



**SOCIAL DEVELOPMENT**  
**Chief Directorate: Community and Partnership Development**

**Document Detail**

<b>Delivery Type</b>	Post (courier)
<b>Document Type</b>	Memorandum
<b>File Plan</b>	13/P - Policies and Procedures Transversal
<b>Responsible Office</b>	Regional Offices
<b>Office Reference</b>	None
<b>Subject</b>	MOU
<b>Summary</b>	Memorandum of Understanding: Hessequa Municipality & Department of Social Development: Eden Karoo Region
<b>Monetary Value (ZAR)</b>	0.00
<b>Responsible</b>	Elene Wessels
<b>Document Status</b>	Forwarded

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Workflow Name			Start Date / Time	End Date / Time	Started By	State
Default			05.05.2016 10:42		Elene Wessels	In Progress
Work Action	For Office	For User	Action Date	Note	Created By	
Date Received	Regional Offices	All users	05.05.2016		Elene Wessels	
Forwarded To	Chief Directorate: Community and Partnership Development	Darryl Piet	05.05.2016	Good Day  Please find the attached MOU between Social Development and Hessequa Municipality for your further co-ordination of signatures, and return of completed signed copy to the region.  Thank you.	Elene Wessels	
Comments	Chief Directorate: Community and Partnership Development	Darryl Piet	05.05.2016	The original document will be sent via courier today.	Elene Wessels	
Date Received	Chief Directorate: Community and Partnership Development	All users	09.05.2016	Received and forwarded to Debbie's office.	Nolusindiso Velebayi	
Forwarded To	Head of Department	Tracy Hendricks	11.05.2016	Tracy: For HOD & Minister's signature please.	Darryl Piet	

Attachment	Revision	Office	Date / Time	Created By
MOU - DSD and Hessequa Municipality.pdf	1	Regional Offices	05.05.2016 14:23	Elene Wessels

**Associations** None



Branch/Tak **DEPARTMENT OF SOCIAL DEVELOPMENT**

Directorate/Direktoraat **CHIEF DIRECTORATE: PARTNERSHIP DEVELOPMENT**

**(MANAGEMENT) ROUTE FORM  
(BESTUUR) ROETEVORM**

<b>Subject</b> <b>Onderwerp</b>	MEMORANDUM OF UNDERSTANDING- DSD HESSEQUA MUNICIPALITY		
<b>File Reference</b> <b>Lêerverwysing</b>	MOU	<b>Electronic Reference</b> <b>Elektroniese Verwysing</b>	

Post Title Postitel	↓	Na/To		Return/ Terug*	From/Van	
	To* Na	Initial Paraaf	Date Datum		Initial/ Paraaf	Date Datum
<b>DIRECTOR: PARTNERSHIP DEVELOPMENT</b> Mrs D Dreyer					DD	9/5/16
<b>ACTING CHIEF DIRECTOR: COMMUNITY &amp; PARTNERSHIP DEVELOPMENT</b> Mr MJ Hewu	MJH	MJH	20/6/2016			
<b>ACTING HEAD OF DEPARTMENT</b> Dr R Macdonald						
<b>MINISTER OF SOCIAL DEVELOPMENT</b> Mr A Fritz	A		27/05/2016			

**Comment/Instruction**  
**Kommentaar/Instruksie**

For your approval.

<b>Surname &amp; initials/Van &amp; voorletters</b>	<b>Drafted by/Opgestel deur</b>	<b>Manager/Bestuurder</b>
<b>Post Title/Postitel</b>	Mrs D Dreyer	
<b>Date/Datum</b>	Director: Partnership Development	
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\*Indicate route at time of dispatch with "X"/Dui roete by afsending met "X" aan



**Western Cape  
Government**

Social Development

**REGIONAL OFFICE: EDEN KAROO**

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**ENQUIRIES:** Mr E. Pieterse

**Ref Nr:** 2016/1116

**For Attention: Darryl B Piet**

**Chief Directorate: Community and Partnership Development**

**Department of Social Development:**

**14 Queen Victoria Street**

**Cape Town**

**8000**

**EDEN KAROO REGION: M.O.U between Social Development and Hessequa Municipality**

Dear Darryl

Attached please find the signed MOU between Social Development and Hessequa Municipality for further signature of the HOD and MEC.

It would be appreciated if you can co-ordinate signatures and forward us a signed copy of the document. Document is also uploaded on CMATS under 2016/1116.

Regards

Elfonzo Pieterse

Graduate Intern which assists the PA of the Regional Director.

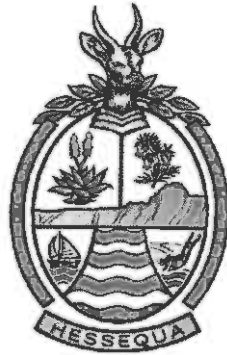
Eden Karoo Region

Date: 05/05/2016



# HESSEQUA

Munisipaliteit / Municipality / U Masipala



*Rig alle korrespondensie aan die Munisipale Bestuurder  
Address all correspondence to the Municipal Manager*

Tel: (028) 713 8000

Faks / Fax: 086 4015 118

Posbus / P.O. Box 29, RIVERSDAL(E), 6670

E-pos / E-mail: [info@hessequa.gov.za](mailto:info@hessequa.gov.za)

[www.hessequa.gov.za](http://www.hessequa.gov.za)

Van den Bergstraat

RIVERSDAL(E)

Verw. / Ref:

Navrae/Enquiries: CJ Onrust

2016/04/26

The Director  
The Department of Social Development  
York Park Building  
2<sup>nd</sup> Floor  
c/o York & st John Street  
GEORGE  
6530

Sir/Madam

## MEMORANDUM OF UNDERSTANDING – HESSEQUA MUNICIPALITY

The above-mentioned refers.

Find herewith the Memorandum of Understanding between Hessequa municipality and the Department of Social Development.

Yours sincerely

**DIRECTOR: COMMUNITY SERVICES & HOUSING**

/eh

### STREEKKANTORE / REGIONAL OFFICES

ALBERTINIA

Tel: (028) 713 7858

STILBAAI

Tel: (028) 713 7831

SLANGRIVIER

Tel: (028) 713 7892

JONGENSFONTEIN

Tel: (028) 713 7850

HEIDELBERG

Tel: (028) 713 8019

GOURITSMOND

Tel: (028) 713 7855

WITSAND

Tel: (028) 713 7868

## **MEMORANDUM OF UNDERSTANDING**

Concluded by and between:

**THE DEPARTMENT OF SOCIAL DEVELOPMENT**



**AND**

**HESSEQUA MUNICIPALITY**

**FOR THE IMPLEMENTATION OF PROJECTS AND INITIATIVES IN SUPPORT OF  
THE DEPARTMENT'S SOCIAL DEVELOPMENT PROGRAMMES**



Concluded by and between:

(Herein represented by Mr Albert Fritz, in his capacity as Provincial Minister of Social Development and Robert Macdonald in his capacity as Head of the Department of Social Development)

(Hereinafter referred to as "the DEPARTMENT")

And

#### **HESSEQUA MUNICIPALITY**

(Herein represented by MS EMOR NEL, in her capacity as Mayor of the Hessequa Municipality and JOHANNES JACOBS in his capacity as Municipal Manager of Hessequa Municipality)

(Hereinafter referred to as "the MUNICIPALITY")

The block contains several handwritten signatures in black ink. From left to right, there is a large, stylized signature, followed by a signature that appears to be 'R. Macdonald', then a signature that appears to be 'E. Mor', and finally a signature that appears to be 'J. Jacobs'.

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## PREAMBLE

- A. WHEREAS the MUNICIPALITY through its Development Division undertakes a range of programmes and initiatives in support of the developmental agenda that has been set for local government to follow as contained in the Constitution of the Republic of South Africa ("the Constitution") and White Paper on Local Government which do not align to the functions of Local Government as listed in the Constitution;
- B. AND WHEREAS the MUNICIPALITY is desirous to continue supporting and complementing the social developmental work undertaken by the DEPARTMENT utilising its own human, financial and other resources. The programmes and initiatives undertaken by the MUNICIPALITY in support of the work undertaken by the Department are contained in Annexure "A" to this Protocol;
- C. AND WHEREAS the MUNICIPALITY and the DEPARTMENT undertake to collaborate in the preparation of their respective budget and planning exercises on an annual basis to ensure that synergies are maximised and duplication is avoided;
- D. AND WHEREAS *Section 35(1) of the Intergovernmental Relations Framework Act, 2005 (Act 13 of 2005)* provides that where the implementation of a policy, the exercise of a statutory power, the performance of a statutory function or the provision of a service depend on the participation of organs of state in government, those organs must co-ordinate their actions in such a manner as may be appropriate or required in the circumstances, and may do so by entering into an implementation protocol;
- E. AND WHEREAS *Section 35(2)(c)* provides that an implementation protocol will materially assist the organs of state participating in the provisioning of a service in a specific area to co-ordinate their efforts in that area;



F. AND WHEREAS *Section 35(2)(d)* provides that an implementation protocol must be considered where an organ of state to which primary responsibility for the implementation of the policy, the exercise of the statutory power, the performance of the statutory function or the provision of the service has been assigned lacks the necessary capacity;

G. NOW THEREFORE the parties hereby enter into an implementation protocol for purposes of executing projects and initiatives in support of addressing the developmental needs of communities and individuals either in collaboration with each other or on their own.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

## 1. DEFINITIONS AND INTERPRETATION

The headings of the clauses in this Protocol are for the purposes of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Protocol nor any clause hereof. In this Protocol, unless a contrary intention clearly appears:

### 1.1 Words importing –

1.1.1 any one gender includes the other gender;

1.1.2 the singular includes the plural and vice versa; and

1.1.3 natural persons include created entities (corporate or non-corporate) and vice versa.

1.2 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as

if it were a substantive clause in the body of the Protocol, notwithstanding that it is only contained in the interpretation clause.

1.3 When any number of days is prescribed in this Protocol, it shall be reckoned exclusively of the first and inclusively of the last day.

1.4 This Protocol includes as an integral part the Programme information, contained in **Annexure "A"** (Approved Operational Plans of Hessequa Municipality and the DSD) attached hereto.

1.5 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have a corresponding meaning, namely:

1.5.1 **"Commencement date"** means the last date of signature of any party to the Protocol;

1.5.2 **"Law"** means the law governing the Protocol and shall be the law of the Republic of South Africa;

1.5.3 **"Month"** means a calendar month, and more specifically:

(a) in reference to a number of months from a specific date, a calendar month commencing on that date or the same date of any subsequent month; and

(b) in any other context, a month of the calendar, that is, one of the 12 months of the calendar, and "monthly" has a corresponding meaning;

1.5.4 **"Notice"** means a written notice;

Handwritten signatures and initials in black ink, located in the bottom right corner of the page. There are several distinct marks, including what appears to be a large signature, some smaller initials, and the letters 'EN' at the bottom.

- 1.5.5        **"Parties"** mean the parties to this Protocol identified herein;
- 1.5.6        **"Programmes"** mean Social Developmental Programmes as listed in **Annexure "A"** (Approved Operational Plan) attached hereto and any and all amendments as agreed in writing from time to time;
- 1.5.7        **"Termination date"** means the date 2019 from the commencement date;
- 1.5.8        **"the Department"** means the Department of Social Development (Eden/Karoo Region );
- 1.5.9        **"the Municipality"** means the *HESSEQUA Municipality, established in terms of the Local Government: Municipal Structures Act 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000.*

## 2.        **FUNDING**

- 2.1        The MUNICIPALITY makes provision in its budget to fund the cost of the Programmes as outlined in its **Annexure "A"** (Approved Operational Plan)
- 2.2        The DEPARTMENT makes provision in its budget to fund the cost of its programmes that fall within its functional areas as per the Constitution.
- 2.3        There will be no transfer of funds between the MUNICIPALITY and the DEPARTMENT, unless otherwise agreed by the Parties, in writing, in respect of a specific programme-related project or activity, but at all times subject to the availability and appropriation of funds in terms of prevailing prescripts.

- 2.4 In the event of a collaboration in terms of clause 4.3 each Party shall be responsible to fund the extent of its own Programme costs, unless otherwise agreed by the Parties, in writing, in respect of a specific programme or programme-related project or activity, but at all times subject to the availability and appropriation of funds in terms of prevailing prescripts.

### 3. DURATION

- 3.1 This Protocol commences on the commencement date.
- 3.2 This Protocol shall terminate on the termination date.

### 4. PROGRAMMES

- 4.1 It is specifically recorded that in terms of this Protocol, the MUNICIPALITY shall primarily be accountable for the Programmes as outlined in **Annexure "A"** (Approved Operational Plan) in line with its approved Budget.
- 4.2 It is specifically recorded that in terms of this Protocol, the DEPARTMENT shall continue to be accountable for its Programmes as outlined in clause 2.2 above.
- 4.3 The MUNICIPALITY and the DEPARTMENT are free to collaborate on the specific Programmes listed in **Annexure "A"** (Approved Operational Plan) and Programme-related projects and activities.

The block contains three handwritten signatures in black ink. The signature on the left is a large, stylized 'G' with a long horizontal stroke. The signature in the middle is a smaller, more compact cursive signature. The signature on the right is a large, flowing cursive signature that starts with a capital 'R' and ends with a long horizontal stroke.

## **5 OBLIGATIONS OF THE MUNICIPALITY AND THE DEPARTMENT**

- 5.1 Reasonable notice will be provided when either Party proposes to collaborate with the other, as indicated in clause 4.3.
- 5.2 The Parties will consider all proposals as contemplated in clause 5.1 above and provide timely feedback regarding such proposals.
- 5.3 When collaborating on Programmes the Parties will continuously liaise with each other on the implementation of such Programmes.
- 5.4 The Parties will consider a renewal of this Protocol before the termination date thereof.

## **6. LIAISON BETWEEN THE PARTIES**

- 6.1 The Parties agree to liaise through the following persons or their successors, duly authorised by the Parties:

For the Department : The Director: Department of Social Development  
(Eden/Karoo Region)

Phone number : 081 484 6794

Fax number : 044 – 873 2901

For the Municipality : The Municipal Manager (Hessequa)

Phone number : 028-7138000

Fax number : 086 4015118

- 6.2 The Parties may establish a steering committee to oversee the Parties' collaboration as envisaged in clause 4.3 of this Protocol to monitor the

implementation of Programmes and report to their respective Executive and Administrative principals.

**7. DISPUTES**

7.1 Any dispute, which arises between the Parties in connection with the interpretation of or giving effect to this Protocol shall be resolved amicably through consultation and negotiation.

7.2 Should a dispute remain unresolved, the provisions of *section 41 to section 45 of the Intergovernmental Relations Framework Act, 2005 (Act. 13 of 2005)* shall apply.

**8. LIMITATION OF LIABILITY**

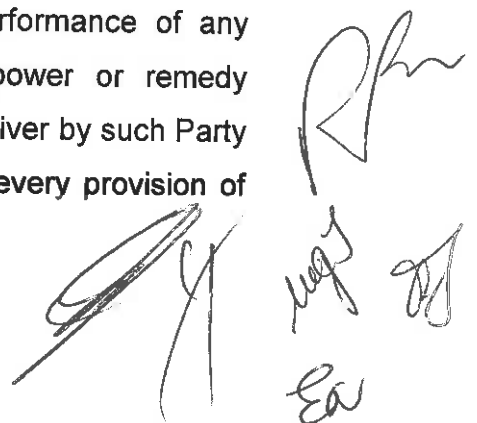
Notwithstanding anything contained in this Protocol, the Parties' maximum liability shall be limited to the extent of their Programme commitment.

**9. ENTIRE AGREEMENT**

This Protocol constitutes the entire agreement and supersedes any and all previous agreements regarding this subject matter that may exist between the parties. No representations, either verbal or written, made by either party during the tenure of this Protocol shall be of any force or effect unless agreed to by both parties, reduced to writing, and annexed hereto, as an addendum.

**10. NO WAIVER**

The failure of either Party to insist upon the strict performance of any provision of this Protocol or to exercise any right, power or remedy consequent upon a breach hereof shall not constitute a waiver by such Party to require strict and punctual compliance with each and every provision of this Protocol.

The block contains several handwritten signatures in black ink. There are three distinct signatures on the left side, and a cluster of four or five smaller, more stylized signatures on the right side. The signatures appear to be of various individuals, likely representing the parties to the protocol.

## 11. NOTICES AND DOMICILIUM

11.1. The parties choose as their *domicilia citandi et executandi* the following addresses:-

### 11.2. THE DEPARTMENT

For the Department : The Department of Social Development

Address : York Park Building, 2<sup>nd</sup> Floor

C/o York & St John Street, George, 6530

### 11.3. THE MUNICIPALITY

For the Municipality : Office of the Municipal Manager

Address : Civic Centre, Van den Berg Street, Riversdale, 6670

11.4. Either party hereto shall be entitled from time to time by written notice to the other party, to vary its *domicilium* to any other physical address.

11.5. Any notice required or permitted to be given in terms of this Protocol shall be valid and effective only if in writing and if received or deemed to have been received by the addressee.

11.6. Any notice given by one party to the other "the addressee" which –

11.6.1 is delivered by hand during the normal business hours of the addressee at the addressee's *domicilium* for the time being shall be presumed, until the

contrary is proved, to have been received by the addressee at the time of delivery;

11.6.2 is posted by prepaid registered post from an address to the addressee at the addressee's *domicilium* for the time being, shall be presumed, until the contrary is proved, to have been received by the addressee on the 7<sup>th</sup> day after the date of posting;

11.7. Any notice in terms of or in connection with this Protocol shall be valid and effective only if in writing and if received or deemed to have been received by the addressee.

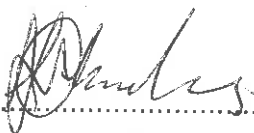

Handwritten signatures and initials in the bottom right corner. There are three distinct signatures: a large one at the top, a middle one with a horizontal line through it, and a bottom one. To the right of the middle signature are the initials 'mg' and 'F'. Below the middle signature are the initials 'zw'.



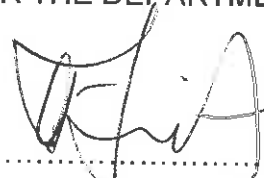

12. SIGNATURES

SIGNED at Cape Town on this 12<sup>th</sup> day of May in the presence of the undersigned witnesses.

AS WITNESSES:

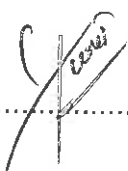

1. 
2. 

FOR THE DEPARTMENT:


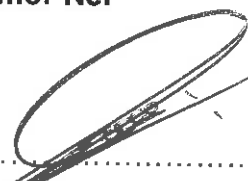
  
MEC Albert Fritz  
  
HOD Dr. Robert Macdonald


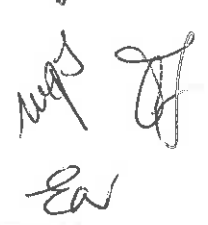
SIGNED at Riversdale on this 14<sup>th</sup> April 2016 in the presence of the undersigned witnesses.

AS WITNESSES:

1. 
2. 

FOR THE MUNICIPALITY:

  
EXECUTIVE MAYOR  
MS Emor Nel  
  
MUNICIPAL MANAGER:  
J Jacobs  
DULY AUTHORISED

## ANNEXURE A

The parties have come to the common understanding that Community Development is the cornerstone for a partnership in building sustainable communities and wish to record that:

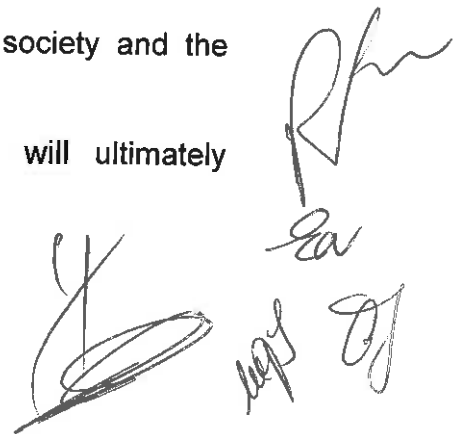
- The different spheres of government need to combine to work in an integrated manner in building sustainable communities;
- The Provincial Growth and Development Strategy will be compromised if 40% of the provincial population remains poor and vulnerable;
- Social exclusion is one the biggest challenges facing our communities and a threat to our hard-won democracy. This refers to Strategic Goal 5 "Embed good governance and integrated service delivery through partnership and spatial alignment":

We hereby declare our shared commitment to the following in the context of community development being:

- Building strategic partnerships towards developing our communities in the Hessequa Municipality
- Promotion of the ideals of integrated governance
- Integrated, sustainable and community centred policies and programmes
- Co-ordination of shared work areas, responsibilities skills and capacity, resources and concerns

We agree that any partnership for Community Development will be underpinned by the following values and principles being:

- **Inclusiveness**-fostering broad based participation by civil society and the private sector;
- **Results orientated approach**-projects and programmes will ultimately benefit the poorest, most vulnerable;

Four handwritten signatures are present in the bottom right corner of the page. The signatures are written in dark ink and appear to be of various styles, including cursive and more formal script.

- **Diversity**- recognizing the uniqueness of every community and its strengths
- **Partnership**-involving co-ordinated participation of all development partners
- **Strength based development** –focusing on human capital, social capital and assets for sustainability

The Parties therefore agree that:

The Department of Social Development and the Hessequa Municipality will build and strengthen strategic partnerships at Provincial level through partnership agreements and sharing of resources and information;

The Hessequa Municipality will support the following initiatives in building sustainable communities being:

- Prevention of Substance Abuse
- Family Services
- Early Childhood Development
- Youth Development
- Child Protection
- Services to Persons with disability
- **Services to Older Persons**

The Eden/Karoo Department of Social Development will focus on social welfare and community development in the region and will render the following programmes for and services to:

- Families and children (including child protection and Early Childhood Development and HIV/AIDS)
- Persons with disabilities and
- **Older persons**
- Persons who are dependent on substances
- Persons in conflict with the law
- Poverty reduction

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- Development of youth

Services will be rendered on various levels (prevention, early intervention, statutory and aftercare)

It is further recognized by both parties and being representatives of spheres of Government , that we will promote integrated governance, advocate the practice of good governance, strengthening opportunities for all principles of dignity , equity and prosperity for all citizens.

We as representatives of the Hessequa Municipality and the Department of Social Development (Eden/Karoo) are present here today to address our mutual concerns and therefore:

1. Agree to commit ourselves to be champions for the MOU
2. Agree to build sustainable communities in fighting poverty and promote economic development

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