

Posted at City Hall, 17 Hospital Drive, Eufaula, OK 74432 and at Community Center, 121 High Street, Eufaula, OK 74432 (the location of the meeting) on February 11, 2022 at 4:00 p.m.

**CITY OF EUFAULA, OK**

Community Center  
121 High Street  
Eufaula, OK 74432



**SPECIAL  
NOTICE AND AGENDA OF MEETINGS  
Wednesday  
February 16th, 2022  
4:00 p.m.**

City Council and Eufaula Public Works Authority

The City of Eufaula encourages participation from all its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting and necessary accommodations will be made (ADA 28CFR/36).

Council Rules of Decorum limit citizen comments on agenda items and public hearings to five (5) minutes. Any person desiring to address the Council during such period is required to sign in with the City Clerk, provide their name, address and specify the agenda item they wish to address. Remarks shall be directed to the matter being considered and the speaker is allowed to speak only one time. If written materials are to be submitted ten (10) copies should be made available and may not be returned. Under Oklahoma Law, the Council Members are prohibited from discussing or taking any action on items not on today's agenda.

The complete packet of information for the agenda items is available online at  
[CityofEufaulaOK.com](http://CityofEufaulaOK.com)

**City Council**

Mayor Todd Warren  
Vice Mayor Nancy Mouser  
Council Member Frank Davis  
Council Member Dan Kirby  
Council Member Jamie Upton

AGENDA  
EUFAULA CITY COUNCIL  
February 16<sup>th</sup>, 2022  
4:00 p.m.

1. CALL TO ORDER MAYOR WARREN
2. ROLL CALL /ATTENDANCE VALARIE COX
3. A. Pursuant to 25 O.S. § 307 B(3), consider convening in Executive Session for purposes of discussions related to the purchase or appraisal of real property.  
B. Motion to convene in Executive Session for purposes of discussions related to the purchase or appraisal of real property.  
C. Executive Session.  
D. Motion to come out of Executive Session and return to Open Session.  
E. Motion to take any necessary action on Executive Session item.
4. A. Pursuant to 25 O.S. § 307 B(1), consider convening in Executive Session for purposes of discussions related to the City Manager and, more specifically, the employment and hiring of individual salaried public officer or employee. The focus of the Executive Session will be finalizing contract terms for the City Manager position with Jeb S. Jones.  
B. Motion to convene in Executive Session for purposes of discussions related to the City Manager and, more specifically, the employment and hiring individual salaried public officer or employee.  
C. Executive Session  
D. Motion to come out of Executive Session and return to Open Session.  
E. Motion to take any necessary action on Executive Session item.

REMARKS AND INQUIRIES BY CITY COUNCIL.

ANNOUNCEMENTS.

ADJOURNMENT.

**AGENDA**  
**EUFAULA PUBLIC WORKS AUTHORITY**  
February 16th, 2022  
4:00 p.m.

- |                          |              |
|--------------------------|--------------|
| 1. CALL TO ORDER         | MAYOR WARREN |
| 2. ROLL CALL /ATTENDANCE | VALARIE COX  |

**ITEMS REMOVED FROM CONSENT AGENDA**

**3. CITY MANAGER CONTRACT TERMS**

- A. Pursuant to 25 O.S. § 307 B(1), consider convening in Executive Session for purposes of discussions related to the City Manager and, more specifically, the employment and hiring of individual salaried public officer or employee. The focus of the Executive Session will be finalizing contract terms for the City Manager position with Jeb S. Jones.
- B. Motion to convene in Executive Session for purposes of discussions related to the City Manager and, more specifically, the employment and hiring individual salaried public officer or employee.
- C. Executive Session
- D. Motion to come out of Executive Session and return to Open Session.
- E. Motion to take any necessary action on Executive Session item.

**ADJOURNMENT**



City Council Agenda Item No. 1

Meeting Date: February 16, 2022

## Agenda Item Memo

**Item Title:** Discussion and consideration of Employment Contract terms with New City Manager Jeb Jones

**Initiator:** Mayor, Council and City Attorney

**Information Source:** Kay Wall, Margret Love

**Background:** In two previous executive sessions contract terms for the new City Manager were discussed and agreed upon. Those terms were passed to Margret Love to draft an employment contract for your review and approval. Included in your packet are two contracts with slightly different language. One variation deals with the start and end date of the contract. That is; start the contract on February 14, 2022, with it running one calendar year to February 14, 2023. Option two would be to start the contract on February 14, 2022, with it running until June 30, 2023, the end of the fiscal year.

**Council Pillar:**

**Financial Impact:**

**Attachment:** See attached contracts

**Recommended Action:** For Council to decide the direction they would like to take and approve the proper contract language.

## EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into this \_\_\_\_ day of February 2022, by and among the City of Eufaula and the Eufaula Public Works Authority, a Public Trust whose sole beneficiary is the City of Eufaula (hereinafter collectively referred to as the “City”), and Jeb S. Jones (hereinafter referred to as “Jones”).

WHEREAS, the City is desirous of employing Jones to fill the position of City Manager which also encompasses the duties of General Manager of the Eufaula Public Works Authority beginning on February 14, 2022; and

WHEREAS, the City approved the employment of Jones as City Manager at a duly called City Council meeting held on January 28, 2022; and

WHEREAS, the City and Jones mutually believe that an Agreement negotiated between the City and Jones will be mutually beneficial to the City, Jones and the citizens of Eufaula; and

WHEREAS, the City and Jones believe that this Agreement will assist in strengthening the City Council-City Manager relationship by enhancing excellence and continuity of the management of the City for the benefit of and on behalf of the citizens of the City; and

WHEREAS, the parties to this Agreement acknowledge that it is prudent to establish, in advance, a just means for termination of the relationship at such time as Jones may be unable to fully discharge his duties or when either party to the Agreement may otherwise desire to terminate the relationship; and

WHEREAS, the City desires to employ Jones on the terms and conditions set forth below and Jones desires to accept such employment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**SECTION 1. DUTIES:** The City hereby employs Jones and Jones accepts employment as City Manager to render services and perform duties to and for the City as specified in the Ordinances of the City and state law and to perform other legally permissible and proper duties and functions as the City Council may assign from time to time. Jones agrees to comply with all State and Federal laws, and all City policies, procedures, rules and Ordinances as they now exist or may hereinafter be amended. All duties assigned to Jones by the City shall be appropriate to and consistent with the professional role and responsibility of a City Manager and manager of a public trust. Jones agrees to perform all such duties and fulfill all responsibilities with reasonable care, diligence, skill and expertise.

**SECTION 2. TERM:**

A. Subject to the provisions respecting the termination of this Agreement as set forth herein, the term of this Agreement shall be from February 14, 2022, until February 14, 2023, subject to sufficient appropriation of funds.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council by majority vote to terminate the services of Jones pursuant to the provisions set forth below.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Jones to resign any and all positions with the City by providing a sixty (60) day notice in writing addressed to the Mayor and City Council.

**SECTION 3. SALARY AND BENEFITS:**

A. **Salary:** The base starting salary will be Ninety-Five Thousand Dollars (\$95,000.00) per year payable in equal installments on each pay date for all other city employees.

**B. Benefits:**

1. Vacation and Sick Leave: Upon commencement of employment, Jones will be credited with two (2) weeks of vacation leave and two (2) weeks of sick leave calculated at the highest rate available under the City's personnel policies. Thereafter, he will accrue vacation and sick leave at the same highest rate available. Upon separation of employment under any circumstances, Jones will not be paid for any accrued but unused sick leave.
2. Health Insurance: The City will pay for coverage for Jones and his spouse on the same terms and conditions as provided to other city employees.
3. Pension: City agrees to contribute to the Oklahoma Municipal Retirement Plan-CMO plan on behalf of Jones at the rate of 5% with an addition contribution of \_\_\_% by Jones. This contribution will be calculated on the base salary rate set forth in Section 3.A above.
4. Cellular Telephone: City agrees to provide Jones with a cellular telephone for his use solely in connection with the performance of official duties for the City. The cellular telephone remains the property of the City. Since the cellular phone is provided to enhance Jones' ability to perform his duties for the City, he has no expectation of privacy and the City retains the right to review the content of the cellular phone at any time with or without notice. Jones acknowledges and agrees that the content of the cellular phone may be subject to disclosure to the public under the Open Records Act.

5. Mileage: Jones will be reimbursed for mileage at the rate of \$ .30 per mile for any trip exceeding twenty-five (25) miles from the City limits. Jones agrees to maintain a logbook reflecting all trips for which he seeks reimbursement including a summary of the reason for the trip.
6. Other Benefits: Unless otherwise modified by a provision herein, Jones will also be entitled to any additional benefits that are enjoyed by other employees of the City pursuant to applicable laws, authorities and personnel policies of the City.
7. Laptop: City will provide Jones with a laptop computer which will be owned by the City and will provide Jones with internet service for Jones' professional use as City Manager. Jones acknowledges and agrees that since the laptop and internet service are to allow him to perform his official duties, he has no expectation of privacy in any materials contained on the laptop or in records of his internet usage and the City reserves the right to examine both at any time with or without notice. Jones acknowledges that the content of the laptop computer and his internet usage may be subject to disclosure to the public under the Open Records Act.

**SECTION 4. RESIDENCY REQUIREMENT:** Jones shall establish a residency within ten (10) miles of the outer boundaries of the Eufaula School District no later than May 15, 2022 as provided in 11 O.S. §10-112.

**SECTION 5. PERFORMANCE EVALUATIONS:**

A. Jones' performance will be evaluated in writing at the end of the first six (6) months of employment. The City Council and Jones will define performance objectives which they determine necessary for the proper operation of the City and the attainment of the Council's goals and objectives. The City Council will establish a relative priority among the objectives that will be attainable by February 14, 2023.

B. In addition, the City Council may review and evaluate the performance of Jones when it deems appropriate. The evaluation should assess accomplishments of objectives, areas of concern and provide feedback and guidance to Jones with respect to future performance.

**SECTION 6. OUTSIDE EMPLOYMENT.** During the term of this Agreement, Jones shall be a full-time City Manager. He agrees to remain in the exclusive employment of the City until this Agreement is terminated and agree he will not work in any full or part time employment for any other employer prior to termination of the Agreement. The provision of this paragraph shall not be construed to prohibit occasional teaching or writing assignment or consulting assignment performed off duty.

**SECTION 7. HOURS OF WORK:** Jones acknowledges that to properly perform his duties he will be required to observe normal business hours and will also often be required to perform necessary services outside of normal business hours. Jones agrees to devote such additional time as is necessary for the full and proper performance of his duties and that the compensation provided for in this Agreement includes compensation for all services whenever performed. However, City will provide reasonable time off such as is customary for a City Manager so long as the time off does not interfere with the normal conduct of the Office of the City Manager.

**SECTION 8. PROFESSIONAL ASSOCIATION AND DEVELOPMENT:**

City agrees to pay the dues for Jones' membership in the City Managers Association of Oklahoma and the International City Managers Association necessary for participation in national, state, regional and local associations. After prior approval by the City Council, the City agrees to budget and pay for travel and expense of Jones for professional and official travels and meetings to adequately continue his professional development and to pursue necessary official functions for the City including, but not limited to, Oklahoma Municipal League Annual Conference, semi-annual meetings of the City Managers Association of Oklahoma, the ICMA Annual Conference and local groups such as Rotary. City also will provide subscriptions designed to enhance Jones' professional development as a City Manager.

**SECTION 9. TERMINATION, SEVERANCE BENEFITS AND RESIGNATION:**

Notwithstanding the provisions of any other part of this Agreement, the City and Jones understand and agree that this Agreement is for an indefinite term and the City may terminate this Agreement at any time pursuant to the ordinances of the City and state law. Jones acknowledges and agrees that he serves as City Manager at the pleasure of the majority of the City Council and a majority vote of the City Council may terminate his employment. Furthermore, in the event of the death, physical or mental incapacity or retirement of Jones, this Agreement will be deemed terminated and the City shall have no further obligation under the Agreement.

A. In the event the City desires to terminate the employment of Jones, other than for "good cause" as defined below, prior to expiration of the term of the Agreement and during a time when Jones is still able and willing to perform his duties under this Agreement, the City shall:

1. Give Jones a ten (10) day written notice of the City's intent to terminate his services coinciding with the severance benefit period described in paragraph A(2) of this section;
2. Pay Jones a lump sum cash payment equal to three (3) months of his then current salary. The lump sum payment will also apply if the City changes the form of government during the term of this Agreement resulting in the elimination of the position of City Manager;

3. The City Council reserves the right to suspend Jones with pay during the term of this Agreement until all issues are resolved.

B. The provisions of Paragraph A of this Section shall not apply if Jones is terminated for “good cause” as defined in this Agreement.

C. In the event the City Council at any time during the term of this Agreement reduces the salary or benefits of Jones in a greater percentage than an applicable across-the-board reduction for all other employees, or the City changes its form of government to eliminate the position of City Manager, or the City Council acts to terminate, void or nullify this Agreement without giving notice as required in paragraph A, then Jones may, at his option, be deemed terminated effective as of the date of such reduction, change or action and will be entitled to the severance set forth in Paragraph A(2) of this Section at the rate of pay prior to the reduction, change or action upon submission of a properly executed claim.

D. “Good Cause:” For the purpose of this Agreement, the term “good cause” is defined as follows:

1. Any willful, knowing, grossly negligent or negligent breach, disregard or habitual neglect of any provisions of this Agreement, or any willful, knowing, grossly negligent or negligent breach, disregard or habitual neglect of any duty or obligation required to be performed by Jones under this Agreement, under any City Ordinance and/or laws of the State of Oklahoma or the United States of American;
2. Any misconduct by Jones involving an act of moral turpitude, criminal illegality (excepting minor traffic violations) or habitual violation of traffic laws, whether or not related to his official duties;
3. Any willful, knowing, negligent misapplication or misuse, directly or indirectly, by Jones of any public or other funds or other properly, real, personal or mixed, owned by or entrusted to the City, any public trust authority of the City, any agency or corporation of the City;
4. Any physical or mental illness or disability of Jones that prevents him from performing or being able to perform his duties as contemplated herein for a period in excess of sixty (60) calendar days.

In the event of termination of Jones for any of the grounds set forth in Subsection D above, Jones shall have no right to receive any severance pay as set forth in this Agreement or to receive any other benefits. However, he will be entitled to receive any prorated salary from the date of the last payroll check up to and including the date of his termination plus payment for any accrued but unused vacation leave computed on an hourly basis both as determined by dividing Jones’ current base rate of pay divided by 2080 hours.

**SECTION 10. GENERAL PROVISIONS:**

A. Assignment Prohibited: This Agreement is personal in nature and neither the City nor Jones may assign or otherwise delegate any of the rights, duties or obligations hereunder to any third party.

B. Complete and Entire Agreement: This Agreement sets forth and establishes the entire understanding between the City and Jones relating to the employment of Jones as the City Manager. The parties may, by mutual agreement in writing, amend or modify any provision of this Agreement during the term of the Agreement and any such amendments or modifications shall be incorporated and made a part of this Agreement.

C. Choice of Law/Forum Selection: The terms of this Agreement shall be governed under the laws of the State of Oklahoma. Any suit challenging any term or provision of this Agreement or any dispute arising under this Agreement must be brought in the District Court of McIntosh County, State of Oklahoma.

**SECTION 11. NOTICES:** Notices pursuant to the terms of this Agreement shall be given by depositing the same in the custody of United States Postal Service by certified mail/return receipt requested or by hand delivery with receipt acknowledged in writing to the following:

CITY: Eufaula City Council  
c/o City Clerk  
P.O. Box 684  
Eufaula, Oklahoma 74432

MANAGER: Jeb Jones

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of February 2022.

CITY OF EUFAULA, A Municipal Corporation

By: \_\_\_\_\_  
J. Todd Warren, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk  
(Seal)

EUFAULA PUBLIC WORKS AUTHORITY

By: \_\_\_\_\_  
J. Todd Warren, Chairman

ATTEST:

\_\_\_\_\_  
Secretary  
(Seal)

CITY MANAGER:

By: \_\_\_\_\_  
Jeb S. Jones

## EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into this \_\_\_\_ day of February 2022, by and among the City of Eufaula and the Eufaula Public Works Authority, a Public Trust whose sole beneficiary is the City of Eufaula (hereinafter collectively referred to as the “City”), and Jeb S. Jones (hereinafter referred to as “Jones”).

WHEREAS, the City is desirous of employing Jones to fill the position of City Manager which also encompasses the duties of General Manager of the Eufaula Public Works Authority beginning on February 14, 2022; and

WHEREAS, the City approved the employment of Jones as City Manager at a duly called City Council meeting held on January 28, 2022; and

WHEREAS, the City and Jones mutually believe that an Agreement negotiated between the City and Jones will be mutually beneficial to the City, Jones and the citizens of Eufaula; and

WHEREAS, the City and Jones believe that this Agreement will assist in strengthening the City Council-City Manager relationship by enhancing excellence and continuity of the management of the City for the benefit of and on behalf of the citizens of the City; and

WHEREAS, the parties to this Agreement acknowledge that it is prudent to establish, in advance, a just means for termination of the relationship at such time as Jones may be unable to fully discharge his duties or when either party to the Agreement may otherwise desire to terminate the relationship; and

WHEREAS, the City desires to employ Jones on the terms and conditions set forth below and Jones desires to accept such employment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**SECTION 1. DUTIES:** The City hereby employs Jones and Jones accepts employment as City Manager to render services and perform duties to and for the City as specified in the Ordinances of the City and state law and to perform other legally permissible and proper duties and functions as the City Council may assign from time to time. Jones agrees to comply with all State and Federal laws, and all City policies, procedures, rules and Ordinances as they now exist or may hereinafter be amended. All duties assigned to Jones by the City shall be appropriate to and consistent with the professional role and responsibility of a City Manager and manager of a public trust. Jones agrees to perform all such duties and fulfill all responsibilities with reasonable care, diligence, skill and expertise.

## **SECTION 2. TERM:**

A. Subject to the provisions respecting the termination of this Agreement as set forth herein, the initial term of this Agreement shall be from February 14, 2022, until June 30, 2023, subject to sufficient appropriation of funds. If written notice is not given by either party to the other party at least ninety (90) days prior to June 30, 2023, this Agreement shall be mutually ratified for one additional fiscal year on the same terms and conditions. Thereafter, this Agreement will be deemed mutually ratified for successive one (1) year terms commencing on July 1<sup>st</sup> of each fiscal year unless either party gives written notice to the other party at least ninety (90) days prior to June 30<sup>th</sup> that the party does not wish to extend this Agreement for any additional one (1) year period. However, no extension of this Agreement may extend beyond June 30, 2026. The provisions of this paragraph are not intended to, and nothing in this Agreement shall be construed to fix a definite term of employment and Jones remains an “at-will” employee.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council by majority vote to terminate the services of Jones pursuant to the provisions set forth below.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Jones to resign any and all positions with the City by providing a sixty (60) day notice in writing addressed to the Mayor and City Council.

## **SECTION 3. SALARY AND BENEFITS:**

A. **Salary:** The base starting salary will be Ninety-Five Thousand Dollars (\$95,000.00) per year payable in equal installments on each pay date for all other city employees.

### **B. Benefits:**

1. Vacation and Sick Leave: Upon commencement of employment, Jones will be credited with two (2) weeks of vacation leave and two (2) weeks of sick leave calculated at the highest rate available under the City’s personnel policies. Thereafter, he will accrue vacation and sick leave at the same highest rate available. Upon separation of employment under any circumstances, Jones will not be paid for any accrued but unused sick leave.
2. Health Insurance: The City will pay for coverage for Jones and his spouse on the same terms and conditions as provided to other city employees.
3. Pension: City agrees to contribute to the Oklahoma Municipal Retirement Plan-CMO plan on behalf of Jones at the rate of 5% with an addition contribution of \_\_\_% by Jones. This contribution will be calculated on the base salary rate set forth in Section 3.A above.
4. Cellular Telephone: City agrees to provide Jones with a cellular telephone for his use solely in connection with the performance of official duties for the City.

The cellular telephone remains the property of the City. Since the cellular phone is provided to enhance Jones' ability to perform his duties for the City, he has no expectation of privacy and the City retains the right to review the content of the cellular phone at any time with or without notice. Jones acknowledges and agrees that the content of the cellular phone may be subject to disclosure to the public under the Open Records Act.

5. Mileage: Jones will be reimbursed for mileage at the rate of \$ .30 per mile for any trip exceeding twenty-five (25) miles from the City limits. Jones agrees to maintain a logbook reflecting all trips for which he seeks reimbursement including a summary of the reason for the trip.
6. Other Benefits: Unless otherwise modified by a provision herein, Jones will also be entitled to any additional benefits that are enjoyed by other employees of the City pursuant to applicable laws, authorities and personnel policies of the City.
7. Laptop: City will provide Jones with a laptop computer which will be owned by the City and will provide Jones with internet service for Jones' professional use as City Manager. Jones acknowledges and agrees that since the laptop and internet service are to allow him to perform his official duties, he has no expectation of privacy in any materials contained on the laptop or in records of his internet usage and the City reserves the right to examine both at any time with or without notice. Jones acknowledges that the content of the laptop computer and his internet usage may be subject to disclosure to the public under the Open Records Act.

**SECTION 4. RESIDENCY REQUIREMENT:** Jones shall establish a residency within ten (10) miles of the outer boundaries of the Eufaula School District no later than May 15, 2022 as provided in 11 O.S. §10-112.

**SECTION 5. PERFORMANCE EVALUATIONS:**

A. Jones' performance will be evaluated in writing at the end of the first six (6) months of employment. The City Council and Jones will define performance objectives which they determine necessary for the proper operation of the City and the attainment of the Council's goals and objectives. The City Council will establish a relative priority among the objectives that will be attainable by June 30, 2023.

B. Thereafter, if this Agreement is extended as provided above, Jones' performance will be evaluated by April of each subsequent year of employment.

C. In addition, the City Council may review and evaluate the performance of Jones when it deems appropriate. The evaluation should assess accomplishments of objectives, areas of concern and provide feedback and guidance to Jones with respect to future performance.

**SECTION 6. OUTSIDE EMPLOYMENT.** During the term of this Agreement and any extension, Jones shall be a full-time City Manager. He agrees to remain in the exclusive employment of the City until this Agreement is terminated and agree he will not work in any full or part time employment for any other employer prior to termination of the Agreement. The provision of this paragraph shall not be construed to prohibit occasional teaching or writing assignment or consulting assignment performed off duty.

**SECTION 7. HOURS OF WORK:** Jones acknowledges that to properly perform his duties he will be required to observe normal business hours and will also often be required to perform necessary services outside of normal business hours. Jones agrees to devote such additional time as is necessary for the full and proper performance of his duties and that the compensation provided for in this Agreement includes compensation for all services whenever performed. However, City will provide reasonable time off such as is customary for a City Manager so long as the time off does not interfere with the normal conduct of the Office of the City Manager.

**SECTION 8. PROFESSIONAL ASSOCIATION AND DEVELOPMENT:**

City agrees to pay the dues for Jones' membership in the City Managers Association of Oklahoma and the International City Managers Association necessary for participation in national, state, regional and local associations. After prior approval by the City Council, the City agrees to budget and pay for travel and expense of Jones for professional and official travels and meetings to adequately continue his professional development and to pursue necessary official functions for the City including, but not limited to, Oklahoma Municipal League Annual Conference, semi-annual meetings of the City Managers Association of Oklahoma, the ICMA Annual Conference and local groups such as Rotary. City also will provide subscriptions designed to enhance Jones' professional development as a City Manager.

**SECTION 9. TERMINATION, SEVERANCE BENEFITS AND RESIGNATION:**

Notwithstanding the provisions of any other part of this Agreement, the City and Jones understand and agree that this Agreement is for an indefinite term and the City may terminate this Agreement at any time pursuant to the ordinances of the City and state law. Jones acknowledges and agrees that he serves as City Manager at the pleasure of the majority of the City Council and a majority vote of the City Council may terminate his employment. Furthermore, in the event of the death, physical or mental incapacity or retirement of Jones, this Agreement will be deemed terminated and the City shall have no further obligation under the Agreement.

A. In the event the City desires to terminate the employment of Jones, other than for "good cause" as defined below, prior to expiration of the original term of the Agreement or any

extension thereof and during a time when Jones is still able and willing to perform his duties under this Agreement, the City shall:

1. Give Jones a ten (10) day written notice of the City's intent to terminate his services coinciding with the severance benefit period described in paragraph A(2) of this section;
2. Pay Jones a lump sum cash payment equal to three (3) months of his then current salary. The lump sum payment will also apply if the City changes the form of government during the term of this Agreement resulting in the elimination of the position of City Manager;
3. The City Council reserves the right to suspend Jones with pay during the term of this Agreement until all issues are resolved.

B. The provisions of Paragraph A of this Section shall not apply if Jones is terminated for "good cause" as defined in this Agreement.

C. In the event the City Council at any time during the term of this Agreement or any extension thereof reduces the salary or benefits of Jones in a greater percentage than an applicable across-the-board reduction for all other employees, or the City changes its form of government to eliminate the position of City Manager, or the City Council acts to terminate, void or nullify this Agreement without giving notice as required in paragraph A, then Jones may, at his option, be deemed terminated effective as of the date of such reduction, change or action and will be entitled to the severance set forth in Paragraph A(2) of this Section at the rate of pay prior to the reduction, change or action upon submission of a properly executed claim.

D. "Good Cause:" For the purpose of this Agreement, the term "good cause" is defined as follows:

1. Any willful, knowing, grossly negligent or negligent breach, disregard or habitual neglect of any provisions of this Agreement, or any willful, knowing, grossly negligent or negligent breach, disregard or habitual neglect of any duty or obligation required to be performed by Jones under this Agreement, under any City Ordinance and/or laws of the State of Oklahoma or the United States of American;
2. Any misconduct by Jones involving an act of moral turpitude, criminal illegality (excepting minor traffic violations) or habitual violation of traffic laws, whether or not related to his official duties;
3. Any willful, knowing, negligent misapplication or misuse, directly or indirectly, by Jones of any public or other funds or other property, real, personal or mixed, owned by or entrusted to the City, any public trust authority of the City, any agency or corporation of the City;

4. Any physical or mental illness or disability of Jones that prevents him from performing or being able to perform his duties as contemplated herein for a period in excess of sixty (60) calendar days.

In the event of termination of Jones for any of the grounds set forth in Subsection D above, Jones shall have no right to receive any severance pay as set forth in this Agreement or to receive any other benefits. However, he will be entitled to receive any prorated salary from the date of the last payroll check up to and including the date of his termination plus payment for any accrued but unused vacation leave computed on an hourly basis both as determined by dividing Jones' current base rate of pay divided by 2080 hours.

**SECTION 10. GENERAL PROVISIONS:**

A. Assignment Prohibited: This Agreement is personal in nature and neither the City nor Jones may assign or otherwise delegate any of the rights, duties or obligations hereunder to any third party.

B. Complete and Entire Agreement: This Agreement sets forth and establishes the entire understanding between the City and Jones relating to the employment of Jones as the City Manager. The parties may, by mutual agreement in writing, amend or modify any provision of this Agreement during the term of the Agreement and any such amendments or modifications shall be incorporated and made a part of this Agreement.

C. Choice of Law/Forum Selection: The terms of this Agreement shall be governed under the laws of the State of Oklahoma. Any suit challenging any term or provision of this Agreement or any dispute arising under this Agreement must be brought in the District Court of McIntosh County, State of Oklahoma.

**SECTION 11. NOTICES:** Notices pursuant to the terms of this Agreement shall be given by depositing the same in the custody of United States Postal Service by certified mail/return receipt requested or by hand delivery with receipt acknowledged in writing to the following:

CITY: Eufaula City Council  
c/o City Clerk  
P.O. Box 684  
Eufaula, Oklahoma 74432

MANAGER: Jeb Jones

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of February 2022.

CITY OF EUFAULA, A Municipal Corporation

By: \_\_\_\_\_  
J. Todd Warren, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk  
(Seal)

EUFAULA PUBLIC WORKS AUTHORITY

By: \_\_\_\_\_  
J. Todd Warren, Chairman

ATTEST:

\_\_\_\_\_  
Secretary  
(Seal)

CITY MANAGER:

By: \_\_\_\_\_  
Jeb Jones