

**Amendment #10 to
CITY MANAGER EMPLOYMENT AGREEMENT AMENDMENT**

This amendment is agreed to this 26th day of August, 2024 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, and August 28, 2023.

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

Whereas, both the City of Hermiston and Byron D. Smith desire to extend and 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:

3. TERM AND RENEWAL:

C. City Manager agrees to remain in the exclusive employ of City from August 26, 2024 through August 27, 2029, and neither to accept other employment or to become employed by any other employer until after said Agreement termination date.

4. TERMINATION AND SEVERANCE PAY:

A. In the event City Manager is terminated by the City before expiration of this Agreement without cause and the City Manager is willing and able to perform their duties then City shall pay a lump sum cash payment equivalent to said City Manager six (6) nine (9) months of annual salary and benefits less payroll deductions including all wages earned through the last workday plus payment for any accrued and vested benefits (excluding PERS) due and payable at separation, which amount shall represent said City Manager's sole rights and remedies pursuant to this Agreement.

B. However, in the event the City Manager is terminated because of his conviction of any illegal act involving personal gain to him, any illegal act classified as a felony under Oregon or federal law, or involving defrauding, theft, or taking of the funds of the City or the public at large, or is terminated because of his malfeasance in office or willful or wanton neglect of duty or violation of any State, federal or local regulation, then the City shall have no obligation to pay the severance pay set out in 4.A. above.

C. In the event the City Manager voluntarily resigns his position with the City and the City Council consents to said voluntary resignation before the expiration of the aforesaid term of the Agreement, then City Manager shall give City thirty (30) sixty (60) days written notice in advance of such voluntary resignation. In the event of voluntary resignation, the City Manager shall not be entitled to the severance pay set out in 4.A. above.

D. In the event the City Manager is requested to resign for the convenience of the City during such time the City Manager is willing and able to perform his duties under this Agreement and has not been convicted of any wrong doing as established in 4.B above, City shall pay City Manager, as severance, a cash payment equal to that as required in 4.A. Such payment shall fully and finally release City from any and all further obligations to City Manager under this Agreement. Any severance shall be paid in a lump sum unless otherwise agreed to by City and City Manager.

E. It is understood that after notice of termination or resignation in any form, City Manager and City will cooperate to provide for an orderly transition. Specific responsibilities during such transition may be specified in a written separation agreement.

5. SALARY AND BENEFITS

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.

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 26th day of August 2024.

CITY OF HERMISTON:

CITY MANAGER:

Dr. Dave Drotzmann
Mayor

Byron D. Smith
City Manager