

**CANADA-MANITOBA-WINNIPEG AGREEMENT
FOR COMMUNITY AND ECONOMIC DEVELOPMENT**

THIS AGREEMENT made this 20th day of May, 2004

BETWEEN: THE GOVERNMENT OF CANADA
(herein referred to as "Canada"), as represented by
the Minister of Western Economic Diversification

AND: THE GOVERNMENT OF MANITOBA
(herein referred to as "Manitoba"), as represented
by the Minister of Intergovernmental Affairs and
Trade and the Minister of Aboriginal and Northern
Affairs

AND: THE CITY OF WINNIPEG
(herein referred to as "Winnipeg"),

WHEREAS Canada, Manitoba and Winnipeg wish to cooperate in promoting and supporting the long term sustainable community and economic development of the city of Winnipeg through measures that support Aboriginal participation in the economy, build sustainable neighbourhoods, facilitate downtown renewal, and encourage technology and innovation;

AND WHEREAS Canada, Manitoba and Winnipeg share the vision of creating strong, healthy, safe and sustainable Winnipeg communities by celebrating their diversity and undertaking and supporting programs that will enhance their quality of life;

AND WHEREAS Canada, Manitoba and Winnipeg all support a community-based approach that encourages the development of long term plans to establish priorities and guide decision-making;

AND WHEREAS Canada, Manitoba and Winnipeg recognize that renewing the urban social, economic and physical infrastructure of the City of Winnipeg requires the collective efforts of all three Parties as well as cooperative arrangements with community, non-profit and private sector organizations;

AND WHEREAS Canada, Manitoba and Winnipeg wish to enhance opportunities for all residents of Winnipeg, and particularly for its Aboriginal citizens;

AND WHEREAS Canada, Manitoba and Winnipeg wish to enter into a tripartite Agreement providing for full and equal participation of each Party in promoting the sustainable community and economic development of the City of Winnipeg;

AND WHEREAS pursuant to the *Western Economic Diversification Act* 1988, Canada has been authorized to enter into cooperative relationships with the western provinces;

AND WHEREAS the Governor in Council, by Order in Council No. 2004 – 360 on the 30th day of March, 2004, has authorized the Minister of Western Economic Diversification to enter into this Agreement on behalf of Canada;

AND WHEREAS the Government of Manitoba has authorized the Minister of Intergovernmental Affairs and Trade and the Minister of Aboriginal and Northern Affairs to execute this Agreement on behalf of Manitoba;

AND WHEREAS the Mayor and the City Clerk have been duly authorized to execute this Agreement on behalf of Winnipeg;

NOW THEREFORE the Parties hereto mutually agree as follows:

SECTION 1: DEFINITIONS

1.1 In this Agreement:

- (a) "Activity or Activities" means a group of related Projects as identified and funded in a Component Program Authorization;
- (b) "Community" is an inclusive term and can mean people living in a specific geographic area such as a residential neighbourhood or a group of people with a common interest;
- (c) "Complementary Programs" means those programs offered by Canada, Manitoba or Winnipeg that support the objectives of this Agreement, but are not included within the scope thereof;
- (d) "Component Programs" means the five principal Component Programs of this Agreement as detailed in Schedule "A" attached hereto and forming part of this Agreement;
- (e) "Component Program Authorization" means the document that describes eligible Activities and Projects and their implementation process under a Component Program of this Agreement;
- (f) "Cost-Shared Project or Cost-Shared Projects" mean the Project or Projects to which all three Parties are contributing under the Agreement;
- (g) "Federal Minister" means the Minister of Western Economic Diversification, and unless the context otherwise requires, includes any person authorized by either of them to act on his or her behalf;
- (h) "Fiscal Year" means the period commencing on April 1 of any year and terminating on March 31 of the immediately following year;
- (i) "Implementing Party" means a Party to this Agreement with primary responsibility for administering an Activity and/or a Project;
- (j) "Management Committee" means the body established under section 6.4 herein.
- (k) "Mayor" means the Mayor of The City of Winnipeg and unless the context otherwise requires, includes any person authorized by him to act on his behalf.
- (l) "Parties" means Canada, Manitoba and Winnipeg;
- (m) "Participant" means any person(s), or legal entity, other than a Party to this Agreement, with whom a contribution agreement is signed for the implementation of a Project;
- (n) "Policy Committee" means the body established under section 6.1 herein;
- (o) "Principal Federal Minister" means the Minister of Western Economic Diversification, and unless the context otherwise requires, includes any person authorized by him or her to act on his or her behalf;
- (p) "Principal Provincial Minister" means the Minister of Intergovernmental Affairs and Trade, and unless the context otherwise requires, includes any person authorized by him or her to act on his or her behalf;

- (q) "Project or Projects" means a specific project or projects funded under a Component Program of this Agreement;
- (r) "Project Approval Form" means the document that describes and authorizes the financial support for an Activity or Project under a Component Program of this Agreement;
- (s) "Provincial Ministers" means the Minister of Intergovernmental Affairs and Trade and the Minister of Aboriginal and Northern Affairs, and unless the context otherwise requires, includes any person authorized by either of them to act on his or her behalf;
- (t) "Shareable Costs" means those costs outlined in subsections 6.8, 10.4, and 11.4 of this Agreement which shall be shared equally by the Parties;
- (u) "Tripartite Agreement Office" means the office established under section 6.5(d) herein.

SECTION 2: AGREEMENT DATES

- 2.1 No Activity or Project may be approved by Canada after March 31, 2008, or by Manitoba or Winnipeg after September 30, 2009.
- 2.2 No claim for any approved Activity or Project shall be accepted by the Implementing Parties unless received by January 31, 2010 and no payments shall be made after March 31, 2010.
- 2.3 All expenditures related to this Agreement, incurred from April 1, 2004 shall, upon approval by Management Committee, be considered eligible for funding under this Agreement.

SECTION 3: PURPOSE

- 3.1 The purpose of this Agreement is to provide a mechanism for coordinating and implementing a community and economic development strategy for Winnipeg, more particularly described in Schedule "A", attached hereto and forming part of this Agreement, whereby the Parties can work with the community and the private sector to strengthen the fabric of Winnipeg's communities by identifying means for increasing community capacity, renewing the downtown and older residential neighbourhoods, improving opportunities for urban Aboriginal peoples and encouraging sustainable economic development through innovation and technology.
- 3.2 The Parties agree to undertake the implementation of the strategy and the Component Programs outlined in Schedule "A".

SECTION 4: GUIDING PRINCIPLES

- 4.1 To pursue and achieve the objectives stated in subsection 3.1, each Implementing Party agrees that this Agreement will reflect the following basic principles:
 - (a) support for activities that build on existing policies and programs;
 - (b) equal participation and equal funding contributions;
 - (c) joint planning and Component Program development;
 - (d) enhanced collaboration, coordination and cooperation and a commitment by each level of government to seek opportunities for complementary funding and programming;
 - (e) accountability to citizens for public funds and transparency of expenditures;

- (f) public consultation and participation that recognizes the need for community-driven approaches to urban development and is consistent with the objective specific to each Component Program;
- (g) effective cooperative arrangements with community, not-for-profit and private sector organizations and contributions of funds from sources other than government;
- (h) promotion of innovation and alternative ways of addressing urban issues;
- (i) concern for environmental considerations;
- (j) recognition of the need for a skilled workforce;
- (k) respect for diversity and gender equity.

SECTION 5: OBJECTIVES

- 5.1 The Parties will cooperate and work jointly to:
- (a) enhance opportunities for Winnipeg's Aboriginal population to participate more fully in the economy and in community life;
 - (b) build strong Winnipeg communities by encouraging, facilitating and supporting local efforts for capacity building, neighbourhood renewal and sustainability through community economic development;
 - (c) strengthen downtown renewal and revitalization by supporting key capital works, heritage preservation initiatives, activities that promote living downtown and strategic economic and cultural initiatives in the downtown;
 - (d) expand Winnipeg's national and international economic competitiveness through investments in skills development, innovation and technology;
 - (e) ensure the Activities and Projects under this Agreement are coordinated and complement other federal, provincial and municipal programming.

SECTION 6: MANAGEMENT AND ADMINISTRATION

- 6.1 Upon the execution of this Agreement, a Policy Committee consisting of the Principal Federal Minister, the Principal Provincial Minister and the Mayor or their respective designates, is hereby constituted.
- 6.2 The Policy Committee will be responsible for providing overall policy direction under this Agreement and for the decisions made pursuant to it.
- 6.3 All decisions of the Policy Committee will be in writing and will be effective only if they are unanimous.
- 6.4 The Policy Committee will establish a Management Committee to administer and manage this Agreement. The Management Committee will consist of six regular members as follows:
- (a) the Principal Federal Minister, Principal Provincial Minister and the Mayor will each appoint two voting representatives to the Management Committee, one of each being designated as the federal, provincial, and city co-chair respectively;
 - (b) in the absence or inability to act of a co-chair, the other voting representative appointed under subsection 6.4 (a) will act as co-chair and in such cases the other voting representative shall have the same authority as the co-chair under this Agreement.

- 6.5 Subject to any specific or general directions from the Policy Committee, the Management Committee will be responsible for the overall management, coordination and administration of this Agreement and its duties shall include, but are not limited to, the following:
- (a) ensure that all Parties adhere to the intent and the terms and conditions of this Agreement;
 - (b) develop for Policy Committee approval, standards and procedures required for overall administration and coordination of this Agreement and of its Component Programs;
 - (c) appoint a Coordinator from each jurisdiction to assist the Management Committee with the day-to-day management and coordination of the Agreement;
 - (d) establish a tripartite Agreement office comprising staff or professional services as deemed necessary to facilitate public access to Agreement programming, assist with Agreement coordination and provide for effective overall Agreement communication and administration;
 - (e) approve the establishment and mandate of appropriate advisory, coordination and implementation committees, and delegate or authorize them to perform such tasks as the Management Committee deems necessary;
 - (f) discuss and make recommendations to Policy Committee and/or the Implementing Party on each Activity and Project prior to its approval and consult on the implementation and evaluation of all Activities and Projects in order to encourage a coordinated approach to urban development;
 - (g) develop, for Policy Committee concurrence, a five-year schedule of expenditures for all Component Programs and revise this schedule annually;
 - (h) prepare annual financial reports that include actual and forecasted yearly expenditures for each Component Program;
 - (i) develop a monitoring and reporting system;
 - (j) review all Project Approval Forms prior to approval by any Implementing Party;
 - (k) approve all Cost-Shared Projects that will be funded under this Agreement, pursuant to the agreed-to terms and conditions and ensure that Project Approval Forms are prepared and signed by the Implementing Party for all Cost-Shared Projects undertaken under this Agreement;
 - (l) be responsible for jointly advising Project proponents of contributions awarded for any cost-shared Activities and/or Projects;
 - (m) recommend for Policy Committee approval an evaluation plan in accordance with Section 10 of this Agreement and be responsible for its implementation;
 - (n) recommend for Policy Committee approval a Communications Strategy consistent with Schedule “B” and in accordance with Section 11 of this Agreement and be responsible for its implementation;
 - (o) generally ensure that matters bearing upon the success of this Agreement are expedited within their respective jurisdiction;
 - (p) ensure a full and free flow of information between the Parties to this Agreement, subject to any applicable laws;
 - (q) propose amendments to the Agreement to the Policy Committee;
 - (r) liaise with representatives of federal, provincial and municipal departments, or agencies or other appropriate persons to facilitate cooperation and public goodwill in the management of this Agreement; and
 - (s) carry out other duties, powers or functions specified elsewhere in this Agreement or, such as may be assigned to the Management Committee by the Policy Committee in writing.

- 6.6 In exercising the powers, duties, and functions of the Management Committee, the following will apply:
- (a) to constitute a meeting of the Management Committee, one regular member from each of Canada, Manitoba and Winnipeg must be present;
 - (b) the decisions of the Management Committee require the unanimous approval of those regular members present to be effective. Where the members are unable to reach a unanimous decision on any matter, that matter will be referred to the Policy Committee whose decision will be final;
 - (c) the decisions of the Management Committee will be deemed to be valid only if they are in writing and signed by the co-chairs from Canada, Manitoba and Winnipeg; and
 - (d) Management Committee meetings will be held as required, but in no case less frequently than once every six months.
- 6.7 The Tripartite Agreement Office will assist with overall liaison and with coordination of Component Programs and any Activity or Project under this Agreement, including:
- (a) public information, publicity, press releases and communications concerning this Agreement;
 - (b) consultation with individuals, organizations, institutions and other government departments and agencies, concerning the planning and implementation of Component Programs and any approved Activities or Projects;
 - (c) managing day-to-day administrative tasks assigned to the office by Management Committee;
 - (d) facilitating information flow for effective decision-making within the three jurisdictions and ensuring the effective coordination among jurisdictions of all things necessary for the successful implementation of this Agreement;
 - (e) gathering information and preparing necessary reports;
 - (f) ensuring the availability of a data base for evaluation of the impact and effectiveness of this Agreement; and
 - (g) acting as a secretariat to the Management Committee and the Policy Committee.
- 6.8 All costs pursuant to subsection 6.7 are Shareable Costs under this Agreement and will consist of all costs that, in the opinion of the Management Committee, have been reasonably and properly incurred for the operation of the tripartite office, the coordination of Component Programs, overall liaison and in support of the implementation of Activities or Projects, including but not limited to the incremental cost of staff, any professional service contracts, communications materials and/or signage, any general overhead or administrative costs, and related costs including the costs for accommodation, telephones, computer equipment and software, and other utility systems in the building occupied.

SECTION 7: IMPLEMENTATION PROCEDURES

- 7.1 Component Program Authorizations for each Component Program will be developed jointly by all three Parties for approval by Management Committee. Component Program Authorizations will include:
- (a) a Component Program description, outlining the purpose and objectives of the Component Program and how it supports the purpose and objectives of the Agreement;
 - (b) a description of prior consultation and development processes and of mechanisms for ongoing community participation appropriate to each Component Program;
 - (c) examples of eligible Activities and Projects;
 - (d) implementation and administrative procedures indicating how Activities and Projects will be undertaken and monitored;
 - (e) a description of how the Component Program will address employment equity, community and economic development and environmental concerns;
 - (f) communications considerations;
 - (g) financial allocations and audit plan.
- 7.2 This Agreement enables the development and implementation of any Activities or Projects that are consistent with the overall objectives described in Section 5 and with the objectives described in the Component Program Authorizations. In the case of an Activity or Project that is not being cost-shared, the Implementing Party will be solely responsible for approval of an Activity or Project and for taking such steps as may be necessary to carry out the Activity or Project, including entering into a contribution agreement with a Participant for the delivery of all or part of an Activity or Project.
- 7.3 Each Activity or Project reviewed by Management Committee under a Component Program will be described in an appropriate Project Approval Form that will include:
- (a) the Project name and description;
 - (b) the purpose and objectives of the Project and how it supports the objectives of the Component Program;
 - (c) the cost of the Project;
 - (d) the Implementing Party;
 - (e) the effective date;
 - (f) the completion date;
 - (g) an outline of how the Project is to be carried out and progress reported;
 - (h) performance data to be provided;
 - (i) the total funds required and the share to be borne by each of the Parties and/or Participants involved;
 - (j) to whom and how payments shall be made;
 - (k) the ownership and responsibility for the operation and maintenance of the Project after completion;
 - (l) ownership of assets at the end of the Project (if any);
 - (m) an indication of whether revenue accruing from the Project is shareable among the Parties, and if so, in what proportions; and
 - (n) such other information as may reasonably be required by the Management Committee.

- 7.4 The Implementing Party will be afforded the authority to take such action as may be necessary to carry out the Activity or Project in question in accordance with normal administrative and management procedures of the Implementing Party and in accordance with applicable laws.
- 7.5 Canada, Manitoba and Winnipeg will have no obligation to ongoing costs of any Activity or Project after their completion dates, unless provided for under subsection 7.3 (k).
- 7.6 Subject to subsection 7.5, upon completion of each Activity or Project undertaken under this Agreement, the Implementing Party or person assigned ongoing responsibility for the Activity or Project pursuant to subsection 7.3 (k) will take over or cause to be taken over full responsibility for that Activity or Project's operation, maintenance and repair except in cases where other arrangements between the Parties specifically apply. Where an Activity or Project is delivered by a Participant, the contractual arrangement with the Participant shall save Canada, Manitoba and Winnipeg harmless from any and all claims, demands, actions and causes of action that may be made against them arising out of the operation, maintenance or repair of any Activity or Project funded pursuant to this Agreement.
- 7.7 Reports, documents, plans, maps and other materials prepared by any person who has been awarded a contract with respect to an Activity or Project pursuant to this Agreement will become the property of the Implementing Party, and each Implementing Party will share with each other any reports, documents or other materials which it acquires as a result of carrying out its responsibilities under this Agreement, provided that the Implementing Party shall assign ownership of such materials to the ultimate owner and responsible Party or Participant pursuant to subsection 7.3(k).

SECTION 8: FINANCIAL

- 8.1 Subject to the terms and conditions of this Agreement and funds being made available by the Parliament of Canada, the contribution of Canada under this Agreement shall not exceed twenty-five million (\$25,000,000.00) dollars.
- 8.2 Subject to the terms and conditions of this Agreement and funds being made available by the Legislative Assembly of Manitoba, the contribution of Manitoba under this Agreement shall not exceed twenty-five million (\$25,000,000.00) dollars.
- 8.3 Subject to the terms and conditions of this Agreement, the contribution of Winnipeg under this Agreement shall not exceed twenty-five million (\$25,000,000.00) dollars.
- 8.4 This Agreement allows for flexibility in Component Program and Activity and Project financing and participation, in that each Party may decide to finance or participate in any Component Program or Activity or Project exclusively or jointly, as long as total Agreement expenditures will be shared by Canada, Manitoba and Winnipeg on a one-third, one-third, one-third basis and adhere to the financial contributions agreed to under 8.1, 8.2 and 8.3 of the Agreement.
- 8.5 Eligible costs under this Agreement in respect of any Component Program outlined in Schedule "A" will consist of all costs that, in the opinion of the Management Committee, have been reasonably and properly incurred for the implementation of the Activities or Projects, including

the incremental cost of staff administering any Component Programs, Activities and Projects, but shall not include any general overhead or administrative costs of the Implementing Party or the costs of any existing permanent staff and related costs of the Implementing Party including the costs for accommodation, telephones, and other utility systems in the buildings occupied by the Implementing Party.

- 8.6 The Parties to this Agreement agree that the costs incurred and claimed under this Agreement as being directly attributable to an Activity or Project must be identified as eligible in a contribution agreement. Where a Project is federally funded, all approvals and financial support are subject to the Participant's, the Project's, and the expense's eligibility under existing terms and conditions of applicable federal programs, and Canada will take steps as necessary to ensure that the program remains in effect for the duration of this Agreement.
- 8.7 Upon termination of this Agreement, a final reconciliation of expenditures and authorized commitments by Canada, Manitoba and Winnipeg shall be made to ensure equal contributions to the Agreement. If expenditures are unequal, an equalization payment will be made by the Party before March 31, 2010, unless the Parties mutually agree in writing to some alternative equalization arrangement.
- 8.8 Payments made by Canada or Winnipeg to Manitoba shall be made to the Minister of Finance.
- 8.9 Payments made by Manitoba or Winnipeg to Canada shall be made to the Receiver General for Canada.
- 8.10 Payments made by Canada or Manitoba to Winnipeg shall be made to the City of Winnipeg.

SECTION 9: PAYMENT PROCEDURES

- 9.1 Each Implementing Party will be responsible in the first instance to pay all costs of implementing an Activity or Project in accordance with its payment procedures.
- 9.2 Each Party will ensure that proper and accurate accounts and records are maintained with respect to each Activity or Project it is implementing for a minimum of three years following the term of this Agreement.
- 9.3 Each Party hereto may inspect the amounts of all claims of the others in respect of an Activity or Project, which the others have implemented, and the accounts and records related thereto during regular business hours.
- 9.4 Each Party hereto will provide within reasonable time, on request by any member of the Management Committee, information that would indicate that an Activity or Project hereunder has been undertaken or completed and the costs incurred with respect thereto.
- 9.5 Any contribution agreement entered into by the Implementing Party with a Participant for any Activity or Project hereunder will be awarded and administered in accordance with the administrative, management and contribution agreement procedures of such Implementing Party.

- 9.6 The Parties shall ensure that all contribution agreements are consistent with Canada's international and domestic trade agreements, including the Agreement on Internal Trade.
- 9.7 Any contribution agreement entered into by the Implementing Party with a Participant will indemnify and save harmless all Parties to the Agreement and their officers and employees from and against all claims and demands with respect to:
- (a) an injury to persons (including, without limitation, death), damage or loss to or destruction of property, economic loss or infringement of rights caused by, or related to the Activities and/or Projects, the performance of the Agreement or the breach or any term or condition of this Agreement by the Participant, or its officers, employees, agents or contractors; and
 - (b) any omission or wrongful or negligent act of the Participant, or its officers, employees, agents or contractors.

SECTION 10: EVALUATION

- 10.1 Within twelve (12) months of the signing of this Agreement, the Management Committee shall develop for Policy Committee approval an evaluation plan for the Component Programs outlined in Schedule "A".
- 10.2 The evaluation plan shall identify major evaluation issues, responsibilities for evaluation activity and data collection, and the scope and timing of data collection including baseline studies, monitoring and Component Program reports.
- 10.3 Within six months of the termination of each fiscal year, the Management Committee will submit to Policy Committee a status report, which includes:
- (a) an update on Component Program activities;
 - (b) in the second fiscal year's status report, information on Component Program evaluation activity and data; and
 - (c) in the sixth fiscal year's status report, a final evaluation report.
- 10.4 Costs pursuant to subsections 10.1, 10.2, and 10.3 are Shareable Costs under this Agreement and will consist of all costs that, in the opinion of the Management Committee, have been reasonably and properly incurred, including but not limited to costs for professional service contracts, database development, maintenance and report development, and printing and distribution costs.

SECTION 11: COMMUNICATIONS

- 11.1 The Parties agree to co-operate in the development and implementation of a Communications Strategy respecting the implementation of this Agreement and further agree to supply, erect and maintain on the direction of the Management Committee:
- (a) during the course of implementing any Activity or Project, a sign or signs consistent with federal, provincial and city graphics guidelines, and in both official languages, specifying that the related Activity or Project is an Agreement initiative; and
 - (b) where relevant, upon completion of each Activity or Project, a permanent sign or plaque to the effect set forth in (a).

- 11.2 Management Committee, in accordance with Schedule “B”, Communications Protocol, and the Communications Strategy, shall jointly arrange any public announcement pertaining to the Agreement or to Activities and Projects generated by the Agreement, as well as any official opening ceremony for any Activity or Project, or related undertaking under this Agreement.
- 11.3 A report developed by Management Committee for approval by Policy Committee on this Agreement's performance will be published annually within six (6) months of the termination of each fiscal year.
- 11.4 The costs pursuant to subsections 11.1, 11.2 and 11.3 are Shareable Costs under this Agreement and will consist of all costs that, in the opinion of the Management Committee, have been reasonably and properly incurred including but not limited to costs for professional service contracts, graphic design, printing, provision and installation of signage, preparation of promotional items and public information material, preparation and distribution of reports, advertising, and media equipment rental and supply.

SECTION 12: GENERAL

- 12.1 Any payment by Canada is subject to there being an appropriation by Parliament for the fiscal year of the Government of Canada in which the payment is being made.
- 12.2 Any payment by Manitoba is subject to there being an appropriation by the Legislative Assembly of Manitoba for the fiscal year of the Government of Manitoba in which the payment is being made.
- 12.3 Each Party shall have access to any sites or work carried out under the Agreement.
- 12.4 The Parties shall ensure that where one Party hereto is responsible for the implementation of an Activity or Project, it shall indemnify and save harmless the other Parties, their officers, servants and agents against all claims and demand of Participants or of anyone else in any way arising out of the implementation of such initiative, except to the extent to which such claims or demands relate to the act or negligence of any officer, employee, or agent of the other Parties.
- 12.5 Where the ongoing responsibility for the operation, maintenance and repair of any Activity or Project hereunder is to be vested other than with one of the Parties, the contribution agreement arrangements with the Implementing Party shall provide a clause to save the Parties harmless from any claims, demands, actions and causes of actions which may be made against them arising from the operation, maintenance and repair of any such Activity or Project by the organization vested with ongoing responsibility.
- 12.6 Every contract entered into by any Implementing Party shall have a clause prohibiting any member of the House of Commons of Canada or Senate, the Legislative Assembly of Manitoba or Winnipeg City Council from directly or indirectly having an interest in any contract or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit to arise therefrom.
- 12.7 The laws in effect in Manitoba shall apply to this Agreement.

- 12.8 Any reference in this Agreement to gender includes all genders, and words importing the singular number only shall include the plural and vice versa.
- 12.9 This Agreement may be amended from time to time by the written agreement of the Principal Federal and Provincial Ministers and Winnipeg, but no amendments to the financial obligations expressed in subsections 8.1, 8.2 and 8.3 shall be made without the approval of the Governor in Council, the Lieutenant Governor in Council and the Council of the City of Winnipeg.
- 12.10 Any Party to this Agreement may terminate this Agreement without cause either on a date as may be agreed to in writing by the three Parties, or upon 60 days written notice by the terminating Party to the Policy Committee members of the other Parties, and upon full completion of the requirements set forth in section 8.7.
- 12.11 No later than three years after the signing of this Agreement, the Parties will review the priorities and commitments of the Agreement and identify any required amendments.
- 12.12 This document and Schedule "A" and Schedule "B" form the entire Agreement.

IN WITNESS WHEREOF this Agreement has been executed on behalf of Canada by the Minister of Western Economic Diversification; and on behalf of Manitoba by the Ministers of Intergovernmental Affairs and Trade and Aboriginal and Northern Affairs; and on behalf of Winnipeg by the Mayor and the City Clerk.

IN THE PRESENCE OF:

GOVERNMENT OF CANADA

WITNESS

Minister of Western Economic Diversification

IN THE PRESENCE OF:

GOVERNMENT OF MANITOBA

WITNESS

Minister of Intergovernmental Affairs and Trade

WITNESS

Minister of Aboriginal and Northern Affairs

IN THE PRESENCE OF:

CITY OF WINNIPEG

WITNESS

Mayor

WITNESS

City Clerk

**CANADA-MANITOBA-WINNIPEG AGREEMENT
FOR COMMUNITY AND ECONOMIC DEVELOPMENT**

SCHEDULE A

VISION

A vibrant, prosperous and healthy city that values diversity and provides all of its citizens opportunities for full participation in the economy and society.

INTRODUCTION

There is a strong tradition of the three levels of government working together to increase Winnipeg's prosperity and enhance its citizens' quality of life. From 1981 to 2001, Canada, Manitoba and the City of Winnipeg were partners in three agreements to build on Winnipeg's strengths, and address challenges such as downtown revitalization and social and economic development.

These agreements recognized that the capacity of any one level of government to address major urban issues on its own is limited. Their successes demonstrate that action by all three levels of government, working in partnership with Winnipeg's neighbourhoods, as well as business, cultural and arts, academic, and philanthropic communities, can yield powerful and lasting results.

CONTEXT

Winnipeg played a critical role in Canada's development as a nation. It served as a vital "gateway" between Canada's West and markets in Eastern Canada, Europe and the United States for the first half of the 1900s. Winnipeg grew to become Western Canada's financial and distribution centre and flourished as a manufacturing centre. While external factors have diminished its relative position in the national economy, Winnipeg continues to be one of Canada's major urban centres. Its businesses, academic and technical communities and citizens continue to contribute to Canada's economy and its ability to compete internationally. The richness of Winnipeg's cultural diversity, heritage, arts, recreational and philanthropic communities contribute to the fabric of our nation's society and the high quality of life that attracts talent, investment and tourism to Canada.

Manitoba's prosperity, economic vitality and social well-being are closely linked to the health of its capital city, Winnipeg. Strong cities are also vital to Canada's economic well-being and international competitiveness. Today, Winnipeg has one of the most diversified economies in Canada and this diversity is a recognized strength on which to build future growth and wealth. A number of sectors, both established and emerging have been identified as areas offering Winnipeg substantial potential for growth. They include aerospace; life sciences/biotechnology industries; information and communications technologies; cultural and convergent media industries; advanced manufacturing; and alternative energy developments. These industries require world-class research, innovation, infrastructure, and human resources to flourish.

Over the past several years, Manitoba's economy has been experiencing slow but steady growth. During the same period, the populations of Manitoba and Winnipeg have also been growing, although very slowly.

Manitoba, and specifically Winnipeg, have consistently had one of the lowest unemployment rates in the country (in 2002, Canada's lowest, at 5.2 per cent). As the province approaches "full employment", shortages of skilled workers in many sectors are being reported more frequently. Much of this shortage is directly related to changes in Manitoba's demographic makeup.

One of the challenges facing Manitoba and Winnipeg, which contributes both to slower growth and a looming skill shortage, is a longstanding pattern of out-migration, particularly of young adults. In 2002, despite increased immigration levels and a significant drop in numbers of people leaving the province, Manitoba still experienced a net out-migration loss of 1,081 persons.

Winnipeg's labour force is also aging. While 2001 Census data are not yet available, Statistics Canada reports that between 1991 and 1996 there was a 24 per cent increase in the number of people aged 45 to 54 who were employed in Winnipeg's labour force. At the same time, the number of people in Manitoba aged 15 to 24 is projected to increase by only about 5,000, by 2010.

In Winnipeg, 45,750 people, or about 7 per cent of the population, declared Aboriginal origins in 1996. By 2001, that number had grown to 55,755, or to about 8.5 per cent of the total population. The Aboriginal population is also considerably younger than the rest of Manitobans. While the median age for the non-Aboriginal population in Manitoba was 38.5 in 2001, it was 22.8 for the Aboriginal population. More than 42 per cent of the Aboriginal population in Winnipeg were children and youth below 19 years of age, compared to approximately 26 per cent for the population as a whole. Demographic trends indicate the proportion of Aboriginal persons within Manitoba's youth population will continue to increase.

It is estimated that, by 2016, one in five Manitobans eligible to participate in the workforce will be Aboriginal. This young, Aboriginal population will have a significant impact on future social and economic policy, and presents a tremendous opportunity for Canada, Manitoba and Winnipeg to create and share economic and social opportunities today.

The Aboriginal community in Winnipeg is experiencing significant challenges as its numbers in the city grow. As a result of lower education and employment rates among adults, a greater proportion of Winnipeg's Aboriginal people have inadequate housing and live in poor social conditions and poverty. As well, Aboriginal residents of Winnipeg have lower standards of living (by approximately 10 per cent) than their counterparts living off-reserve in rural Manitoba. These issues need to be addressed if the growing population of Aboriginal young people is to benefit from and fully contribute to Winnipeg's economic vitality.

Winnipeg's immigrant population is also increasing, as governments focus on reaching a target of 10,000 newcomers to Manitoba annually. Immigrants have enriched Canada with their ideas and talent. To ensure new immigrants, can use and/or enhance their skills and experience in areas that will contribute to economic growth and fulfill their dreams to prosper, participate and contribute fully in Canadian society, investments such as, language training, settlement support, processes to recognize qualifications and training to respond to skill gaps, are needed. Investments of this kind can help to address skill shortages and strengthen immigrant recruitment and retention.

In addition to a skilled workforce, investments in research, innovation, infrastructure and technology are needed, so that Winnipeg can attract businesses in key sectors. Winnipeg has started down the road to a

knowledge-based economy, where skilled workers are the most significant resource and innovation fosters success.

A healthy city with a healthy economy will be reflected in its vibrant arts and cultural life, its excellent recreational facilities, its acceptance and celebration of diversity, its strong community spirit, and its respect for the environment. Like many other cities, Winnipeg's downtown continues to face serious challenges, including aging building stock, deteriorating infrastructure and out-migration. Private sector investment in downtown development needs to be nurtured and grown. Strategic intervention is needed to restore the downtown as a centre for commercial, entertainment, and residential activity. A vibrant, attractive and safe downtown – that is a magnet for visitors and Winnipeggers alike – is in the interest of all Manitobans.

Winnipeg's vital and diverse neighbourhoods are one of its most important assets as a city. Winnipeg's older residential neighbourhoods surrounding the downtown, however, have experienced years of decline. While there is currently unprecedented renovation and revitalization activity in some of Winnipeg's older neighbourhoods, additional attention to these historic communities will enhance the quality of life and safety for their residents.

AGREEMENT PURPOSES AND COMPONENT PROGRAMS

The three levels of government agree urban renewal requires a common, long-term commitment to address Winnipeg's economic and social issues and to make the most of the opportunities a knowledge-based economy presents. The governments also agree that, to be effective, these initiatives need to reflect a community development approach, one that welcomes input from and builds partnerships with community stakeholders.

Aboriginal demographic trends, the continuing out-migration of young people, the aging workforce and skill shortages being experienced by Winnipeg employers indicate a need for immediate action. The development of a workforce that is both large enough and skilled is critical to the province's economic success. To this end, the full inclusion of Aboriginal people, the attraction and integration of new immigrants, and retention strategies to keep youth from leaving the province, are needed. Special measures may be required so that Aboriginal people and other disadvantaged groups can fully participate in and benefit from these economic opportunities.

The four component programs of this agreement (described below) are integral, interrelated and targeted to advance Winnipeg's development and renewal. They represent a comprehensive commitment to strengthen Winnipeg's economy and to improve the quality of life for all residents. As well, each program can respond to the barriers faced by Winnipeg's Aboriginal community:

1. *Aboriginal Participation* – To ensure Winnipeg will benefit from the opportunities presented by significant growth in the young Aboriginal population, this agreement's first component program is specifically focused on enhancing social and economic development opportunities for Aboriginal people. Winnipeg's Aboriginal communities will take a lead role in identifying programming to respond to these opportunities.
2. *Building Sustainable Neighbourhoods* – To build on the efforts of residents, support is required to restore Winnipeg's historic inner city communities to health and vibrancy. The communities

themselves are best able to identify local issues, and develop solutions for successful and sustainable capacity building and for enhanced quality of life. Governments can provide a broad range of support for this “grassroots” or community-driven approach to neighbourhood renewal, building on the communities’ existing strengths.

3. *Downtown Renewal* – To contribute to the revitalization of Winnipeg’s downtown, the three levels of government will work with downtown community stakeholders to identify and support key projects and heritage preservation initiatives, encourage and support downtown living, and facilitate strategic economic and cultural initiatives in the downtown. An exciting downtown that is a centre for commerce, entertainment and urban life increases the optimism of residents about their city and provides a favourable image that attracts greater investment.
4. *Supporting Innovation and Technology* - To build a knowledge-based economy and ensure continued success in developing and attracting businesses in priority sectors of the economy, investments in both the public and private sectors are required in areas such as research, innovation, infrastructure and technology commercialization. The transformation and growth of Winnipeg’s economy relies on the creation of an environment that values, fosters and supports investment in innovation. Innovation and technology, and the economic activity they bring, are important contributors to greater prosperity, social well-being and quality of life.

COMPONENT PROGRAMS

This Agreement focuses on strengthening and supporting the long-term, sustainable community and economic development of Winnipeg for the benefit of all of its citizens. The following is a more detailed description of the four core component programs, as well as a description of the component program that will guide *Agreement Administration*.

Component Program 1: Aboriginal Participation

The significant increase in Winnipeg’s Aboriginal population during the past decade and projections for its continued growth present both a challenge and an opportunity. Canada, Manitoba and Winnipeg recognize that a sound economic strategy for the city must include increasing employment opportunities and promoting economic development for Winnipeg’s Aboriginal people. At the same time, Aboriginal health, wellness, quality of life and social development need to be addressed.

Winnipeg’s Aboriginal community will play a lead role in the development and implementation of this component program and in ensuring it provides full and transparent access to all parts of the community. The program will make funding available to projects that are driven and implemented by the Aboriginal community. Project proponents will be able to access the program with a single application.

In keeping with the goal of full participation by Aboriginal people in the community and the economy, this program will focus on three key priorities:

Aboriginal Economic Development

Proposal-driven economic development projects (e.g., urban Aboriginal tourism development projects) will be supported. Business development supports will be provided to both Aboriginal individuals and groups.

Aboriginal Training, Education and Employment

A flexible approach will be taken to accommodate a wide spectrum of programming, including high school upgrading, post-secondary training and access programs, and transitional supports for Aboriginal people entering or re-entering the work force.

Aboriginal Health, Wellness, Quality of Life and Social Development

Lower educational attainment and lower employment rates result in higher poverty rates, poorer housing conditions and reduced health and wellness. Support will be provided to community-driven proposals for the provision of sports, wellness and recreational programs for at-risk Aboriginal children, as well as early childhood education and life skills development programming. Funding can support the expansion of existing successful programs, as well as new innovative programs focusing on gaps in current health and wellness programming available to Aboriginal people in Winnipeg.

Component Program 2: Building Sustainable Neighbourhoods

Winnipeg's strength lies in its vital and diverse neighbourhoods. Winnipeg is made up of some 230 distinct neighbourhoods, of which approximately 200 are residential in nature. Many of Winnipeg's older neighbourhoods in and around the inner city are showing signs of decline and require support to address physical, social and economic needs. Older infrastructure requires attention, neighbourhood main streets need to be strengthened, and community capacity needs to be increased.

The history of neighbourhood revitalization in Winnipeg and elsewhere has shown that the most successful and sustainable renewal efforts are driven by the community. Winnipeg's stronger neighbourhoods show a vital sense of purpose, involvement and self-reliance, in both the economic and social spheres. Healthy neighbourhood communities have the skills to assess their strengths, set priorities and undertake new economic activity. Neighbourhood businesses and public institutions invest in the community, create wealth, foster knowledge-based economic activities and contribute to overall community development. In doing so, these organizations and the residents they serve attract further investment, promote skill acquisition and job creation, and help build a diverse, vital neighbourhood.

Because of years of decline, some of Winnipeg's older inner city neighbourhoods currently lack the capacity, resources and infrastructure to respond to the needs and opportunities that can be identified by their residents. This component program will strive to enable and support the revitalization of these "at risk" residential neighbourhoods through a comprehensive community economic development (CED) strategy, which is endorsed by the community. CED is a grassroots approach to bringing stability into a neighbourhood, and to providing people with the skills, environment, and confidence they need to pursue economic opportunities and participate fully in the economy.

This program will build on the successes of the City of Winnipeg's housing policy and Manitoba's Neighbourhoods Alive! initiative, which focus on several of Winnipeg's highest needs inner city neighbourhoods. It will enhance the impact of these existing initiatives and their ability to support additional inner city neighbourhoods.

Citizen involvement in community renewal will be integral to the *Building Sustainable Neighbourhoods* program. The inclusion of Aboriginal people in the planning and implementation of neighbourhood initiatives will be a priority, as they make up a significant proportion of inner city residents. Many recent immigrants to Canada have also made their homes in these neighbourhoods and must be included in these

processes. Activities eligible for support under this program will include those that promote community capacity, physical renewal, safety and crime prevention, community development and sustainable economic development.

Component Program 3: Downtown Renewal

Just as Manitoba is symbolized by its capital city, so Winnipeg is identified by images of its downtown. Downtown Winnipeg's streets and buildings, its public amenities, its residential neighbourhoods and its business and economic activities all contribute to people's perceptions of the city. Winnipeg has some exceptionally attractive, unique and internationally recognized assets in its downtown. The downtown also reflects Winnipeg's rich cultural diversity represented by its strong immigrant and Aboriginal communities. These assets and this diversity contribute to the city's cultural, social and economic wealth. Significant efforts are already underway to build on these strengths, but building the downtown's image and attractiveness will require additional action. Winnipeg's economic vitality depends on a vibrant and prosperous downtown that is embraced by its citizens and sought out by visitors.

This component program will recognize and build upon recent planning and coordination initiatives and revitalization efforts in the downtown. It will work with key downtown community stakeholders to identify and support capital infrastructure projects and heritage preservation initiatives, to encourage downtown living and to stimulate strategic economic and cultural initiatives in the downtown. The program will also respond to safety issues and enhanced Aboriginal participation in the development of downtown Winnipeg. It could support:

- Capital infrastructure for projects such as those devoted to providing:
 - a) Recreation/health and wellness
 - b) Tourism destinations
 - c) Art, cultural and heritage experiences
- Downtown living in residential neighbourhoods and elsewhere in the downtown.
- Projects that encourage accessibility to and within the downtown.
- Projects that integrate rivers, parks and green spaces in the downtown.
- Projects that further strengthen downtown Winnipeg's cultural diversity.
- Projects that support safety and crime prevention in the downtown and respond to the issues of Winnipeg's homeless and transient people.

Component Program 4: Supporting Innovation and Technology

Winnipeg and the surrounding area is home to approximately 70 per cent of the province's population and 47 per cent of the province's businesses – generating close to 75 per cent of the province's GDP. Most of the province's high-growth sectors and research and development facilities are “anchored” in Winnipeg. Despite this concentration of economic activity, innovation indicators (such as expenditures on research and development (R&D), manufacturing productivity, the number of patents issued and technology commercialization and adoption rates) are lower for Winnipeg than for many other Canadian and international cities. This points to structural weaknesses in Winnipeg's innovation system that needs to be addressed.

Canada's cities are vital contributors to the nation's economy and global competitiveness. A city's capacity for innovation, the ability to generate knowledge and put it to use, is critical to its and Canada's future economic success and ability to build a prosperous society. It directly impacts competitiveness, productivity improvements and quality of life. Innovation systems connect research strengths with the commercialization and product development focus of industry, and with the overall quality of life of

communities. Innovation takes place primarily within a community context. The success of local innovation systems depends on how well community stakeholders collaborate to make the most of local assets, processes, and relationships that support innovation needs. A major role that governments can play is to foster an environment favourable to economic growth and quality of life by enhancing the innovation capacity of all participants in the economy.

Under this component program, the three levels of government will work with various community stakeholders to strengthen Winnipeg's innovation system by:

- supporting community-led projects that will increase the awareness, capacity and use of new technologies;
- creating strategic partnerships between the urban community and private/research/educational institutions;
- contributing to infrastructure that lays the basis for new technology clusters (a highly developed innovation system, focused on a specific area of strength), as well as strengthening existing clusters; and,
- ensuring citizens can participate in available opportunities.

Specific initiatives to strengthen Winnipeg's innovation system could include support for new innovation infrastructure that builds research capacity and creates or expands technology clusters such as: the aerospace, health industries (including those concerned with infectious diseases), life sciences, alternative energy, environmental industries, convergent media and information technology sectors. They could involve identifying and addressing skills and knowledge gaps within research organizations and the private sector through targeted training initiatives as well as research to identify effective capacity building and partnership building strategies for knowledge-based sectors.

The strategic orientation of this component is to further the transformation of the Winnipeg economy into a knowledge-based economy that employs skilled workers and encourages innovative approaches. Special measures may be required to ensure the broader Winnipeg community – for example, Aboriginal residents – participate fully in innovation and technology commercialization.

The program will also reach out to Winnipeg's growing immigrant population to help ensure they can use their skills and experience in knowledge-based sectors, by exploring investments in language training, settlement support, processes to recognize qualifications and training to respond to skill gaps.

Component Program 5: Agreement Administration

The principal federal minister, the principal provincial minister and the Mayor of Winnipeg will constitute the Policy Committee and will provide overall direction for the Agreement.

A Management Committee of senior officials from the three levels of government will be responsible for the general administration and coordination of the agreement on behalf of the Policy Committee.

Through the *Agreement Administration* component program, Management Committee members will share responsibility for overall reporting requirements to Policy Committee. These requirements include recommending program implementation and changes, monitoring the flow of funds, providing status updates and evaluating the agreement.

Management Committee will ensure maximum coordination between the agreement's component programs and activities. The committee will also promote opportunities to coordinate these initiatives with other intergovernmental initiatives and with each party's own complementary programming.

Management Committee will establish a tripartite "single window" office with a few staff from each level of government, to facilitate public access to agreement programming and provide information to the public. This office will also be responsible for supporting the effective administration and coordination of agreement programming and activities.

**CANADA-MANITOBA-WINNIPEG AGREEMENT
FOR COMMUNITY AND ECONOMIC DEVELOPMENT**

**SCHEDULE B
COMMUNICATIONS PROTOCOL**

This communications protocol establishes the principles and practices that will guide the communications activities of the Government of Canada, the Province of Manitoba, and the City of Winnipeg. The protocol will be in effect for all announcements and events related to the Canada-Manitoba-Winnipeg Agreement.

PRINCIPLES

1. To operate in an open, timely and cooperative manner.
2. To take a consultative approach to communications activities.
3. To respect the communications approaches and requirements of each level of government.
4. To carry out the communications approval process in a reasonable and expedient timeframe.
5. To issue joint communications in both official languages.

PRACTICES

1. The parties (federal, provincial and municipal governments) agree that each government will receive equal recognition in all program or project-related advertising, promotional and programming materials – regardless of actual financial support.
2. The parties will ensure the opportunity for equal representation at events, announcements and news conferences.
3. The parties must mutually agree on dates for public announcements, news conferences, news releases and proponent-led events. A minimum of 15 business days notice of potential events will be given to all parties.
4. The parties will respect the parliamentary, legislative or civic calendars of the others when considering dates and planning events.
5. All joint communications materials (media advisory, news release, invitation, agenda, MC script) will be equally representative of and will be shared with each of the parties for review. Written approval from each party must be obtained before public release.

PRECEDENCE

The implementing party of a particular project/program – as agreed by all levels of government – will be the lead for the public funding announcement. The representative of that government will speak first at the event and be quoted first in the news release. The next senior level of government (or as otherwise determined by precedence) will speak and be quoted secondly, followed by the remaining party.

When programs/projects are cost-shared equally, the federal representative will speak and be quoted first, followed by the provincial representative, followed by the municipal representative in all cases, UNLESS the following exceptions apply:

1. The Prime Minister of Canada and the Premier of Manitoba take precedence in all events and announcements.

2. Precedence will be given to Ministers (federal or provincial) and Ministers of State over Members of Parliament and Members of the Legislative Assembly.
3. Precedence will be given to elected officials over departmental representatives.

When the Minister(s) (federal or provincial) and Mayor are not available for a news conference, they may be represented by a designated Member of Parliament, Member of the Legislative Assembly and City Councillor respectively.

Decisions regarding the appropriateness of staging a news conference or simply issuing a news release will be determined on a case-by-case basis in consultation with all parties.