



**Western Cape
Government**

Social Development

Branch/Tak **DEPARTMENT OF SOCIAL DEVELOPMENT**

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

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

Subject Onderwerp	MEMORANDUM OF UNDERSTANDING - DSD AND CAPE AGULHAS MUNICIPALITY		
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	To* Na	Initial Paraaf	Date Datum		Initial/ Paraaf	Date Datum
PROGRAMME MANAGER Mr C Harris	↓ X				C/H	2/03/18
DIRECTOR: PARTNERSHIP DEVELOPMENT Mrs D Dreyer	↓ X				DD	6/8/18
CHIEF DIRECTOR: COMMUNITY & PARTNERSHIP DEVELOPMENT Mr MJ Hewu	↓ X				MJH	8/8/2018
HEAD OF DEPARTMENT Dr R Macdonald	↓ X			↑		
MINISTER OF SOCIAL DEVELOPMENT Mr A Fritz	↓ X			↑		

Comment/Instruction
Kommentaar/Instruksie

For your approval.

Surname & initials/Van & voorletters	Drafted by/Opgestel deur	Manager/Bestuurder
Post Title/Postitel	Mr C Harris	Mrs D Dreyer
Date/Datum	Programme Manager: Stakeholder	Director: Partnership
Telephone no/Telefoonnr	Management	Development

*Indicate route at time of dispatch with "X"/Dui roete by afsending met "X" aan

MEMORANDUM OF UNDERSTANDING

Concluded by and between:

THE DEPARTMENT OF SOCIAL DEVELOPMENT



AND

CAPE AGULHAS MUNICIPALITY



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

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Concluded by and between:

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

(Hereinafter referred to as "the DEPARTMENT")

And

CAPE AGULHAS MUNICIPALITY

(Herein represented by Mr. Dean O'Neill, in his capacity as Municipal Manager of (Cape Agulhas Municipality)

(Hereinafter referred to as "the MUNICIPALITY")

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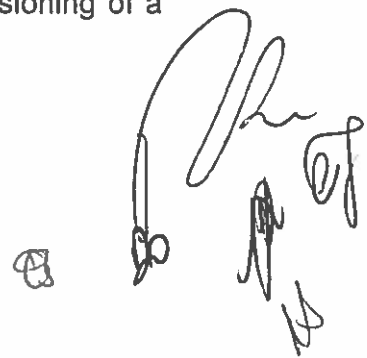
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PREAMBLE

- 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 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:

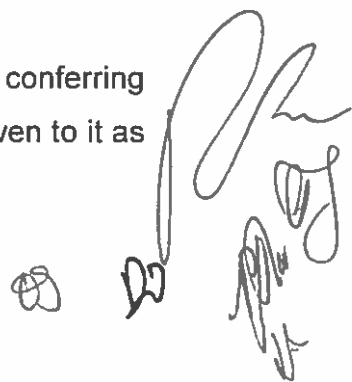
1.1 Words importing –

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 Cape Agulhas 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;



- 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 2 months from the date when members of the provincial legislature are sworn in, subsequent to a general election in terms of the *Electoral Act, 1998 (Act 73 of 1998)*
- 1.5.8 **"the Department"** means the Department of Social Development (Cape Winelands/Overberg Region);
- 1.5.9 **"the Municipality"** means the Cape Agulhas 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.



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 Mr. Dirk Eland: Social Development

Phone number : (023) -3485300

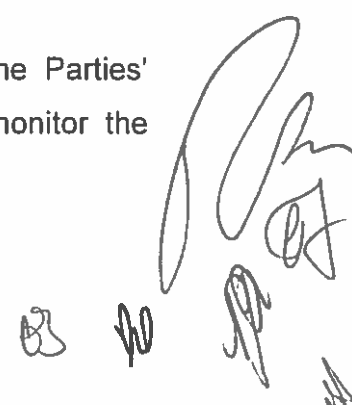
Fax number : (023) 347 5181

For the Municipality : The Municipal Manager, Mr. Dean O'Neill

Phone number : (028)425 5500

Fax number : (028)425 1019

- 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 All disputes, which arise 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 MOU and supplements 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.

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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.

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 : Department of Social Development

Address : Waaihoek Hostel, 7 Durban Street, Worcester, 6850

11.3. THE MUNICIPALITY

For the Municipality : Office of the Municipal Manager

Address : 1 Dirkie Uys Street, Bredasdorp

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 7th 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.

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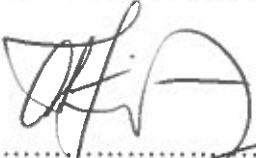
12. SIGNATURES

SIGNED at CAPE TOWN on this day of 20 August 2018 in the presence of the undersigned witnesses.

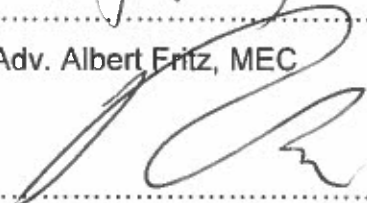
AS WITNESSES:

- 1. 
- 2. 

FOR THE DEPARTMENT:





Adv. Albert Fritz, MEC




HOD Dr. Robert Macdonald

SIGNED at on this day of in the presence of the undersigned witnesses.


AS WITNESSES:

- 1. Luzeth Smith 
- 2. Elabe Zieff 

FOR THE MUNICIPALITY:



MAYOR (Cape Agulhas Mun.)



MUNICIPAL MANAGER:

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:

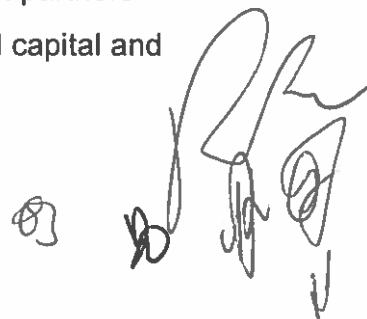
- The different spheres of government need to combine to work in an integrated manner in building sustainable communities;
- The Provincial Growth and Development Strategy will be compromised if 40% of the provincial population remains poor and vulnerable;
- Social exclusion is one the biggest challenges facing our communities and a threat to our hard-won democracy. This refers to our Provincial Strategic Goals 2,3 & 5:

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 Cape Agulhas 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;
- **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 Cape Agulhas Municipality will build and strengthen strategic partnerships at Provincial level through partnership agreements and sharing of resources and information;

The Cape Agulhas Municipality will support, within its available resources, 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*
- *HIV/AIDS*
- *Older persons*
- *Social Crime Prevention*
- *Humanitarian Response to Disasters*

The 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*
- *Development of youth*
- *Humanitarian Response to Disasters*



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 Cape Agulhas Municipality and the Department of Social Development (Cape Winelands Region) 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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