

MEMORANDUM OF UNDERSTANDING

Entered into by and between

The Directorate:
Transport for Cape Town
(Herein after referred to as “TCT”)

and

The Directorate: Safety and Security
(Herein after referred to as
“Safety and Security”)



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD



TDA
CAPE TOWN

*The City of Cape Town's Transport
and Urban Development Authority*

1. PREAMBLE

WHEREAS in terms of the TCT Bylaw No. 7208 of 2013, transport enforcement is a critical element to the sustainability of the entire transport lifecycle; and

WHEREAS TCT is responsible for ensuring and facilitating transport enforcement to enable safe and secure public transport in the City of Cape Town ('the City'); and

WHEREAS TCT and Safety & Security agree to cooperate in order to achieve a Transport Enforcement Model ('the Model) and the outputs as described herein.

NOW THEREFORE THE PARTIES HERETO HAVE AGREED EACH WITH THE OTHER:

2. DEFINITIONS

In this Agreement the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- (a) **"Agreement"** shall mean this Agreement together with Schedules and Annexures;
- (b) **"Commencement Date"** means the date of the last party signing;
- (c) **"Coordinator"** shall mean the persons designated as such by the Parties for the purposes of this Agreement. Any such appointment shall be confirmed in writing;
- (d) **"NLTA"** shall mean the *National Land Transport Act, 2009 (Act No. 5 of 2009)*;

- (e) **"The Law"** shall mean any applicable law, proclamation, ordinance, Act of Parliament or other enactment having the force of law;
- (f) **"The Parties"** shall mean collectively TCT and the Safety and Security Directorate

3. INTERPRETATION

3.1 Unless inconsistent with the context, an expression which denotes:

- (a) a natural person includes a juristic person and vice versa;
- (b) the singular includes the plural and vice versa.

3.2 The headings of the clauses of this Agreement shall not be deemed part of or affect the interpretation or construction thereof.

4. PURPOSE

The purpose of this Agreement is to confirm the Parties' commitment to cooperate to achieve the outcomes as envisaged in clause 6 herein in order to realise a Transport Enforcement Model (the Model).

5. THE PARTIES

The Parties to this Agreement are;

- 5.1 **Transport for Cape Town** represented herein by **Melissa Whitehead** in her capacity as the **Commissioner: Transport of Cape Town**; and
- 5.2 the **Safety and Security Directorate** represented herein by **Richard Bosman** in his capacity as **Executive Director: Safety and Security**.

6 AREAS OF PARTNERSHIP, ACTION AND ENVISAGED OUTCOMES

6.1 The Parties hereby agree to work in partnership with one another and action the following:

- (a) The Traffic Services Department within Safety & Security is to establish a Transport Enforcement Command. The Transport Enforcement Command shall at the outset be composed of the existing IRT & PTI units (87 Law Enforcement Officers), the existing BMT Lane Unit (13 Traffic Officers), the existing Public Transport Unit (36 Traffic Officers) and the proposed additional 20 Traffic Officers recommended in (g) below.
- (b) TCT shall appoint the Manager: Transport Enforcement, and investigate the resourcing requirements of the Transport Enforcement Branch within the TCT Network Management Department.
- (c) That TCT, according to a business plan for transport enforcement develop appropriate business intelligence capacity for transport enforcement.
- (d) TCT in consultation with the Safety & Security develop a transport enforcement business plan and a joint transport enforcement performance management system.
- (e) TCT and Safety & Security conclude a comprehensive agreement in terms of (d), including key performance indicators, to form the basis of performance oriented service delivery and investment in the Transport Enforcement Command referred to in clause (a) above.
- (f) A mechanism and process be explored and then rolled out for the 13 traffic officers and 30 law enforcement officers currently appointed on short-term employment contracts to be made permanent employees of the City of Cape Town, subject to (e).
- (g) An additional 20 traffic officers as referred to in (a) be appointed to carry out the functions in accordance with (c) which amongst others includes the removal of the large number of illegal minibus taxis competing with MyCiTi services and the illegal use of bus lanes, in accordance with (e) above.
- (h) TCT to investigate its inspectorate and regulatory functions in terms of the NLTA and make proposals for funding, implementation and management thereof.

- (i) TCT to investigate the decriminalization of certain transport offences and the related management process within the context of (h)
- (j) TCT to investigate, in consultation with Safety & Security, the enhanced use of technology including, but not limited to, CCTV (Close Circuit Television) and ANPR (Automatic Number Plate Recognition) for transport enforcement.
- (k) A progress report on the implementation of (a) to (j) above, to be submitted to the Mayoral Committee within 6 (six) months of the commencement date and then annually thereafter.
- (l) That a study tour by identified officials from TCT and Safety & Security, of at least 1 (one) week be undertaken to TfL to enable the Transport Enforcement Model to be assessed, evaluated and translated to the City of Cape Town where applicable and to give guidance to the actions above.

7 PROGRESS REVIEWS

- 7.1 Progress review sessions will take place quarterly from the Commencement Date and will be facilitated and co-chaired by the Commissioner: Transport for Cape Town and Executive Director: Safety & Security with the objective of measuring the progress towards achieving the outcomes as envisaged in clause 6 above.
- 7.2 A progress review report is to be produced and a copy provided to each Party.

8 UTMOST GOOD FAITH

- 8.1 In the implementation of this Agreement the Parties undertake to observe the utmost good faith in all their dealings with each other.
- 8.2 Furthermore, the Parties agree to co-operate fully with each other.

9 REPORTS

- 9.1 The Parties shall have the right at any time to call for a written report on any matter under this Agreement in order to determine whether the other party is complying with its obligations in terms hereof.
- 9.2 The above mentioned report shall be submitted to the other Party within 30(thirty) days from date of receipt of a written request for such report.

10 THE PARTIES OBSERVANCE OF APPLICABLE LEGISLATION

For the entire duration of this Agreement, the Parties shall ensure that they comply with all Laws which may have application to this Agreement.

12 AUTHORITY OF THE CO-ORDINATOR(S)

- 12.1 The Co-ordinators shall have the authority to issue any approved instruction relating solely to the terms and conditions of this Agreement.
- 12.2 For the purposes of this Agreement the TCT Co-ordinator shall be the Director: Network Management or her/his duly authorized nominee.
- 12.3 For the purposes of this Agreement the Safety & Security Co-ordinator shall be the Chief : Traffic Services or his/her duly authorized nominee.

13 MEETING OF CO-ORDINATORS

- 13.1 The Parties agree that their respective Co-ordinators will meet when necessary to deal with issues relating to the outcomes recorded herein and attempt to resolve any disagreement that may arise between the Parties.
- 13.2 The TCT Coordinator will take responsibility for calling these meetings and must ensure that minutes are taken and kept.

14 RECORDS AND OTHER DATA

Copies of all records, documents, computer software and data of whatsoever nature necessary to achieve the outcomes as envisaged herein and under the control of either Party("the Owner"), shall be made available to the requesting Party, ("the Requester") within 10(ten) days of a written request being received by the Owner.

15 GENERAL CONDITIONS

- 15.1 No alteration, cancellation, variation of or addition to this Agreement shall be of any force or effect unless reduced to writing and signed by the Commissioner: Transport for Cape Town and the Executive Director: Safety & Security.
- 15.2 This Agreement constitutes the entire Agreement between the parties hereto and neither of the parties shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.
- 15.3 No extension of time or other indulgence granted by either Party to the other in respect of the Parties obligations will constitute a waiver of either Parties right to enforce compliance with the terms of this Agreement; neither shall it constitute a novation of this Agreement.

16 RESOLUTION OF DISAGREEMENTS

- 16.1 Any disagreement arising out of or relating to this Agreement shall not proceed in terms of clause 16.2 until either of the Co-ordinators has, by written notice to the other, declared that the negotiations aimed at resolving the issue have failed.
- 16.2 Upon receipt of the written notice envisaged in clause 16.1 the Commissioner: Transport of Cape Town and the Executive Director: Safety & Security must meet within 14(fourteen) days from date of receipt of such notice, with the intention of settling any disagreement between them.

- 16.3 In the event of the negotiations envisaged in clause 16.2 failing then the disagreement in all instances be referred to the City Manager for a consultative decision.

17. DURATION OF THIS AGREEMENT

- 17.1 This Agreement shall be effective from the date of signature of the last Party signing.
- 17.2 Either Party may terminate this agreement be given 30(thirty) days written notice to the other Party,

18. NOTICES AND DOMICILIUM

- 18.1 Any notice, reports or other communications required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing and it shall be competent to give notice by e-mail where a Party has notified the other Party of such an e-mail address. Any Party may by notice to any other Party change the physical address chosen as its domicilium citandi et executandi.
- 18.2 the Parties choose the following contact details for the giving of the notices, reports and other communications as mentioned in clause 18.1 herein.

18.2.1 **Transport for Cape Town**

The Commissioner: Transport for Cape Town

Civic Centre

5rd Floor - Podium

12 Hertzog Boulevard

Cape Town

8000

Telephone Number 021 400 3693

Mobile 083 289 6415

Alternative Phone 021 400 3884

Fax 021 400 1390

Email melissa.whitehead@capetown.gov.za

18.2.2 **Safety & Security**

Executive Director: Safety & Security

Civic Centre

5rd Floor - Podium

12 Hertzog Boulevard

Cape Town

8000

Telephone Number 021 400 3355

Mobile 079 269 2239

Alternative Phone 021 400 2710

Fax 021 400 5923

Email Richard.Bosman@capetown.gov.za

19. **AUTHORITY**

All obligations created herein are subject to the necessary approvals and/or authorities being obtained from the relevant empowered officials and/or body and neither Party is bound by the applicable obligation until such approvals are authorized.

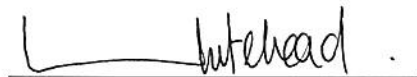


20. SIGNATURE

DATED AT CAPE TOWN THIS 4th DAY OF MAY 2015

AS WITNESSES:

1.



**MELISSA WHITEHEAD
COMMISSIONER: TRANSPORT
FOR CAPE TOWN**

2.

DATED AT CAPE TOWN THIS 4th DAY OF MAY 2015

AS WITNESSES:

1.



**RICHARD BOSMAN
EXECUTIVE DIRECTOR: SAFETY
& SECURITY**

2.