

DECREE NO. 2022 / 12060 / PM OF 30 DEC 2022
TO FIX THE GENERAL REGIME OF PLAN CONTRACTS AND
CITY CONTRACTS BETWEEN THE STATE AND REGIONAL
AND LOCAL AUTHORITIES.

THE PRIME MINISTER, HEAD OF GOVERNMENT,

- MINDFUL OF** The Constitution;
- MINDFUL OF** law N0. 2004/003 of 21 April 2004 governing town planning in Cameroon and its subsequent implementing texts;
- MINDFUL OF** law N0. 2011/008 of 6 May 2011 to lay down guidelines for sustainable land planning and sustainable development in Cameroon;
- MINDFUL OF** law N0. 2018/011 of 11 July 2018 relating to the Transparency and Good Governance Code for the management of public funds in Cameroon;
- MINDFUL OF** law N0. 2007/012 of 11 July 2018 defining the financial regime of the State and other public entities;
- MINDFUL OF** law N0. 2019/024 of 24 December, 2019 on the general code of Regional and Local Authorities;
- MINDFUL OF** decree N0. 2008/376 of 12 November 2008 laying down the administrative structure of the Presidency of the Republic;
- MINDFUL OF** decree No. 2008/377 of 12 November 2008 stating the responsibilities of heads of administrative units and that relating to the organization and functioning of their services;
- MINDFUL OF** decree N0. 2011/408 of 09 December 2011 to organize the Government, amended and supplemented by Decree N0. 2018/190 of 02 March 2018;
- MINDFUL OF** decree N0. 2012/384 of 14 September 2012 to organize the Ministry of Housing and Urban Development;
- MINDFUL OF** decree N0. 2018/366 of 20 June 2018 to lay down the Public Contract Code;
- MINDFUL OF** decree N0. 2019/001 of 4 January 2019 appointing the Prime Minister, Head of Government;

HEREBY DECREES AS FOLLOWS:

TITLE I
GENERAL PROVISIONS

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ARTICLE 1.-This decree lays down the general regime of Plans contracts and City Contracts between the State, on the one hand and the Regional and Local Authorities on the other

hand, as well as rules applicable to the award, the execution, the monitoring, the evaluation and the control and audits of such contracts.

ARTICLE 2.- The rules set by this decree shall comply with the principles of free administration and autonomy, in the administrative and financial management of the regional and local authorities, as well as the exclusivity of powers transferred. As set by law, they shall contribute to the national territory's goal of balanced development and the reduction of regional inequalities.

CHAPTER I **DEFINITIONS**

ARTICLE 3.- For the purposes of this decree, the following definitions are accepted:

- i) **Regional Development:** Design and implementation of physical planning to correct natural or development-related disparities, through the search of a judicious distribution, and possible inclusion of production activities, infrastructure and equipment in the whole territory;
- ii) **Co-contracting Party of the State:** Region, Council, City Council, Grouping of Regional Authorities, Council Unions having signed a Plan Implementation Agreement or a City Contract with the State;
- iii) **Contractualisation:** establishment of a contractual relationship between one or more partners with a common goal;
- iv) **City Contract:** Document signed between the State and a Council, a City Council, Council Unions and their Groupings in the field of urban development, with a view to coordinate investments and improve urban governance;
- v) **Plan Contract:** document negotiated between the State, Region and/or a Regional and Local Authority, eventually accompanied by specific contracts, that codifies in detail the inclusive partition of responsibilities, in a bid to harmoniously execute a regional planning actions programme, in terms of planning and sustainable development of the Region or the Regional and Local Authority, during a specific period; each partner shall be committed to the nature and funding of the various planned operations;
- vi) **Implementation Agreement:** framework document which according to the sources of financing, specifies and formalizes, the respective commitments of parties, as well as the technical and financial modalities of the projects/programmes which shall be selected therein;
- vii) **Urban Planning Documents:** documents which determine the conditions which help,

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on the one hand, to limit the use of space, control travel needs, preserve agricultural activities, protect forest areas, cultural heritage, technologies as well as pollution and all sorts of nuisances and, on the other hand, provide enough building space for economic and general interest activities as well as for the satisfaction of present and future needs, in terms of housing and public facilities;

- viii) Establishment of the Plan Implementation Agreement:** Process by which both parties, the State's representative on the one hand, and the representative of the regional authority, the authorized representative of RLA groupings, or the Chairperson of the Councils Union, on the other hand, initial and sign the Plan Implementation Agreement document;
- ix) Project Manager:** natural person or legal entity with appropriate technical and intellectual skills, assigned by the project owner to carryout design, studies, execution and control of works entrusted to him, following the programme provided by the project owner and to propose reception and payment of works executed;
- x) Assisted Contracting Authority:** Operating mode whereby the project owner exercises full responsibilities, but is assisted by one or more technical partners to carry out certain tasks (design, coordination, monitoring, control, etc.);
- xi) Negotiation:** search for an agreement between the State and a Regional and Local Authority on common development goals within a limited time;
- xii) Infrastructure:** construction, installation, building, assembly and in general, material property created or transformed by the execution of work;
- xiii) Communal Development Plan (CDP):** Document prepared in a participatory manner, stating the needs of a Council, its potentialities, as well as the development strategies envisaged and subsequently translated into an action plan;
- xiv) Community Development Plan:** Document that sets up the approach and framework for the development of the regional community and define all actions to be implemented, over a given period, in accordance with the guidelines set by the national development strategy. It may be the Communal Development Plan for councils and the Regional Development Plan for the Regions, or any other document in lieu thereof;
- xv) Urban Planning:** Projection and organization approach that enables public authorities to guide and control urban development through the development and implementation of urban planning documents;
- xvi) Infrastructure Maintenance Framework Programme:** Set of activities targeting the sustainability of structures, and related funding;

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xvii) Investment Framework Programme: Set of activities related to infrastructure and equipment projects attached to the necessary funding;

xviii) Management Improvement Programme of the Regional and Local Authorities: Set of commitments relating to all RLAs capacity-building actions, particularly those aimed at improving project management and local governance;

xix) Multi-annual Investment Programme (PIP): All infrastructures, equipment and services to be financed under the Plan Implementation Agreement or the City Contract, on a multi-annual base. The list of investments to be made depends on the needs expressed by each Regional and Local Authority, its absorption capacity, its budgetary availability and the relevance of proposed investment projects;

xx) Grouping of Regional Authorities: Association of one or more regional authorities in contractual form for the achievement of common goals or projects. If the powers to be applied by the Grouping are in an area that is under a competency transfer, this transfer shall be for the benefit of the Grouping concerned, on the decision of each of the deliberative bodies of the regional authorities concerned;

xxi) Council Grouping: Ad-hoc grouping of Councils that come together to carry out projects of common goal;

xxii) Renegotiation: Redefinition of the terms of the said contract between parties involved in a Plan Implementation Agreement or the City Contract;

xxiii) Town Planning: All legislative, regulatory, administrative, technical, economic, social and cultural measures aimed at the harmonious and coherent development of human settlements, through the promotion of rational use of soils, their development and improvement of the living environment, as well as economic and social development;

xxiv) National Planning and Sustainable Development Diagramme (SNADDT): A set of documents composed of literal statements and graphic expressions presenting orientations, objectives and expected results of a vision of spatial, physical and environmental development based on political options, available natural resources, social dynamics, as well as environmental, artistic and cultural heritage.

CHAPTER II **SCOPE**

ARTICLE 4.- (1) The Plan Implementation Agreement and the City Contract fall under the performance of recognized competences of the local authorities concerned. They primarily concern wealth creating investments, growth and jobs generating activities. For any applicant Community, projects eligible for funding must be contained in the Community Development Plan.

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(2) The Community Development Plan and the urban planning document must be consistent with the economic and financial objectives of the State, or any other national programming document in force.

TITLE II
COMMON PROVISIONS OF THE PLANS IMPLEMENTATION AGREEMENTS AND
THE CITY CONTRACTS BETWEEN THE STATE AND REGIONAL AND LOCAL
AUTHORITIES

CHAPTER I
ELIGIBILITY OF REGIONAL AND LOCAL AUTHORITIES AND THE PLAN
IMPLEMENTATION AGREEMENT AND CITY CONTRACT INITIATIVE

SECTION I
ELIGIBILITY OF REGIONAL AND LOCAL AUTHORITIES TO THE PLANS
IMPLEMENTATION AGREEMENTS AND THE CITY CONTRACT

ARTICLE 5.- All Regional and Local Authorities shall be eligible for a Plan Implementation Agreement or a City Contract with the State, if they request for it and comply with the terms and procedures provided for in this decree.

SECTION II
PLAN CONTRACT AND CITY CONTRACT INITIATIVE

ARTICLE 6.- (1) The Plan Implementation Agreement or the City Contract may be initiated at central level by the Ministers in charge of planning and regional development and urban development respectively, or any other Head of Ministerial Department whose Ministry intends to carryout investments in a Regional and Local Authority.

(2) At the local level, the Plan Implementation Agreement or the City Contract shall be initiated by, the Head of the Executive of the Regional and Local Authority, the Chairperson of the RLA Union or the representative of the RLA grouping. It shall be on the basis of a deliberation of the deliberating body of the Regional and Local Authority, or of each of the Regional and Local Authority concerned in the case of the Council union or the Grouping of RLAs approved by the competent State representative.

CHAPTER II
THE PREPARATION PROCEDURE
OF THE PLAN CONTRACT AND THE CITY CONTRACT

ARTICLE 7.- (1) The procedure for preparing the Plan Implementation Agreement and the City Contract shall consist of 3 (three) phases:

- the preliminary phase;

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- the preparation and negotiation phase;
- the pre-selection phase.

(2) The Ministers in charge of Planning and Regional Development shall specify the number, nature and content of the guides for the preparation of Plan Implementation Agreements.

(3) The Minister in charge of urban development shall specify the number, nature and content of the guides for the preparation of City Contracts, in liaison with the Minister in charge of planning and regional development.

SECTION I **THE PRELIMINARY PHASE**

ARTICLE 8.- (1) In case the Regional and Local Authority, the Regional and Local Authorities' Union or Association is the applicant, the preliminary phase shall start with an application addressed to the relevant Minister, either by the Executive Head of the Regional and Local Authority, the Union's Chairperson or representative of the Association through the territorially competent State representative.

(2) In case the State is the applicant, the State shall send the application to the Executive Head of the Regional and Local Authority, the Regional and Local Authority Union's Chairperson or Representative of the Association through the territorially competent State representative, while specifying the project(s) for which she wishes to enter into a contract.

ARTICLE 9.- The preliminary phase shall begin with the decision to enter or not into a Plan Contract or a City Contract with the applicant.

SECTION II **PREPARATION AND NEGOTIATION PHASE**

ARTICLE 10.- (1) The preparation phase shall consist in the analysis and use of required documents, appraisal of projects and negotiation of the terms of reference for the Plan Contract or City Contract. It shall also help to identify the main financial and capacity building needs of the Regional and Local Authorities, their Unions and Associations and the projects to be funded as well.

(2) The preparatory phase shall include:

- Scrutiny of Councils Development Plans, Regional Development Plans, urban planning documents and any other multi-year planning or programming document;
- Analysis of existing institutional or organisational diagnosis or conduct of additional

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diagnosis, if need be;

- Review of the capacity building plan, if applicable;
- Review of feasibility studies and completion thereof, when need arises;
- Identification and quantification of financing needs under the Plan Contract or City Contract duration and by annual instalments;
- Identification of other stakeholders or partners entering into contract with the Regional and Local Authority, the Regional and Local Authorities' Unions or Association and of the contribution of either party;
- Identification of the contribution of the State, the Regional and Local Authority, the Regional and Local Authorities' Unions or Association. The State's contribution shall include interventions by development partners, contribution by State's co-contractors and the amount of special agreements signed with other stakeholders;
- Review of the implementation strategy of the Plan Contract or City Contract.

ARTICLE 11.- (1) Negotiation shall help the Regional and Local Authorities, their Unions or Association to adopt together with the State the priority investment programme under the Plan Contract or City Contract and to specify the roles and responsibilities of the various parties, and the funding to be committed, as well.

(2) With specific regard to the City Contract and based on the programmes and projects selected, there shall be a validation workshop bringing together the State, the Regional and Local Authority and potential partners whereby the various stakeholders shall make institutional, financial and material commitments for the signing and implementation of the City Contract.

SECTION III

FINALISATION PHASE OF THE PLAN CONTRACT AND THE CITY CONTRACT

ARTICLE 12.- (1) The finalization phase shall make it possible to take all prior actions for the signing of the Plan Contract or City Contract, whether technical, legal or financial actions.

(2) The finalisation phase shall include the following components:

- Signing of special agreements between the Regional and Local Authority, the Regional and Local Authorities' Union or Association and other stakeholders or partners involved in the Plan Contract or City Contract;
- Endorsement of the investment programme adopted for the overall duration of the Plan Contract or City Contract and related overall budget;
- adoption of annual programme estimates and annual investment instalments;
- validation of commitments made by the State's co-contractors regarding:

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- leveraging of self-financing required for the implementation of the State's multi-year investment plan;
 - repayment of loans taken out to implement the Priority Investment Project (PIP), where appropriate;
 - review of the capacity building plan, if applicable. This plan may include the implementation of the organisational or staff redeployment plan of the relevant entity.
- the validation by relevant ministers of the document finalized under the Plan Contract;
 - the specification of financial and technical commitments made by each party with clear indication of ways and means to ensure compliance therewith;
 - the endorsement of the financial agreement negotiated by the State and the Regional and Local Authorities. The latter shall indicate the overall financial and technical commitments of the State and the frequency of disbursements for the State's co-contractor and explicit commitment to include the amount earmarked for the financing of Plan Contracts and City Contracts each year in the finance law;
 - the identification, where appropriate, of institutional support actions for the four groups of players:
 - central services;
 - territorially competent devolved State services;
 - services of the Region, the City Council, Council(s), or of Councils Union;
 - private service providers, notably local SMEs and SMIs, as regards training and capacity building.

ARTICLE 13.- The preliminary phase shall begin with the decision to enter or not into a Plan Contract or a City Contract with the applicant.

CHAPTER III

MANAGEMENT OF THE PLAN CONTRACT AND THE CITY CONTRACT AT NATIONAL LEVEL

ARTICLE 14.- The Ministries of Planning and Regional Development, Local Development and Urban Development shall ensure strategic steering, coordination and organization of preparation and implementation of Plan Contracts and City Contracts.

In this light, they shall:

- receive the application and all regulatory documents to be attached thereto;
- scrutinize the file together with all other relevant Ministries or entities;
- collect and centralize the opinions expected from Central Administrations stakeholders;
- prepare, organize and chair the Round Table bringing together the representatives of Ministries and Administrations involved;

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- disseminate the results of the proceedings of the Round Table;
- have the draft finalized Plan Contracts and City Contracts validated by each Administration or Ministry involved;
- coordinate the programming of various Plan Contracts and City Contracts;
- make sure related spendings are included in the State budget in compliance with the budget allocations of the Ministry involved;
- ensure monitoring of implementation and evaluation of Plan Contracts and City Contracts.

ARTICLE 15.- (1) The "Central Administrations and Partners Round Table" shall ensure the management of the Plan Contract at the national level.

(2) The "National Steering Committee" hereinafter referred to as the "Committee" shall ensure the management of the City Contract at national level.

(3) The Round Table and the Committee referred to under the paragraph above shall be the supervision, preparation and monitoring bodies for the implementation and evaluation of the Plan Contracts and City Contracts at national level.

As such, they shall be responsible notably for:

- reviewing the application files of City Councils, Councils, Councils' Unions or Associations and of any other related documents;
- selecting the Regions, City Councils, Councils, Councils' Unions or Association shortlisted for a Plan Contract or a City Contract for a given period;
- negotiating with the applicant Regions, City Councils, Councils, Councils' Unions or Associations;
- appraising further funding sought under decentralized cooperation or from FEICOM, development partners, international or private sector NGOs;
- recommending the amounts of multi-year State's funding for the implementation of Plan Contracts or City Contracts;
- monitoring the implementation of Plan Contracts or City Contracts through review of progress reports provided by the Regions, City Councils, Councils, Councils' Unions or Associations as well as assessment reports and all other relevant documents;
- amending, reviewing, suspending or terminating commitments made under Plan Contracts or City Contracts;
- reviewing and validating the programmes envisaged under the contract;
- validating the programmes to be funded by the State and Regional and Local Authorities;
- reviewing and validating possible agreements and other contracts between development partners and the State, on the one hand, and the projects' owners and other city players, on the other hand;
- monitoring and evaluating the implementation of all projects under the execution of

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the Plan Contract or City Contract.

SECTION I

ROUND-TABLE OF CENTRAL ADMINISTRATIONS AND PARTNERS

ARTICLE 16.- (1) The Round Table shall bring together the Ministers and officials concerned with the projects planned as part of the Plan Contracts. (2) It shall be composed as follows:

Chairperson: The Minister of Economy, Planning and Regional Development;

Vice-Chair: The Minister of Local Development;

Members:

- The Minister in charge of urban development or their representative;
- The Minister in charge of Territorial Administration or their representative;
- The Minister in charge of sustainable development or their representative;
- The Minister in charge of Finance or their representative;
- any other Minister with projects included in a City Contract;
- The General Manager of FEICOM;
- One (01) representative of each technical and financial partners concerned;
- the Permanent Secretary of the National Decentralisation Council;
- The Coordinator of the Technical Secretariat of Inter-ministerial Committee on Local Services;
- The Chairman of the Association of Regions of Cameroon (ARC);
- The Chairman of the United Councils and Cities of Cameroon (UCCC).

(2) The Chairperson of the Round Table may invite any person with expertise in the matters on the agenda to participate in the deliberations of the Round Table without voting rights.

ARTICLE 17.- The Central Administrations and Partners Round Table shall meet as need arises.

ARTICLE 18.- The operating costs of the Round Table shall be borne by the budget of the Ministry in charge of planning and regional development.

ARTICLE 19.- (1) the Minister in charge of Economy, Planning and Regional Development shall appoint a Plan Contract Focal Team in charge of the day-to-day management of Plan Contract and of the whole process.

(2) In addition, the Plan Contract Focal Team shall fulfil the following missions:

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- maintaining the secretariat of the Round-Table of Central Administrations and Partners;
- preparing meetings and following-up of the decisions of the Round-Table;
- transmitting the Round-Table's decisions to the partner bodies;
- managing and coordinating national Plan Contract activities on a daily basis;
- supporting local steering committees;
- analysing and following-up of recommendations, reports and other documents provided by the local Committees or Mayors;
- leveraging contract monitoring reports;
- following-up requests for financing emanating from the Local and Regional Authorities
- preparing financing decisions for the investments provided for as part of the Plan Contract;
- coordinating the monitoring and evaluation of the Plan Contract.

SECTION II **NATIONAL STEERING COMMITTEE**

ARTICLE 20.- (1) The Committee shall be composed of the Heads of Ministerial Departments and the heads of the structures concerned by the projects provided for in the City Contract. It shall be composed as follows:

Chairman: The Minister in charge of Urban Development;

Vice-Chair: The Minister in charge of Local Development;

Members:

- The Minister in charge of Economy, Planning and Regional Development or his representative;
- The Minister in charge of Territorial Administration or their representative;
- The Minister in charge of Public Works or his representative;
- The Minister in charge of Water Resources and Energy or their representative;
- The Minister in charge of Finance or their representative;
- Any other Minister with projects included in a City Contract;
- The General Manager of FEICOM;
- One (01) representative of each technical and financial partners concerned;
- the Permanent Secretary of the National Decentralisation Council;
- The Chairman of the Association of Regions of Cameroon (ARC);
- The Chairman of the United Councils and Cities of Cameroon (UCCC).

(2) The Chairman of the committee may invite any person with expertise

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in the matters on the agenda to participate in the work of the Committee without voting rights.

ARTICLE 21.- The committee shall meet once every six months. In case of necessity, the President may convene special sessions.

ARTICLE 22.- The operating costs of the Committee shall be borne by the budget of the Ministry in charge land use planning and development.

ARTICLE 23.- (1) The Minister in charge of Urban Development shall designate a City Contract Focal Team within his or her ministerial Department responsible for the day-to-day management of City Contracts and the animation of the entire process.

(2) The Focal Team of the City Contract shall also ensure the following missions:

- maintaining of the secretariat of the Committee;
- preparing meetings and following-up of the committee's decisions;
- transmitting committee decisions to the partner bodies;
- day-to-day management and coordination of City Contract activities at the national level;
- supporting local steering committees;
- analysing and following-up of recommendations, reports and other documents provided by the local Committees or Mayors;
- leveraging contract monitoring reports;
- following-up requests for financing emanating from the City Councils, Councils, Unions of Council or their grouping;
- preparing financing decisions for investments provided for as part of the City Contracts;
- coordinating the monitoring and evaluation of City Contracts.

TITLE III

PROVISIONS SPECIFIC TO THE STATE LOCAL AND REGIONAL AUTHORITIES PLAN CONTRACT

ARTICLE 24.- The following are eligible for the Plan Contract:

- Regions;
- Councils;
- Unions or group of council.

CHAPTER I

PROVISIONS COMMON TO THE PLAN CONTRACTS

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SECTION I
THE NATURE AND THE DURATION OF THE CONTRACT PLAN

ARTICLE 25.- The Plan Contract is established between the State and any Regional and Local Authorities on the initiative of any of the party for the achievement of common development objectives. It can also be signed on the initiative of the State or one of its branches.

ARTICLE 26.- (1) The Plan Contract shall be embodied in a document signed by State or its representative in Regional and Local Authorities, as the case may be on the one hand, and the Head of Executive of Regional and Local Authorities, the representative of the grouping of Regional and Local Authorities, or the Chairperson of the Union of Regional and Local Authorities, on the other hand.

(2) The Plan Contract may include specific agreements signed between the Regional and Local Authorities, their groupings, or their Unions and other actors or partners.

ARTICLE 27.- (1) The Plan Contract shall be established for a minimum of three (03) years and a maximum of five (05) years.

(2) in case of necessity, the period of the Plan Contract may be extended for a period not exceeding three years.

(3) A Plan Contract executed at term may be renewed by agreement of the parties for an equal or lesser term, under the same conditions originally negotiated.

(4) The extension or renewal of a Plan Contract provided for in the above paragraphs shall be subjected to renegotiation between the parties.

SECTION II
THE OBJECTIVES OF THE PLAN CONTRACT

ARTICLE 28.- (1) As an institutional support aligning local development actions with national public policies, the overall objective of the State/Local Authority Plan Contract is to provide the State's co-contractors with additional support the State in the implementation of actions selected in the community's development plan, in particular investment projects likely to create wealth and jobs at the local level, and to contribute to the attainment of national development objectives.

(2) It helps the State to contribute to the harmonious and balanced development of the national territory through complementary interventions, and thus to reduce territorial inequalities.

(3) The Plan Contract helps the beneficiary community to have additional resources to its traditional means in order to play its role in economic development to the fullest.

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ARTICLE 29.- The State/Regional and Local Authorities Plan Contract shall specifically aim at:

- improving the contribution of Regional and Local Authorities to the implementation, monitoring and evaluation at regional and local level of the objectives set by the National Development Strategy;
- promoting the harmonious development of Regional and local Authorities by helping the various stakeholders to accomplish their missions in a concerted and integrated way;
- putting in synergy or harmonising the interventions of the State from which a Regional and local Authority, its grouping or union may benefit, with national or regional development projects, the actions of decentralized cooperation, and the actions of the private sector, civil society organisations, the population and development partners with a view to the realization of major or productive investments at local level;
- promoting the strengthening of institutional and organizational capacity building of Regional and Local Authorities, support bodies, as well as administrations in charge of supervising Regional and Local Authorities;
- promoting the development of the project management of Regional and Local Authorities and its performance by the Head of the Executive;
- defining a binding collaboration framework between the State and its co-contractors in the pursuit of development objectives;
- providing a framework for the implementation of priority major or productive investments at local level;
- ensuring greater effectiveness of the State's policy in terms of programming of regional development actions
- ensuring compliance with national guidelines for sustainable Land Planning and Development as set out in the national land use planning and development scheme.

SECTION III **SCOPE OF THE PLAN CONTRACT**

ARTICLE 30.- (1) The Plan Implementation Agreement between the State and a RLA falls under the performance of recognized competences of the local authorities concerned in accordance with legal provisions. They primarily concern wealth creating investments, growth and jobs generating activities.

(2) However, the State can expressly and by way of derogation, as part of the execution of a Plan Contract, authorise a Regional and Local Authority to exercise a jurisdiction not yet transferred. As such, the Plan Contract must explicitly define specifications allowing the completion of the operation not under a transferred competence.

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(3) Only Plan Contracts with RLA Groupings or Unions may benefit from the derogation mentioned in the above paragraph.

ARTICLE 31.- (1) Eligible projects for enrolment in the multi-annual investment programme of the Plan Contract shall contribute to the development objectives set by the development plan of the local authority concerned.

(2) Development objectives of the Regional and Local Authority must be in accordance with the State economic and financial objectives defined in the Country Strategy Paper in force.

(3) The provisions of paragraph 1 of this article shall be not enforceable to operations stated in paragraph 2 of the above article. However, objectives of the operations selected by way of derogation must not be incompatible with either the development objectives of the local authority or national development objectives.

ARTICLE 32.- (1) Eligible projects for the multi-annual investment programme of the Plan Contract must non exhaustively be based on the following categories:

- infrastructures;
- social, collective, technical or commercial equipment;
- facilities;
- environmental projects;
- tourist projects;
- power supply, electrification, and drinking water supply;
- production projects, in high-yield fields.

(2) Urban development and management projects shall be subject to special formulation under the Plan Contract.

(3) Commercial equipment, production projects and eligible tourist projects to a Plan Contract shall prioritise the financial balance of envisaged operations and prove their positive impact on the Regional and Local Authority's budget and on job creation possibilities.

(4) Are also eligible for funding, as part of the Plan Contracts, institutional and organisational capacity-building programmes of the Regional and Local Authority.

SECTION IV **PLAN CONTRACT INITIATIVE**

ARTICLE 33.- (1) The initiative of the Contract plan concurrently belongs to the State, Regional and Local Authorities and to their Groupings and trade Unions.

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(2) The Plan Contract can be initiated locally by all Regional and Local Authorities, as well as all their Groupings and Unions, provided that they request for it and comply with the procedural requirements specified by this decree.

(3) The Plan Contract may be initiated at central level by any Head of ministerial Department whose Ministry commits to grant financial supports as part of the implementation of investments on the territory of the Regional and Local Authority or for their groupings or unions.

(4) The Plan Contract can also be initiated by public authorities: (i) when the geographical or strategic location of a Regional and Local Authority objectively justifies it; (ii) or under special programmes such as those relating to the development of border areas or disaster areas.

(5) At regional and local level, the Plan Contract shall be initiated by the Executive of the Regional and Local Authority or the representative of their groupings or the Chairperson of the trade union based on a deliberation of the deliberative body or each of the deliberative bodies in the case of the grouping or trade union, approved by the qualified representative(s).

SECTION V

PROCEDURE FOR PREPARING, IMPLEMENTING AND MONITORING AND EVALUATING THE PLAN CONTRACT

ARTICLE 34.- (1) The procedure for preparing the Plan Contract is launched either by the State, which formally refers the Regional and Local Authority concerned or one of the Groupings and/or trade unions of the Regional and Local Authorities, or by the Regional and Local Authority, which refers through its Head of the Executive, to the State through the Minister in charge of planning and regional Development.

(2) The Minister in charge of Planning and Regional Development shall refer the matter to the qualified Head of the ministerial department for the matter or matters raised in the request.

(3) In either case, the procedure can only be effectively launched when the deliberative body of the Regional and Local Authority has authorised the Executive to initiate the said procedure.

PARAGRAPH I

THE PRELIMINARY PHASE

ARTICLE 35.- (1) In the event that a Regional and Local Authority, an RLA grouping or a RLA Union is applying for a Plan Contract, the preliminary phase is launched by a request addressed to the Minister in charge of Regional Development, either by the Chief of the Executive, or by the Chairperson of the Trade Union or by the representative of the Grouping

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of Regional and Local Authorities through the representative of the State to this category of Regional and Local Authorities.

(2) This request must be accompanied by a file including:

- a deliberation authorising the Head of the Executive of the Regional and Local Authority to negotiate and sign a Plan Contract with the State. In the case of a Grouping of RLAs, the deliberations of all the Regional and Local Authorities involved will be required;
- a valid development plan of the Regional and Local Authority, or any other document in lieu thereof;
- a multi-annual investment programme;
- the list of projects proposed for financing under the Plan Contract, with an indication of the applicant's contribution and those expected from the State or other partners;
- the approved administrative accounts of the last three years for the Regional and Local Authority, and any other document establishing the financial situation for the Groupings and Unions of Regional and Local Authorities;
- the transmission letter from the competent State representative.

(3) In case the State is the applicant, the State shall send an application to the Executive Head of the Regional and Local Authority, the Regional and Local Authority Union's Chairperson or the Representative of the Association through the territorially competent State representative, while specifying the project(s) for which a contract is requested. The file to be compiled by the Head(s) of the Executive of the Regional and Local Authority, or of an RLA Union is the same as that proposed in paragraph 1 above.

ARTICLE 36.- The preliminary phase shall begin with the decision to enter or not into a Plan Contract with the applicant.

PARAGRAPH II **PREPARATION AND NEGOTIATION PHASE**

ARTICLE 37.- (1) The preparation phase shall consist in the analysis and use of required documents, appraisal of projects and negotiation of the terms of reference for the Plan Contract. It also makes it possible to identify the main financing needs, the possible gaps in the capacities and organisation of the Regional and Local Authority, the RLA Union, as well as the projects to be financed, after examination of the related feasibility studies.

(2) The preparatory phase shall include:

- the exploitation of the Development Plan at local level and the Priority Investment Programme;
- Analysis of existing institutional or organisational diagnosis or conduct of additional diagnosis, if need be;

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- Review of feasibility studies and completion thereof, when need arises;
- Identification and quantification of financing needs under the Plan Contract duration and by annual instalments;
- Identification of other stakeholders or partners entering into contract with the Regional and Local Authority, or RLAs' Unions or Association and of the contribution of each of them;
- identification of the contribution of the State, the Regional and Local Authority, the Regional and Local Authorities' Unions or Association. The State's contribution shall include interventions by development partners, contribution by State's co-contractors and the amount of special agreements signed with other stakeholders;
- Review of the implementation strategy of the Plan Contract.

(3) The negotiation shall help the representative of the Regional and Local Authority or the RLA Union, to decide with the State, the final list of projects to be financed as part of the Plan Contract and to specify the roles and responsibilities of the different parties, as well as the financing to be committed.

PARAGRAPH II

FINALISATION PHASE OF THE PLAN CONTRACT

ARTICLE 38.- (1) The finalization phase shall make it possible to take all prior actions for the signing of the Plan Contract, whether technical, legal or financial actions.

(2) The finalisation phase shall include the following components:

- signing of special agreements between the Regional and Local Authority, the Regional and Local Authorities' Union and other stakeholders or partners involved in the Plan Contract;
- the adoption of the three-year or five-year investment programme selected for the whole duration of the Plan Contract and the related global budget;
- adoption of annual programme estimates and annual investment instalments;
- validation of commitments made by the State's co-contractors regarding:
 - leveraging of self-financing required for the implementation of the State's multi-year investment plan;
 - repayment of loans taken out to implement the Priority Investment Project (PIP), where appropriate;
- the validation by relevant ministers of the document finalized under the Plan Contract;
- the specification of financial and technical commitments made by each party with clear indication of ways and means to ensure compliance therewith;
- the endorsement of the financing agreement negotiated by the State and the Regional and Local Authority, the RLA Union;
- the identification, where appropriate, of institutional support measures for the four groups of players:

- central services;
- territorially competent devolved State services;
- the services of the Regional and Local Authority or the RLA union;
- private service providers, notably local SMEs and SMIs, as regards training and capacity building.

ARTICLE 39.- (1) The formalisation of the commitments between the State, the Regional and Local Authority, the RLA Union or Grouping shall be materialised by the signature of the Plan Contract.

(2) The Plan Contract shall be signed:

- On behalf of the State, by the qualified representative of the State;
- On behalf of the Regional and Local Authority, by the Executive Head;
- On behalf of the RLA Grouping, by the Representative or all the Executive Heads concerned;
- On the behalf of the RLA Union, by the chairperson of the Union.

SECTION VII **IMPLEMENTATION AND FOLLOW UP AND EVALUATION**

ARTICLE 40.- (1) Implementation, monitoring, control and evaluation phases are jointly facilitated by all the stakeholders to Plan Contract.

(2) At the level of Regional and Local Authorities, RLA Groupings or RLA Union, internal monitoring shall be done by statutory bodies, and external monitoring shall be done by the Local Monitoring Committee or by any other collaboration platform established locally.

(3) At central level, monitoring is jointly performed by the ministries in charge of Planning and Regional development, and Local Development, the services of ministries bearers of operations and "the Round Table of Central administration and Partner".

(4) External evaluation shall be carried out at mid-term of the Plan Contract implementation and at the end of the execution period of such contract.

CHAPTER V **PLAN CONTRACT MANAGEMENT FRAMEWORK AT LOCAL LEVEL**

ARTICLE 41.- The management of the Plan Contract shall be implemented according to the provisions of this decree.

ARTICLE 42.- (1) In each Regional and Local Authority, RLA Union or Grouping involved in the preparation of a Plan Contract, a Local Monitoring Committee shall be set up whose

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composition shall be established, as the cases may be, by a decision of the Head of the RLA Executive, the Chairperson of their Unions or the representative of their Groupings.

(2) The Local Monitoring Committee shall be made up of local elected officials, officials of municipal services, elites and representatives of the civil society. It shall be extended to the Heads of external services whose responsibilities deal with the matters included in the Plan Contract.

(3) the competent representative of the State or their representative shall rightfully attend the deliberations of the Local Monitoring Committee.

(4) The Local Monitoring Committee shall be the deliberating body of the Plan Contract at the level of Regional and Local Authority, RLA Union or Grouping.

(5) The local monitoring committee shall be chaired by the Chief Executive of the Regional and Local Authority, by the Union's Chairperson or the representative of the RLA Grouping.

(6) The technical secretariat shall be coordinated by the General Secretariat of Regional and Local Authority, or by a representative duly appointed by the Union's Chairperson or the representative of RLA Grouping.

ARTICLE 43.- The Local Monitoring Committee shall be responsible for the monitoring and the follow up of the preparation and the implementation of the Plan Contract.

As such, it shall:

- coordinate the various preparatory, negotiation, study and work meetings;
- determine annual development and funding programmes;
- approve monthly or quarterly progress reports produced by the Technical Secretariat at local level;
- prepare financing decisions for the investments provided for as part of the Plan Contract;
- make all useful recommendations for improving the implementation of the Plan Contract;
- adopt the rules of procedures to be implemented by the Head of the Executive of the Regional and Local Authority.

ARTICLE 44.- (1) The Local Monitoring Committee shall meet once a quarter in ordinary session on the initiative of its Chairperson or in an extraordinary session at the request of two-third of its members.

(2) The Local Monitoring Committee shall take its decisions by consensus, or failing this by a two-thirds majority of the duly represented members present. However,

procedural decisions, including whether a matter is procedural or not, shall be taken by simple majority.

(3) The operating costs of the Local Monitoring Committee shall be borne by the Regional and Local Authority, the RLA Union or Grouping.

ARTICLE 45.- (1) the Local Technical Secretariat shall assist the Steering Committee in setting up, implementing, monitoring and evaluating the Plan Contract at local level.

As such, it shall:

- support, inter alia, the definition and the implementation of projects under the Priority Investment Programme, the capacity building programme and annual programme estimates;
- establish a permanent link with the technical services of the Ministries concerned by the various projects;
- provide support for the management and monitoring of contracting companies and supervise their activities locally during the implementation phase of the Plan Contract;
- provide a potential technical support during tender process;
- provide any useful input or expertise in addressing technical issues that may arise during project implementation;
- be represented as a technical partner at advancement meetings, site visits and special meetings whenever interest requires;
- gather views and comments from the Municipal Council(s), the Community Council, the Union Council and service providers;
- develop periodic reports on a monthly basis where possible to highlight milestones achieved, next steps, issues and make appropriate recommendations.

(2) The staff of the Local Technical Secretariat shall be established as appropriate by decision of the representative of the Executive or the Chairperson of the Union or the representative of the Regional and Local Authority involved.

ARTICLE 46.- (1) The Local Technical Secretariat shall meet once a month in ordinary session according to a schedule to take stock of the progress of the Plan Contract.

(2) At the request of its Chairman or of the Local Steering Committee, it may meet in extraordinary session. Its work shall be carried out on the basis of field data collected throughout the execution of the Plan Contract.

(3) For any meeting of the Local Technical Secretariat, the quorum shall be met when at least half of the members are present or represented.

(4) The Local Technical Secretariat shall prepare and submit its work plan and annual budget to the Local Monitoring Committee. The latter shall be made enforceable

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by order of the representative of the Executive or the Chairperson of the Union of the Regional and Local Authority concerned.

(5) The operating costs of the Local Technical Committee shall be borne by the Regional and Local Authority, the RLA Union or grouping involved.

CHAPTER VI **SPECIFIC PROVISIONS OF THE STATE-REGION PLAN CONTRACT**

SECTION I **THE REGIONAL STEERING COMMITTEE**

ARTICLE 47.-The Regional Steering Committee shall aim at evaluating the implementation of the contract and giving the necessary guidance for its implementation. It may, where appropriate, take measures necessary to facilitate its implementation in compliance with the implementing agreements.

As such, its mission shall be to:

- review and pre-validate the programmes provided for under the State-Region Plan Contract;
- review and validate any agreements and other contracts between development partners with an opinion from the Chief of the Executive;
- monitor and evaluate the execution of all contracts and agreements signed as part of the Plan Contract implementation;
- the organisation of visits to work sites in order to ensure proper execution;
- the coordination of monitoring and evaluation meetings of projects under the contract.

ARTICLE 48.- (1) The Regional Steering Committee shall be composed as follows:

Chairman: The State representative territorially competent;

Vice-chairperson: The Chairperson of the Regional Council or the Chairperson of the Regional Executive Council concerned.

Members:

- one (01) representative of the House of Chiefs, if needed be;
- one (01) representative of the House of Representatives, if needed be;
- 1 (one) representative of the Regional Council, if need be;
- The Mayor(s) of the Councils concerned by the operations planned in the PIP of the Plan Contract;
- one (01) Member of Parliament;
- the Regional Delegate of the Ministry of Local Development;
- the Regional Delegate of the Ministry of Economy, Planning and Regional Development;
- the Regional Delegate of the Ministry of State Property, Surveys and Land Tenure;

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- the Regional Delegate of the Ministry of Public Works;
- the Receiver of the Regional Council;
- one (01) representative of the population of the intervention zone concerned by the operations provided for in the Plan Contract.

(2) the Chairperson may invite anybody to attend meetings of the committee depending on the competence of the person in relation to the issues to be examined.

(3) The Regional Steering Committee shall meet once every six months to follow up the execution of the City Contract and provide necessary guidance; It may, if need be, take any necessary measures for its appropriate implementation.

ARTICLE 49.- (1) In order to carry out its mission, the Regional Steering Committee shall have a secretariat run by an operational team provided for in the Plan Contract.

(2) The composition of the operational team shall be established by a decision of the Chairperson of the Regional Council or the Chairperson of the Regional Executive Council concerned, approved by the representative of the State.

ARTICLE 50.- The operational team shall be responsible for:

- preparing the annual programming of the Plan Contract;
- setting up, monitoring and actively participating in the coordination of actions under the Plan Contract;
- participating in the preparation, the setting up, the monitoring and the evaluation of actions as part specific Contracts;
- presenting all files likely to receive specific funding through the Plan Contract;
- coordinating and ensuring consistency of actions under the Plan Contract;
- maintaining the relationship and coordination with regional planning tools;
- dynamic networking of all Plan Contracts partners;
- setting up the evaluation system of the Plan Contract.

CHAPTER VII **SPECIFIC PROVISIONS OF STATE-COUNCILS CONTRACT**

SECTION I **COMMUNAL STEERING COMMITTEE**

ARTICLE 51.- (1) The Communal Steering Committee shall be aimed at evaluating the execution of the Plan Contract and giving necessary guidance for its implementation.

To this end, it shall:

- review and pre-endorse programmes at the local level as provided for in the State-

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Council Plan Contract;

- review and endorse potential agreements and other contracts between development partners with an opinion of the Head of the Municipal Executive;
- monitor and evaluate the execution of all contracts and agreements signed as part of the implementation of the Plan Contract;
- organise visits on work sites so as to ensure appropriate execution;
- coordinate monitoring and evaluation meeting for projects registered in the Plan Contract.

(2) The Municipal Steering Committee referred to in paragraph 1 above can take all necessary measures to facilitate the execution of the Plan Contract in accordance with implementing agreements.

ARTICLE 52.- (1) The Municipal Steering Committee shall be composed as follows:

Chairperson: The State representative territorially competent;

Vice-chair: The Head of the Municipal Executive, the union chairperson or the representative of the RLA Grouping concerned, as the case may be.

Members:

- the Mayors of concerned councils in the case of Councils Unions or groupings;
- one (01) Member of Parliament;
- 1 (one) representative of the House of Chiefs, if need be;
- 1 (one) representative of the House of Commons, if need be;
- 1 (one) representative of the Regional Council, if need be;
- the Divisional Delegate of the Ministry of Local Development;
- the Divisional Delegate of the Ministry of Economy, Planning and Regional Development;
- the Divisional Delegate of the Ministry of State Property, Surveys and Land Tenure;
- The Divisional Delegates of the sectoral Administrations concerned by the projects included in the Plan Contract;
- The Municipal Tax Collector of the Council and or the steward in the case of councils union or groupings;
- one (01) representative of the population of the intervention zone concerned by the operations provided for in the implementing agreement.

(2) The chairperson of the Municipal Steering Committee may invite anybody to attend committee meetings for their competence on the issues to be examined.

(3) The Municipal Steering Committee shall meet at anytime necessary and at least once every six months to follow up the execution of the Plan Contract and provide necessary guidance.

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ARTICLE 53.-(1) In order to carry out its missions, the Municipal Steering Committee shall have a secretariat run by an operational team provided for in the Plan Contract.

(2) The composition of the operational team shall be established by a decision of the Chairperson of the Regional Council or the Chairperson of the Regional Executive Council concerned, approved by the representative of the State.

ARTICLE 54.- The operational team shall be responsible for:

- preparing the annual programming of the Plan Contract;
- setting up, monitoring and actively participating in the coordination of actions under the Plan Contract;
- participating in the preparation, the setting up, the monitoring and the evaluation of actions as part specific contracts;
- presenting all files likely to receive specific funding through the Plan Contract;
- coordinating and ensuring consistency of actions under the Plan Contract;
- maintaining the relationship and coordination with regional planning tools;
- dynamic networking of all Plan Contracts partners;
- setting up the evaluation system of the Plan Contract.

TITLE IV
SPECIFIC PROVISIONS OF THE STATE/COUNCIL
CITY CONTRACT

CHAPTER I
NATURE, DURATION, OBJECTIVES AND ELIGIBILITY RULES OF THE CITY
CONTRACT

SECTION I
NATURE AND DURATION OF THE CITY CONTRACT

ARTICLE 55.- (1) The City Contract is a document initiated by the Minister in charge of Housing and Urban Development on the one hand, or by any other Minister, council Mayor, Chairperson of council union or City Council Mayor, on the other hand.

(2) The City Contract shall be signed for a period of six (6) years renewable.

SECTION II
OBJECTIVES OF THE CITY CONTRACT

ARTICLE 56.- The specific objectives of the City Contract shall be as follows:

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- to contract urban management with local stakeholders (no matter their resource levels) and increase their involvement in the execution and the monitoring of commitments taken respectively;
- to jointly programme the achievement of works and the upgrading of major infrastructures of the city, as well as priority actions helping to improve the living conditions of populations and to increase urban resilience;
- to strengthen infrastructure maintenance programming and financing mechanism.
- to promote the creation local jobs through the use of labor-intensive approaches so as to ensure income distribution and to support growth;
- to optimize expected results in the execution phases of programmes and projects shortlisted consensually for the sustainability of works in a decentralized institutional environment;
- to support and comfort councils in the performance of the competences transferred to them;
- to build the capacities of municipal staff and other local stakeholders in carrying out local project management;
- to foster the involvement of all local stakeholders and beneficiary populations in improving the service level and the sustainability of investments.

With specific regard to the City Contract and based on the programmes and projects selected, there shall be a validation workshop bringing together the State, the Regional and Local Authority and potential partners whereby the various stakeholders shall make institutional, financial and material commitments for the signing and implementation of the City Contract.


SECTION III **ELIGIBILITY RULES TO THE CITY CONTRACT**

ARTICLE 57.- (1) Shall be eligible to a City Contract with the State, Councils, City Councils and Council Groupings.

(2) Any Council, City Council or Council Grouping willing to sign a Plan Contract with the State should get the following urban planning documents:

- Urban Master Plan;
- Land Use Map;
- Sector plan;
- Urban Sketch Plan

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CHAPTER II
DRAFTING PROCEDURE OF THE CITY CONTRACT

ARTICLE 58.- (1) The procedure for preparing the City Contract shall consist of 3 (three) phases:

- the preliminary phase;
- the preparation and negotiation phase;
- the pre-selection phase.

(2) The Minister in charge of Urban Development shall draft, in collaboration with the Minister in charge of Planning and Regional Development, a City Contract Drafting Guide.

SECTION I
THE PRELIMINARY PHASE

ARTICLE 59.- (1) The City Contract initiative belongs to both the State and the interested Regional and Local Authority.

(2) In case the State is the applicant, the Minister of Urban Development shall send the application to the Executive Head of the Regional and Local Authority concerned, to the RLA Union Chairperson or to the Representative of the Association through the territorially competent State representative, while specifying the project(s) for which she wishes to enter into a contract.

(3) In case the Regional and Local Authority, the Regional and Local Authorities' Union or Association is the applicant, the preliminary phase shall start with an application addressed to the Minister of urban Development, either by the Executive Head of the Regional and Local Authority, the Union's Chairperson or the representative of the Association through the territorially competent State representative.

ARTICLE 60.- The preliminary phase shall begin with the decision to enter or not into a City Contract with the applicant.

SECTION II
PREPARATION AND NEGOTIATION PHASE

ARTICLE 61.- (1) The preparation phase shall consist in the analysis and use of required documents, appraisal of projects and negotiation of the terms of reference of the City Contract. It shall also help to identify the main financial and capacity building needs of the Regional and Local Authorities, their Unions and Associations and the projects to be funded as well.

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(2) The preparatory phase shall include:

- Scrutiny of Urban Planning Documents, the Municipal Development Plans, Regional Development Plan and any other multi-year planning or programming document;
- Analysis of existing institutional or organisational diagnosis or conduct of additional diagnosis, if need be;
- review of the capacity building plan, if applicable;
- review of feasibility studies and completion thereof, when need arises;
- identification and quantification of financing needs under the Plan Contract or City Contract duration and by annual instalments;
- identification of other stakeholders or partners entering into contract with the concerned RLA, RLAs' Unions or Association and of the contribution of each of them;
- identification of the contribution of the State, the Regional and Local Authority, the RLAs' Union or Association. The State's contribution shall include interventions by development partners, contribution by the State's co-contractors and the amount of special agreements signed with other stakeholders;
- review of the implementation strategy of the City Contract.

ARTICLE 62.- (1) Negotiation shall help the concerned RLA, their Unions or Grouping, to adopt together with the State the priority investment programme under the City Contract and to specify the roles and responsibilities of the various parties, and the funding to be committed, as well.

(2) With specific regard to the City Contract and based on the programmes and projects selected, there shall be a validation workshop bringing together the State, the Regional and Local Authority and potential partners whereby the various stakeholders shall make institutional, financial and material commitments for the signing and implementation of the City Contract.

SECTION III **FINALISATION PHASE OF THE CITY CONTRACT**

ARTICLE 63.- (1) The finalization phase shall make it possible to take all prior actions for the signing of the City Contract, whether technical, legal or financial actions.

(2) The finalisation phase shall include the following components:

- signing of special agreements between the Regional and Local Authority concerned, the RLA Union and other stakeholders or partners involved in the City Contract;

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- endorsement of the investment programme adopted for the overall duration of the City Contract and related overall budget;
- adoption of annual programme estimates and annual investment instalments;
- validation of commitments made by the State's co-contractors regarding:
 - leveraging of self-financing required for the implementation of the State's multi-year investment plan;
 - repayment of loans taken out to implement the Priority Investment Project (PIP), where appropriate;
 - review of the capacity building plan, if applicable. This plan may include the implementation of the organisational or staff redeployment plan of the relevant entity.
- the validation by relevant ministers of the documents finalised under the City Contract;
- the specification of financial and technical commitments made by each party with clear indication of ways and means to ensure compliance therewith;
- the endorsement of the financial agreement negotiated by the State and the concerned Regional and Local Authorities, their Unions or Groupings;
- the identification, where appropriate, of institutional support actions for the four groups of players:
 - central services;
 - territorially competent devolved State services;
 - services of the City Council, Council(s), or Councils Union or Grouping;
 - private service providers, notably local SMEs and SMIs, as regards training and capacity building.

ARTICLE 64.- The finalisation phase shall begin with the decision to enter or not into a City Contract with the applicant.

CHAPTER III **IMPLEMENTATION AND MONITORING FRAMEWORK OF THE CITY CONTRACT**

SECTION I **CITY CONTRACT IMPLEMENTATION FRAMEWORK**

ARTICLE 65.- (1) The City Contract shall be implemented, if necessary, through implementation agreements which take into account the requirements of development partners.

(2) Project ownership is based on the implementation agreements provided for in the City Contract.

(3) The State shall be the project owner for the projects it finances. However, it may decide to delegate this competence to the Local Authority concerned.

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ARTICLE 66.- (1) The parties involved in the execution of the City Contract shall ensure the financing of their respective commitments detailed in their implementation agreements.

(2) The State shall assist the concerned Local Authority, through its external services, in the identification and drafting of new programmes.

SECTION II **MONITORING OF THE IMPLEMENTATION OF THE CITY CONTRACT AT** **MUNICIPAL LEVEL**

ARTICLE 67.- The monitoring and evaluation mechanism of the City Contract shall concern:

- the setting up of a communal consultation body responsible for monitoring the execution of the commitments made by the parties in the City Contract, the monthly production of reports on the execution of the City Contract, the production of six-monthly evaluation reports on the implementation of the City Contract and the identification and formulation of new programmes and projects;
- the creation and implementation of communication channels ensuring wide public access and good information flow;
- verification of the performance criteria from the established summary audits;
- City Contract monitoring.

ARTICLE 68.- The monitoring of the City Contract at local level shall be ensured by a Municipal Monitoring Committee and an Operational Team provided for in the said contract.

ARTICLE 69.- (1) The Municipal Monitoring Committee shall be aimed at evaluating the execution of the City Contract and giving necessary guidance for its implementation.

To this end, it shall be responsible:

- monitoring and evaluating the execution of all contracts and agreements signed as part of the City Contract implementation;
- organising visits to work sites in order to ensure proper execution;
- coordinating meetings for project implementation monitoring.

(2) The Municipal Steering Committee can take all necessary measures to facilitate the execution of the City Contract in accordance with implementing agreements.

ARTICLE 70.- (1) The Municipal Steering Committee shall be composed as follows:

Chairperson: The territorially competent SDO;

Vice-chair: The Mayor of the RLA concerned by the City Contract;

Members:

- the Mayor(s) of the Councils concerned by the operations planned in the implementing agreement;
- a representative of the Region Executive;

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- the Divisional Delegate of the Ministry of Housing and Urban Development;
- the Divisional Delegate of the Ministry of Local Development;
- the Divisional Delegate of the Ministry of Economy, Planning and Regional Development;
- the Divisional Delegate of the Ministry of State Property, Surveys and Land Tenure;
- the Divisional Delegate of the Ministry of Public Works;
- the Municipal Tax Collector of the Council concerned by the operations planned in the implementation agreement;
- one (01) representative of the population of the intervention zone concerned by the operations provided for in the implementation agreement.

(2) Whenever need arises, the Chairperson may invite anybody to attend meetings depending on the competence of the person in relation to the the issue to be examined.

(3) The Local Monitoring Committee meets once in a semester to follow up the execution of the City Contract and provide the necessary guidance. It may, if need be, take any necessary measures for the appropriate implementation of the City Contract.

ARTICLE 71.- In order to carry out its mission, the Council Monitoring Committee shall have a secretariat run by an operational team provided for in the City Contract.

ARTICLE 72.- (1) The operational team shall be responsible for:

- preparing the annual programming of the City Contract;
- setting up, monitoring and actively participating in the coordination of actions under the City Contract;
- participating in the preparation, the setting up, the monitoring and the evaluation of actions as part specific Contracts;
- organising and leading thematic meetings to be set up and particularly dealing with housing, employment and labour-intensive measures, measures for young people, education, prevention, security, integration through economic activities, urban planning, fighting exclusion;
- presenting all files likely to receive specific funding;
- coordinating and ensuring consistency of actions under the City Contract;
- maintaining the relationship and coordination with Plan Contracts;
- dynamic networking of all City Contracts partners;
- setting up the evaluation system.

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(2) The composition of the operational team shall be established by an act of the Mayor of the City concerned.

TITLE V

FINANCING OF THE PLAN CONTRACT AND THE CITY CONTRACT

ARTICLE 73.- The Plan Contractor the City Contract shall concern the financing and the implementation of a multi annual investment programme. It shall be accompanied by a work programme split into annual installments which lists the tasks to be carried out each year by the Regional and Local Authority.

ARTICLE 74.- (1) The projects registered in the Plan Contract or the City Contract shall be co-financed by all the stakeholders.

(2) The Regional and Local Authority shall include the amount of its contribution to the financing of the Plan Contract or the City Contract in its budget every year, in accordance with the commitments taken.

(3) The finance Law shall determine annually for each RLA the amount of State's resources intended to finance Plan Contracts or City Contracts, in accordance with the commitments taken.

ARTICLE 75.- The commitments taken by the State as part of the Plan Contract or the City Contract, shall entail the compulsory and priority inclusion of corresponding financial resources in the State budget for the duration of the Plan Contract or the City Contract, except in the event it is modified or terminated.

ARTICLE 76.- The commitments made by the State's co-contractors shall be included in their budget for the entire duration of the implementation of the Plan Contract or the City Contract. They shall be priority and compulsory expenditures.

ARTICLE 77.- (1) The commitment taken by other stakeholders or partners shall be obligations towards them.

(2) Under penalty of legal proceedings, they may not withdraw or retract after the signature of the Plan Contract or the City Contract, except in case of duly noted force majeure.

ARTICLE 78.- The Plan Contract or the City Contract shall be financed by:

- tax revenues;
- grants and subsidies;
- FEICOM fundings;
- resources from decentralised cooperation;
- funding from technical and financial partners;
- any other revenue provided for by the legislation in force.

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ARTICLE 79.- (1) Funds allocated under the Plan Contract or the City Contract shall be public funds. They shall be managed according to public accounting rules.

(2) However, funds from Cooperation shall be managed according to the specific rules provided for by the Financing Agreements of development partners.

(3) The funds referred to at the above paragraph 1 shall be used exclusively for the financing of related projects.

ARTICLE 80.- (1) The executive of the concerned Regional and Local Authority or any person mandated for this purpose as part of the project shall be responsible for the management of work.

(2) The project owner, excluding the representative referred to in paragraph 1 above, may delegate part of their competences or be assisted in this task by a technical partner.

ARTICLE 81.- (1) The Executive of the concerned RLA shall be required to provide each year:

- an activity report on the implementation of the annual programme;
- a financial report containing an exhaustive account of the use of the funds and resources allocated for the implementation of the Plan Contract or the City Contract.

(2) It shall also provide the following documents:

- half-yearly reports, within the month of the period under review;
- an internal mid-term project evaluation report, within the month following the end of the corresponding budgetary year;
- a report of the end of the Plan Contract or the City Contract including in particular the implementation and financial reports with recommendations.

TITLE VI **REVISION, SUSPENSION AND TERMINATION OF THE PLAN CONTRACT** **AND CITY CONTRACT**

ARTICLE 82.- (1) The Plan Contract or the City Contract may be modified, suspended or revised during its implementation, at the request of one the contracting parties. The proposal to modify or review it must be justified.

(2) Any modification or review shall be done according to the procedures followed during the preparation of the Plan Contract or City Contract, in accordance with the provision of this decree. An amendment shall be duly established to that effect.

ARTICLE 83.- (1) The Plan Contract or the City Contract shall be executed in good faith by all the parties.

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(2) In the event of total or partial non-performance by any of the parties of their obligations under the Plan Contract or the City Contract, the other party may order them to fulfill their commitments by registered letter with acknowledgment of receipt.

ARTICLE 84.- (1) In case of serious irregularities observed in the execution of the Plan Contract or the City Contract, or in case of non-compliance with its commitments by one of the parties, the other contracting party may request termination.

(2) The aggrieved party shall submit to the Chairperson of the Round Table of Central Administrations and Partners or the Chairperson of the National Steering Committee, as the case may be, a request for termination together with supporting documents.

ARTICLE 85.- (1) Request for termination by the State may be made on the initiative of any public administration signatory to the Plan Contract or the City Contract on behalf of the State.

(2) Request for termination by the Region, the Council or the City Council must be done through a resolution of the Regional Council, the Municipal Council or the Community Council.

(3) Termination on the initiative of a Council Union must be requested through a resolution of the Union Council.

(4) Termination on the initiative of a Council Grouping must be requested after the respective deliberations of the Councils parties to the Plan Contract or the City Contract.

ARTICLE 86.- (1) The Round Tables of Central Administrations and Partners or the National Steering Committee shall receive requests for the termination of a Plan Contract or a City Contract.

(2) Termination shall be decided by two-third of the members of the Round Table of Central Administrations and Partners or the National Steering Committee, as the case may be.

TITLE VII **MISCELLANEOUS, TRANSITIONAL AND FINAL PROVISIONS**

ARTICLE 87.- (1) Plan Contracts or City Contracts may be concluded between a Region and one or more Councils.

(2) The contracts referred to in paragraph 1 above are the subject matter of specific agreements between the Region and/or the Councils.

ARTICLE 88.- (1) Disputes arising in relation to the implementation of the Plan Contract or the City Contract and which may not have been resolved amicably between the parties to the contract shall be referred to the arbitration of a joint ad hoc committee set up by the

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Minister in charge of Planning and Regional Development or the Minister in charge Urban Development, as the case may be, and comprising the apex Councils and Regional organisations.

(2) In case a consensual solution is not found before the body referred to in paragraph 1 above, the parties to the disputes may refer the matter to the competent courts in accordance with the laws and regulations in force.

ARTICLE 89.- Socio-economic, urban, institutional, financial, organisational and technical audits may be carried out during the life cycle of the Plan Contract or the City Contract.

ARTICLE 90.- Plan Contracts and City Contracts signed in the past shall continue to be governed by the clauses established for them.

ARTICLE 91.- All previous provisions contrary to the present decree, namely decree N0. 2012/0709/PM of 20 March 2012 establishing the general regime of State/Council plan contracts.

ARTICLE 92.- The present decree, which abrogates all previous opposing provisions, shall be registered, published according to the emergency procedure, and inserted in the Official Gazette in English and French./-

Done in Yaounde, on 30 DEC 2022

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**THE PRIME MINISTER,
HEAD OF GOVERNMENT,**

Joseph DION NGUTE

