THE CORPORATION OF THE CITY OF BRAMPTON

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BY-LAW NUMBER 263-75

To authorize the execution of an Agreement between The City of Mississauga and The City of Brampton. (Data Processing - Tax Billing)

The Council of the Corporation of the City of Brampton ENACTS as follows:

That the Mayor and the Clerk are hereby authorized to execute an Agreement between The City of Mississauga and The City of Brampton, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 8th day of December, 1975.

James E. Archdekin, Mayor

T15-75

Richardson, Clerk

DATA PROCESSING SERVICE AGREEMENT

- BETWEEN: The Corporation of the City of Mississauga, l City Centre Drive, Mississauga, Ontario, hereinafter referred to as the City of Mississauga, or Mississauga,
- AND: The Corporation of the City of Brampton, 24 Queen Street East, Brampton, Ontario, hereinafter referred to as the City of Brampton, or Brampton.
 - <u>I</u> The City of Mississauga agrees to furnish the Corporation of the City of Brampton with data processing services in accordance with the terms and conditions set forth herein and in any attachments to this Agreement initialed by an authorized representative of the City of Mississauga. These Provisions and attachments shall constitute the entire Agreement between the parties hereto.
 - II As set forth below, the City of Mississauga will provide computer and ancillary services as required by the City of Brampton for the processing of their tax billing and tax receivables system. The services will be performed at the premises of the City of Mississauga in accordance with the attached schedule of processing times and rates.
 - III Personnel assigned by the City of Mississauga shall have technical qualifications and capherical duties associated with the processing of the tax. ling system during the period of this Agreement.
 - <u>IV</u> The period of this Agreement will be from January 1st, 1976 until December 31st, 1978, or until cancellation by either party.
 - <u>V</u> All information supplied to the City of Mississauga pertaining to the business of the City of Brampton will be treated as strictly confidential and all working papers and documents will be returned upon completion of each processing cycle.

All data in machine-readable form supplied by the City of Brampton so that the City of Mississauga may provide the services described herein, must be compatible with the City's equipment and in good condition for machine processing. Data submitted by the City of Brampton for processing and any associated supplies shall be transported at the City of Brampton's expense.

VII If the data submitted by the City of Brampton for processing is incorrect, incomplete or not in the format provided herein, the City of Brampton agrees to pay to the City of Mississauga the standard rates in effect at that time for any additional work performed to correct, complete or otherwise prepare such data for processing.

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VIII All systems, specifications, documentation, programs, listings and any other material prepared by or worked upon by the City of Mississauga on behalf of the City of Brampton shall belong exclusively to the City of Mississauga and shall not be disclosed or supplied by the City of Brampton to any third party, however, should the City of Brampton commence the operation of its own data processing facility, all systems, specifications, documentation and programs necessary for the continuance of the tax system, as described in this Agreement, shall be made available to the City of Brampton, provided this information is not given to a third part /ithout the authorization of the City of Mississauga.

> The City of Mississauga shall use due care in processing the work and agrees that it will, at its expense, correct any errors which are due solely to malfunction of the equipment installed at the City of Mississauga or improper procedures performed by Mississauga personnel. The City of Mississauga shall not be liable for failure to provide the services herein, if due to causes or conditions beyond Mississauga's reasonable control. The City of Mississauga's liability, if any, arising out of or in any way related to its performance of the services provided herein shall be limited to the reprocessing of data at its expense and except for such reprocessing,

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it is understood that the City of Mississauga shall not be liable for damages in respect of any special, indirect or consequential loss, including lost profits or revenue, or any claim or demand against the City of Brampton by any other party. This Agreement may be terminated without penalty for any reason upon twelve months written notice by either party.

RESPONSIBILITIES, PROCESSING AND RATE SCHEDULE

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Responsibilities:

The Computer Services Division of the City of Mississauga will be responsible for:

- Development of technical specifications required to effect implementation of the Tax billing system in use at the City of Mississauga on January 1st, 1976.
- (2) Translation of technical specifications into a computer programming language compatible with the operating systems provided by the City of Mississauga.
- (3) Testing and implementation of the computer programs and any expenses related to such testing and implementation.
- (4) Provision of operation and systems documentation for the systems if required.
- (5) Ongoing maintenance of and revisions to the system as developed by and for Mississauga and within the terms of the original Agreement, provided such changes are mutually agreed upon.
- (6) Provision of computer processing and ancillary services in accordance with the requirements of the system and the attached processing schedule.
- The City of Brampton will be responsible for:
 - (1) Provision of all custom forms and supplies required for the processing of the Tax billing and Tax receivables system in accordance with specifications provided by Mississauga.

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- (2) The necessary arrangements for the release of the assessment files from the Regional Assessment Office of the Province of Ontario.
- (3) The delivery to and retrieval from the City of Mississauga computer centre of all required forms, supplies, data and output reports in accordance with the attached schedule.
- (4) Provision of all machine based data required to produce the Tax Bills to be delivered one full week in advance of the scheduled billing date(s). Said information to comprise:
 - (a) Copy of Assessment tape;
 - (b) Final input data in any form compatible with Mississauga computer hardware, for:
 - i) name and address changes,
 - ii) journal entries,
 - iii) mortgage company changes,
 - iv) cash updates.
- (5) All input data will be pre-balanced and balance figures provided for all data input by the City of Brampton.

Processing Schedule:

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Scheduled billing dates for processing of the City of Brampton tax bills shall be not later than one week following production of bills for the City of Mississauga. Said date for scheduling of interim billing to be governed by the availability of the input data from the Regional Assessment office. Scheduling of Mississauga's final billing to be set by the City of Mississauga in ample time for the City of Brampton to advise taxpayers of billing dates.

- II Weekly cash receipts listings will be produced within twenty-four hours following receipt of the current tape of input data.
- III Tax Master file will be updated and pertinent reports produced on a mutually scheduled regular basis or as circumstances dictate.

Schedule of Rates:

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The City of Brampton is responsible for the cost of:

- (a) All forms (including C.O.M. output-fiche);
- (b) Data modules and computer tape reels which are compatible with Mississauga equipment;
- (c) Ancillary services, (bursting, decollating, folding, stuffing and mailing).
- The City of Mississauga will provide the Computer Services described herein on the basis of the Accounting reports produced by the I.B.M. Power Accounting program. All charges for machine usage are based on component rental, stock tab use, operator wages and overhead, subject to an annual review and a 30 day notice of effective rate change.
- III The City of Mississauga will provide the ancillary services for the price of \$10.00 per operator hour.
- IV The City of Brampton will be invoiced on a monthly basis for all charges incurred the ; evious month. Amounts due and payable within 30 days of date of issue.

Appendix "A"

- IThe City of Mississauga will produce all printed reports using
one-part 15xll-inch stock tab form, except the Cash Receipts
listing, which will be three-part 15xll-inch stock tab form.IIThe City of Mississauga will decollate, cut and bind cash Receipts
Listings for the City of Brampton in the same manner as the City
of Mississauga.
- III City of Mississauga will burst and fold all tax bills and arrears notices where applicable.
- <u>IV</u> The City of Mississauga will supply the City of Brampton with updated micro-fiche cards on a regular basis, per Mississauga's Agreement with Canada Systems Group.

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Appendix "B"

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All reports and services provided under the terms of this contract by the City of Mississauga shall consist only of those now in use by the City of Mississauga as listed.

ACCEPTED BY:

THE CORPORATION OF THE CITY OF MISSISSAUGA

BY

TITLE

DATE hen 4 1975 eam

THE CORPORATION OF THE CITY OF BRAMPTON

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APPENDIX "B" LISTING

TO DRAFT OF AGREEMENT CITY OF MISSISSAUGA

BETWEEN

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AND

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CITY OF BRAMPTON

TAX SYSTEM - REPORTS (INCLUDING FORMATTING OF TAX FILE & LOCAL IMPROVEMENTS)

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PROGRAM NO.	PROGRAM - REPORT TITLE
TO21TAX	L. I. LIST BY ROLL NO. (LOCALS)
T022TAX	L. I. LIST BY BY-LAW (LOCALS)
T109TAX	CASH BATCH TOTALS
T200TAX	ASSESSMENT LIST (SELECTED ROLLS)
T201TAX	CREATE TAX MASTER - MESSAGE LIST OF ERRORS
Т202ТАХ	CREATE MONIES - ERRORS, BALANCE TOTALS
T203TAX	COMBINE MONIES - BALANCE TOTALS
T204TAX	COMPARE PROPERTY DESCRIPTION - NON-MATCH LIST (ON ROLL NO. OR DESC.
T205TAX	COMPARE ASSESSMENT - PROPERTIES WITH UNEQUAL ASSESSMENT
T210TAX	EXEMPT PROPERTY LIST
T213TAX	TAX INQUIRY
T225TAX	APPLY L. I. TO TAX MASTER - NON-MATCHING ROLLS
T226TAX	TAX CALCULATION - BALANCE TOTALS
т228тах	CONTROL FILE CREATE - BALANCE TOTALS
T229TAX	MORTGAGE CO. LIST

PROGRAM - REPORT TITLE PROGRAM NO. DISBURSEMENT OF OVERPAYMENTS T235TAX - MAP AND FINAL TOTALS T238TAX APPLY AREA CODES . - ERRORS T245TAX BATCH BALANCE CASH - INCLUDING ERRORS T246TAX J/E PRELIST T247TAX TAX N/A LABELS (NOT IN USE) TAX CASH PAYMENTS LIST T248TAX **T249TAX** TAX MASTER UPDATE - ERRORS, WARNINGS, BALANCE TOTALS T250TAX TAX PENALTY CALCULATION - ERRORS, MAP & FINAL TOTALS T251TAX AGED TAX ARREARS RECEIVABLES T252TAX ADD RECORDS TO TAX FILE - INCLUDING AUDIT TOTALS T253TAX TAX FILE BACKUP - BALANCE TOTALS T254TAX TAX FILE RECOVER - BALANCE TOTALS (MAP & FINAL) T255TAX TAX DUNNING NOTICES T256TAX SMALL BALANCE WRITE-OFF T257TAX STATEMENT OF TAXES OUTSTANDING - DUNNING NOTICES T259TAX CORRECT CASH RECEIPTS T261TAX AUDITOR'S VERIFICATION STATEMENTS T273TAX COMPARE AND LIST TAX MASTER NAME CHANGES

INITIAL CASH BATCH BALANCE LIST

т279тах

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PROGRAM NO. PROGRAM - REPORT TITLE T280TAX TAX MASTER UPDATE - ERROR, MAP & FINAL TOTALS T287TAX MERGE TAX MASTER - ERROR LIST **T290TAX** TAX BILLS **T291TAX** APPLY MORT. NO. TO SUPPS. - FROM BASE ROLL T301TAX L. I. - TAX ROLL COMPARISON **T990TAX** TAX AUDIT - BALANCE TOTALS T230TAX CREATE SUPP. TAX FILE - ASSESSMENT TOTALS, MAP & FINAL - ERRORS T231TAX CALC. SUPP. TAX FILE - MAP & FINAL TOTALS T232TAX COMBINE SUPP. TAX RECORDS - DETAIL LIST, MAP & FINAL TOTALS T233TAX LIST SUPP. TAX RECORDS - DAY OF YEAR - TOTALS BY DAY OF YEAR T237TAX APPLY BASE REC. TO CARD GEN. SUPPS. T219TAX CREATE TAX MASTER WORK FILE

ALSO INCLUDED (NOT A REPORT):

T216TAX MICRO FICHE TAX ROLLS

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24 QUEEN ST. EAST BRAMPTON, ONTARIO LEV 1A4



The Corporation Of The

City Of Brampton

OFFICE OF THE TREASURER

October 24, 1975

PHONE-Brampton 453-4110

TO THE MAYOR AND MEMBERS OF THE MUNICIPAL COUNCIL

RE: 1976 INTERIM AND FINAL TAX BILLING

As you are aware there has been limited progress in respect of a joint approach to Data Processing within the Region of Peel.

It is my opinion that the area Municipalities should use one tax billing system and probably reduce the overall data processing-costs which include development programming and computer processing.

I have requested Mississauga to institute procedures to draw up a contract as per the proposal (Estimate of Cost \$16,000 -\$20,000) presented by Mr. David McKay, Director of Systems, Mississauga.

It is our intention to follow the format of the City of Mississauga Tax Bill as to paper and instalments, a copy of which is attached.

I appreciate your co-operation in respect of this matter in allowing me to convey a positive position on behalf of the City of Brampton.

Yours very truly

THE CORPORATION OF THE CITY OF BRAMPTON

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M. McLeod Treasurer

MMC:ca /Att.

