

# IMPLEMENTATION PROTOCOL

Concluded by and between:

**THE DEPARTMENT OF SOCIAL DEVELOPMENT  
CENTRAL KAROO DISTRICT MUNICIPALITY SERVICE DELIVERY AREA**



**AND**

**CENTRAL KAROO DISTRICT 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. **Mr 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)

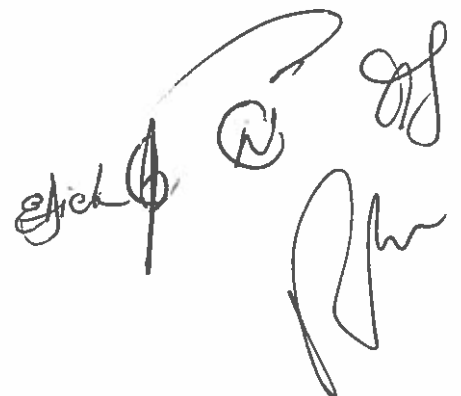
(Hereinafter referred to as "the DEPARTMENT")

And

**CENTRAL KAROO DISTRICT MUNICIPALITY**

(Herein represented by) **Stefanus Jooste**, in his capacity as Municipal Manager of the Central Karoo District Municipality

(Hereinafter referred to as "the MUNICIPALITY")

Handwritten signatures of the parties involved in the agreement. There are four distinct signatures in black ink, arranged in a cluster. The signatures are cursive and appear to be those of the individuals mentioned in the text above.

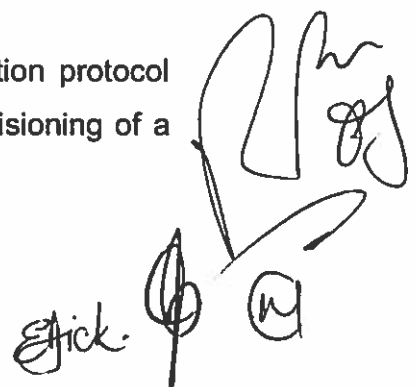
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*Handwritten signature and initials*  
Erick. B. @

## PREAMBLE

- A. WHEREAS the MUNICIPALITY through its Office of the Municipal Manager 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 of 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;



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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:

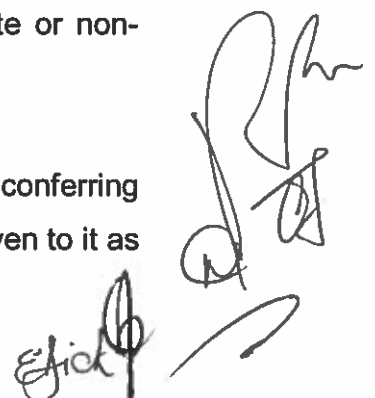
### 1.1 Words importing –

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"** 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 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;

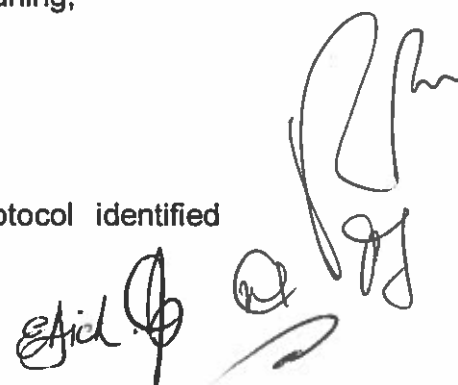
1.5.3 **"Month"** means a calendar month, and more specifically:

(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;

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1.5.6 ***“Programmes”*** means all Social Developmental initiatives as listed in Annexure “A” 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 is 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 Provincial Government of the Western Cape via its Department of Social Development;

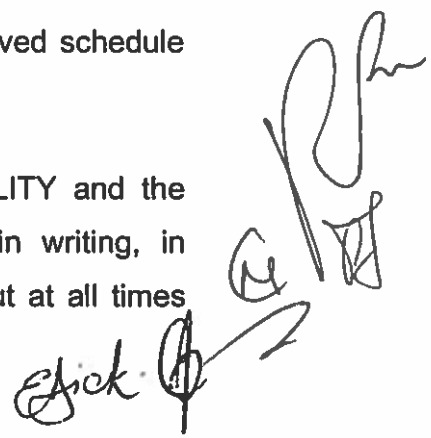
1.5.9 ***“the Municipality”*** means the Central Karoo District Municipality, established in terms of the *Local Government: Municipal Structures Act 117 of 1998* read with the *Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000 as amended.*

## 2. FUNDING

2.1 The MUNICIPALITY makes provision in its budget to fund the cost of the Programmes as outlined in Annexure “A” and as far as it falls within its functional area as per Constitution.

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. The DEPARTMENT will provide the MUNICIPALITY with its approved schedule of programmes annually.

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" 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 and Annexure "A".
- 4.3 The MUNICIPALITY and the DEPARTMENT are free to collaborate on any specific Programmes as needed





## **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 : Marie Hendricks (Dept. Social Development)

Phone number : (062) 769 5283

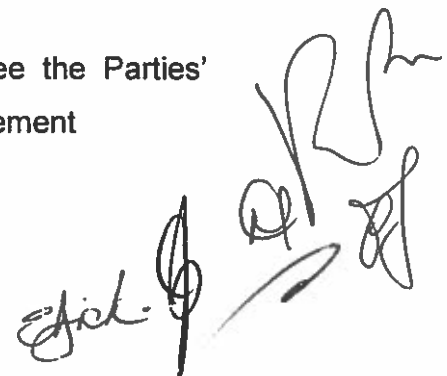
Fax number : (044) 873 2901

For the Municipality : Stefanus Jooste (Municipal Manager)

Phone number : 023 – 449 1000

Fax number : 023 – 414 1253

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



**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.

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**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, 2nd Floor, York Street

George, 653011.3.

**THE MUNICIPALITY**

For the Municipality : Office of the Municipal Manager

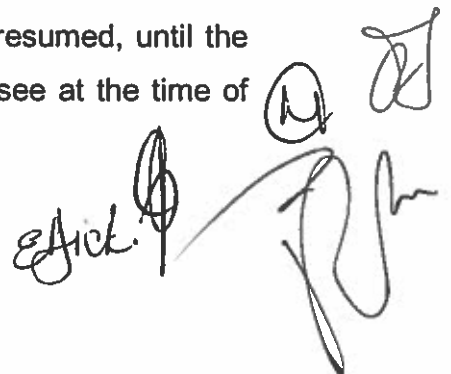
Address : 63 Donkin Street Beaufort West

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.

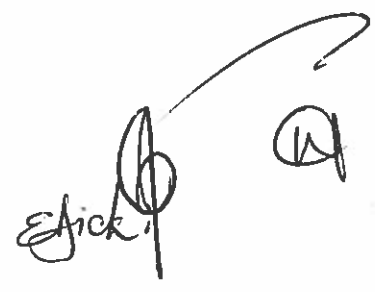
11.5. Any notice required or permitted to be given in terms of this Protocol shall be valid and effective only if in writing and if received or deemed to have been received by the addressee.

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;

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- 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.



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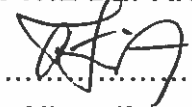
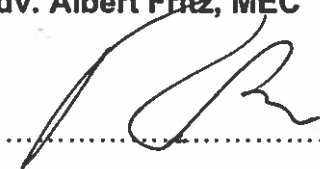
**12. SIGNATURES**

SIGNED at Cape Town on this 7th day of March in the presence of the undersigned witnesses.

**AS WITNESSES:**



- 1. ....
- 2. ....

**FOR THE DEPARTMENT:**


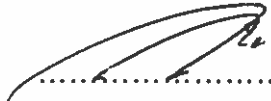
  
.....  
**Adv. Albert Fritz, MEC**  
  
.....  
**Dr Robert Macdonald, HOD**

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

**AS WITNESSES:**

- 1.  .....
- 2.  .....

**FOR THE MUNICIPALITY:**

  
.....  
**EXECUTIVE MAYOR**  
  
.....  
**MUNICIPAL MANAGER**





## ANNEXURE A

### DELIVERING OF SOCIAL DEVELOPMENT SERVICES:

#### DEPARTMENT OF SOCIAL DEVELOPMENT AND CENTRAL KAROO DISTRICT MUNICIPALITY

#### INTRODUCTION

##### 1. SOCIAL DEVELOPMENT - WC.

The, DSD is the lead department in the delivering of Social Development Services arising out of its national legislative and policy mandates It is however not the only provider of Social Development Services.

Social Development Services in a South African context has three functional areas as per the White Paper on Developmental Social Welfare Services 1997, these areas are

- Social Welfare Services
- Community Development



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- Social Security Services

Social Security Services are provided through an agency namely SASSA (South Africa Social Security Agency), whereas the DSD is responsible for the other two areas of service delivery, Social Welfare and Community Development in partnership with a range of stakeholders and partners

## 2. CENTRAL KAROO DISTRICT MUNICIPALITY

Section 152 of the Constitution of the Republic of South Africa states that the objectives of local government are inter alia:

- “(c) To promote social and economic development,
- (d) To promote a safe and healthy environment, and
- (e) To encourage the involvement of communities and community organizations in the matters of local government”,

Schedule 4 Part B of the Constitution does not provide a comprehensive list of functions which deemed to be in support of promoting social development except for listing child care facilities as a function of the local sphere of government; however

Strategic Goal 3 as contained in the Draft IDP 2012-2017 of the Central Karoo District Municipality, focuses on “**To improve the general standards of living**” Therefore in an effort to contribute towards achieving this goal and addressing the needs of communities in the Central Karoo District Municipal Area, the Social Development component provides a range of services which has resource implications in the following programmatic areas namely:

- Children and Families
- Youth Development
- Poverty Alleviation

*Edick*  


- Disability
  - Substance Abuse
  - Gender
  - Elderly/ Older persons
  - Early Childhood Development
  - Disaster Management
  - EPWP
3. DEPT. SOCIAL DEVELOPMENT AND CENTRAL KAROO DISTRICT MUNICIPALITY AS PARTNER WILL DELIVER ON THE FOLLOWING HIGHLIGHTED AREAS:

Program Area	Envisage Outcome
Youth Development	Youth Development in general - with a view to possible establishment of a Youth Café
Commemorative Days	To share resources for greater impact
Substance Abuse	Signatories to the Drug Master Plan – subsequent establishment of Local Drug Action Committee.
Disability	Become signatories to the Strategy – Central Karoo District Municipality





- Disability
- Substance Abuse
- Gender
- Elderly/ Older persons
- Early Childhood Development
- Disaster Management
- EPWP

3. DEPT. SOCIAL DEVELOPMENT AND CENTRAL KAROO DISTRICT MUNICIPALITY AS PARTNER WILL DELIVER ON THE FOLLOWING HIGHLIGHTED AREAS:

*Please amend  
in view to possible  
establishment  
of a  
youth cafe.*

Program Area	Envisage Outcome
Youth Development	Youth Development in general <del>eliminate</del> <del>into the establishment of a Youth Cafe, with</del>
Commemorative Days	To share resources for greater impact
Substance Abuse	Signatories to the Drug Master Plan - subsequent establishment of Local Drug Action Committee.
Disability	Become signatories to the Strategy - Central Karoo District Municipality

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