

QUEEN
HT
395
.C32
Q46
1971

DREE - TORONTO
LIBRARY

ARDA

**CANADA/
QUEBEC**

**Federal-Provincial
Rural Development
Agreement
1971/1975**

NEWS RELEASE COMMUNIQUÉ

NEW ARDA AGREEMENT SIGNED WITH QUEBEC

The Governments of Canada and Quebec have signed a new five-year rural development agreement providing for cost-shared programs under the Agricultural and Rural Development Act.

The agreement was signed by the Honourable Jean Marchand, Minister of Regional Economic Expansion, for the federal government, and by the Honourable Robert Bourassa, Prime Minister and Minister for Planning and Development, for Quebec.

During the course of previous agreements, covering the years from 1962 to 1970, the governments of Canada and of Quebec have provided funds exceeding \$30 million and \$40 million, respectively, for the implementation of ARDA programs.

The new Agreement, covering the period 1970-1975, does not establish fixed spending levels. Actual spending will be determined by the programs agreed between the two governments.

The new Agreement emphasizes integrated programs of governmental action in various rural areas of Quebec. The programs of enlargement and consolidation of farms, and some others, may be extended according to the land requirements of the province.

The Agreement also makes provision for possible programs applicable to the Indians and Indian Reserves in the province. The federal government may assume a larger proportion of the cost of such programs.

AGRICULTURAL AND RURAL DEVELOPMENT ACT
FEDERAL-PROVINCIAL RURAL DEVELOPMENT
AGREEMENT

THIS AGREEMENT made this twenty-fifth day of May A.D. 1971

BETWEEN

THE GOVERNMENT OF CANADA
(hereinafter called "Canada")

OF THE FIRST PART,

AND

THE GOVERNMENT OF QUEBEC
(hereinafter called "Quebec")

OF THE SECOND PART.

THIS AGREEMENT is entered into on behalf of Canada by The Honourable Jean Marchand, Minister of Regional Economic Expansion, and on behalf of Quebec by Mr. Robert Bourassa, Prime Minister.

WHEREAS Canada and Quebec recognize that the income level and standards of living of many people in rural areas are unreasonably low and that complex problems of economic expansion and social adjustment exist in the rural areas of the province of Quebec;

AND WHEREAS Canada and Quebec recognize the necessity to undertake integrated programs of governmental action in order to contribute to an efficient solution to these problems;

AND WHEREAS the Agricultural and Rural Development Act (ARDA) allows Canada to collaborate with Quebec in the formulation, implementation and financing of programs for the rationalization of land uses, the conservation and development of soil and water resources in rural areas, the development of

new opportunities for increased income and employment, and for improving standards of living of rural populations;

AND WHEREAS the Governor in Council by Order-in-Council P.C. 1971-3/838 of the 4th day of May, 1971 has authorized the Minister of Regional Economic Expansion to execute this Agreement on behalf of Canada;

AND WHEREAS the Lieutenant-Governor in Council has by Order-in-Council No. 1758 of the 12th day of May, 1971 authorized the Prime Minister to execute this Agreement on half of Quebec;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. In this Agreement,
 - a) "Act" means the Agricultural and Rural Development Act of Canada;
 - b) "Federal Minister" means the Minister of Regional Economic Expansion of Canada and includes anyone authorized to act on his behalf;
 - c) "Quebec Minister" means the Minister responsible for the Quebec Planning and Development Bureau, and includes anyone authorized to act on his behalf;
 - d) "Department" means the Department of Regional Economic Expansion of Canada;
 - e) "Bureau" means the Quebec Planning and Development Bureau;
 - f) "Development Committee" means the Development Committee established under the Canada-Quebec Agreement on Special Areas;
 - g) "Implementation Committee" means the Committee established pursuant to Section 5 of this Agreement;
 - h) "Fiscal year" means the period April 1 to March 31 of the following year;
 - i) "Term of this agreement" means the period April 1st, 1970 to March 31, 1975.

2. Subject to the terms and conditions of this Agreement, and subject to funds being made available by the Parliament of Canada and Quebec National Assembly, the annual allotment available to Quebec for the purposes of this Agreement shall be based on the cost of formulating, implementing and evaluating the programs or projects approved under this Agreement, and on that forecast for the implementation of the said programs or projects.

3. Subject to additional funds being available, the Ministers may agree to accelerate the implementation of the programs or projects and to increase the allotments provided for in Section 2.

4. 1) In addition to its functions under the said Agreement, the Development Committee established under the Canada-Quebec Agreement on special areas will be responsible as follows:

- a) To supervise the implementation of this Agreement.
- b) To guide the action of the Implementation Committee established pursuant to Section 5 of this Agreement.
- c) To make recommendations on or bring to the Ministers' attention, all matters relating to:
 - 1) programs or projects within the jurisdiction of the Act and this Agreement, and any modification to the said programs or projects;
 - 2) any measure affecting the economic expansion and social adjustment in the rural areas.
- d) To ensure that populations and organizations affected by this Agreement and any other agreement complementing it are consulted and kept informed.
- e) All other functions mentioned in this Agreement.

2) Canada and Quebec agree to provide the Development Committee through the Department and the Bureau, with all information necessary for the performance of its functions.

5. 1) Canada and Quebec will promptly establish an Implementation Committee composed of one representative of each party, whose function it will be to ensure the general administration of this Agreement.

2) The Committee will be responsible for the consultation and information of the people and agencies affected by this Agreement and by any other agreement which may complement this Agreement.

3) The Committee may establish any sub-committee as may be required for the execution of its mandate.

4) The Committee shall fulfil the specific responsibilities related to the implementation of programs or projects undertaken under this Agreement.

5) Canada and Quebec agree to provide the said Implementation Committee, through their respective representative, with all information necessary for the performance of its functions.

6. Each recommended program shall include a precise delimitation of the rural area where the said program will be implemented.

7. The Development Committee shall indicate to the Ministers how each recommended program, by itself or in connection with other programs of Canada and Quebec, can improve the social or economic situation in the area where it will be implemented.

8. The Development Committee shall indicate to the Ministers, when it is deemed necessary, the objectives, sub-objectives, benefits and costs of each recommended program, as well as the working procedures and the measures provided for a periodical evaluation of the said program.

9. Any program shall be for at least two years' duration from the time of its approval, unless the Development Committee otherwise recommends. It shall be possible for any program to be renewed, with or without amendments, but the maximum term for any program approved under this Agreement shall not exceed five years. However, a renewal shall not be approved without a proper evaluation of the program, the methodology and conclusions of which will have been approved by the Development Committee.

10. The Development Committee may recommend to the Ministers that the studies and research required for the formulation or evaluation of any proposed or realized program under this Agreement be undertaken, and it shall supervise the studies and research. Such studies and research may include experimental projects designed to prove hypotheses for the promotion of economic expansion and social adjustment in rural areas.

11. Specific programs may be approved under this Agreement for:

- a) the provision of individual counselling services and management advisory services designed to assist rural people participating in programs undertaken under this Agreement;
- b) the payment of salaries and expenses of rural development field staff specifically involved in the implementation of the programs approved under this Agreement;
- c) the provision of grants and allowances for the training and upgrading of the said field staff, and for the training of local leaders expected to perform various voluntary services;
- d) the holding of seminars, conferences, meetings and other types of group activities, including allowances for participants and related costs.

12. The implementation of any program or project proposed under this Agreement shall be ratified by a distinct agreement between the Department and the Bureau.

13. Quebec will undertake either directly or through agencies any program or project agreed upon under this Agreement.

14. Subject to funds allotted by the Parliament of Canada and the National Assembly of Quebec the cost of formulating, implementing and evaluating any program or project approved under this Agreement, including the cost of the consultation and information, shall be equally shared by Canada and Quebec. However the programs applying to Indian populations or those of which the benefits are mainly oriented to Indians, may be subject to special cost-sharing agreements between the Ministers.

15. Any provincial expenditure incurred between April 1, 1970, and the date of the Federal Minister's approval of the program or project may be considered part of the shareable cost of the approved program or project.

16. None of the programs undertaken under this Agreement shall replace other relevant programs of Canada or Quebec.

17. The parties shall jointly announce approved programs or projects, and any public information or publicity concerning these programs or projects shall specify the respective financial contributions of Canada and Quebec.

18. No program or project shall be approved after March 31, 1975 under the terms of this Agreement. Work related to the implementation of approved programs or projects may continue until such time as the parties hereto mutually agree to terminate the Agreement in respect thereof, but no program or project shall be continued after March 31, 1978. Quebec shall have a period of eighteen (18) months from the date stipulated in each agreement for the completion of work, to submit a final claim to the Government of Canada.

19. According to this Agreement, Canada agrees to reimburse Quebec for expenditures incurred for approved programs and projects in such proportions as are provided for by this Agreement upon submission of a claim in a mutually agreed manner and form by Quebec signed by a senior officer and certified by the auditor.

20. 1) Canada may, at the request of the Bureau and during the implementation of given programs or projects make interim progress payments based on estimates of expenditures actually incurred, such estimates to be certified by a senior officer of Quebec. These interim payments, however, shall not exceed 80 percent of Canada's share of claims submitted.

2) Quebec shall maintain an accounting of such interim payments and shall submit to Canada, within ninety (90) days of an interim payment an itemized statement of the expenses, in such manner and form as mutually

agreed. Any discrepancy between the amounts paid by Canada by way of interim progress payments and the amounts actually payable by the Department shall be promptly adjusted between Canada and Quebec.

21. Quebec shall maintain adequate records of all transactions made pursuant to this Agreement, supported by proper documents and vouchers. Quebec agrees to provide Canada, upon request, with all accounting information required for the audit of the claims related to each program or project.

22. Quebec shall be responsible for the operation and maintenance of any and all projects undertaken under this Agreement.

23. Quebec shall save Canada harmless from any and all claims, except those arising from acts of God, that may be made with respect to any project and program undertaken under this Agreement.

24. 1) Canada and Quebec agree that the hiring of personnel and the award of contracts related to all projects undertaken under this Agreement must be carried out without discrimination by reason of sex, race, national origin, religion or political affiliation.

2) Whenever a program or project is especially intended to improve the standard of living of the Indian people, preference in employment may be given to them.

3) The recruiting of labour required for the implementation of approved programs or projects shall be carried out according to the provisions to be agreed upon by Canada and Quebec.

25. All construction work on programs or projects undertaken under this Agreement shall be carried out according to the labour conditions to be agreed upon by Canada and Quebec.

26. No member of the House of Commons or of the Senate shall be admitted to any share or part of any contract, commission, or benefit arising out of any project under this Agreement.

27. Canada and Quebec shall agree, under the terms of the agreements to be entered into under this Agreement, on the sharing of revenue that may accrue from certain programs or projects. A clause providing for the recovery of the allocated funds shall also be made part of the said agreements, where applicable, in order to foresee the eventuality of funds being used for purposes other than those agreed upon.

28. This Agreement may be amended jointly by the Ministers subject to the approval of the Governor in Council and of the Lieutenant Governor-in-Council.

SIGNED ON BEHALF OF THE
GOVERNMENT OF CANADA

IN THE PRESENCE OF:

André Lafond

by Jean Marchand

Witness

SIGNED ON BEHALF OF THE
GOVERNMENT OF QUEBEC

IN THE PRESENCE OF:

Robert Bourassa

Witness

