

## AGENDA REPORT

To: Mayor Pat Humphrey and the Clare City Commission  
From: Jeremy Howard, City Manager  
Date: March 17, 2022  
Regarding: Approval of Police Chief Contract – David Saad

For the Agenda of March 21, 2022

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Background. As you know, Police Chief Brian Gregory has been planning on retiring. He recently set his final day as April 1, 2022 officially. We are thankful for the many years of dedicated service Chief Brian Gregory has given to the City of Clare so be sure to wish him a happy retirement when you see him out and about.

Over the course of the last several weeks, I have been meeting with Chief Gregory and also with Captain Dave Saad to discuss options for filling the position. After many hours of discussion and working through possible options, I have made the decision that I feel it is in the City of Clare's best interest to promote Captain Saad to the position of Police Chief. He has decades of honorable service to the city already, knows the community and businesses well, has a passion for Clare and desires to serve and be a part of the community, and has performed well as the Captain and 2nd in command for quite some time. I am excited to continue working even more closely with Dave in this new position.

An employment contract (*att'd*) has been negotiated with David Saad, and the City Commission is now asked to formally approve that employment agreement.

Issues & Questions Specified. Should the city commission approve an employment agreement with David Saad to become its new Police Chief?

Alternatives.

1. Approve the employment agreement.
2. Approve the employment agreement with changes.
3. Do not approve the employment agreement.
4. Set aside the decision regarding this matter to a later date.

Financial Impact. All wages, costs, and benefits of the proposed employment agreement are outlined in the contract document.

Recommendation. I recommend the city commission approve the proposed employment agreement with David Saad to become the new City of Clare Police Chief by adoption of Resolution 2022-024 (*copy att'd*).

Attachments.

1. Employment Agreement.
2. Resolution 2022-024.

**CONTRACTUAL AGREEMENT  
BETWEEN  
THE CITY OF CLARE AND DAVID SAAD**

This Agreement is made and entered into this 2nd day of April 2022, by and between the CITY OF CLARE, a municipal corporation, herein and after called "Employer," and David Saad, herein and after called "Employee." Both of the aforementioned parties understand and agree to the stipulations, terms, and conditions of this Contractual Agreement described herein.

WHEREAS, the Employer desires to employ David Saad as the Chief of Police of the City of Clare as provided by Charter; and

WHEREAS, it is the desire of the City Commission of the City of Clare to provide certain benefits, maintain certain established conditions of employment, and to set working conditions of said Employee; and

WHEREAS, the Employee desires to be employed as the Chief of Police of the City of Clare.

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

**Section 1 - Employment Status.**

The Employee's status under the terms of this Agreement is simply a restatement of the Charter of the City of Clare, which stipulates that the Police Chief is appointed by and serves at the pleasure of the Clare City Manager. The Police Chief is an at-will Employee, and may be discharged at any time, with or without cause.

**Section 2 - Duties.**

The Employer agrees to employ David Saad as the Chief of Police of the City of Clare to perform the functions and duties specified in the City Charter, the City Codes of the City of Clare, the laws of the State of Michigan, and to perform other legally permissible and proper duties assigned from time to time from the City Manager.

**Section 3 – Term and Termination.**

The term of this contract shall be three (3) years, commencing April 2, 2022. The employment relationship created by this agreement, may be terminated, with or without cause, and with or without notice, at any time, at the option of the Employer or the Employee. No individual City Commissioner, and no City Employee apart from the City Manager, other than by act of the City Commission itself, has any authority to enter into, modify, or make any agreement to the contrary to the terms of this Agreement.

**Section 4 - Suspension.**

The City Manager may, at their discretion, suspend the Employee with full pay and benefits at any time during the term of this Agreement.

**Section 5 - Severance Pay.**

1. If the City Manager elects to terminate the Employee prior to the end of this Contract, for reason(s) other than founded felony-offense misconduct or for documented, proven and repetitive failure to meet established and mutually agreed-upon performance standards and objectives, the Employer shall compensate the Employee four (4) months of the annual salary at the time of termination, continue existing life insurance and healthcare insurance coverage for four (4) months, and compensate the Employee for all accrued (prorated) and unused Paid Time Off.
2. If the Employee is terminated for just cause, the provisions of this Section do not apply and the Employee shall receive no compensation or benefits other than any accrued (prorated) and unused Paid Time Off.

**Section 6 – Disability.**

If the Employee is permanently disabled or is otherwise unable to perform their duties due to a non-work-related sickness, accident, injury, or mental incapacity for a period of eight (8) weeks beyond any accrued Paid Time Off, the Employer shall have the option to terminate this Agreement, subject to the severance pay requirements set forth in Section 5.

**Section 7 - Salary.**

The Employee's salary for the stipulated contract period shall be \$60,675.00 annually paid in equal installments on a bi-weekly basis. Annual salary or other benefit changes during the stipulated Agreement period shall follow those negotiated and agreed to within the Command Officers Association of Michigan (COAM) Supervisor's Contract approved by the City Commission.

### Section 8 - Performance Evaluation.

The City Manager shall review and evaluate the performance of the Employee at least once annually. The review and evaluation shall be in accordance with specific criteria and standards developed jointly by the City Manager and the Employee. Special evaluations may be provided at any time at the discretion of the City Manager or may be requested once semi-annually by the Employee. The Employee will be provided with a signed summary written statement of the findings of the evaluation and be provided with an adequate opportunity for the Employee to discuss the evaluation with the City Manager. Annual evaluations shall be retained in the Employer's personnel files, in accordance with the City's file retention schedule. In effecting the provisions of this Section, the Employer and Employee mutually agree to abide by the provisions of applicable law.

### Section 9 - Hours of Work.

It is recognized that the Employee must devote a great deal of time outside of normal office hours to accomplish the business of the Employer. To that end, the Employee shall be allowed to take time off as approved by the City Manager during normal office hours.

### Section 10 – Mileage Reimbursement.

If the Employee utilizes their personal automobile, reimbursement for mileage shall be paid by the Employer at the rate permitted by the Internal Revenue Service.

### Section 11 – Paid Time Off (PTO)

- A. At the start of each fiscal year of Employment, the Employee will earn 296 hours of Paid Time Off. Paid Time Off may be used for illness, vacation, or personal days, at the discretion of the Employee. At the option of the City, the Paid Time Off may be credited to the Employee on a prorated basis, weekly, biweekly, or monthly in accordance with the schedule established by the City, in accordance with procedures in place for its union bargaining units. For any year during which separation occurs during the fiscal year, where the employee has already used leave advanced at the beginning of the fiscal year, the Employer shall be entitled to a credit for leave advanced and not accrued under the prorated period of the year worked. For any year that the employee works only a partial year, the PTO due that employee shall be prorated according to the time actually worked.
- B. Paid Time Off shall not be carried over from one fiscal year to the next. Paid Time Off shall be used, purchased by the Employer in accordance with the terms of this Agreement, or lost at the end of the fiscal year. The Employer may compensate the Employee for up to 80 hours of unused Paid Time Off, by purchasing said Paid Time Off from the Employee at the end of the fiscal year upon request of the Employee.
- C. Funeral Leave. The Employee shall be granted up to 3 days of Funeral Leave to attend a funeral of a member of their immediate family. 1 day of Funeral Leave shall be granted to attend the funeral of a close relative. Funeral Leave is not eligible to be carried over from one fiscal year to the next, and is not eligible for purchase by the City.
- D. Court Leave. The Employee shall be granted Court Leave with pay to allow the Employee to serve required jury duty or appear in court on behalf of the City.
- E. Compensatory Time. The Employer believes the Employee to be "exempt" under the definitions and provisions of the Fair Labor Standards Act, and, as such, is not entitled to accrue Compensatory Time.
- F. Holidays. The Employee shall receive the paid holidays that are provided to the City's union bargaining units.

### Section 12 - Disability, Health, & Life Insurance.

- A. The Employer agrees to provide medical and prescription insurance coverage for the Employee and their eligible dependents in an amount equal to that which is provided other full-time City employees under the terms stipulated in the Command Officers Association of Michigan (COAM) Supervisor's Contract. The Employer shall pay for the premiums of said coverage as allowed for under PA 152.
- B. The Employer shall provide dental and vision coverage to the Employee and their eligible dependents in a manner and policy consistent with that afforded other full-time City employees under the terms of the Command Officers Association of Michigan (COAM) Supervisor's Contract.
- C. The Employer shall provide a term life, accidental death and dismemberment, and short-term disability policy paid by the City with the principal sum consistent with that afforded other full-time City employees under the terms of the Command Officers Association of Michigan (COAM) Supervisor's Contract.

### Section 13 - Retirement.

- A. The Employee shall be entitled to retirement benefits in a manner, policy, and consistent with that afforded other full-time City employees under the terms stipulated in the Command Officers Association of Michigan (COAM) Supervisor's Contract.
- B. The retirement vesting period for the Employee shall be ten years.
- C. The Employee shall be entitled to voluntarily participate in the Employer's established Employee 457 Deferred Compensation Retirement Programs.

Section 14 - Dues and Subscriptions.

The Employer agrees to pay for professional dues and subscriptions of the Employee in an amount approved and appropriated in the City’s annual operating budget.

Section 15 – Professional Development.

The Employer agrees to pay for the professional development expenses in an amount approved and appropriated by the City, in the City’s annual operating budget. These expenses include registration fees, course attendance fees, and other fees related to the Employee’s attendance at professional seminars, meetings, and institutes – to include travel, lodging and subsistence.

Section 16 – Outside Employment.

The Employee agrees that they will not accept any outside long-term (more than one week in duration) employment that conflicts with their normal duties without the express permission of the Employer.

Section 17 – Clothing Allowance. The Employer agrees to budget and provide to the Employee an annual clothing allowance, the amount of said allowance consistent with that afforded other full-time City employees under the terms stipulated in the Command Officers Association of Michigan (COAM) Supervisor’s Contract.

Section 18 - Bonding.

The Employer shall bear the full costs of all fidelity bonds or other bonds required of the Employee under any law or ordinance or required in fulfilling the Employer’s expressed or implied conditions of Employment.

Section 19 – General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. This Agreement shall become effective commencing upon signing.
- D. If any provision of this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable; shall not be affected; and shall remain in full force and effect.

This Contractual Agreement was approved by Resolution of the City Commission of the City of Clare on the 21<sup>st</sup> day of March, 2022.

The Agreement is entered into

BY: \_\_\_\_\_  
Pat Humphrey, Mayor

AND

BY: \_\_\_\_\_  
David Saad, Police Chief

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**RESOLUTION 2022-024**

**A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING AN EMPLOYMENT AGREEMENT WITH ITS CHIEF OF POLICE.**

**WHEREAS**, the City of Clare has negotiated an employment agreement with its selected Chief of Police, Mr. David Saad; and

**WHEREAS**, it is the desire of said parties to enter into a contractual agreement outlining and stipulating the terms of the employer/employee relationship between two said parties; and

**WHEREAS**, said parties have outlined the terms, conditions, and stipulations of said employer/employee relationship in the written form of a contractual agreement and have mutually agreed to all provisions outlined therein.

**NOW THEREFORE BE IT RESOLVED THAT**, the Clare City Commission hereby approves an employment contract with David Saad to serve as its Chief of Police, the terms, conditions, stipulations, and provisions as outlined therein.

**ALL PREVIOUS RESOLUTIONS OR PARTS OF PREVIOUS RESOLUTIONS, OF THE CITY THAT ARE INCONSISTENT WITH THIS RESOLUTION ARE HEREBY RESCINDED.**

**The Resolution was introduced by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_. The Resolution declared adopted by the following roll call vote:**

**YEAS:**

**NAYS:**

**ABSENT:**

**Resolution approved for adoption on this 21st day of March, 2022.**

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**Diane Lyon, Clare City Clerk**