Toronto and Region Conservation Authority

[*Date*]   CFN:

[*Name*]
[*Position*]
[*Department*]
[*Municipality*]
[*Address*]
[*Email*]

Dear [*Name*]:

Re: **[*Project Name*]**

This letter will serve as the letter agreement ("**Letter Agreement**") between Toronto and Region Conservation Authority ("**TRCA**") and the [*City/Town/Region*] ("**Municipality**") for certain work and services to be performed by TRCA in connection with *Project Name* ("**Project**") pursuant to the Service Level Agreement dated _____ between TRCA and the Municipality (the "**Service Level Agreement**").

The Service Level Agreement governs the relationship of the parties generally and this Letter Agreement will serve to document and confirm the specific requirements and the scope of work related to the Project. Unless otherwise defined, all capitalized terms used in this Letter Agreement shall have the same meaning as used in the Service Level Agreement.

BACKGROUND

[*Add relevant background if appropriate*].

OBJECTIVE

The Project will seek to [*add description of objective(s) of Project*].

DESCRIPTION OF SERVICES

TRCA will undertake the Project and carry out the services as set out in Schedule A.

ADDITIONAL TERMS AND CONDITIONS

Additional terms and conditions for the services are set out in Schedule A.

PROJECT SCHEDULE AND BUDGET

The Project Schedule and Budget are set out in Schedule A.

PAYMENT AND COSTS

Payments to TRCA shall be allocated and made in accordance with the Payment Schedule and Billing Terms set out in Schedule B.

ACCEPTANCE

This Letter Agreement is valid and open for acceptance for a period of thirty (30) calendar days following the receipt of submission. After thirty (30) days, TRCA reserves the right to re-evaluate the proposed timeline and Budget.

Should you require more information, please contact [*Project Manager*] at [*Phone Number*] or [*Email Address*].

If the above terms are acceptable to the Municipality, please so indicate by signing this Letter Agreement in the space provided below and returning a signed copy to [*Project Manager*] at [*Email Address*].

Yours truly,

TORONTO AND REGION CONSERVATION AUTHORITY

By: _____
    Name:
    Title:

Accepted and agreed to this _____ day of _____, 20_____.

MUNICIPALITY

By: _____
    Name:
    Title:

By: _____
    Name:
    Title:

Schedule A
Description Of Services, Additional Terms And Conditions,
Project Schedule And Budget

1.0   DESCRIPTION OF SERVICES

2.0   ADDITIONAL TERMS AND CONDITIONS

3.0   PROJECT SCHEDULE

4.0   BUDGET

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Schedule B
Fees and Terms of Payment

1.   Fees

The Municipality shall pay TRCA the Fees provided for in the Agreement, calculated and payable in the manner set out in Schedule A. No fees or costs, expenses or disbursements for any additional work beyond the provision of the services will be considered unless pre-approved in writing by the Municipality.

2.   Payments

TRCA shall submit [insert payment schedule e.g quarterly invoices or monthly invoices] to the Municipality based upon work completed to the end of [the quarter or month] in accordance with TRCA's pay periods, timelines, payment and other schedules and benchmarks set out in Schedule A. Each such invoice shall contain such details as the Municipality shall require and, without limiting the generality of the foregoing, shall set out the services completed, and Fees incurred to the end of the applicable quarter including harmonized sales tax (HST), along with the timelines, payment and other schedules and benchmarks to which such work relates as noted in Schedule A.

Payment to TRCA is due on delivery. All accounts outstanding after 45 days will be charged interest calculated at 1.5% per month.

The Municipality shall advise TRCA should it have any objection to any invoice, and the parties shall work co-operatively to resolve the matter, and failing resolution, the matter shall be resolved in accordance with the dispute resolution provisions of the Service Level Agreement.

TRCA shall be solely responsible for the payment of all personnel (including without limitation subcontractors and suppliers and their respective personnel) engaged in the used for performance of any of the services.