

AGENDA ITEM

July 23, 2013

Subject: Employment agreement

Department: Finance

The City of Nevada and Michael Wade is entering into an employment agreement for personnel training and consulting for the new City Treasurer. Mr. Wade's extensive knowledge and expertise in accounting procedures and his familiarity specific to the City's financial operations will allow for the new City Treasurer to receive valuable training in a reasonably short amount of time.

BILL NO. 2013-035

ORDINANCE NO. _____

**A SPECIAL ORDINANCE OF THE CITY OF NEVADA MO AUTHORIZING AN
EMPLOYMENT AGREEMENT FOR PERSONNEL TRAINING WITH MICHAEL WADE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA,
MISSOURI THAT:**

Section 1. The attached agreement is approved as an obligation to the City of Nevada, Missouri.

Section 2. The City Manager is authorized and directed to execute the same.

PASSED, APPROVED and ADOPTED by the City Council of the City of Nevada, Missouri, on this _____ day of August, 2013.

CITY OF NEVADA, MISSOURI

(SEAL)

**By: _____
Seth Barrett, Mayor**

Attest:

Bev Baker, City Clerk

PERSONNEL TRAINING EMPLOYMENT AGREEMENT

Dated: August ____. 2013

This Employment Agreement is made and entered into by and between Michael Wade, hereafter called "Mr. Wade", and the City of Nevada, Missouri, a third class Home Rule Charter City of Missouri, hereafter called "City",

WHEREAS, Mr. Wade holds exhaustive experience and special expertise in accounting and software use particularly consistent with the accounting procedures and electronic data processing and storage procedures software and computer systems employed by the City, and is familiar in great detail with the specific accounting and financial aspects of the operations of the City of Nevada, and

WHEREAS, the City has an employee believed to be capable, with appropriate training, to perform accounting and data processing and storage activity needed by the City, and wishes to provide sophisticated training for said employee,

Now Therefore, it is mutually agreed:

1. Mr. Wade is hereby employed as an independent contractor, for a period of one year beginning on August 1, 2013, to provide training in accounting procedures and electronic data processing and storage, and use of the city's software, for the city's employee, which training will take place at the City Hall in rooms and with electronic facilities, software and computers in good operating condition to be provided by the City.

2. Mr. Wade will review the employee's progress and needs and recommend to the City Manager from time to time in regular progress consultations, the scope and content of the proposed training and coordinate and develop the same with the City Manager as the training progresses to the end that the employee might attain sufficient competency to responsibly manage and supervise the City's accounting and data storage needs.

3. Mr. Wade will be compensated at the rate of \$31 per hour dedicated to the training which will include one paid hour for travel time to and from the place of training on days worked.

4. Mr. Wade will dedicate approximately 40 hours each month to the training and will coordinate the times with the student and with the City Manager to the end that the times dedicated will be mutually convenient and effective. Hours may be modified by the City Manager to meet the realistic needs and issues confronted and addressed

5. Mileage, not to exceed 75 miles per day will be reimbursed for the "to and from" work transportation at 30 cents per mile.

6. Although the parties do not contemplate cancellation of the agreement, the City may cancel the agreement on 24 hours notice and the Independent Contractor may cancel the agreement with one week's notice.

7. The parties mutually understand and agree that Mr. Wade is employed as a professional consultant, as an independent contractor, and not as an employee. Mr. Wade will control within reasonable parameters the times and scope of the work to be performed, the methods employed and requirements to be imposed on the student. He will not be covered by the City's Worker's Compensation or liability insurance or the City's pension plan provisions or any of the City benefits accorded to its officers and employees. He will carry on his own automobile liability and property damage coverage in a carrier acceptable to him.

8. This writing constitutes the entire agreement between the parties.

IN WITNESS WEHREOF, the parties have executed this agreement to be effective on final approval by special ordinance of the City Council of the City of Nevada, Missouri.

City of Nevada, by its City Manager

Independent Contractor:

City of Nevada, Missouri

Michael Wade