

DEPARTMENT OF ECONOMIC DEVELOPMENT AND TOURISM
DEPARTEMENT EKONOMIESE ONTWIKKELING EN TOERISME
UMNYANGO WEZOKUTHUTHUKISWA KOMNOTHO NEZOKUVAKASHA
LEFAPHA LA TLHABOLOLO YA EKONOMI LE BOJANALA

To: B. Fowle

Metlife Towers
Market Square
Private Bag X6108
KIMBERLEY
8300
Republic of South Africa
Tel : +27 - 053 - 839 4013
Fax : +27 - 053 - 831 3668
Email :

Enquiries :
Dipatlisiso: Ms.H. Dipico
Imibuzo :
Navrae :

Reference :
Tshupelo : H3.3.3.2
Isalathiso :
Vervysing:

Date :
Leshupelo: 27 July 2018



To: Mr. GS. Mabilo
Acting Head of Department

MEMORANDUM OF AGREEMENT ENTERED INTO BY THE DEPARTMENT OF ECONOMIC DEVELOPMENT AND TOURISM AND DAWID KRUIPER LOCAL MUNICIPALITY

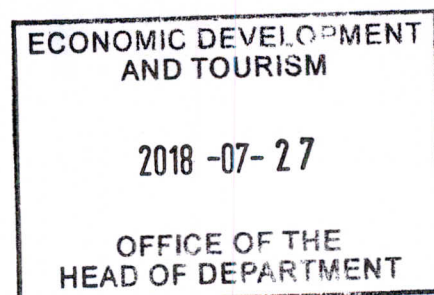
Attached hereto, please find the above mentioned agreement.

The legal Service unit has perused the agreement and find the contents thereof in order. Each party is responsible for its own costs in respect of the execution of the agreement in accordance with clause 5 of the agreement.

The Head of Department may proceed to append his signature on the agreement.

Regards

ADV. M. PHERA
CHIEF OPERATIONS OFFICER



CONFIDENTIAL



DEPARTMENT OF ECONOMIC DEVELOPMENT AND TOURISM

DEPARTEMENT EKONOMIESE ONTWIKKELING EN TOERISME

UMNYANGO WEZOKUTHUTHUKISWA KOMNATHO NEZOKUVAKASHA

LEFAPHA LA TLHABOLOLO YA EKONOMI LE BOJANALA

Metlife Towers
Market Square
Private Bag X6108
KIMBERLEY
8300
Republic of South Africa

Tel : 053 802 1645
Fax :
Email : smithm@ncpg.gov.za

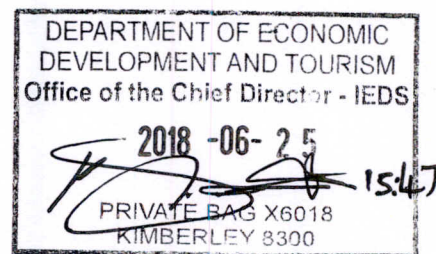
Enquiries : Ms M Smith
Dipatlisiso:
Imibuzo :
Navrae :

Reference : L.1.2.1.1.2
Tshupelo :
Isalathiso :
Verwysing:

Date : 25/06/2018
Leshupelo :
Umhla :
Datum :

To: **Mr G. S. Mabilo**
Acting Head of Department

From: **Mr D. Christians**
Executive Manager: IEDS



Dear Sir

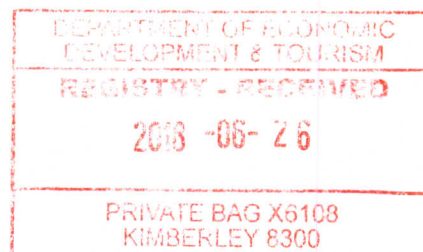
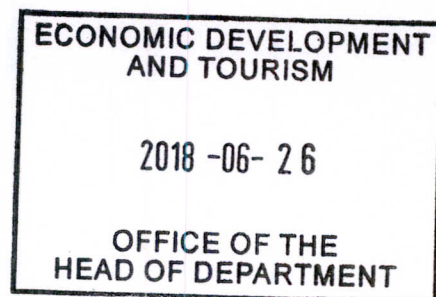
RE: MEMORANDUM OF AGREEMENT ENTERED INTO BY DEDAT AND DAWID KUIPER LOCAL MUNICIPALITY

The above refers.

Attached please find the abovementioned Memorandum of Agreement entered into between Department of Economic Development and Tourism (DEDaT) and Dawid Kuiper Local Municipality for your perusal and signature thereof.

Kind Regards

MR. D. CHRISTIANS
EXECUTIVE MANAGER: IEDS



RESTRICTED

MEMORANDUM OF AGREEMENT

ENTERED INTO AND BETWEEN THE DEPARTMENT OF ECONOMIC DEVELOPMENT AND
TOURISM REPRESENTED HEREIN BY

MR. G. S. MABILO

.....
BEING AUTHORISED TO SO ACT ON BEHALF OF THE DEPARTMENT OF ECONOMIC
DEVELOPMENT AND TOURISM; AND

DAWID KRUIPER LOCAL MUNICIPALITY HEREIN REPRESENTED BY

MR. E. NTOBA

.....
BEING AUTHORISED TO SO ACT ON BEHALF OF DAWID KRUIPER MUNICIPALITY

CF
GSM
nu

DEFINITION

ACTION PLAN: Contains a description of the specific tasks and activities necessary to implement the projects.

ANCHOR PROJECTS: A catalyst project which can be seen as a main initiative from which other projects can be established.

DEDAT: Department of Economic Development and Tourism

DM: District Municipality

EPWP: Extended Public Workers Program

IDP: Integrated Development Plan


LED: Local Economic Development - is an approach to sustainable economic development that encourages residents of local communities in partnerships to stimulate local economic activity that will result in, inter alia, an improvement in the quality of life for all in the local community.

LM: Local Municipality

NDP: National Development Plan

REDS: Regional Economic Development Support

CF
GPM
nu



1. PURPOSE

This Memorandum of Agreement (MOA) sets out the terms by which Department of Economic Development and Tourism and Dawid Kruiper Municipality will work together to develop the LED Strategy and implementation plan for Dawid Kruiper Municipality. DEDaT aims to support LED catalyst projects within the Municipal area to ensure that the local investment climate is functional for local businesses by rendering support.

This agreement will remain in effect from **01 July 2018 to 31 March 2019**. The **Director of REDS** will be the key contact for the **Department of Economic Development and Tourism** for this project and the **Director Development and Planning** will be the key contact for **Dawid Kruiper Municipality** for this project. These individuals are responsible for ensuring the conduct of the activities listed below.

Through this agreement, Department of Economic Development and Tourism commits to review the LED strategy and Implementation plan for Dawid Kruiper Municipality.

2. ROLES AND RESPONSIBILITIES

2.1. Responsibilities of Department of Economic and Tourism

- a. Assign a dedicated team for research and development of the Strategy.
- b. DEDaT to assist Dawid Kruiper Municipality with Statistical data.
- c. Prepare documents as per inception report:
 - Statistics,
 - Opportunity profile,
 - LED framework,
 - LED Strategy,
 - Implementation,
 - Provide the Municipality with one electronic copy of the LED Strategy,
 - Provide the Municipality with one hard copy of the LED Strategy.

2.2. Responsibilities of Dawid Kruiper Municipality

- a. Allow for Cooperation and access to information (source documents) required for development of the strategy.
- b. Dedicated team members for access to information and ensure skills transfer.
- c. Consider and adopt the following:
 - Inception report,
 - Draft LED strategy,
 - Proposed LED strategy,
 - Implementation plan,
 - Arrange, Coordinate and provide venue for stakeholder consultation as per agreement
 - Documents for council, officials and community to be prepared by the municipality.

3. ASSIGNED TEAMS

3.1 Assigned team of Department of Economic and Tourism

- Sub-Programme Director: REDS Office
- Assistant Director: REDS, ZF Mgcawu District

- 3.2 Assigned team of Dawid Kruiper Municipality;
- Councillor responsible for LED
 - Director Development and Planning
 - LED Manager and IDP Manager
 - LED Officer and IDP Officer
 - LED Administrator and IDP Administrator

3.3 Project Teams

The project team for the review of the Dawid Kruiper Municipality LED Strategy will consist out of two teams, namely:

- I. Management team, which consist of:
 - a) Sub-Programme Director: REDS & EPWP Office
 - b) Assistant Director: REDS, ZF Mgcawu District
 - c) Councillor responsible for LED
 - d) Municipal Manager
 - e) Director Development and Planning
 - f) LED Manager and IDP Manager
 - g) LED Officer and IDP Officer
 - h) LED Administrator and IDP Administrator
- II. Working team, which consist of:
 - a) Assistant Director: REDS, ZF Mgcawu District
 - b) Director Development and Planning
 - c) LED Manager and IDP Manager
 - d) LED Officer and IDP Officer
 - e) LED Administrator and IDP Administrator

From the Department's side the Project Leader will be the Director REDS and the Project Manager will be the Assistant Director: REDS, ZF Mgcawu District. It is recommended that the Municipality also assign a Project Leader and Manager.

3.4 Order of meetings

The Working Committee meetings shall be conducted on a weekly basis and the Management Committee meetings on a monthly basis. The meeting will be chaired by the Local Municipality on both committees.

4. DURATION OF THE AGREEMENT

This agreement will be in effect from **01 July 2018** till **31 March 2019** and may be updated at any time through written agreement of each partner. Either party can terminate the agreement with 30 days written notice.

5. TERMS AND CONDITIONS.

It is mutually understood and agreed by and between the parties that:

- 5.1. Each party takes legal and financial responsibility for the actions of its respective employees, officers, agents, representatives and volunteers. Each party agrees to indemnify, defend and

LF
GTM
nu

hold harmless the other to the fullest extent permitted by law from and against any and all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the indemnifying party's acts or omissions related to its participation under this Memorandum of Agreement, and each party shall bear the proportionate cost of any damages attributable to the fault of such party, its officers, agents, employees and independent contractors. It is the intention of the parties that, where fault is determined to have been contributory, principles of comparative fault will be applied.

- 5.2. Each party, at its sole cost and expense, shall carry insurance or self-insure to cover its activities in connection with this MOA, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers' compensation and business automobile liability adequate to cover its potential liabilities hereunder.
- 5.3. This MOA may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.
- 5.4. This MOA may be terminated by mutual agreement of the parties, and shall automatically terminate upon completion of all responsibilities as stated herein, unless otherwise amended.

6. DOMICILIUM OF THE PARTIES

6.1. The Parties choose as domicillum citandi for all purposes arising out of this agreement for service of notices and legal documents at the following addresses:

Department of Economic Development and Tourism:

Physical Address:

Metlife Towers
Market Square
Kimberley
8300

Postal Address

Private Bag X6108
Kimberley
8300

E-mail: Hlouw416@gmail.com

Tel: 053 839 4000

Fax: 053 831 3668

Dawid Kruiper Municipality:

Physical Address:

Mutual Street
UPINGTON
8800

Postal Address

PRIVATE BAG X 6003
UPINGTON
8800

Email: manager@dkm.gov.za

Tel: 054 338 7000

Fax: 054 338 7350

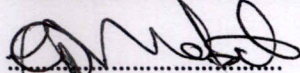
6.2. In the event of correspondence being sent by prepaid registered post to the MUNICIPALITY'S chosen domicile, there shall be an irrefutable presumption that the correspondence reached the DEDaT four (4) days after posting of the said prepaid registered correspondence.

6.3. In the event of the DEPARTMENT OF ECONOMIC DEVELOPMENT AND TOURISM e-mailing, telefaxing or hand delivering documents to the FUNDER at his chosen domicile, there shall be an irrefutable presumption that the documents so delivered shall have been received by the MUNICIPALITY at his chosen domicile the day following upon which the correspondence was e-mailed, faxed or hand delivered.

6.4. Either party shall be entitled to change his domicile by giving written notice to the other party of such intended change.

7. SIGNATURES

THUS, DONE and SIGNED for and on behalf of the **DEPARTMENT OF ECONOMIC DEVELOPMENT AND TOURISM** at KIMBERLEY on this 1ST day of AUGUST 2018



Mr. G. S. Mabilo
Acting Head of Department

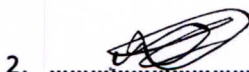
in the presence of the undersigned witnesses:

As witnesses

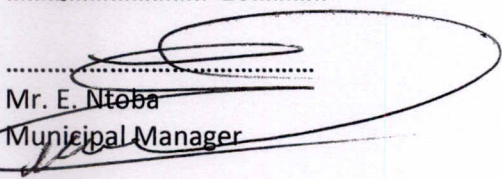
1.



2.



Signed for and on behalf of **DAWID KUIPER MUNICIPALITY** at Upington on this day of 1st June 2018



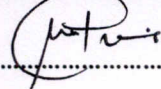
Mr. E. Ntoba

Municipal Manager

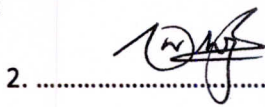
in the presence of the undersigned witnesses:

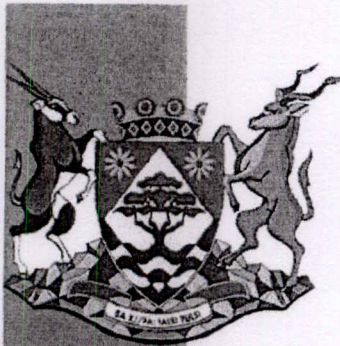
As witness 1:

1.



2.





DEPARTMENT OF ECONOMIC DEVELOPMENT AND TOURISM
DEPARTEMENT EKONOMIESE ONTWIKKELING EN TOERISME
UMNYANGO WEZOKUTHUTHUKISWA KOMNTHO NEZOKUYAKASHA
LEFAPHA LA TLHABOLOLO YA EKONOMI BOJANALA

Metlife Towers
Market Square
Private Bag X6108
KIMBERLEY
8300
Republic of South Africa
Tel : +27 - 053-802-1638/29
Fax : +27 -086 602 6100
Email : hlouw416@gmail.com

Enquiries :
Dipathiso :
Imibuzo : Mr H. Louw
Navrae :

Reference :
Tshupelo :
Isalathiso :
Verwysing :

Date :
Leshupelo :
Umhla : 31 May 2018
Datum :

SUBJECT: SUPPORT FOR THE DEVELOPMENT OF THE LED STRATEGY

The Department of Economic Development, and Tourism (DEDaT), Regional Economic Development Support (REDS) sub-programme hereby commits to support Dawid Kruiper Local Municipality 2018/19 financial year for the development of their LED Strategy, pending the signing of the Memorandum of Agreement between the Dawid Kruiper Local Municipality and (DEDaT) Department of Economic Development and Tourism.

Kind regards,

Mr. H Louw
Director: REDS Unit

CONFIDENTIAL