



CITY OF CAMBRIDGE
INTEROFFICE CORRESPONDENCE

To Robert W. Healy, City Manager

Date December 2, 1981

From George E. O'Brien, Ass't City Mgr., Fiscal Affairs *GEO* **Reference** Council Order #4
10-26-81

Subject Councilor Danahy's Order re
Municipal Management Associates, Inc.

I am pleased to respond to your request of November 27, 1981 regarding the referenced Council Order.

I have also attached the basic contract between the City and Municipal Management Associates, Inc. Each of the last two years is approximately \$100,000.

Attachments (3)

FA 120202

RECEIVED
DEC 3 12 09 PM '81
OFFICE OF THE
CITY MANAGER

Municipal Management Associates, Inc.

December 2, 1981

Mr. George E. O'Brien
Assistant City Manager for
Fiscal Affairs
City of Cambridge
795 Massachusetts Avenue
Cambridge, Massachusetts 02139

RE: Councillor Danehy's Order
Concerning Municipal Management
Associates, Inc.

Dear Mr. O'Brien:

The following information is provided in response to questions asked by Councillor Danehy:

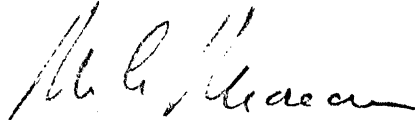
- a. Municipal Management Associates, Inc. was incorporated on May 15, 1979, as a Massachusetts based corporation. The company began actively seeking contracts with local governments in the summer of 1980.
- b. Municipal Management Associates, Inc. conducts business from its offices located at 763 Massachusetts Avenue, Cambridge, Mass., 02139.
- c. The founder and President is Michael A. Moreau.
- d. Municipal Management Associates, Inc. has contracted with the City of Cambridge to provide systems development and data processing services for the billing and collection of real and personal property taxes, motor vehicle excise taxes, water/sewer charges and delinquent real estate taxes, tax title accounts and tax possession accounts. In addition, the company supports the police detail computer application.

MMA also contracted with the City of Cambridge to conduct a 100% audit of the real estate tax commitment levies to identify all delinquent taxpayers.

- e. Municipal Management Associates, Inc. currently has nine employees who live in Cambridge or the surrounding communities. It is not the policy of MMA to provide the names and addresses of its employees unless requested to do so by the employees.

Yours very truly,

MUNICIPAL MANAGEMENT ASSOCIATES, INC.

A handwritten signature in cursive script, appearing to read "M. A. Moreau".

Michael A. Moreau,
President



CITY OF CAMBRIDGE
INTEROFFICE CORRESPONDENCE

To George O'Brien
Asst City Manager -for Fiscal Affairs

Date November 27, 1981

From Robert W. Healy, City Manager *RWH*

Reference

Subject Council Order No. 4 - 10/26/81 re: Report on MMA

The enclosed order is forwarded to you for report to this office
as requested in order.



City of Cambridge

George J. Davis

4.

IN CITY COUNCIL

October 26, 1981

COUNCILLOR DANEHY

ORDERED:

That the City Manager be and hereby is requested to submit to this City Council within one week a full report as to the company known as Municipal Management Associates, which report will include when it was formed, where it is located, by whom was formed, the scope of their contract and the names and addresses of all employees working in said company.

In City Council October 26, 1981.

Adopted by the affirmative vote of 8 members.

Attest:- Paul E. Healy, City Clerk.

A true copy;

ATTEST:-

Paul E. Healy

AGREEMENT BETWEEN THE CITY OF CAMBRIDGE, MASSACHUSETTS

AND

MUNICIPAL MANAGEMENT ASSOCIATES, INC.

THIS AGREEMENT, entered into this 28 day of Nov, 1980, by and between Municipal Management Associates, Inc., a Massachusetts business corporation, with a usual place of business located in Cambridge, Massachusetts at 763 Massachusetts Avenue, Cambridge, Massachusetts 02139 (hereinafter called the Consultant) and the City of Cambridge with principal offices located at City Hall, 795 Massachusetts Avenue, Cambridge 02139 (hereinafter called the City).

WITNESSETH THAT:

WHEREAS, the City desires to engage the Consultant to provide remote computing servie; and

WHEREAS, the Consultant has experience in this area and desires to perform said services;

NOW THEREFORE, the parties do mutually agree as follows:

ARTICLE I.

SCOPE OF SERVICES. The Consultant agrees to provide remote computing service for:

1. Billing and collection activity of current and delinquent real estate tax accounts;
2. Billing and collection activity of current and delinquent personal property tax accounts;
3. Billing and collection activity of current and delinquent motor vehicle excise tax accounts;
4. Billing and collection activity of current and delinquent water/sewer service charge accounts;
5. Creation of municipal lien certificates; and
6. Creation of the cash receipts ledger.

ARTICLE II.

SERVICE DEFINITION. The term remote computing service shall be defined as the following:

THIS CONTRACT
SECOND P.O. # ~~229428-1~~ for Total Amt. \$20,000.00 dated 7-28-81 (REQ DATE)
LOST
REPLACED with # 229444
THIRD P.O. # 229428-1 for Total Amt \$20,000.00 dated 11-3-81 (REQ. DATE)

1. Generating computer printed bills and commitment lists that are provided by the City of Cambridge and approved by the Commissioner of Revenue and Municipal Management Associates, Inc.;
2. Generating computer printed demands, warrants, notices of warrant, municipal lien certificates and other related forms and reports relating to the processing of delinquent accounts that are provided by the City of Cambridge and approved by the Commissioner of Revenue and Municipal Management Associates, Inc.;
3. Generating data necessary for the City of Cambridge to have microfiche copies made of the commitment levies and/or the individual bills for any or all accounts receivable;
4. Providing computer peripherals, as specified in the assignment of equipment, for the maintenance of accounts, inquiry of accounts, transaction processing, and minimum on-sight printing;
5. Providing hardware and software maintenance for computer hardware equipment, including peripherals, and software application programs;
6. Providing telephone lines, as specified in the assignment of equipment, for the transmission of data;
7. Providing orientation training of personnel for the use of data processing equipment and application software;
8. Providing courier service for the delivery of bills, reports, or other necessary data;

The term account shall be defined as a separate bill that has its own bill number and separate line on the commitment list of all current accounts. A delinquent account shall consist of one or more bills that are for separate levies but apply to the same property.

The term current account shall be defined as follows:

1. Real Estate Tax - Any account that has paid the total amount due no later than 30 days after the mailing of the second notice of payment;
2. Personal Property Tax - Any account that has paid the total amount due no later than 30 days after the mailing of the second notice of payment;

3. Motor Vehicle Excise Tax - Any account that has paid the total amount due no later than 60 days after the bill has been issued;
4. Water/Sewer Service Charge - Any account that has paid the total amount due no later than 30 days after the bill has been issued.

Delinquent accounts shall be defined as follows:

1. Real Estate Tax - Any account that has a balance due 31 days after the mailing of the second notice of payment;
2. Personal Property Tax - Any account that has a balance 31 days after the mailing of the second notice of payment;
3. Motor Vehicle Excise Tax - Any account that has a balance due 61 days after the bill has been issued;
4. Water/Sewer Service Charge - Any account that has a balance due 31 days after the bill has been issued.

ARTICLE III.

EQUIPMENT ASSIGNMENT. The Consultant agrees to provide to the City the following computer related equipment in order to accomplish the scope of services:

1. Finance Department/Administration Division
 - a. One (1) NCR 7900 CRT; and
 - b. One (1) CRT Work Station.
2. Finance Department/Budget Division
 - a. One (1) NCR 7900 CRT; and
 - b. One (1) CRT Work Station.
3. Finance Department/Auditing Division
 - a. One (1) NCR 7900 CRT;
 - b. One (1) NCR 6441 matrix printer (70 lpm);
 - c. One (1) 3002 unconditional telephone line;
 - d. One (1) Codex MX2400 Modem;
 - e. One (1) Codex Four Channel Multiplexer; and
 - f. One (1) CRT Work Station.
4. Finance Department/Revenue Division
 - a. Two (2) NCR 7900 CRT's;
 - b. Three (3) NCR 2950 Remittance Control Terminals;

- c. Two (2) 3002 unconditional telephone lines;
- d. Two (2) Codex MX 2400 Modems;
- e. Two (2) Codex 4-Channel Multiplexers; and
- f. Two (2) CRT Work Stations.

5. Finance Department/Treasury Division

- a. One (1) NCR 7900 CRT;
- b. One (1) NCR 6441 matrix printer (70 lpm);
- c. One (1) 3002 unconditional telephone line;
- d. One (1) Codex MX 2400 Modem with built-in Multiplexer; and
- e. One (1) CRT Work Station.

6. Water Department

- a. One (1) NCR 7900 CRT;
- b. One (1) NCR 6441 matrix printer (70 lpm);
- c. One (1) 3002 unconditional telephone line;
- d. One (1) Codex MX 2400 Modem with built-in Multiplexer; and
- e. One (1) CRT Work Station.

ARTICLE IV.

SCHEDULE OF CHARGES. The City will be billed according to the following schedule of charges:

1. Equipment

- a. \$320.00 monthly charge per NCR 2950 Remittance Control Terminal;
- b. \$270.00 monthly charge per NCR 6441 matrix printer (70 lpm);
- c. \$135.00 monthly charge per NCR 7900 CRT;
- d. \$ 80.00 monthly charge per Codex MX 2400 modem;
- e. \$110.00 monthly charge per Codex MX 2400 modem with built-in multiplexer;
- f. \$135.00 monthly charge per Codex 4-Channel multiplexer; and
- g. \$ 15.00 monthly charge per CRT work station.

2. Data Processing

- a. Current real estate tax acct. .005 per day
- b. Delinq. real estate tax acct. .050 per day
- c. Current per. prop. tax acct. .005 per day
- d. Delinq. per. prop. tax acct. .010 per day
- e. Current motor veh excise acct. .005 per day

f. Delinq. motor veh excise acct.	.010 per day
g. Water/sewer service charge acct.	.005 per day
h. Tax exempt real estate acct.	.005 per day
i. Municipal lien certificate	5.50 each
j. Cash receipts ledger	500.00 per month

3. Software No charge

Municipal Management Associates, Inc. will develop and maintain at no cost to the City all application software programs that are necessary to perform the scope of services. MMA will copy-write the software developed and actively market the programs to other municipalities interested in such a service.

4. Communication

Monthly charges per telephone lines will be billed to the City on a cost basis.

In no event shall the total of all charges be greater than:

Year 1 (Dec 1, 1980 - Jun 30, 1981)	\$ 55,000
Year 2 (Jul 1, 1981 - Jun 30, 1982)	103,000
Year 3 (Jul 1, 1982 - Jun 30, 1983)	<u>103,000</u>

Total: \$261,000

The Consultant shall invoice the City on a monthly basis with payment due within twenty-one (21) days of receipt of invoice.

ARTICLE V.

TIME OF PERFORMANCE. The services of the Consultant shall commence on December 1, 1980, and continue for a period of thirty-one (31) months thereafter.

ARTICLE VI.

DATA TO BE FURNISHED TO THE CONSULTANT. All information, data reports and records as are existing, available and necessary for the carrying out of the services required hereunder shall be made available to the Consultant by the City and the latter shall cooperate with the Consultant in every way possible in carrying out the terms of this agreement without undue delay.

ARTICLE VII.

APPLICABILITY OF STATE AND LOCAL LAW. This contract is made subject to all laws of the Commonwealth and the ordinances of the City, and if any clause thereof does not conform to such laws or ordinances, such clause shall be void and such laws or ordinances operative in lieu thereof.

ARTICLE VIII.

SEVERABILITY. The invalidity or unenforceability of any provision hereof shall, in no way, affect the validity or enforceability of any other provision.

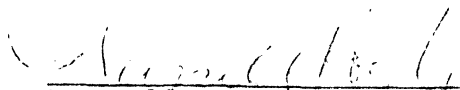
ARTICLE IX.

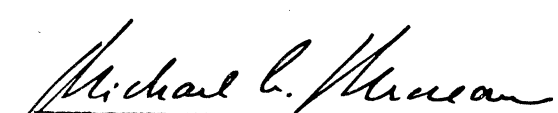
INTEGRATION. This instrument contains the entire agreement between the parties. However, either party may from time to time, request changes. Such changes which shall be mutually agreed upon between the City and the Consultant shall be incorporated in written amendments to this agreement. No change, however, shall be binding upon the City unless and until approved by such City. Any changes in the terms and conditions of this agreement must be consistent with Federal, State and Local laws in accordance with the ordinances of the City of Cambridge.

IN WITNESS WHEREOF, the parties have hereto and to three other instruments of like tenor set their hands the day and year first above written.

APPROVED AS TO FORM:

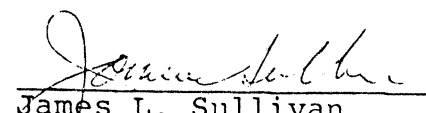
CONSULTANT:

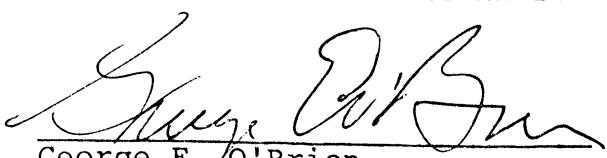

Russell B. Higley


Municipal Management Associates,
Inc., by its President
Michael A. Moreau

APPROVED FOR THE CITY:

APPROVED BY DEPARTMENT HEAD:


James L. Sullivan
City Manager


George E. O'Brien
Assistant City Manager for
Fiscal Affairs

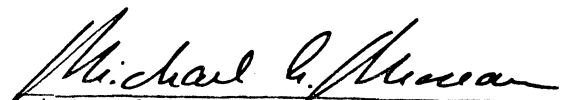
CLERK'S CERTIFICATE

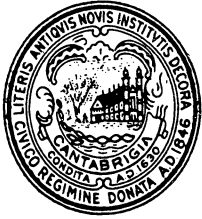
I, Michael A. Moreau, Clerk of Municipal Management Associates, Inc., herein certify that the following is a true copy of a vote duly adopted at a special meeting of the Board of Directors of the Corporation duly called and held on August 26, 1980.

VOTED: That the President, Michael A. Moreau, of this Corporation be and he is hereby authorized and directed in the name and on behalf of this Corporation to execute, seal and acknowledge all contracts or other documents and all in such form and containing such terms, provisions and conditions as the President shall approve.

And I further certify that the aforesaid vote and the authority vested thereby have not been amended or revoked and are still in full force and effect.

Witness my hand and seal of the Corporation this
1st day of Nov. , 1980.


Michael A. Moreau



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139
Tel. 498-9011

EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

December 7, 1981

To the Honorable, the City Council:

With respect to Awaiting Report Item No. 15 relative to the scope of the company known as Municipal Management Associates, enclosed please find copy of a report from George O'Brien, Assistant City Manager for Fiscal Affairs.

Very truly yours,

Robert W. Healy
City Manager

RWH/mbf
Enc.

Agenda Item Number Seven

Re: response to Awaiting Report Item No. 15
regarding Municipal Management Associates.

In City Council,

December 7, 1981

12/7/81

Placed on File