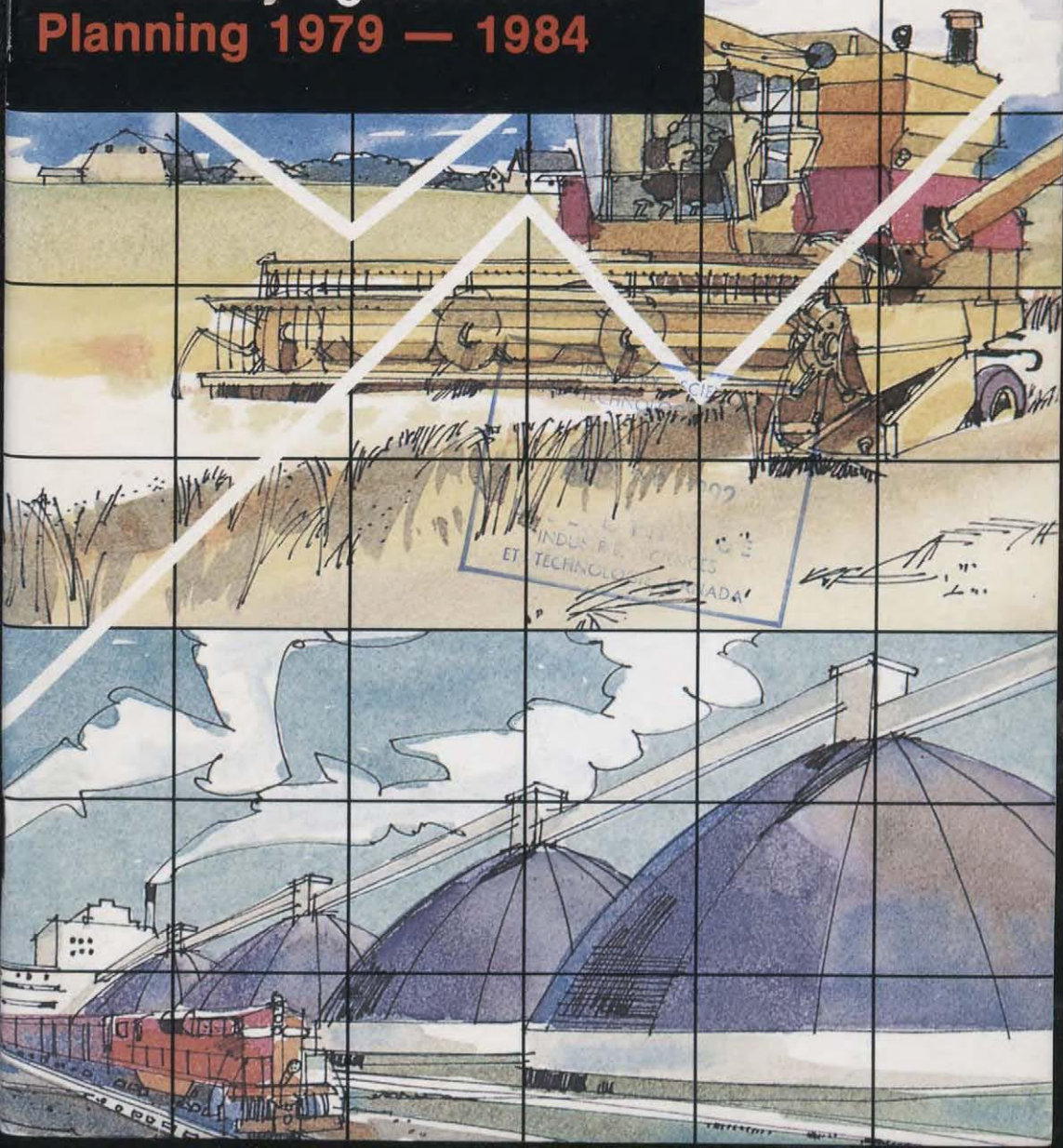


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subsidiary agreement May 17, 1979

Canada-Saskatchewan
Subsidiary Agreement For Planning
1979-1984



Canada



Saskatchewan

**Canada-Saskatchewan
Subsidiary Agreement For Planning
1979-1984**

THIS AGREEMENT made this 17th day of May, 1979.

BETWEEN: THE GOVERNMENT OF CANADA, (hereinafter referred to as "Canada"), represented by the Minister of Regional Economic Expansion.

OF THE FIRST PART,

AND: THE GOVERNMENT OF THE PROVINCE OF SASKATCHEWAN (hereinafter referred to as "the Province"), represented by the Minister of Industry and Commerce,

OF THE SECOND PART.

WHEREAS Canada and the Province signed a General Development Agreement (hereinafter referred to as the "GDA") dated February 11, 1974, for the purpose of facilitating joint co-operation in respect of economic and socioeconomic development in the Province to achieve the objectives set forth in Section 3 thereof; and

WHEREAS in pursuing the said objectives, the parties have agreed to seek a co-ordinated application of relevant federal and provincial policies and programs through the process of analyzing and reviewing the economic and social circumstances of Saskatchewan and Saskatchewan's relationship to the regional and national economy, and of identifying developmental opportunities and assisting in their realization; and

WHEREAS during the terms of the Canada/Saskatchewan Interim Planning Agreement of February 11, 1974, and the Canada/Saskatchewan Subsidiary Agreement for Planning of August 18, 1975, satisfactory progress has been made in identifying development opportunities in Saskatchewan and in assisting in their realization; and

WHEREAS the parties have agreed that additional resources are required to continue a process of identifying, analyzing and developing joint economic and socioeconomic development opportunities; and

WHEREAS the parties are prepared to contribute funds to provide for these resources on the terms and conditions set out in this Agreement; and

WHEREAS the Governor in Council by Order in Council P.C. 1979-9/1259 of the 11th day of April, 1979, has authorized the Minister of Regional Economic Expansion to execute this Agreement on behalf of Canada; and

WHEREAS the Lieutenant Governor in Council by Order in Council No. 732/79 of the 15th day of May, 1979, has authorized the Minister of Industry and Commerce to execute this Agreement on behalf of the Province.

NOW THEREFORE the parties hereto agree as follows:

DEFINITIONS

1. In this Agreement:
 - (a) "Committee" means the Management Committee established pursuant to section 8;
 - (b) "external services" means services and facilities that are required from outside the federal and provincial government in support of an activity under this Agreement and includes accommodation, office and support services and professional services;
 - (c) "external staff" means professional and other staff who are not permanent employees of Canada or the Province but who enter into a contract with the Province by which they agree to undertake or participate in work related to the identification, analysis, development or planning of economic and socioeconomic opportunities;
 - (d) "Federal Minister" means the Minister of Regional Economic Expansion and includes anyone authorized to act on his behalf;
 - (e) "fiscal year" means the period commencing on April 1 of any year and terminating on March 31, of the immediately following year;
 - (f) "Ministers" means the Federal Minister and the Provincial Minister;
 - (g) "project" means a specific study or activity undertaken pursuant to the terms and conditions of this agreement; and
 - (h) "Provincial Minister" means the Minister of Industry and Commerce and includes anyone authorized to act on his behalf.

PURPOSE AND OBJECTIVES

2. The purpose and objectives of this Agreement are to provide federal and provincial funds to acquire external staff and services to undertake studies for the identification and analysis of economic and socioeconomic development opportunities in Saskatchewan and to undertake such planning as is required to develop strategies, programs and subsidiary agreements pursuant to those opportunities.
3. Schedule 'A' attached to and forming part of this Agreement, contains a list of programs under which projects shall be approved pursuant to this Agreement.

SUBJECT MATTER

4. Subject to section 6, it is agreed that the Province shall engage or acquire the staff and services referred to in section 2 and that staff or services may be engaged or acquired by the provincial department or agency as may be appropriate having regard to the subject matter of the work being undertaken.
5. This Agreement shall commence on April 1, 1979 and shall terminate on March 31, 1984. No project shall be approved after March 31, 1984. However, funds may be paid out to March 31, 1985 on ap-

proved projects. Canada shall not pay any claim which is not received by March 31, 1985.

6. All projects to be undertaken under this Agreement shall be jointly approved by the parties through the Committee before being undertaken and shall be consistent with the objectives and intent stated herein.
7. Each project to be undertaken under this Agreement shall be described in an appropriate document in sufficient detail to allow proper consideration by the Committee.

ADMINISTRATION AND MANAGEMENT

8. Each of the Ministers shall designate a senior official to be responsible for the administration of this Agreement. These officials shall constitute the Management Committee.
9. In the event of any disagreement in the Committee, the relevant matter shall be referred to the Ministers, whose decision shall be final.
10. The Committee shall be responsible for:
 - (a) the general administration of this Agreement;
 - (b) the carrying out of any duties specified elsewhere in this Agreement;
 - (c) the establishment of such procedures as are considered essential for the administration of this Agreement;
 - (d) the approval of projects to be cost-shared under this Agreement; and
 - (e) transferring of funds from one program to another when appropriate and consistent with the intent of this Agreement.

FINANCIAL PROVISIONS

11. For costs incurred for jointly-approved projects in each fiscal year during the term of the Agreement, Canada shall contribute fifty percent (50%) subject to the appropriation of funds by the Parliament of Canada and the Province shall contribute fifty percent (50%) subject to the appropriation of funds by the Legislative Assembly of the Province of Saskatchewan.
12. Eligible costs shall consist of costs incurred pursuant to projects undertaken in respect of section 2, as determined by the Committee.
13. Notwithstanding anything in this Agreement, Canada's contribution towards costs incurred in respect of jointly-approved projects shall not exceed \$750 000 over the term of this Agreement. The Committee shall be responsible for jointly determining the costs to be incurred for each fiscal year.
14. The Committee shall submit for the approval of the Ministers, annually, on or before the annual meeting of Ministers as prescribed under the

terms of the GDA, an assessment of the progress made in implementing this Agreement, the effectiveness of the projects undertaken to achieve the objectives intended, and the continuing relevance of the objectives themselves together with the projected budget required for the subsequent fiscal year.

15. This Agreement and Schedule 'A' hereto may be amended from time to time by mutual agreement of the Ministers, expressed in writing; provided, however, that the general nature of this Agreement shall not be changed, and that no amendment to the overall ratio of cost-sharing as set out in section 11 or to the maximum level of funding by Canada as set out in section 13, shall be made without the approval of the Governor in Council.

CONTRACT PROCEDURES

16. All contracts for approved projects shall be awarded in accordance with procedures to be approved by the Committee, and, unless in its opinion it is impractical to do so, shall be awarded to the qualified and responsible tenderer submitting the lowest evaluated bid.
17. All awards of such contracts shall require the prior approval of the Committee and all announcements of such awards shall be made jointly by Canada and the Province.
18. All contracts under this Agreement shall be supervised in accordance with procedures to be approved by the Committee, and reports produced by consultants or resulting from such contracts shall become the property of both parties. It is further agreed that the members of the Committee shall be provided with such copies of all reports as they may require and that they will determine the date of release and range of circulation of such reports.
19. In the awarding of contracts, the Province agrees to retain the services of Canadian firms or individuals where practical and consistent with economy and efficiency.
20. In accordance with Human Rights Legislation of Canada and the Province, there shall be no discrimination by reason of race, sex, age, marital status, national origin, colour, religion or political affiliation in the employment of persons on a project.

PAYMENT PROCEDURES

21. Subject to section 22, payments by Canada shall be made promptly to the Province on the basis of claims setting out the costs actually paid for approved projects, submitted in a form satisfactory to the Ministers, bearing a provincial audit certificate and certified by a senior officer of the Province.
22. In order to assist with the interim financing of approved projects, Canada may, if the Province so requests, make interim payments to the Province based on estimates of costs of work actually completed,

prepared by the Province, certified by a senior officer of the Province and submitted in a form satisfactory to the Federal Ministers.

23. The Province shall account for each interim payment by submitting to Canada, within 60 days after such payment by Canada, a detailed statement of the actual expenditures incurred and paid, and verified in a manner satisfactory to the Federal Minister. Any discrepancy between the amounts paid by Canada by way of interim payments and the amounts actually paid by the Province shall be promptly adjusted by Canada and the Province.
24. No payments shall be made in a subsequent fiscal year, until the interim payments made in the previous fiscal year have been accounted for by claims for expenditures actually incurred and paid. Such claims must be certified by a senior officer of the Province and must bear a provincial audit certificate. Any discrepancy between the amounts paid by Canada by way of interim payments and the amounts actually paid by the Province shall be promptly adjusted by Canada and the Province.
25. The parties agree that each will maintain full records of its respective eligible costs of carrying out the projects under this Agreement, together with all proper documents and vouchers relating thereto, and each will make all such records, documents and vouchers available to authorized representatives of the other for examination and audit, and will afford to them all reasonable assistance and explanation in connection with such examination and audit. Any discrepancy between the amounts paid by either party and amounts actually payable as disclosed by any such audit shall be promptly adjusted between the parties.

PUBLIC INFORMATION

26. Canada and the Province agree to co-operate in the development of a program of public information respecting the implementation of projects under this Agreement.
27. Any public announcement of the measures covered and of the products generated by this Agreement shall be arranged jointly by the Ministers.

GENERAL

28. No member of the House of Commons or of the Legislative Assembly of Saskatchewan shall be admitted to any part or share of payments made pursuant to this Agreement or to any benefits arising therefrom, nor shall such member undertake or participate in any study or analysis pursuant to a contract as a result of which Canada may be required to pay any amounts pursuant to this Agreement.
29. During the term of this Agreement, the parties shall effect an assessment of the projects undertaken to attain the stated objectives. Each party shall provide the other with such information as may reasonably be required in order to undertake such assessment. Such

information, in conjunction with that required under Subsection 14, shall form the basis of the annual report to be submitted by the Committee to the Ministers.

30. In addition to the activities covered under this Agreement, Canada and the Province may independently undertake analyses and studies related to the identification and analysis of development opportunities in Saskatchewan. The cost of such studies shall be borne by the party undertaking the study and shall not be eligible for cost-sharing under this Agreement.
31. The provisions of the GDA shall apply to this Agreement.

IN WITNESS WHEREOF this Agreement has been executed on behalf of Canada by the Minister of Regional Economic Expansion and on behalf of the Province by the Minister of Industry and Commerce.

IN THE PRESENCE OF:

GOVERNMENT OF CANADA

Witness

Minister of Regional
Economic Expansion

GOVERNMENT OF SASKATCHEWAN

Witness

Minister of
Industry and Commerce

CANADA-SASKATCHEWAN
SUBSIDIARY AGREEMENT FOR PLANNING
1979-1984
SCHEDULE 'A'

INTRODUCTION

The General Development Agreement between Canada and Saskatchewan provides a general framework for the co-ordinated planning and implementation of measures for economic and socioeconomic development in Saskatchewan. The Canada-Saskatchewan Agreement for Planning of 1975-79 and the preceding Canada-Saskatchewan Interim Planning Agreement of 1974 have played a supportive role to DREE's development programs in Saskatchewan. Both have been useful in identifying industrial projects in Saskatchewan, in undertaking preliminary analysis for new Agreement formulation in support of the GDA process, and in providing analytic support for ongoing programs. It is the intention of this Agreement to continue and to enhance joint planning activities under the GDA.

STRATEGY

This Canada-Saskatchewan Subsidiary Agreement for Planning 1979-1984 responds to a strong federal-provincial concurrence for the need to continue a valuable process which contributes to the description and assessment of specific development opportunities for Saskatchewan. In order to facilitate this objective, this Agreement provides the mechanism whereby the Province and Canada can acquire external professional consultant services.

The required planning work will be carried out jointly. It will encourage federal-provincial co-operation in the analyses of development opportunities. The ability to achieve increased co-ordination between federal and provincial governments, as well as with the private sector, is significantly improved when major development proposals receive joint analysis from the earliest possible stage.

Program areas that will receive priority for joint planning activities will be: Economic Opportunity Studies; Urban Social Adjustment Studies; Community Planning and Mapping Studies; and Core Redevelopment Studies.

Additional program areas will emerge as new opportunities are identified by both the Province and Canada.

Consultants will be engaged to conduct studies and research relating to individual opportunities. All federal or provincial staff expertise will be utilized where appropriate. Planning will be a joint effort between the Department of Regional Economic Expansion and the Province and the opportunities pursued will be those which are jointly identified.

PROGRAM AREAS FOR JOINT PLANNING ACTIVITY

General Planning

The following are included among the program areas identified for study:

- (a) Economic Opportunity Studies

The purpose of these studies will be to identify and examine potential economic development opportunities in the Province of

Saskatchewan.

Within the broad terms of reference, it is proposed to examine a wide range of potential opportunities in various sectors. In addition to enabling further development of existing and proposed enterprises such as those which rest within the commercial sector, other opportunities such as potential benefits to the Province from co-ordinated development of the Tourism and Recreation resources will also be examined.

(b) Urban Social Adjustment Studies

It is recognized that the proportion of people of native ancestry in urban centres is growing rapidly; increases are attributable both to the higher number of native people born in Saskatchewan cities and to the higher proportion of native people migrating from rural areas. Many of these people are ill-equipped for what is becoming an increasingly competitive labour market. Many also have difficulty making an adjustment to urban living. Studies may be undertaken which would be designed to develop a strategy to facilitate the transition confronting people of native ancestry living in urban centres and to enable their increased participation in urban employment opportunities.

(c) Community Planning and Mapping Studies

As the demographic pattern of Saskatchewan changes there is a need to strengthen the Province's second order centres. A dynamic rural economy is essential so that services and a range of jobs can be available throughout the province. Selected communities with assistance from Canada and the Province will engage consultants to provide an inventory and analysis and topographic information, essential to planning and engineering activities related to development. This will enable the selected Saskatchewan communities to determine future development options in an orderly manner.

(d) Core Redevelopment Studies

As larger Saskatchewan cities exhibit the potential to develop into industrial centres, joint planning will be required for core redevelopment studies. Such studies will focus on industrial and commercial developments as these relate to respective centres' economic growth potential.

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