

City of Marlborough Public Meeting Posting

Meeting Name: City Council Personnel Committee
Date: January 31, 2022
Time: 6:30 PM
Location: City Council Chamber, 2nd Floor, City Hall, 140 Main Street

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2022 JAN 26 P 2:14

This meeting will be held in the City Council Chamber. Public attendance is permitted. The meeting will be televised on WMCT-TV (Comcast Channel 8) or Verizon/Fios Channel 34) or you can view the meeting using the link under the Meeting Videos tab on the city's website, home page (www.marlborough-ma.gov).

1/24/22 – Order No.22-1008496: Reappointment of David Giorgi as Police Chief for a four-year term to expire on August 20, 2025.

1/24/22 – Order No.22-1008498: Appointment of Jeremy McManus to the position of Assistant Solicitor for a term of three years effective from date of confirmation.

1/24/22 – Order No.22-1008499: Appointment of Sarah Hough to the Historical Commission for a term of three years effective from date of confirmation.

THE LISTING OF TOPICS THAT THE CHAIR REASONABLY ANTICIPATES WILL BE DISCUSSED AT THE MEETING IS NOT INTENDED AS A GUARANTEE OF THE TOPICS THAT WILL HAVE BEEN DISCUSSED. NOT ALL TOPICS LISTED MAY IN FACT BE DISCUSSED, AND OTHER TOPICS NOT LISTED MAY ALSO BE BROUGHT UP FOR DISCUSSION TO THE EXTENT PERMITTED BY LAW.

The public should take due notice that the Marlborough City Council may have a quorum in attendance due to Standing Committees of the City Council consisting of both voting and non-voting members. However, members attending this duly posted meeting are participating and deliberating only in conjunction with the business of the Standing Committee.

Electronic devices, including laptops, cell phones, pagers, and PDAs must be turned off or put in silent mode upon entering the City Council Chamber, and any person violating this rule shall be asked to leave the chamber. Express authorization to utilize such devices may be granted by the President for recordkeeping purposes.



IN CITY COUNCIL

Marlborough, Mass., JANUARY 24, 2022

ORDERED:

That the Reappointment of David Giorgi as Police Chief for a four-year term to expire on August 20, 2025, be and is herewith referred to the **PERSONNEL COMMITTEE**.

ADOPTED

ORDER NO. 22-1008496



City of Marlborough Office of the Mayor

RECEIVED
CITY CLERK'S OFFICE
Arthur G. Vigeant
MAYOR
2022 JAN 20 A 11:40
Patricia M. Bernard
EXECUTIVE AIDE

140 Main Street
Marlborough, Massachusetts 01752
508.460.3770 Fax 508.460.3698 TDD 508.460.3610
www.marlborough-ma.gov

Ryan P. Egan
EXECUTIVE SECRETARY

January 20, 2022

pasw1

Council President Ossing
Marlborough City Council
140 Main Street
Marlborough, MA 01752

RE: Reappointment of Chief David Giorgi as Police Chief

Honorable President Ossing and Councilors:

I am pleased to submit for your approval the reappointment of David Giorgi as the Police Chief for the City of Marlborough to expire on August 20, 2025; *four years from the date of the current executed employment agreement.*

Under Chief Giorgi's leadership, the department established its first accreditation from the Massachusetts Police Accreditation Commission and has recently received reaccreditation status for an additional three years.

He has successfully led his department throughout the pandemic, as well as kept the peace in our community during a volatile period while our country was, and is still, experiencing social justice and civil issues.

His recent contract is enclosed for your review. Please do not hesitate to contact my office with any questions or concerns.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosure

POLICE CHIEF EMPLOYMENT AGREEMENT

This agreement made and entered into pursuant to Chapter 41, Section 108O of the Massachusetts General Laws this 20th day of August, 2021 by and between the City of Marlborough (hereinafter the "City"), and David Giorgi of Marlborough (hereinafter "Giorgi," "Chief," or "Chief of Police").

WHEREAS, the City desires to employ the services of David Giorgi as Chief of Police of the City, and

WHEREAS, the Chief is willing to perform the duties of the position of Chief of Police according to the terms and conditions of this Agreement and other generally accepted practices within the City;

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

1. DUTIES:

The Chief shall devote that amount of time and energy reasonably necessary to perform the duties of the Chief of Police under this contract.

The operation and administrative control of the Police Department for the City shall be the responsibility of the Chief of Police; the Chief's duties shall include but not be limited to the following:

- A. Supervision of the daily operation of the Police Department; and
- B. Supervision of all Department personnel; and
- C. Preparation and submission of the Police Department budget; and
- D. Responsibility for all departmental expenditures, as well as receipt of funds and property in the custody of the Department; and
- E. Supervision and control of all Department equipment and vehicles; and
- F. Supervision of all special, auxiliary, and/or reserve officers; and
- G. Supervision and control of all training programs for department personnel and the assignment of personnel to such programs; and,
- H. Maintaining the discipline of department personnel and the issuing of orders, rules, regulations, policies and procedures; and
- I. Availability for hearings before any Board or Committee of the City at which the Police Department is required to appear and before the City Council, and for other meetings at the request of the Mayor, when necessary; and
- J. Responsibility for planning, organizing, directing, staffing and coordinating police operations;

- K. Communicating with the public on matters relating to crime, Police operations, and department policy; and other duties as assigned by the Mayor of the City, as may from time to time be required; and
- L. Additional duties shall include, but not be limited to, those found within the position description attached hereto, and made a part hereof, as Exhibit "A."

2. APPOINTMENT AND TERM:

The term of appointment shall be for a period of four (4) years commencing on April 1, 2021 and ending on March 31, 2025, unless terminated sooner under the provisions of this Agreement.

3. DISCIPLINE OR DISCHARGE:

- A. It is agreed that the Chief of Police may be disciplined or discharged by the Mayor for just cause, upon proper notice and only after a hearing before a hearing officer designated by the Mayor, at which the Chief of Police shall have the right to be represented by counsel. The Chief of Police shall have the option of choosing whether any such hearing shall be closed to the public or held as an open or public hearing. The principle of progressive discipline will apply and the City may provide the Chief with periodic performance evaluations.

4. RESIGNATION:

If Giorgi resigns during the term of this Agreement, he must provide to the Mayor of the City a six (6) month written notice unless a lesser time is mutually agreed upon between himself and the Mayor. If Giorgi does not provide said six (6) month notice and a lesser time is not mutually agreed to in writing between Giorgi and the Mayor, then the maximum amount of the sick leave buy-back benefit set forth in Section 7(D) shall be reduced by fifty percent (50%).

5. REAPPOINTMENT:

If the Mayor decides not to reappoint Giorgi for a successive term for any reason other than those outlined in Section 3.(A.), Giorgi may choose to serve out the balance of his term as Chief, or he may resign in accordance with Section 4 of this Agreement, in which case, he shall be entitled to his current pay, benefits, and expenses for the balance of the term of this Agreement or until the effective date of his resignation, whichever first occurs, unless prior to the effective date of his resignation he is discharged under the provisions of this Agreement. In the event that the Mayor decides not to reappoint Giorgi for a successive term for any reason, the Mayor must provide Giorgi with notice of such non-reappointment at least six (6) months in advance.

6. INDEMNIFICATION:

The City agrees that it shall defend, where permitted by law, save harmless and indemnify the Chief of Police against any tort, professional liability claim or demand or other civil or criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties, provided that the Chief acted in good faith. The City may compromise and settle any claim or suit, unless prohibited by law, and will pay the amount of any settlement or judgment rendered thereon without recourse to the Chief. The City shall reimburse the Chief in connection with any claims or suits involving the Chief in his professional capacity. This section shall survive the termination of this Agreement.

7. ADDITIONAL BENEFITS:

The following benefits shall be afforded to Giorgi:

- A. Giorgi shall be entitled to annual vacation time of seven (7) weeks based on a five (5) day week (35 days per year) which vacation time shall accrue on January 1st of each calendar year of this Agreement beginning with January 1, 2018. One year accumulation allowed to carry forward to the next year. Any vacation carried in excess of one year's accumulation must be approved by the Mayor.
- B. Intentionally Omitted.
- C. Giorgi shall be entitled to six (6) annual personal days, and sick leave accrual at 1 ¼ days per month credited on the first of each month (a total of 15 days annually). Said personal days and sick leave shall accrue on January 1st of each calendar year of this Agreement beginning with January 1, 2018, and shall be subject to the terms of Chapter 125 of the City Code, as may be amended from time to time.
- D. When Giorgi retires as Chief of Police, he shall be entitled to a sick leave buy-back benefit. Provided that he has maintained a balance of 90 sick leave days for five consecutive years, he shall be eligible to buy back ninety (90) days, at his Chief of Police hourly per diem salary rate, up to a maximum amount of \$70,000.00.
- E. In each calendar year of this Agreement, Giorgi is entitled to buy back up to ten (10) days of unused sick leave at his current Chief of Police hourly rate.

F. Intentionally Omitted.

G. Giorgi may participate in all health and life insurance plans to the same extent and with the same contribution ratio as may from time to time be made available to other department heads.

H. As Chief, Giorgi shall receive a \$500.00 uniform clothing allowance payable at his request during each calendar year of this Agreement. Chief Giorgi shall also receive uniform cleaning benefits.

I. The Chief shall be entitled to injured-on-duty benefits provided in M.G.L. c. 41, § 111F.

J. The City recognizes its obligation to the professional development of the Chief of Police, and agrees that the Chief of Police shall be given adequate opportunities to develop his skills and abilities as a law enforcement administrator; accordingly the Chief of Police shall be allowed to attend the Massachusetts, New England, and the International Association of Chiefs of Police training conferences, as well as other short courses, institutes, and seminars that the Chief reasonably judges to be necessary for his professional development. Such course, conferences, and seminars may be attended without loss of vacation or other leave, and any reasonable costs incurred by the Chief of Police in relation to his attendance shall be reimbursed by the City contingent upon approval by the Mayor and the sufficiency of the appropriation therefore.

8. DEATH DURING TERM OF EMPLOYMENT:

- A. If the Chief of Police dies during the term of this Agreement, the City shall pay to his estate all compensation which would have been due the Chief of Police up to the date of his death, including, but not limited to, the value of his accumulated and unused sick leave up to a maximum of \$70,000.00 under the terms and conditions provided in paragraph 7.D herein.

9. COMPENSATION:

- A. The Chief of Police shall receive a comprehensive salary of \$191,000.00, effective April 1, 2021.
- B. The Chief of Police shall receive the same percentage increase received by the Marlborough Police Department Command Officers (MCOP, Local 366, AFL-CIO) in subsequent years beginning July 1, 2022.

The Chief's duties require that he shall have the exclusive and unrestricted use, at all times during employment, of a motor vehicle provided to him by the City. Said

motor vehicle may be used by the Chief for reasonable personal reasons, since the Chief is "on-call" in the event of an emergency.

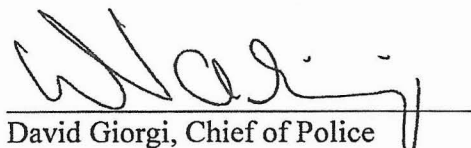
- C. When the Marlborough Police Department has attained the "Accredited" status through the Massachusetts Police Accreditation Commission, the Chief shall receive an annual stipend payment, not into base salary, in the amount of \$1,500.00 beginning July 1, 2021. Said annual stipend shall be due for each successive fiscal year in which "Accredited" status is maintained as of July 1.

10. SEVERABILITY:

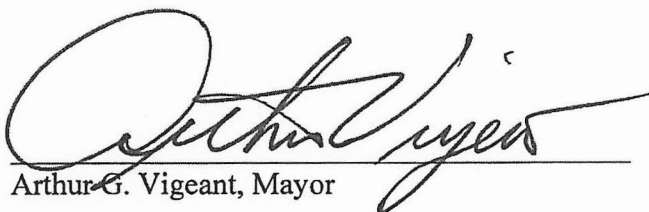
If any clause or provision of this Agreement shall be determined to be illegal by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument the date and year first written above.

FOR THE CHIEF OF POLICE:


David Giorgi, Chief of Police

FOR THE CITY OF MARLBOROUGH:


Arthur G. Vigeant, Mayor

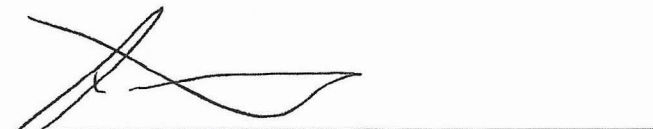

Approved as to form:
Jason D. Grossfield, City Solicitor

EXHIBIT “A”

City of Marlborough

Marlborough, MA 01752

AA16-34

December 8, 2016

POSITION AVAILABLE CHIEF OF POLICE

The City of Marlborough (pop. 40,000) seeks to fill the position of Chief of Police. The Department has seventeen command and forty-eight police officers. The primary responsibility is to provide effective and efficient delivery of contemporary policing services to the community and its people. The Chief will work under the policy direction of the Mayor and according to the applicable provisions of federal law, state statutes and City Codes with considerable latitude for independent judgement and action. He/she will manage and control the City's Public Safety Communications Unit, including the operation of the 911 Call Center; the dispatching of EMS, Fire and Police Units, and the development and maintenance of the City's Enhanced 911 Data Base. The Chief serves as Issuing Authority for various licenses and permits and will be a member of several Committees and Commissions.

Some of the duties and responsibilities will include: the management and administration of personnel, equipment, and financial resources to accomplish the following purposes: maintenance of peace and order; provision of emergency and non-emergency law enforcement and public safety services; peaceful resolution of interpersonal differences in the community; prevention and detection of criminal activity; apprehension and prosecution of persons engaged in criminal activity; enforcement of statutes, ordinances, and regulations; preparation and presentation of the capital and annual operating budget; performing labor relations functions including union negotiations and grievance processing.

Minimum Qualifications: shall have served a minimum of five consecutive years as a full-time member of the Marlborough Police Department, of which three consecutive years immediately prior to appointment as Chief must have been in a Command Officer's position in the Marlborough Police Department; must possess a minimum of a Bachelor's Degree in law enforcement or a related field.

Salary: \$161,282.39

A copy of the full job description, referred to in the above paragraph and a copy of §34-1.1., Marlborough City Code, relative to the appointment and qualifications for the position of Chief of Police, are attached to this position notice.

Please forward cover letter and resume to:

Human Resources Director

City of Marlborough

140 Main Street

Marlborough, MA 01752

humanresources@marlborough-ma.gov

AA/EOE

Deadline for applications: December 23, 2016

CHIEF OF POLICE

Full Job Description

Position Purpose:

The Chief of Police has primary responsibility for the effective and efficient delivery of contemporary policing services to the community and its people. He/she also has primary responsibility for the management and control of the City's Public Safety Communications Unit, including: the operation of the 911 Call Center; the dispatching of EHS, Fire and Police Units; and, the development and maintenance of the City's Enhanced 911 Data Base.

The Chief is responsible for the management and administration of the department 's personnel, equipment and financial resources to accomplish the following purposes: maintenance of peace and order; provision of emergency and non-emergency law enforcement and public safety services; peaceful resolution of interpersonal differences in the community; prevention and detection of criminal activity; apprehension and prosecution of persons engaged in criminal activity; and, enforcement of statutes, ordinances and regulations. The Chief of Police is responsible for maintaining and improving the efficiency and effectiveness of all areas under his/her direction and control.

Supervision:

Supervision Scope: Performs complex and highly responsible duties requiring a high level of initiative and independent judgment in the planning, administration and execution of the department 's programs and services, and in the direction of its personnel. The incumbent is required to work independently in formulating decisions regarding department policies, procedures, operations and plans.

Supervision Received: Works under the policy direction of the Mayor and according to the applicable provisions of federal law, state statutes and the City Code with considerable latitude for independent judgement and action. Assumes responsibility for developing and achieving the department goals and objectives.

Supervision Given: Supervises all department employees, developing job direction, assigning tasks and instructions, and monitoring personnel performance evaluation, directly and indirectly through subordinates.

Job Environment:

Work is performed primarily in offices, vehicles, and outdoor settings; work may be performed under variable weather conditions; incumbent is exposed to and may participate in life threatening police and public safety activities, incidents and emergencies. Noise levels in the work environment are usually quiet in office settings and potentially loud during emergencies and at incident locations; work may be physically and mentally stressful. The Chief is on call, at all times, to respond to incidents or emergencies and to perform required managerial duties.

Operates computer devices, computer applications, and standard office equipment such as telephones, copiers, facsimile machines; when at emergency and/or incident may be required to operate or use some or all of the following equipment: police cruiser, two-way radio, cellular phone, department-issued weapons, other protective and restraining devices.

Has frequent contact with City and state officials, other police and public safety officials, criminal justice agencies and the media; requires excellent leadership, client service and communication skills; contacts

CHIEF OF POLICE

Full Job Description (continued)

are in person, in writing and by telephone and require discussing highly complex managerial, administrative and legal matters. Has access to extensive confidential information such as personnel records, criminal investigations and records, litigation, personal information about citizens and collective bargaining issues.

Errors can be costly in terms of decreased or less effective and efficient protection of persons and property, confusion and delay, direct financial and legal repercussions for the City and potential loss of public confidence in Police Department and City government.

Essential Functions:

(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed and are used as guides for personnel actions. The omission of specific statements or duties does not exclude them from the position when the work is similar, related or logical assignment to the position.)

Analyzes and evaluates the effectiveness and responsiveness of department operations; determines, initiates and implements departmental goals, objectives, policies, programs, activities, rules, regulations, procedures, practices and courses of police conduct to improve policing services; consults with the Mayor and the City Council regarding major policy or resource allocation changes. Prepares and presents the capital and annual operating budgets and manages the department's operations within approved resource limits.

Determines and establishes the department's organizational structure; assigns and allocates department personnel. Performs labor relations functions including negotiations and grievance processing for department bargaining units.

Supervises directly, through subordinate administrators and through standing or special orders sworn police officers, support employees and other persons authorized to act on behalf of the department; delegates and provides for the delegation of work and responsibilities, but retains final authority and responsibility for department decisions and actions; maintains good employee discipline and reviews employee performance; personally and with supervising officers, deals with assignments, discipline, morale, training and other issues affecting department members; advises, assists and consults with department personnel in non-routine matters. Establishes and enforces departmental standards, policies and practices for information collection, accuracy, completeness and distribution; establishes and maintains recognized channels for effective department communications through which information flows.

Works and cooperates with other law enforcement agencies, City Departments and officials in the execution of official duties and responsibilities.

Serves as the departments' primary representative to civic organizations, public interest groups, elected representatives, schools, etc. Attends meetings related to public safety issues and law enforcement.

Acts as the Incident Commander for major incidents of a police or law enforcement nature. As Incident Commander manages or directs police, fire and EHS resources and personnel. Acts as Police

CHIEF OF POLICE

Full Job Description (continued)

Commander for major fire or EHS incidents; in coordination with fire/EHS Incident Commander, supervises/manages police personnel involved in incident.

Other Functions:

Regularly appears before the City Council, Council committees, state agencies and various municipal boards and commissions to present information and testimony on proposed statutes, ordinances, regulations, special permits, licenses and other matters affecting law enforcement, public safety, traffic and the Police Department.

Provides for the preparation of applications for financial assistance from state, federal and other agencies.

Serves as Chairman of both the Traffic Commission and the Public Safety Communications Committee. Serves as member of the Site Plan Committee.

Functions as the License or Permit Issuing Authority for the following:

- A. Firearms Licenses;
- B. Auction Permits;
- C. Parking Permits;
- D. Street Closing Permits (for parades, public events and certain work being performed in or adjacent to public ways);
- E. Sunday and Holiday Work Permits;
- F. Solicitor Licenses;
- G. Block Party Permits.

The Chief of Police is also responsible for the:

- A. Issuance of Animal Control Orders;
- B. Review of State Hawker/Peddler License applications;
- C. Review of applications for appointment as a Constable;
- D. Issuance of Letters of Clearance.

Performs similar or related work as required, directed or as situation dictates.

Minimum Qualifications for Appointment:

To be appointed, an Applicant:

- A. Shall have served a minimum of five (5) consecutive years as a full-time member of the Marlborough Police Department, of which at least three (3) consecutive years immediately prior to the appointment as Chief must have been in a Command Officer's position in the Marlborough Police Department;
- B. Must possess a minimum of a bachelor's degree in law enforcement or a related field.
- C. Valid Massachusetts motor vehicle operator's license
- D. Certification as a police officer by the Massachusetts Criminal Justice Training Council
- E. Firearms certification
- F. Must meet all Police Officer certification requirements for the State of Massachusetts and the City of Marlborough.

CHIEF OF POLICE

Full Job Description

(continued)

*** SEE COPY OF 34-1.1, MARLBOROUGH CITY CODE BELOW, WHICH IS MADE A PART OF THIS POSITION NOTICE, FOR A FULL EXPLANATION OF THE QUALIFICATIONS NECESSARY FOR APPOINTMENT AND THE APPOINTMENT PROCESS. ***

§34-1.1. Chief of Police; appointment; qualifications. [Added 12-5-88 by Ord. No. 88-2401A]

- A. *The Chief of Police, subject to the requirements below, shall be appointed by the Mayor, subject to the confirmation of the City Council, for a term of four (4) years beginning July 1, 1989, except that the first Chief of Police appointed under this section shall take office on the day after he is confirmed and serve until June 30, 1995, or until his successor is appointed and sworn to the duties of the office.*
- B. *Any person so appointed shall possess a minimum of an associate's degree in law enforcement or a related field if his appointment as Chief precedes July 1, 1996; and any person so appointed on or after July 1, 1996, shall possess a minimum of a bachelor's degree in law enforcement or a related field.*
- C. *Any person so appointed shall have served a minimum of five (5) consecutive years as a full-time member of the Marlborough Police Department, of which at least three (3) consecutive years immediately prior to the appointment as Chief must have been in a command officer's position in the Marlborough Police Department, except as noted below.*
- D. *Command officers shall include all ranks above police officer, and service on a provisional or temporary after certification basis shall be counted toward the three-year minimum. Said command officer may, at his option, retain his highest civil service rating in the Police Department by obtaining a civil service leave of absence which shall, if requested, be approved by the Mayor.*
- E. *If less than three (3) qualified candidates, as defined above, within the Marlborough Police Department are willing to accept the position, the Mayor may appoint from among the lesser number or shall notify the City Council, in writing, of his reasons not to do so and of his reasons to recruit and appoint from among candidates, otherwise qualified, but who are not currently members of the Marlborough Police Department.*
- F. *Any Chief of Police appointed pursuant to this section shall serve in office and hold full powers and duties until his successor is appointed and sworn to the duties of the office.*



IN CITY COUNCIL

Marlborough, Mass., JANUARY 24, 2022

ORDERED:

That the Appointment of Jeremy McManus to the position of Assistant City Solicitor for a term of three years effective from date of confirmation, be and is herewith referred to the **PERSONNEL COMMITTEE.**

ADOPTED

ORDER NO. 22-1008498



City of Marlborough
Office of the Mayor

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
Arthur G. Vigeant
MAYOR

2022 JAN 20 11:40
Patricia M. Bernard
EXECUTIVE AIDE

140 Main Street
Marlborough, Massachusetts 01752
508.460.3770 Fax 508.460.3698 TDD 508.460.3610
www.marlborough-ma.gov

Ryan P. Egan
EXECUTIVE SECRETARY

January 20, 2022

pasw

Council President Ossing
Marlborough City Council
140 Main Street
Marlborough, MA 01752

RE: Recommended Appointment of Jeremy McManus as Assistant City Solicitor

Honorable President Ossing and Councilors,

I am pleased to recommend the appointment of Jeremy McManus to serve as Assistant City Solicitor in our Legal office replacing Jay Piques.

Mr. McManus is a graduate of Boston College Law School and brings a variety of experience in civil litigation as outlined in his enclosed resume. The City is fortunate to have found a candidate of this caliber during this unprecedented labor shortage, and we look forward to filling this busy role.

I'd like to take this opportunity to thank Solicitor Grossfield for his dedication in prioritizing issues while solely operating the office over the last few months.

I am requesting that this appointment be taken up as soon as possible since Mr. McManus has arranged to start with the City on February 7, 2022.

If you have any questions, please do not hesitate to contact me or City Solicitor Grossfield.

Sincerely,

Arthur G. Vigeant
Arthur G. Vigeant
Mayor

Enclosures



City of Marlborough

Legal Department

140 MAIN STREET
MARLBOROUGH, MASSACHUSETTS 01752
TEL (508) 460-3771 FAX (508) 460-3698 TDD (508) 460-3610
LEGAL@MARLBOROUGH-MA.GOV

JASON D. GROSSFIELD
CITY SOLICITOR

SUSAN CORREIA
PARALEGAL

January 18, 2022

Arthur G. Vigeant
Mayor
City of Marlborough
140 Main Street, 4th Floor
Marlborough, MA 01752

Re: Recommendation for Appointment of Jeremy McManus as Assistant City Solicitor


Dear Mayor Vigeant:

I write to recommend the appointment of Jeremy McManus to serve as Assistant City Solicitor for the City of Marlborough.

Mr. McManus is currently an associate attorney with the law firm of Melick & Porter, LLP, representing clients in a variety of civil litigation matters. Previously, Mr. McManus served as an Assistant District Attorney with the Essex District Attorney's Office prosecuting criminal matters in the Peabody and Lynn District Courts. I note that the City received a number of highly-qualified applicants, and it is my honor to recommend Mr. McManus for appointment.

Thank you and please contact me if you have any questions.

Respectfully,



Jason D. Grossfield
City Solicitor

Enc.

cc: Christine Purple, Human Resources Dir.

JEREMY McMANUS

EDUCATION

Boston College Law School, Boston, MA

Juris Doctor, May 2017

GPA: 3.247/4.0

Honors: *Journal of Law and Social Justice*, Executive Comment Editor; *BC Law Grimes Moot Court Competition*, Quarterfinalist & Top Five Brief Award

Activities: Negotiation Competition, Client Counseling Competition, Innocence Clinic, Moot Court

Hobart College, Geneva, NY

Bachelor of Arts, cum laude, in Philosophy, May 2014

GPA: 3.61/4.0

Honors: Dean's List (7 semesters), Hobart College Heritage Scholar (7 semesters)

Activities: Vice President, Delta Chi Fraternity; Member, Debate Team

EXPERIENCE

Melick & Porter, LLP

Boston, MA

Associate Attorney

February 2020-Present

- Handled a variety of cases defending insurance companies and their insureds in Massachusetts courts, including general liability, premises liability, professional liability, and toxic torts cases
- Conducted depositions and completed written discovery in dozens of civil matters

Essex District Attorney's Office

Lynn, MA and Peabody, MA

Assistant District Attorney

September 2017- February 2020

- Represented the Commonwealth of Massachusetts in trials, motions, arraignments, and hearings in the Peabody and Lynn criminal district courts
- Prosecuted over thirty cases to trial verdict for crimes including operating under the influence of liquor or drugs, assault and battery with a dangerous weapon, and possession with intent to distribute narcotics

U.S. Department of Justice

Washington, D.C.

Legal Intern, Federal Bureau of Prisons, Office of General Counsel, Employment Law Branch Summer 2016

- Drafted memoranda on employment law issues, including establishing sex as a bona fide occupational qualification and recovering attorney's fees in Equal Employment Opportunity Commission cases
- Reviewed and amended letters prepared by Human Resource officials proposing staff discipline

U.S. Attorney's Office

Boston, MA

Legal Intern, Criminal Division, Narcotics and Money Laundering Unit

Summer 2015

- Conducted legal research and drafted memoranda on issues such as the admissibility of evidence gained during plea negotiations and when a party may request an evidentiary hearing

Middlesex District Attorney's Office

Woburn, MA

Intern, Communications/Special Projects

Summer 2014

- Drafted press releases providing information about high profile cases and office initiatives

U.S. Department of Education

Boston, MA

Investigative Intern, Office for Civil Rights

Summer 2013

- Reviewed documents, conducted legal research, and prepared case summaries to assist attorneys investigating claims of Federal civil rights violations

U.S. Department of Justice

Washington, D.C.

Intern, Civil Rights Division, Federal Coordination and Compliance Section

September-December 2012

- Assisted attorneys with civil rights cases involving failures of recipients of federal financial assistance to provide language access to limited English proficient individuals



IN CITY COUNCIL

Marlborough, Mass., JANUARY 24, 2022

ORDERED:

That the Appointment of Sarah Hough to the Historical Commission for a term of three years effective from date of confirmation, be and is herewith referred to the **PERSONNEL COMMITTEE**.

ADOPTED

ORDER NO. 22-1008499



City of Marlborough
Office of the Mayor

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
Arthur G. Vigeant
MAYOR

2022 JAN 20 A 11:40
Patricia M. Bernard
EXECUTIVE AIDE

140 Main Street
Marlborough, Massachusetts 01752
508.460.3770 Fax 508.460.3698 TDD 508.460.3610
www.marlborough-ma.gov

Ryan P. Egan
EXECUTIVE SECRETARY

Prsm

January 20, 2022

Council President Ossing
Marlborough City Council
140 Main Street
Marlborough, MA 01752

RE: Recommended Appointment of Sarah Hough to the Historical Commission

Honorable President Ossing and Councilors,

I am pleased to recommend the appointment of Sarah Hough to the Historical Commission to replace Alan Slattery. Ms. Hough brings a diverse background and holds state certifications in Strategic Sourcing, Public Contracting Overview and MCPPO Certification, as well as an M.S. in project and program management and a B.A. in Legal Studies and Classical Studies.

Ms. Hough has expressed an interest to get involved with her community, and I believe she would be a great asset to our Historical Commission. I would like to take this opportunity to thank Alan Slattery for his dedication and nearly five years of service helping to preserve the historical assets of our fine City.

If you have any questions, please do not hesitate to contact my office.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures

RE: Committee and Board Interests

Dear Nathan Boudreau,

I am writing to express my interest in the potential opportunities to fill vacancies on city boards and committees. I have lived in Marlborough for ten years and I would like to become more involved in the community.

I currently work for the Commonwealth as an Administrative Officer for the Office of Management and Budget with the Department of Mental Health. My position oversees the annual budget and procurement for the southeast area of the state, including four state operated facilities. Additionally, I am responsible for adhering to all state regulations, policies, and departmental practices, while monitoring analysis of individual contracts for human and non-human services for compliance. I am familiar with many areas of Massachusetts General Law and I anticipate completing the required courses for the Massachusetts Certified Public Purchasing Official certification by the end of the year.

Prior to my current position I was an Associate Director at Brandeis University responsible for the budget and operations of two research centers. While at Brandeis I sat on numerous boards, panels, and committees; one being the University Technology Committee assigned with procuring a new enterprise resource planning software system for the University.

My experience spans into diverse environments with a strong focus in management and operations. Specifically, my strengths lie in project management, research, quantitative analysis, planning, and reporting. In addition to my experience, my education is well suited to working with the Planning Board, Zoning Board of Appeals, or the Historical Commission, having earned a bachelor's degree in Legal Studies and a master's degree in Project and Program Management.

To discuss the depth of my qualifications or to answer questions, please contact me at
I look forward to discussing this
opportunity with you.

Thank you for your consideration.

Regards,

Sarah Hough

Work Experience

Administrative Officer IV

Commonwealth of Massachusetts

October 2017 – Present

- Manage 100MM budget for the Southeast Area of the Department of Mental Health, including human service contracts, facility contracts, and program contracts.
- Reviews and approves the requests for purchase of services submitted by Southeast Area Department of Mental Health, ensuring compliance with all applicable regulatory and procedural requirements.
- Ensures funding availability and accounting accuracy; utilizes available tools, databases, etc., to inform decision making.
- Maintains accurate and current knowledge of procurement regulations, policies, and departmental practices.
- Understands and participates in the emerging implementation requirements to meet Chapter 257 rate-regulated contracting.
- Prepares and executes standard contracts as needed for purchase of services and lower subsidiaries.
- Reviews monthly utilization and spending to ensure accurate balance and forecasting of annual expenditures. Meets with Spending Managers on a regular basis to review spending reports.
- Evaluates requests for additional allotments and/or transfer of funds, and reports recommendations to Spending Managers.
- Provides direct information and customer services to a variety of DMH staff as part of handling the business needs of the assigned DMH Units.
- Meets and communicates with all pertinent management staff including Area Director, Site Directors, and the Director of Field Operations to assist with administrative and budget needs.
- Provides insight and perspective on future contract development and changes; advises area management on amendment and service procurement.
- Acts as contract/POS liaison between Central Office and designated area office. Communicates any changes in process or procedures to the affected staff.
- Assists in the preparation of budget estimates, annual and mid-year spending plans, and performs other related duties of a financial nature.
- Monitors spending to ensure minimal reversion of contract funds.
- Assists in the development of new systems for tracking and reporting contract utilization data to ensure optimum utility of contract funds and cost-effective delivery of services.
- Supervises the area procurement staff.
- Responsible for completion of employee performance reviews per agency deadlines.
- Maintains a current working knowledge of MMARS, COMMBUYS, and the regulations of the Office of the State Comptroller (OSC) and the Operational Services Division (OSD).

Associate Director

Brandeis University

August 2015-October 2017

- Manage the operational functionalities of a Research Center and Institute within the University.
- Plan, implement, and execute budget decisions.
- Report to two advisory boards monthly.
- Serve on multiple committees including: steering, events, and fundraising.
- Responsible for project management.
- Responsible for the maintenance and allocation of 10,000 square feet of space.
- Accountable for the grant management of projects and programs.
- Responsible for hiring new employees, negotiating salaries, training staff within their functional areas, performance reviews, merit increases.
- Accountable for resource management: payroll, staff time out, remote work, and leaves of absence.
- Attends, as senior manager, organizational meetings throughout the University.

- Act as representative for all Centers and Institutes on the University Information Technology Governance Committee.
- Trained Sanction and Appeals Specialist for University Title IX process.
- Graduate and Professional Studies Panelist for recruitment and enrollment.
- Responsible for acting as Center Director in the Director's absence.
- Continued responsibilities outlined in Assistant Director position.

Assistant Director

Brandeis University

September 2008- August 2015

- Act as the Center Director for extended periods in supervisor's absence.
- Manage \$2MM budget consisting of 2 departments and 18 programs.
- Responsible for recruiting, hiring, and on-boarding new employees.
- In charge of project management within various programs.
- Serve on University committees to create, uphold, and manage policies across functional areas.
- Manage grants within programs from inception to close.
- Responsible for fundraising at different levels including mail solicitations, event planning, and large campaign giving.
- Event coordinator for all internal and external functions within the Center.
- Prepare payroll, accounts receivable, accounts payable, and grant awards.
- Control the allocation and reservation of the Center space.
- Administer technology help and maintained systems for use by staff and scholars.
- Maintain day to day operations of the Research Center

Professional Certifications

Commonwealth of Massachusetts Operational Services Division

Strategic Sourcing Certificate Program Completed April 2019

Commonwealth of Massachusetts Office of the Inspector General

Public Contracting Overview Completed August 2019
MCPPO Certification In progress

Education

Brandeis University

M.S. Project & Program Management

Waltham, MA

University of Massachusetts

B.A. Legal Studies
B.A. Classical Studies

Amherst, MA