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28 February 2025

JOHANN METTLER
CITY MANAGER

SIGNING OF THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE MUNICIPALITY AND ALPHA SECURITY FORUM CUP IN TERMS OF THE COMMUNITY UPLIFTMENT PRECINCT POLICY.

A Community Upliftment Precinct application was received from Alpha Security Forum based in Ward 46, Region 6.

This application was evaluated by the multi departmental/ regional committee and was provisionally approved in terms of the policy framework approved by Council on the 30th of November 2023.

The evaluation process consists of the following phases:

- Pre-evaluation phase

The application is subjected to legal scrutiny by the GLSS representative on the committee to ensure legal compliance in terms of the policy.

- Evaluation phase process:

- Each application is forwarded to the relevant Regional Head for their perusal.
- The application is thereafter discussed with the relevant Regional Head and Directors to compile an operational plan where applicable.
- The application was approved by the Interdepartmental CUP Approval Committee.

Please find attached the following documentation:

- Memorandum of Agreement. (MOA)
- Map of the CUP area.
- Terms and Conditions
- Operational Plan

The MOA was vetted by Group Legal Services Department, Mr. P. Robinson who is also a member of the CUP Evaluation Committee and is hereby submitted for signature.

Kind regards



N PILLAY
EXECUTIVE SPECIALIST

RECOMMENDED / ~~RECOMMENDED AS AMENDED~~ / ~~NOT RECOMMENDED~~.

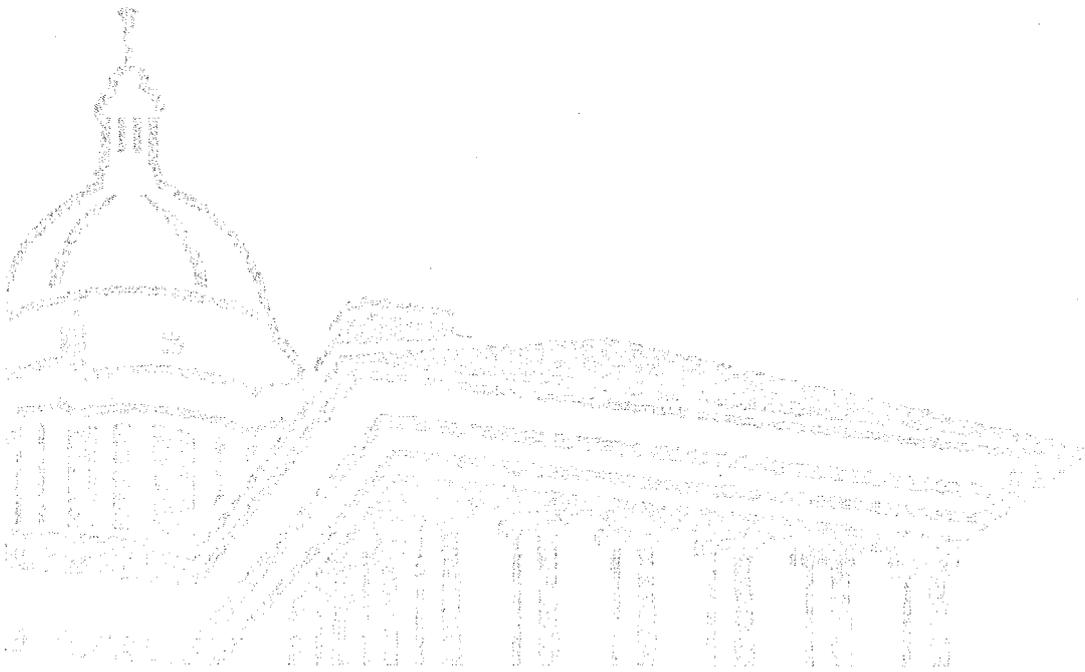
DATE: 3/3/25



PALEDI MAROTA
GROUP HEAD: OFFICE OF THE CITY MANAGER

RECOMMENDED / ~~RECOMMENDED AS AMENDED~~ / ~~NOT RECOMMENDED~~.

DATE: 07/03/2025





MEMORANDUM OF AGREEMENT

entered into and between

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY (CoT)

represented herein by

Johann Mettler

the City Manager of the City of Tshwane Metropolitan Council

in terms of its' approved Corporate System of Delegations

hereinafter referred to as '**the Municipality**'

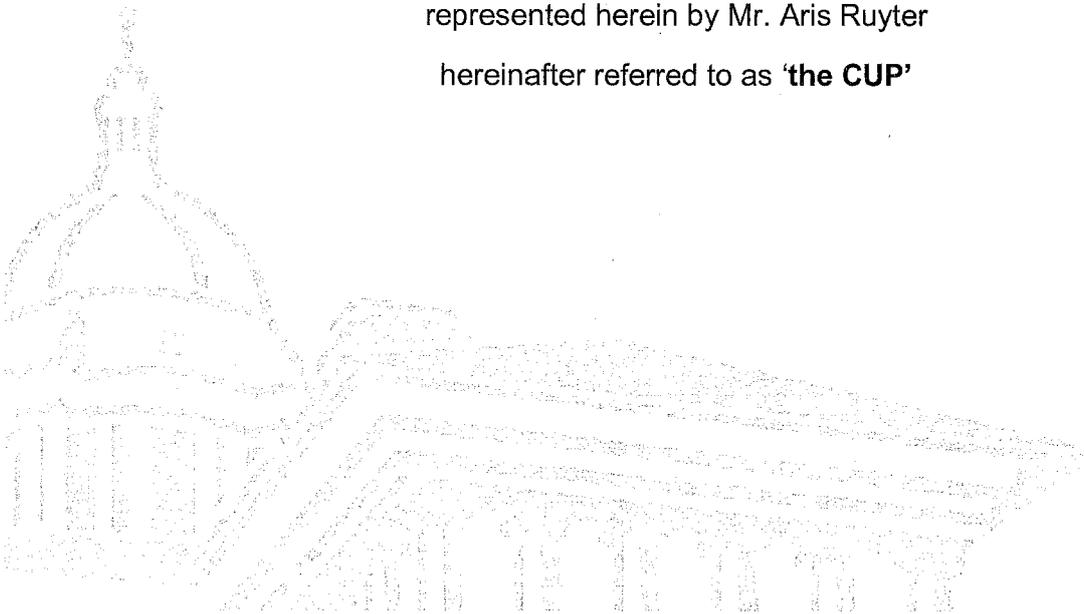
and

COMMUNITY UPLIFTMENT PRECINCT (CUP) known as

ALPHA SECURITY FORUM

represented herein by Mr. Aris Ruyter

hereinafter referred to as '**the CUP**'



1.

The parties agree that the CUP will assist the CoT to use and maintain Alpha Security Forum as set out in **Annexure A** hereto.

2.

The CUP indemnifies the CoT and keep harmless the CoT against claims, costs, demands or expenses of any kind.

3.

The CUP will render the goods and services on a voluntary basis subject to maintain the norms, standards and operating procedures of the CoT.

4.

The Regional Head of **Region 6** will monitor the approved Operational Plan (**Annexure B**) and the CUP must work with the Regional Head.

5.

Finer detail of the agreement between the parties can be found in the draft agreement attached as **Annexure C**.

6.

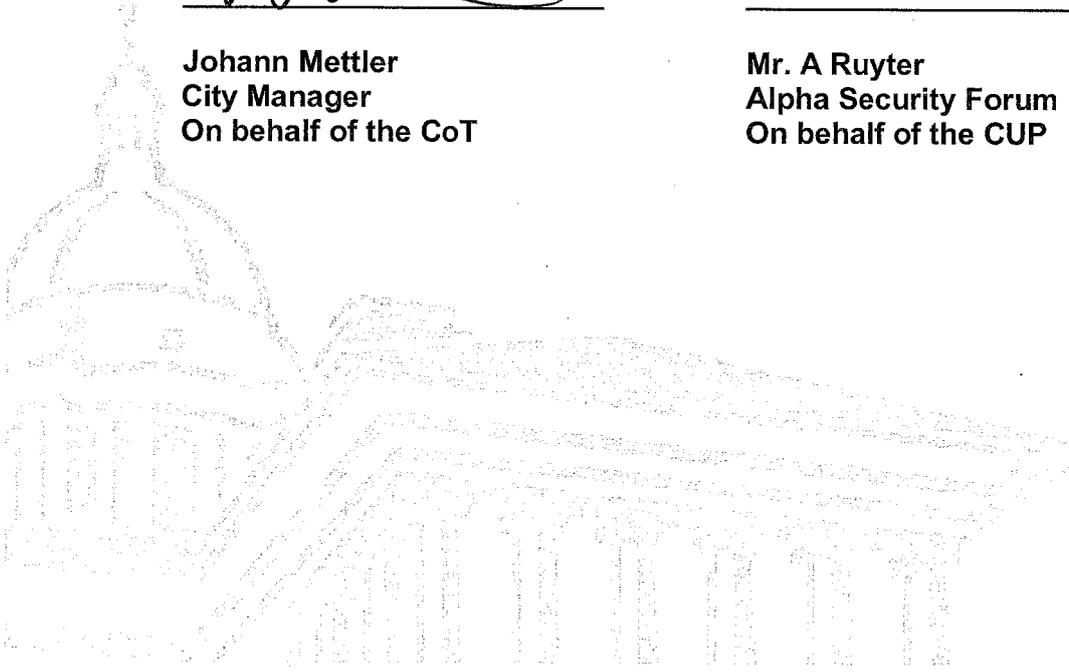
It is agreed that the Regional Head shall be entitled to amend the Operational Plan on reasonable considerations; provided that the CUP agree thereto and that such amendment does not place the CUP in a precarious predicament or unnecessary burden

Signed in Pretoria on this 12 day of March 2025.

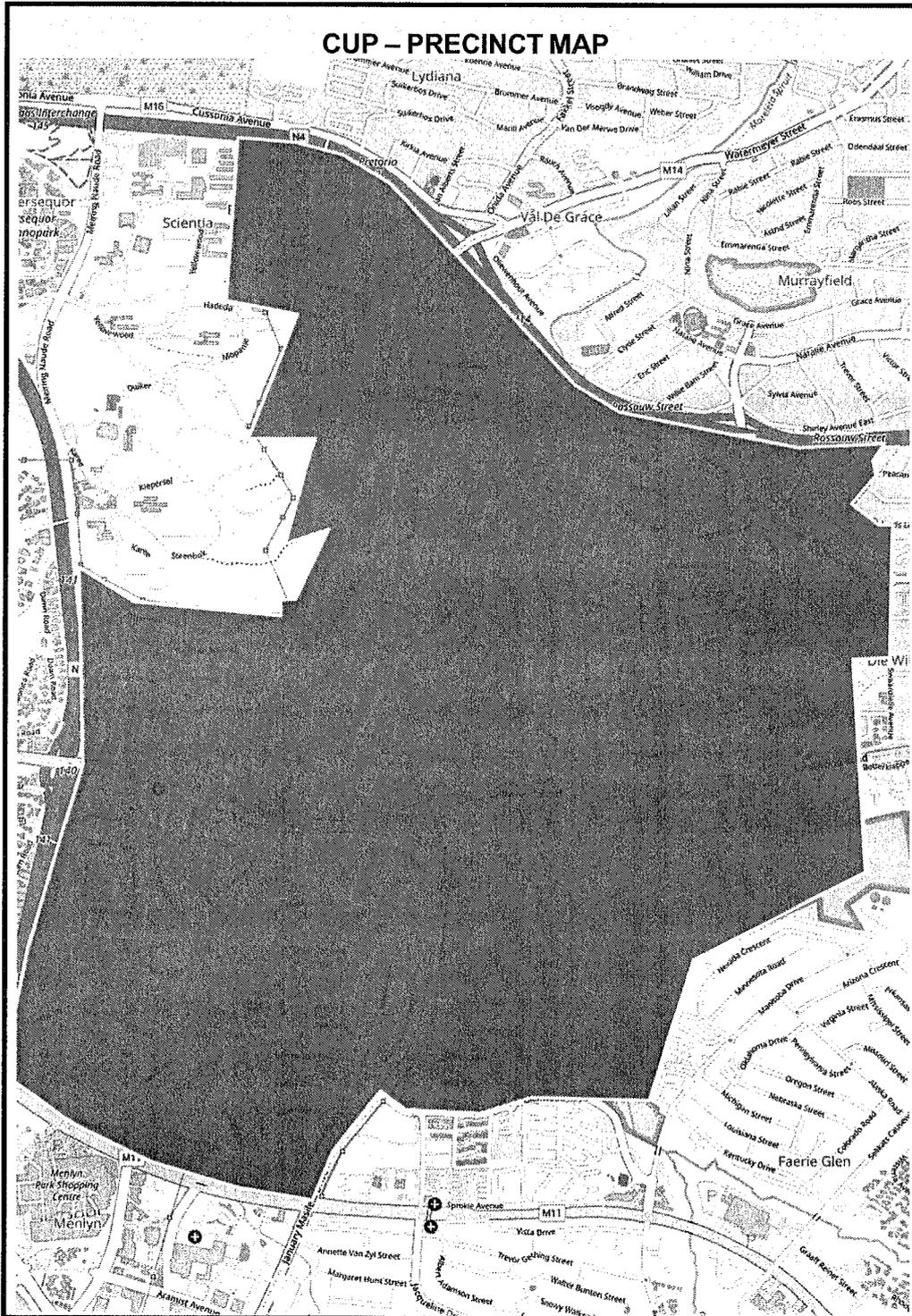


Johann Mettler
City Manager
On behalf of the CoT

Mr. A Ruyter
Alpha Security Forum
On behalf of the CUP



INCLUDE A MAP OF THE CUP THAT CLEARLY IDENTIFIES THE BOUNDARIES OF THE PRECINCTS (IDEALLY SCALE OF 1:5,000)



**OPERATIONAL PLAN
ALPHA SECURITY FORUM CUP**

SECTION A: UPLIFTMENT ACTIVITIES APPROVED:

UPLIFTMENT ACTIVITY	ACTION / IMPLEMENTATION	SUPERVISION
ROAD MAINTENANCE		
<ul style="list-style-type: none"> • Visible house numbers • Cleaning and maintaining paving's • Cleaning and maintaining of verges • Repair Potholes • Paint road markings • Maintain road signs • Install new road signs • Clean of blocked Stormwater inlets 	Alpha Security Forum CUP	Region 6 Regional Head: (Persia Sekati) <u>PersiaM@TSHWANE.GOV.ZA</u> Jerry Nyathi <u>jerryn@tshwane.gov.za</u> Frank E. Lambert <u>FrankL@TSHWANE.GOV.ZA</u>
ELECTRICITY		
<ul style="list-style-type: none"> • Maintain street light globes • Install and maintain new CUP pole numbers for streetlights • Maintain, paint, and secure electrical enclosures to ensure they are safe and visually appealing. 	Alpha Security Forum CUP	Region 6 Regional Head: (Persia Sekati) <u>PersiaM@TSHWANE.GOV.ZA</u> Mandla Maseko <u>MandlaM2@TSHWANE.GOV.ZA</u> Sina Chuma <u>SinaC@TSHWANE.GOV.ZA</u>
ENVIRONMENT AND BEAUTIFICATION		
<ul style="list-style-type: none"> • Grass cutting in road reserves and open areas • Cleaning and maintenance of parks and road reserves • Indigenous Flora Rehabilitation Projects • Maintenance of fences in public areas. 	Alpha Security Forum CUP	Region 6 Regional Head: (Persia Sekati) <u>PersiaM@TSHWANE.GOV.ZA</u> Fanyana Mokoena <u>FanyanaM@tshwane.gov.za</u> Adelene Marais <u>AdeleneL@TSHWANE.GOV.ZA</u>



		Sonja Hekman SonjaPi@TSHWANE.GOV.ZA
Waste Management		
<ul style="list-style-type: none"> Regularly maintain and paint waste bins to keep them in good condition. 	Alpha Security Forum CUP	Zingisa Phohlo ZingisaP@tshwane.gov.za

**SECTION B: UPLIFTMENT ACTIVITIES NOT PART OF CUP APPROVAL:
APPROVAL PROCESS TO BE FOLLOWED UP WITH INDICATED OFFICIAL:**

UPLIFTMENT ACTIVITY	ACTION / IMPLEMENTATION	COORDINATION OF APPROVAL PROCESS
ROAD MAINTENANCE		
<ul style="list-style-type: none"> Traffic calming: speed bumps, stop signs, traffic circles Maintaining traffic lights and back up electricity for traffic lights 	Alpha Security Forum CUP	Frank E. Lambert FrankL@TSHWANE.GOV.ZA
ELECTRICITY		
<ul style="list-style-type: none"> Regular maintenance on all electrical installations 	Alpha Security Forum CUP	Sina Chuma SinaC@TSHWANE.GOV.ZA Region 6 Regional Head: (Persia Sekati) PersiaM@TSHWANE.GOV.ZA Mandla Maseko MandlaM2@TSHWANE.GOV.ZA
WASTE PLAN		
<ul style="list-style-type: none"> Install and maintain fixed waste bins in public areas to manage litter. 	Alpha Security Forum CUP	Zingisa Phohlo ZingisaP@tshwane.gov.za
TMPD		

<ul style="list-style-type: none"> • Assist in address and manage noise complaints within the community. • Assist in managing and reducing public drinking in the community. • Assist in managing the reduction of littering in public areas • Install cameras for security in public areas 	Alpha Security Forum CUP	Evon de Klerk EvonDK@TSHWANE.GOV.ZA
ECONOMIC DEVELOPMENT SPATIAL PLANNING: BUILT ENVIRONMENT AND ENFORCEMENT INSPECTORATE		
<ul style="list-style-type: none"> • Assist in the removal of illegal advertisements from public spaces. 	Alpha Security Forum CUP	Albert Papo PhamodiP@TSHWANE.GOV.ZA

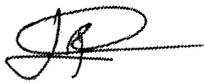
SECTION C:

WEEKLY REPORT TEMPLATE

SUBMIT A WEEKLY REPORT TO THE REGIONAL HEAD INDICATING YOUR ACTIVITIES PLANNED FOR EACH SPECIFIC WEEK.

MONDAY	Specify daily activity. Region 6 Regional Head: (Persia Sekati) PersiaM@TSHWANE.GOV.ZA
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	
SUNDAY	

Signed on behalf of Region 6:



Me. Persia Sekati
REGIONAL HEAD: REGION 6





Terms and Conditions

Annexure C to the CUP-approval

WHEREAS the **Local Community** hereinafter mentioned, has approached the **MUNICIPALITY** to grant permission to enable it to execute and conduct certain amelioration activities within the boundaries in the precinct (which boundaries must be within the jurisdiction of the **MUNICIPALITY**) hereinafter defined subject to certain conditions specified hereinafter.

AND WHEREAS the **MUNICIPALITY** recognises the local community as an important role-player and participant in the legal nature of the **MUNICIPALITY** as envisaged in section 2(b)(ii) of the Systems Act, 2000.

AND WHEREAS the **MUNICIPALITY** within a general spirit of co-operate governance remains committed to its constitutional mandate, without derogating from the general pertinence as articulated in Chapter 7, and more specifically sections 152 and 195 of the Constitution, 1996 read with section 63 of the Local Government Ordinance, 1939 and sections 3 to 7 of the Systems Act, 2000.

AND WHEREAS the **MUNICIPALITY** has the statutory authority and duty to manage and control all public places vested in **COUNCIL**.

AND WHEREAS the **MUNICIPALITY** within a spirit of mutual respect and gratitude for the valuable contribution of its communities, is malleable to grant permission to conduct the activities as per the request of the **CUP**.

AND WHEREAS the purpose and objectives of this agreement are profoundly beneficial to both the local community and the **MUNICIPALITY** alike.

AND WHEREAS the **CUP** is willing and able to execute the operations, procedures and activities subsequent to the terms and conditions provided hereinafter.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS: -

1. Interpretation

- 1.1 Unless clearly inconsistent with or otherwise indicated by the context, the words and expressions captured herein shall bear the meaning of those definitions hereunder: -

- (i) **“agreement”** means the terms and conditions reflected in this document including the **Annexures, Schedules, Addendum(s)** and any subsequent negotiated **Amendments** consequential thereto.
- (ii) **“Approval Committee”** the CUP Approval Committee established by the MUNICIPALITY in terms of clause 4.3 and **“AC”** shall bear the same meaning.
- (iii) **“City Manager”** means the accounting officer of the Municipality appointed as such by the **COUNCIL** in terms of section 82 of the Structures Act, 1998.
- (iv) **“Commencement date”** means the date this document was duly signed by both parties;
- (v) **“Community Upliftment Precinct”** means a group of individuals with demonstrable vested interest in the execution of the activities and compliance with the terms and conditions in this agreement having common objectives, forming a juristic person or legal entity recognised in law such as, but not limited to, co-operatives, firms, partnership, corporations, limited liability company or partnership, union, association, Non-Governmental Organisation (NGO), Non-Profit Civil Rights Organisation (NPCR), Home Owners Association or other community orientated organisation or any combination of the former, capable of suing and being sued in a court of law, recognised and accepted as such, by the **MUNICIPALITY** and the acronym; **“CUP”** is a reference to such juristic person or entity, and includes its’ members, agents, or proxies, as the case may be;
- (vi) **“Constitution, 1996”** means the *Constitution of the Republic of South Africa, 1996*, as amended;
- (vii) **“Council”** means the City of Tshwane Metropolitan Council as described in section 157 of the Constitution, 1996 and established as a **Category A** metropolitan municipality provided for in section 155 of the Constitution, 1996 and more fully described in terms of section 12 of the Structures Act, 1998;
- (viii) **“Electricity By-Laws”** means the **MUNICIPALITY’S** Standard Electricity Supply Laws published under Local Authority Notice No. 1076 in Provincial Gazette Extraordinary No. 227, Vol. 19 of 7 August 2013, as amended or substituted, as the case may be.
- (ix) **“Goods and services”** mean those the kind of goods and services mentioned in the **Operational Plan**.
- (x) **“Group Finance Department”** means the Group Finance Department of MUNICIPALITY.
- (xi) **“IDP priorities”** means the **MUNICIPALITY’S** Integrated Development Plan priorities and objectives adopted in terms of Chapter 4 of the Systems Act, 2000.
- (xii) **“IMSD”** means an Internal Municipal Service Delivery District established in terms of the *City of Tshwane Metropolitan Municipality: Internal Municipal Service District By-Law published under Local Authority Notice 564 in Provincial Gazette No. 191, Vol. 27 of 9 June 2021*, as amended or substituted, as the case may be; and includes the Management Company (NPC) of such **IMSD**

- (xiii) **“Local community”** without restraint shall include all residents, businesses, industries, persons, users of municipal infrastructure and public at large as represented by the **CUP** herein;
- (xiv) **“Local Economic Development and Spatial Planning Department”** means the Local Economic Development and Spatial Planning Department of the **MUNICIPALITY**.
- (xv) **“Local Government Ordinance, 1939”** means the Local Government Ordinance, 1939 (Ord. 17 of 1939), as amended,
- (xvi) **“Metro Police”** means the Tshwane Metropolitan Police Department of the **MUNICIPALITY** and includes its law enforcement officers.
- (xvii) **“Municipality”** means the Municipality of the City of Tshwane or its successor in title as envisaged in section 155(1) of the Constitution established by Notice No 1866 of 2010 in terms of the Structures Act, 1998 and for the purposes of this By-laws shall include a committee or official or group of officials duly delegated in terms of section 59 of the Systems Act, 2000 (Act 32 of 2000) to perform any duties assigned to them in terms of this By-laws, the Municipal Tribunal or the Land Development Officer, where the context so requires;
- (xviii) **“Municipal Administration”** means one or more of the relevant respective administrative departments of the Municipality entrusted by the **City Manager** to assist with the overseeing, implementation and compliance with various aspects of this agreement; as well as any staff member duly authorized by the **City Manager** to exercise any authority or power to ensure compliance with the terms and conditions of this agreement.
- (xix) **“Occupational Health and Safety Act, 1993”** means the **Occupational Health and Safety Act, 1993 (Act 85 of 1993)** read with its’ **Regulations**, as amended; and **“OHS Act, 1993”**, shall have the same meaning.
- (xx) **“Operational plan”** means the municipal approved operational plan referred to in this agreement, submitted by the **CUP** revealing the specific services, actions, standard operating procedures, quality control oversight, administration, norms and standards, and timeframes to be executed by its members in line with the written request by the **CUP** to the **MUNICIPALITY**.
- (xxi) **“precinct”** means the area with boundaries and co-ordinates depicted in **the site plan** and cited in the Schedule of Description, **clause 3.1.6** of this agreement.
- (xxii) **“Public places”** without derogating from the generality thereof, includes: -
- (a) roads, streets, thoroughfares, bridges, overhead bridges, sub-ways, including foot pavements, footpaths, sidewalks, road reserves, and lanes.
 - (b) squares and other open spaces, gardens, parks, public recreational areas, cemeteries and other enclosed spaces.
 - (c) culverts, pylons; traffic infrastructure.
 - (d) dams, canals, reservoirs, water-courses, public sewage distribution system, water-courses, and water-furrows which have been or shall be at any time form part or be appropriated by proper authority for the use and benefit of the public, or to which the inhabitants or Municipality shall at any

time have or acquire or acquired, as the case may be, a common right, vested as such in trust to Council and its' administration to keep the same open, save as prohibited by law, and in good repair so far as practically possible, for the use and benefit of the inhabitants of the Municipality and public at large;

- (xxiii) **"Public Transport By-law"** means the **MUNICIPALITY'S** Public Transport By-laws including its' *Public Transport and Non-Motorised Transport Draft By-Laws* to be promulgated and in the absence of promulgation then the said draft will be deemed as a policy of the **MUNICIPALITY**.
- (xxiv) **"region"** means any one or more of the seven (7) referred to in administrative regions of the **MUNICIPALITY** within which the precinct is situated;
- (xxv) **"Regional Head"** means the Municipal official or officials, appointed by the **MUNICIPALITY** as administrative head to oversee and manage the municipal functions and operations within the region.
- (xxvi) **"Regional Operational Centre"** means the administrative control center of the region in which the precinct is situated, and **"ROC"** shall have the same meaning;
- (xxvii) **"Regional staff"** means such municipal officials dedicated to render municipal services within the region;
- (xxviii) **"Roads and Transport Department"** means the Roads and Transport Department of the **MUNICIPALITY**.
- (xxix) **"Sanitation By-law"** means the **MUNICIPALITY'S** *Sanitation By-Laws published under Local Authority Notice No. 1003 in Provincial Gazette Extraordinary No. 203, Vol. 20 of 23 July 2014*, as amended or substituted, as the case may be;
- (xxx) **"Service Delivery Rapid Response and Intervention"** or **"SDRRI"** means the office of the Executive Specialist: Service Delivery Rapid Response and Intervention Unit in the Office of the City Manager.
- (xxxi) **"Stakeholder"** means a person/s, group, or organization with vested interest in the decision making and activities within the CUP.
- (xxxii) **"Street Trading By-Law"** means **MUNICIPALITY'S** Street Trading By-Laws published under Local Authority Notice No. 550 in Provincial Gazette No. 105, Vol. 11 of 16 March 2005, as amended or substituted, as the case may be.
- (xxxiii) **"Structures Act, 1998"** means the Local Government: Municipal Structures Act, 1998 (Act 117 of 1998); as amended.
- (xxxiv) **"Systems Act, 2000"** means the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000), as amended.
- (xxxv) **"Technical Committee"** the CUP Technical Committee established by the **MUNICIPALITY** and the CUP in terms of clause 4.2 and **"TC"** shall bear the same meaning.
- (xxxvi) **"Variation Directives"** refers to recorded variation reasonable directives which the municipal officials acting within the scope of their delegated authority, may direct the CUP to comply with and **"VD"** or **"VDs"** shall have the same meaning.

- (xxxvii) **“Waste Management By-law”** means the MUNICIPALITY’S Waste Management By-Laws published under Local Authority Notice 1393 in Provincial Gazette No. 274, Vol. 22 of 24 August 2016, as amended or substituted, as the case may be.
- (xxxviii) **“Water Supply By-law”** means the MUNICIPALITY’S Water Supply By-Laws published under Local Authority Notice No. 1004 in Provincial Gazette Extraordinary No. 203, Vol. 20 of 23 July 2014, as amended or substituted, as the case may be;
- (xxxix) **“Wayleave”** means an approved wayleave permission granted in terms of City of Tshwane Metropolitan Municipality: Work in the Public Road Reserve By-Laws published under Local Authority Notice 217 in Provincial Gazette, No. 38 of 19 February 2014, as amended.
- (xl) **“Ward Councillor”** means the Ward Councillor elected during a municipal election in respect of the relevant ward within which the precinct is located.

- 1.2 Any reference to the singular includes the plural and *vice versa*.
- 1.3 Any reference to natural persons includes legal persons and *vice versa*.
- 1.4 Any reference to a gender includes the other gender.
- 1.5 The clause headings in this agreement have been inserted for convenience only and shall not be considered in its interpretation.
- 1.6 Words and expressions defined in any sub-paragraph shall, for the purposes of the clause of which that sub-paragraph forms part, bear the meaning assigned to such words and expressions in that clause.
- 1.7 This agreement shall be governed by and construed and interpreted in accordance with the laws of the **Republic of South Africa**.
- 1.8 Unless the agreement specifically provides otherwise: -
- (a) if either party is required to notify the other in terms of this agreement, such notification shall be of no force or effect unless reduced to writing; which shall include communication by e-mail;
- (b) any notices to be furnished by either party shall be delivered in a timely manner and without delay but in any event not later than thirty (30) days after being required to do so in terms of this agreement.
- 1.9 This agreement shall be interpreted within the context of all other agreements between the parties and in the event of conflicting interpretations then such

interpretation as may render credence to the objectives and spirit of this agreement shall prevail.

- 1.10 Any reference to a By-law shall also include the Municipality's Policy or Policies related to such By-law.

2 PURPOSE

- 2.1 The purpose of this document is to assist the residents, businesses, and local communities to enter into a formal arrangement with the **MUNICIPALITY** to create a legal intervention underpinned by the constitutional values in an open and democratic society to ameliorate and enhance the areas of their local living environment where the need therefore exist.
- 2.2 The objective of this document is to empower the local community to assume ownership of their local living environment i.e., precinct plan by rendering **goods and services** of the kind mentioned in **the Operational Plan** in a feat to ameliorate, enhance and maintain, as the case may be, of particular public infrastructure and amenities disclosed in the **operational plan**, to the benefit of all at the expense of the **CUP**. It is recorded that the **operational plan** will be reviewed, updated and amended as and when required by the **Regional Head**; provided that such request shall be exercised whilst observing fairness and justifiable reason.
- 2.3 This agreement constitutes a record of the initial terms and conditions between the parties as to their internal arrangements, relationships, interactions, methods of working and co-operation to achieve the objectives stated herein as more clearly defined in **the Operational Plan** provided that the same may be amended or supplemented as and when the need arises.
- 2.4 The **Agreement *inter alia*** identifies and define the reciprocal wants and needs of the parties, within a framework of mutual understanding, in order to avoid or mitigate possible future conflict or misunderstanding between the parties to ensure proper control and governance in respect of public places and public infrastructure.
- 2.5 The scope of this agreement may be amended by mutual agreement between the parties from time to time as the need arises.
- 2.6 **MUNICIPALITY** may for compelling reasons of identification, proper governance, public imagery, or branding, insist on change or supplementation of the name(s) or branding of the **CUP**.

- 2.7 The branding of the **CUP** for marketing or other purposes shall be subject to the written approval of the **MUNICIPALITY, of which** approval may not unreasonably be withheld.
- 2.8 It is recommended that the CUP co-ordinate their request to uplift their precinct, with their Ward Councillor.
- 2.9 This agreement automatically ceases if the status of the **CUP** changes.
- 2.10 In the event where the CUP provides infrastructure on a voluntary basis, neither the **CUP** nor his/her Service Provider will have any entitlement / no prospect whatsoever to benefit from any future tender in this regard.

3 LEVEL OF GOODS AND SERVICES

3.1 Nature of Agreement:

- 3.1.1 The Parties agree at the onset that the objects of local government are: -
- (a) to provide democratic, transparent, and accountable government for local communities.
 - (b) to ensure the provision of services to communities in a sustainable manner.
 - (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 organisations in the matters of local government.
- 3.1.2 The Parties shall, within their financial, operational, and administrative capacity, strive to achieve the objects set out above subject to the following objectives:
- a) promote the local economic development of the area;
 - b) contribute to enhancing the social, economic, and spatial integration of the area.
 - c) enable communities to promote a healthy and safe environment within their areas.
 - d) promote active citizens - Active citizenship means people getting involved in their communities, participating in public meetings, social groups and community projects.
 - e) create ownership of neighbourhoods by protecting public infrastructure and assisting in the maintenance and community safety of the neighborhood.

- f) being engaged citizens that actively participate in their community by doing good to help others to the greater benefit of the respective community.

3.1.3 The Parties specifically record that the **CUP** shall always be an independent and separate legal entity competent to sue or be sued in a court of law and shall have no authority or pretend to act as an agent of the **MUNICIPALITY** or bind the **MUNICIPALITY** in any way except as otherwise expressly recorded in this agreement.

3.1.4 The nature of the agreement between the parties is to co-operate with each other within a positive and constructive spirit where the parties shall engage with one another in the *utmost good faith*, and *trust* and undertake to do so in a manner which does not compromise the legal position or public image of the other and no part of this agreement shall be interpreted in a way which suggests that the parties are partners or engaged in a joint venture or the like, save to record that the **MUNICIPALITY** shall remain committed to the plight of the **CUP** to the extent that it acts within the scope of its' mandate pronounced herein.

3.1.5 **MUNICIPALITY** and the **CUP** will consult with each other on a regular basis concerning the fulfillment of this agreement, as well as planning and provision of continued services to the community. Consultation shall occur either through a process of written reports and oral reports as well as *personal interaction*, *Variation Directives (VD's)* from the **MUNICIPALITY**, *e-Mails*, *observation*, or where feasible, the *E-Tshwane* portal, subject thereto that an amendment of this agreement shall only be valid if reduced to writing and signed by or on behalf of both parties; provided that any one of the parties will be entitled to call for a meeting to discuss matters pertinent relating to this agreement. Such meeting request shall be called for by giving the other party prior reasonable notice together with an agenda of the all the matters to be discussed.

It is specifically recorded that the Wayleave By-Law be observed when any work is done by the CUP. Work not requiring a Wayleave is limited to work with a short duration and with minimal effect on existing Services, Traffic and Pedestrians.

Typical examples of work not requiring a Wayleave are:

- a) Routine maintenance of services in the public road reserve which does not require excavation, traffic control, or reinstatement of roads and verges.
- b) Any work that relates to maintaining the vegetation in the Road reserve through cutting, removing, or relocating of plants
- c) The placement of advertising material on or within structures pre-erected for that purpose
- d) The erection of signs and road furniture with or without outdoor advertising, where foundation excavations do not exceed a depth of 350 mm.
- e) Temporary division of traffic for public events such as sport events, mass action, parades, etc.

- 3.1.6** This **Agreement** provides for a further and specific array of terms and conditions for service delivery by the **CUP** within the precinct described in **Annexure A** to the Memorandum of Understanding (MOA).
- 3.1.7** The parties shall vociferously perform their respective responsibilities, duties, and services diligently in a professional and transparent manner and refrain from any pernicious conduct.
- 3.1.8** The Goods and Services will be delivered according to the **Operational Plan**.
- 3.1.9** Where the application involves new material of any kind (e.g. plants, trees, cement, bricks, steel but not limited to same), the Applicant is responsible to finalise the project within a reasonable time and remove any material not used, within 7 days of completion of the project alternatively within 7 days after the Municipality has instructed the Applicant to do so in the case where the project is not finalised.
- 3.1.10** Where the Applicant abandons the project and/or fails to remove material as instructed, the Municipality may remove and sell the material to cover costs incurred by it.
- 3.2** The **MUNICIPAL ADMINISTRATION** shall consider such further request(s) for the broadening of the scope of services and activities reflected in this agreement, as the case may be, of goods and services from the **CUP** in addition to those recorded herein and, if approved, such approval shall likewise constitute an amendment of its mandate in accordance with this agreement as if incorporated from the date of written approval; provided that the said **MUNICIPAL ADMINISTRATION** may, but not be compelled thereto, condone any services rendered in the absence of prior approval pending an application therefore by the **CUP**.
- 3.3** Save for the provision of **clause 3.2** above the **CUP** shall refrain from any other services not approved by the **MUNICIPAL ADMINISTRATION**.
- 3.4** The **MUNICIPAL ADMINISTRATION** shall keep a proper record and comprehensive paper trail for auditing purposes of all affairs, including amendment of the agreement and communication with the **CUP** who shall be obliged to do likewise.
- 3.5** It is recorded that the **CUP** will not be legally obliged to render the goods and services in terms of this agreement save to mention that if and when it does so, the same is done on a completely voluntary basis subject to maintaining the norms, standards and operating procedures required by the **MUNICIPAL ADMINISTRATION** and the **MUNICIPALITY** will not be obliged to compensate

it for such goods and service; provided that where practically possible and feasible, the **MUNICIPALITY** shall make available such resources in assistance of the endeavors, projects, and activities of the **CUP**.

- 3.6** More than one community organization will be allowed within a specific precinct on condition that each group is clearly recognizable.
- 3.7** The **CUP** shall liaise and obtain the approval of **municipal departments** as may be indicated by the **MUNICIPAL ADMINISTRATION** to execute the Operational Plan (Annexure B). This approval might be subject to terms and conditions as the Municipal Departments deem prudent.

4. OBLIGATIONS OF THE MUNICIPALITY

The Municipality will continue to render its normal municipal rudimentary services in respect of services such as, but not limited to, electricity supply, street lighting, waste removal, cleaning of public spaces, water supply, sanitation, traffic policing, traffic signs and robots, roads, and stormwater, unless otherwise agreed with the **CUP**.

5. OBLIGATIONS OF THE CUP:

- 5.1** The **CUP** will manage the provision of a limited internal municipal service as intended in this agreement within its boundaries only in that part of the municipality for which it has been established on the required standards and norms as agreed to in line with the **Spatial Development Framework** and **Integrated Development Plan** of the **MUNICIPALITY**.
- 5.2** The **CUP** shall always, as far as reasonably possible, with the resources at its' disposal, ensure compliance with the laws and regulations of the Republic of South Africa, including but not limited to, the Municipality's *Wayleave, Water Supply, Sanitation, Electricity, Street Trading, Public Transport, Waste Management By-Laws*. It is recorded that no permission sanctioned in terms of this agreement shall be interpreted as a waiver by the **MUNICIPALITY** of compliance with any legislation, regulation, by-law, or policy unless expressly agreed thereto in writing.
- 5.2.1.** It is specifically recorded that this CUP approval does not allow or condone any building operations or activities in respect of which an application and approval is required in terms of the National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977).
- 5.3** The **CUP** shall observe and comply with the following guiding principles: -

- 5.3.1 The use of local community organizations within the precinct as far as feasible and practical for rendering goods and services within the precinct.
- 5.3.2 Encourage the local community to constructively participate in determining *wants* and *needs* for the optimal and efficient operations of the **CUP** and incite a positive and constructive culture towards its' activities. In so doing, it will promote active participation by the community and create a sense of ownership of neighborhoods.
- 5.3.3 Every **CUP** shall ensure that their employees or agents comply with health and safety regulations and not least Occupational and Health Regulations in terms of the **OHS Act, 1993**.
- 5.3.4 Health and safety equipment and protective clothing as required by law must be provided to all individuals in the execution of tasks and activities of the **CUP**.
- 5.3.5 The **CUP** shall ensure that the site on where they are working, clothing and identification of members or workers executing activities pursuant to this agreement will be such that their affiliation is readily and easy to determine.
- 5.3.6 Every **CUP** must develop their own **Standard Operating Procedures** that describe the activities necessary to complete tasks in accordance with the City of Tshwane's norms and standards. The standards will be coordinated by the different **Service Delivery Departments** and the **Regional Operational Centre** and the **CUP** shall be obliged to comply with the reasonable directives of the **Service Delivery Departments** and **ROC**.
- 5.3.7 The **CUP** shall in the exercise of their actions ensure that that it do so in a manner that is aligned with the procedures, norms, standards, and specifications of the **MUNICIPALITY**; provided, and without absolving it from its legal obligation(s) in terms hereof or otherwise, should it fail to observe the same it will rectify any such failure without delay when called upon to do so by the **MUNICIPALITY**.
- 5.3.8 It is recorded that the **CUP** shall not render any goods or services within an **IMSD duly established** unless agreed thereto by **MUNICIPALITY** and such **IMSD**.
- 5.3.9 It is recommended that the **CUP** establish and maintain a **website** or **Facebook platform**, and where possible, a **WhatsApp communication group** to improve communication with its members and inform the **MUNICIPALITY** about such communication channels.

6. PUBLIC LIABILITY INSURANCE

- 6.1 The **CUP** must ensure that it has and maintains appropriate **public liability insurance** and **SASRIA (South African Special Risks Insurance Association) coverage** to the satisfaction of the **MUNICIPAL ADMINISTRATION** in place before it commences with its activities and operations.
- 6.2 Without prejudice to any of the rights of the **MUNICIPALITY** arising from the provisions of this agreement or in general, the **CUP** shall indemnify and keep harmless the **MUNICIPALITY** against all losses, claims, costs, demands or expenses (including legal or other professional fees) whatsoever which may arise because of any act or omission of the **CUP** or breach of any provision of this agreement.
- 6.3 The provisions of this clause shall remain effective and in force despite the termination of this agreement.

7. ACCESS TO INFORMATION

- 7.1 The parties shall have the right of access to information belonging to each other that will assist the **MUNICIPALITY** and the **CUP**, alike in its planning endeavors and drawing up of Urban Management Plans, Township Development, Business Plans, Integrated Development Planning, preparation for Service Delivery initiatives and general compliance.
- 7.2 The parties shall provide accurate and concise information timeously to each other. The nature and extent of the information shall inform the requirement on timeous information.

8. DEADLOCKS AND DISPUTES

- 8.1 Any disputes or differences arising out of this agreement will be resolved through a process of negotiations between the **City Manager** or his nominee on his behalf and the **CUP** and the **WARD COUNCILLOR** within whose area the **CUP** is located.
- 8.2 In the event of a deadlock between the parties the matter shall be put to the vote to be resolved by **the Council** or such alternative dispute resolution process agreed upon; failing of which the Council shall have the final word on the matter.



9. BREACH

- 9.1 Should the **CUP** breach any of the terms or conditions of this agreement and persist in its failure to remedy the same within **fourteen (14)** days after receipt of a notice to rectify, then the **MUNICIPAL ADMINISTRATION** shall forthwith notify the **City Manager** of such breach whereafter the **City Manager** shall be at liberty to take such action as he / she may deem appropriate to ensure that the objectives of the **CUP** are achieved.
- 9.2 Notwithstanding **clause 9.1** above, the City Manager shall have a discretion to terminate this agreement with immediate effect if such termination is found to be in the best interest of public; provided that such discretion shall, whilst observing the rules of natural justice, be sound, objective, and compelling reasoning and fairness, be judicially exercised. Such notice of termination shall reflect the reason(s) for termination.

10 PERSONNEL

- 10.1 Each party shall, always, be solely responsible for their personnel, members, agents or proxies, as the case may be, and nothing contained in this agreement may be construed as constituting any legal relationship other than what is agreed herein.
- 10.2 Persons appointed by the **CUP** shall have no legal claim or expectancy to be employed by MUNICIPALITY whatsoever, neither to act on behalf of the **MUNICIPALITY** nor to be appointed as such.

11 VIS MAIOR

In the event of any delay in performance by either party due to any cause arising from or attributable to acts, events, non-happenings, omissions, accidents or Acts of God beyond the reasonable control of such party (including, but not limited to, strikes, lock-outs, shortage of labour, civil commotion, riots, war, threat of or preparation for war, breaking off of diplomatic relations, fire, explosion, sabotage, storm, flood, earthquake, fog, subsidence, pestilence or epidemic, machinery breakdown, failure of plant or collapse of structure, voluntary or mandatory compliance with any direction, request or order of any person having or appearing to have authority, inability to obtain suitable raw material, equipment, components or transportation, experience and as a result of vis major, or any other cause or contingency beyond the control of that party), the party affected thereby shall be under no liability for loss or injury suffered by the other party as a result thereof and the performance of such obligation by the party affected thereby shall be suspended during such delay and upon cessation of the cause of such delay, this agreement shall again become fully

operative and such affected party shall immediately rectify such delay in performance, if in the control of the party provided that, if such delay pertains to a material obligation of the party affected by such event of vis major and such delay shall exceed **fourteen (14) days**, either party shall be entitled to terminate this agreement by written notice to the other.

12. INDEMNITY

12.1 Each Party herewith indemnifies and holds harmless the other Party from any action or claim of any nature whatsoever that might be brought by any person whatsoever against the Party as a result of any personal loss, injury or damage arising directly or indirectly from any act or omission on the part of other Party or its employees, agents or subcontractor, relating to or incidental to this Agreement, or otherwise, as the case may be.

12.2 Each Party agrees that it shall have no action or claim of whatsoever nature against the other Party for any personal injury, loss or damage that the Party may sustain, and which arises from or otherwise relates to this Agreement, save insofar as such claim may be caused by any grossly negligent act or omission on the part of the Party.

13. CESSION AND ASSIGNMENT

No Party shall cede or assign or make over the Agreement or any part thereof or any benefit, obligation or any share or interest therein, to any other person / Group without the prior written consent of the other party.

14. DOMICILIA CITANDI ET EXECUTANDI AND NOTICES

The parties hereto choose *domiciliae citandi et executandi* for all purposes and intents hereof the following as their respective addresses: -

14.1. The MUNICIPALITY: -

Physical address:

Office of the City Manager
Block D
2nd Floor
Tshwane House
320, Madiba Street
Pretoria
0002

Postal address:

P.O. Box 6338
Pretoria
0001

Contact numbers:

E-mail: citymanager@tshwane.gov.za
Tel: 012-358 4901 or 012-358 4904
Fax: 012-358 1112 or 012-358 6660; or
086 214 9544

Regional Head Region 6

Mrs Persia Sekati

Cellular number: 078 827 0524
Tel: 012 358 5895
E-mail: PersiaM@tshwane.gov.za

SDRRI: Inner City Unit

Mr. Bernard Hanekom

Cellular Number: 083 442 2868
Tel: 012-358 8710
E-mail: bernardh@tshwane.gov.za

Mr. Lodie Venter

Cellular Number: 061 440 8228
Tel: 012-358 7883
E-mail: Lodiev@tshwane.gov.za

14.2. CUP

Physical address:

81 Camellia Avenue
Lynnwood Ridge
Pretoria
0081

Postal address:

81 Camellia Avenue
Lynnwood Ridge
Pretoria
0081

Contact numbers of the CONTACT PERSON:

Mr. Aris Ruyter

Tel : 0836526774

E-mail : aris@alphasecurityforum.co.za



- 14.3. Any notice given by either party to the other shall be deemed to have been properly served for all legal purpose and intent and be deemed to have come to the other party's knowledge.
- 14.3.1. on the same date on which same was delivered to the addressee's chosen *domicile*, if served by way of hand delivery; or
- 14.3.2. on the same date on which the same was dispatched by e-mail or the other electronic destinations / addresses chosen electronic by the parties.
- 14.4. Any party shall be entitled from time to time, to inform the other party by way of written notice of the change of its chosen *domicilium* address to any other address within the jurisdictional area of the Municipality, which address may not be post office box or poste restante; provided that the parties will be entitled to rely on the last known address of the other, as the address of the agreed *domicilium citandi et executandi*.
- 14.5. All notices by any one party hereto shall be in writing and addressed to the other party's chosen *domicilium citandi et executandi* as contemplated above. An e-mail or other electronic readable message shall for all intent and purpose be deemed a written notification for purpose of this agreement.

15 DURATIONS OF AGREEMENT AND RENEWAL

- 15.1 This Agreement forms part of the legal term of a **CUP**, and lapses when the **CUP** no longer exists for whichever reason.
- 15.2 This agreement shall commence on the commencement date and shall continue for a period of **three (3) years**, subject to the **MUNICIPALITY** terminating the agreement on **three (3) months'** written notice to the **CUP** prior to the lapsing of the said initial period; failing which it shall be deemed that the agreement was extended on the same terms and conditions read with CUP for another period of **three (3) years**.
- 15.3 It is specifically recorded that this Agreement shall lapse if the **CUP** is disestablished, or the agreement is terminated.
- 15.4 The **MUNICIPALITY** may terminate this agreement with the **CUP** in writing with three (3) months prior written to **CUP** where a change in the **IDP priorities** compels a termination or, **subject to clause 9**, upon failure of the **CUP** to comply with the terms and conditions herein.