and between the City of Hermiston, an Oregon municipal corporation, hereinafter referred to as “City” and Byron D. Smith, hereinafter referred to as “City Manager”, both of whom agree to amend the original City Manager Employment Agreement dated July 14, 2014 as amended on August 24, 2015; August 22, 2016; August 28, 2017; August 27, 2018, September 9, 2019, August 24, 2020, August 23, 2021, August 22, 2022, August 28, 2023, and August 26, 2024.

Whereas, Byron D. Smith has successfully completed eleven years of service as the Hermiston City Manager; and

Whereas, both the City of Hermiston and Byron D. Smith desire to amend the aforementioned employment agreement;

NOW, THEREFORE, the City and the City Manager agree to the following amendments to the original 2014 Employment Agreement as amended:

5. SALARY AND BENEFITS

...

E. Automobile Use. City will pay City Manager ~~four~~ **seven** hundred ~~fifty~~ dollars (\$~~450~~**700**) per month for his use of his private vehicle for business purposes. Further, City will reimburse City Manager for any business travel outside Umatilla or Morrow counties at the current federal mileage rate.

...

H. Deferred Compensation. ~~City will match 50% of City Manager contribution to city sponsored Deferred Compensation program up to an annual maximum of \$3,000. In addition, City will deposit an additional \$5,000 per year into a city sponsored Deferred Compensation program.~~ **The City will deposit a total of \$10,500 annually into a city sponsored Deferred Compensation program.**

10A. OUTSIDE ACTIVITIES The employment provided for by this Agreement shall be the Employee’s primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with their responsibilities under this Agreement.

IN WITNESS THEREOF, the City of Hermiston by its City Council has caused this amendment to be signed and executed on its behalf by the Mayor.

DATED this 25th day of August 2025.

CITY OF HERMISTON:

Doug Primmer
Mayor

CITY MANAGER:

Byron D. Smith
City Manager