



**COUNTY ADMINISTRATOR**  
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TO: Conan Smith  
Chair, Ways & Means Committee

FROM: Rolland Sizemore  
Chair, Board of Commissioners

DATE: March 17, 2010

SUBJECT: Employment Agreement between Verna J. McDaniel and  
Washtenaw County as Washtenaw County Administrator effective  
May 15, 2010

**BOARD ACTION REQUESTED:**

To authorize the Employment Agreement between Verna J. McDaniel and Washtenaw County as Washtenaw County Administrator effective May 15, 2010.

**BACKGROUND:**

Under policy direction of the Board of Commissioners, the County Administrator plans, organizes, coordinates and administers through management staff all county functions and activities. He/she provides policy guidance and program evaluation and administers and coordinates the activities of appointed managers and elected officials. As designed by Michigan law, the County Administrator serves as the county controller. He/she fosters cooperative working relationships with intergovernmental and regulatory agencies; various public and private organizations and county staff.

In December, 2009, Robert E. Guenzel announced that he will be retiring as Washtenaw County Administrator on May 14, 2010, after serving in such capacity for over 15 years. In January, 2010, the Board of Commissioners approved an aggressive timeline for posting, interviewing and hiring a successor County Administrator, with notation on the job posting that an internal candidate was being considered. Verna J. McDaniel was the only internal applicant for the County Administrator position. Ms. McDaniel was interviewed at the Working Session on Thursday, January 21, 2010 as part of the open meeting.

**DISCUSSION:**

On February 3, 2010, the Washtenaw County Board of Commissions authorized the appointment of Verna J. McDaniel as County Administrator effective May 15, 2010.

Ms. McDaniel has been in public service for more than 35 years. For 28 years she has been with Washtenaw County, most of those spent as Executive Director of Human Resources. Her many accomplishments in that role center on the use of technology and best business practices to make this public sector organization a model of excellent customer service – and a great place to work.

Ms. McDaniel's education includes a Bachelors of Business Administration from Western Michigan University School of Business and a Masters of Public Administration from Harvard University's John F. Kennedy School of Government.

**IMPACT ON HUMAN RESOURCES:**

None

**IMPACT ON BUDGET:**

None

**IMPACT ON INDIRECT COSTS:**

None

**IMPACT ON OTHER COUNTY DEPARTMENTS OR OUTSIDE AGENCIES:**

None

**CONFORMITY TO COUNTY POLICIES:**

Conforms to County Policies

**ATTACHMENTS/APPENDICES:**

Resolution

Employment Agreement for Verna J. McDaniel

A RESOLUTION AUTHORIZING THE EMPLOYMENT AGREEMENT BETWEEN  
VERNA J. MCDANIEL AND WASHTENAW COUNTY AS WASHTENAW COUNTY  
ADMINISTRATOR EFFECTIVE MAY 15, 2010

WASHTENAW COUNTY BOARD OF COMMISSIONERS

March 17, 2010

WHEREAS, on February 3, 2010, the Washtenaw County Board of Commissions authorized the appointment of Verna J. McDaniel as County Administrator effective May 15, 2010; and

WHEREAS, Ms. McDaniel has been in public service for more than 35 years. For 28 years she has been with Washtenaw County, most of those spent as Executive Director of Human Resources. Her many accomplishments in that role center on the use of technology and best business practices to make this public sector organization a model of excellent customer service – and a great place to work; and

WHEREAS, the Board of Commissioners authorized Corporation Counsel to negotiate an Employment Agreement between Verna J. McDaniel and the County, and bring back said Agreement for authorization by the Board of Commissioners no later than March 17, 2010; and

WHEREAS, the proposed Employment Agreement has been reviewed and accepted by Ms. McDaniel; and

WHEREAS, this matter has been reviewed by the Ways & Means Committee

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby authorizes the Employment Agreement for Verna J. McDaniel as Washtenaw County Administrator effective May 15, 2010 as attached hereto and made a part hereof

## EMPLOYMENT AGREEMENT

THE AGREEMENT, made and entered into the \_\_\_\_ day of March, 2010 between the County of Washtenaw, a Michigan municipal corporation, ("Employer") and Verna J. McDaniel, ("Employee") both of whom agree as follows:

### W I T N E S S E T H :

WHEREAS, Employer desires to employ the services of Verna J. McDaniel as Washtenaw County Administrator; and,

WHEREAS, it is the desire of the Washtenaw County Board of Commissioners, ("the Board") to provide certain benefits, establish conditions of employment and to set working conditions of the Employee; and,

WHEREAS, it is the desire of the Board to (1) secure and retain the services of Employee and to provide inducement for her to remain in such employment, (2) make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) provide a just means for terminating Employee's services at such time as she may be unable fully to discharge her duties due to disability or when Employer may otherwise desire to terminate her employment; and,

WHEREAS, Employee desires to accept employment with Washtenaw County as the Washtenaw County Administrator.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual covenants in the Agreement, the parties agree as follows:

#### Section 1. Duties and Responsibilities

Employer agrees to employ Verna J. McDaniel as Washtenaw County Administrator to perform the functions and duties specified in the attached job description and to perform other legally permissible and proper duties, functions and responsibilities as the Board shall from time to time assign.

#### Section 2. Term of Contract and Conditions of Extension

A, The term of the Employment Agreement shall commence on Saturday, May 15, 2010 and continue thereafter until terminated as set forth in Section 3.

B. Nothing in the Employment Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of the Employee at any time, subject only to the provisions set forth in Section 3 of the Agreement.

C. Nothing in the Employment Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her County position, subject only to the provision set forth in Section 3, paragraph D, of the Agreement.

D. Employee agrees to remain in the exclusive employ of the Employer until the Agreement is properly terminated, and will not accept other employment or become employed by any other employer until the effective termination date, unless such termination date is affected as hereinafter provided. The term "employed" shall not be construed to include occasional teaching or writing performed on Employee's time off.

### Section 3. Suspension, Termination, Severance Pay, Resignation and Disability Provisions

A. Employer may suspend the Employee with full pay and benefits at any time during the term of the Agreement, but only if (1) a majority of the Board and Employee agree, or (2) after a public hearing, a majority of the Board votes to suspend Employee for just cause, provided, however, that Employee shall have been given written notice setting forth any charges at least ten days prior to such hearing by the Board members bringing such charges.

B. If Employer desires to terminate the Agreement pursuant to Section 3F(l) and the Employee remains willing and able to perform her duties under the Agreement, Employer, after receiving a fully signed waiver and release of all claims from Employee, will pay Employee a lump sum cash payment equal to six months, aggregate salary, with deferred compensation and all insurance premium payments to remain in effect during the six-month period.

C. If at any time during the term of the Agreement, Employer reduces the salary or other financial benefits of Employee by a percentage greater than an applicable across-the-board reduction for all non-union employees of Employer, or if Employer refuses, following written notice, to comply with any other provision benefitting Employee herein, or the Employee resigns in lieu of discharge, then Employee may, at her option, be deemed to be "terminated" at the date of such reduction or such refusal to comply with the meaning and context of the severance pay provision in this Agreement.

D. If Employee voluntarily resigns her position with Employer before expiration of the term in this Agreement, then Employee shall give Employer three months notice in advance, unless the parties otherwise agree.

E. If the Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, or for twenty working days over a thirty working day period, Employer shall have the option to terminate the Agreement, subject to the severance pay requirements of Section 3, paragraph B. However, Employee shall be compensated for all accrued sick leave, vacation, holidays, and other

accrued benefits without regard to limit.

F. If the Employer desires to terminate the Agreement, it shall do so in one of two ways:

(1) In accordance with the Controllers Statute, MCLA 46.13b, the Board may terminate the Agreement by a two-thirds vote of all Commissioners elected to office, or

(2) In accordance with MCLA 46.11(q), by a majority vote of all Commissioners elected to office, after a notice of charges; a right to a hearing, and a determination by the Board that the Employee is guilty of official misconduct, or habitual or willful neglect of duty.

If the Agreement is terminated pursuant to subsection (1), the severance provided in Section 3B shall apply. If the Agreement is terminated pursuant to subsection (2), however, no severance shall be paid.

#### Section 4. Salary

A. Employer agrees to pay Employee \$155,000.00 annually for her services provided to the County under this Agreement effective on the date of her appointment, as provided in this Agreement. Such annual salary shall be payable in installments at the same time and manner as other employees of the Employer are paid.

B. In addition, Employer agrees to increase Employee's base salary and/or other benefits in such amounts and to such an extent as the Board may determine based upon an annual salary and performance review of the Employee made at the same time as similar consideration is given other employees or at a time to be established for such purposes.

C. The Employee will also be eligible for adjustments made to the Non-Union Salary Schedule.

#### Section 5. Performance Evaluation and Goal/Objective Setting

A. The Board shall annually review and evaluate the performance of the Employee in advance of her anniversary date. The review and evaluation shall comply with specific criteria developed jointly by Employer and Employee within six months of her appointment. The criteria may be changed as the Board may from time to time determine, in consultation with the Employee. Further, the Chair of the Board shall provide the Employee with a summary written statement of the findings of the Board and provide an adequate opportunity for the Employee to discuss her evaluation with the Board.

B. The Board and Employee shall annually define such goals and objectives which they determine necessary to properly operate the County and to attain the Board's policy objectives and shall further establish a relative priority among those various goals and

objectives, which shall be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provision of the Section, the Board and Employee mutually agree to abide by the provisions of applicable law.

#### Section 6, Leave, Health and Retirement Benefits

A. Upon voluntary resignation or termination as defined and set forth in Section 3, Employee shall be compensated for all accrued sick leave, vacation, holidays, and other accrued benefits in the same manner as other appointment Department Heads.

B. Employer agrees to provide and to make required premium payments for Employee for insurance policies for life, accident, sickness, disability income benefits, major medical and dependent's coverage group insurance covering Employee and her dependents as are in effect for other appointed Department Heads.

C. Employer agrees to provide and to pay the premiums for hospitalization, surgical and comprehensive medical insurance for Employee and her dependents.

D. In addition to the base salary paid by the Employer to Employee, Employer agrees to pay the maximum legally allowed into a deferred compensation plan (457) as designated by Employee on the Employee's behalf, in equal proportionate amounts each pay period, and to transfer ownership to succeeding employers upon Employee's resignation or termination.

#### Section 7. Professional and Job-Related Benefits

A. It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end Employee will be allowed to take time off as she deems appropriate during normal office hours.

B. Employee shall not spend more than ten hours per week in teaching, counseling, writing or other non-Employer connected business without the prior approval of the Board.

C. Employer's duties require that she shall have the exclusive and unrestricted use at all times during her employment with Employer of an automobile provided to her by the Employer.

Employer shall pay for liability, property damage and comprehensive insurance and for the purchase of lease, operation, maintenance, repair and regular replacement of the automobile assigned to the Employee.

D. Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for her to continue and fully participate in national, state, regional,

and local associations and organizations necessary and desirable for her continued professional growth and development, and for the good of the Employer.

E. Employer agrees to budget and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for the Employer, including, but not limited to, the Annual Conference of the International City/County Management Association and such other national, state, regional and local governmental groups and committees in which Employee serves as a member.

F. Employer also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for her professional development and for the good of the Employer.

G. Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and agrees to reimburse such general expenses, up to an amount not to exceed \$3,000 per year, and the Finance Director is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavit.

#### Section 8. Indemnification and Bonding

A. The Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as Administrator. Employer shall provide counsel and pay for all costs arising out of such actions.

B. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

#### Section 9. No Reduction of Benefits

Employer shall not at any time during the term of the Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all non-union employees of the Employer.

#### Section 1.0. Other Terms

A. The Board, on consultation with the Employee, shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions do not conflict with the provisions of the Agreement or any law.



B. All provisions of the County's Policies and Procedures and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to Employee as they would to other department head level employees of Employer, in addition to the benefits enumerated specifically for the benefit of Employee except as herein provided.

#### Section 11. Notice and General Provisions

A. Notices required pursuant to the Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice with the United States Postal Services.

B. The text of this document shall constitute the entire Agreement between the parties. .

C. The Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

D. The Agreement shall become effective commencing May 15, 2010.

E. If any provision, or any portion thereof, contained in the Agreement is held unconstitutional, invalid or unenforceable, the remainder of the Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, Washtenaw County has caused the Agreement to be signed and executed on its behalf by the Chair of the Board, and duly attested by its County Clerk, and the Employee has signed and executed the Agreement, both in duplicate, the day and year first above written.