

**COOPERATION AGREEMENT**

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entered into between

**Civilian Secretariat for Police Service** (hereinafter referred to as “**the CSPS**”) herein

represented by S.T. Sibuyi in his capacity as

the **Secretary for Police Service** and he being duly authorised thereto

and

**South African Police Service** (hereinafter referred to as “**the SAPS**”) herein

represented by G. S. Maseko in his capacity as

the **National Commissioner** and he being duly authorised thereto

and

**Department of Police Oversight and Community Safety**  
(hereinafter referred to as “**POCS**”) herein

represented by Hilton Ruswell Aronson in his capacity as

the acting **Head of Department** and he being duly authorised thereto

and

**City of Cape Town** (hereinafter referred to as “**the City**”) duly

represented by Lungelo Mbandazayo in his capacity as the

**City Manager** and he being duly authorised thereto

(collectively hereinafter referred to as “**the Parties**”)

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### PREAMBLE

- WHEREAS** the objects of the police service are in terms of section 205(3) of the Constitution of the Republic of South Africa, 1996; to prevent, combat and investigate crime, to maintain public order, to protect and secure the inhabitants of the Republic and their property, and to uphold and enforce the law;
- AND WHEREAS** the Province is in terms of section 206(3) of the Constitution of the Republic of South Africa, 1996; *inter alia*, responsible for monitoring police conduct and oversee the effectiveness and efficiency of the police service, including receiving reports on the police service and responsible for policing functions subject to section 206(4);
- AND WHEREAS** the City is in terms of section 152 of the Constitution of the Republic of South Africa, 1996; *inter alia*, responsible for promotion of a safe and healthy environment within its jurisdiction;
- AND WHEREAS** the Province seeks to address the lack of coherence of planning and implementation in all spheres of government through the development of an approach to planning, budget and strategy development for all districts and metro municipality. ;
- AND WHEREAS** the Safer City Initiative ascribes to the principles of collaborative governance which is defined as: *"the process and structures of public management that engage people constructively across the boundaries of public agencies, levels of government, the private sector and civic society through coordination, cooperation and collaboration in order to realise a public goal that could not be otherwise accomplished and which creates public value as a result of the creative nature of the process"*;
- AND WHEREAS** the Parties commit to record their Agreement in writing;
- NOW THEREFORE IT IS AGREED:**

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### 1. INTERPRETATION:

1.1 In this Agreement and unless inconsistent with the context:

1.1.1 words of the one gender shall include words of the other gender;

1.1.2 words importing the singular shall be deemed also to import the plural and vice versa;

1.1.3 headings to clauses in this Agreement are for guidance only and shall not serve as a means of interpretation of any such clause.

1.2 The following words and expressions shall, unless inconsistent with the context, have the meanings assigned to them hereunder:

**“Agreement”** means this Agreement including Annexures and Schedules hereto as may be amended from time to time;

**“City”** means the City of Cape Town, a local authority duly constituted in terms of the Local Government: Municipal Structures Act, 1998 (Act No 117 of 1998);

**“CSPS”** means the Civilian Secretariat for Police Service established in terms of section 4 of the Civilian Secretariat for Police Service Act, 2011 (Act No. 2 of 2011);

**“data”** means factual values such as measurements or statistics used as a basis for analysis reasoning, discussion, or calculation;

**“effective date”** means the 30 August 2024;

**“information”** means data that has been converted into a more useful or intelligible form;

**“POCS”** means the Department of Police Oversight and Community Safety as established in terms of section 66 of the Western Cape Constitution, 1998 (Act 1 of 1998); and

**“SAPS”** means the South African Police Service as established in terms of section 5 of the South African Police Service, 1995 (Act No. 68 of 1995).

### 2. OBJECTIVES

2.1 The objective of this Agreement is to record the cooperation of the parties in pursuance of a shared vision for safety and security within the City of Cape Town, encompassing various initiatives, programmes, and strategies aimed at promoting a safe, secure, and conducive environment by:

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- 2.1.1 creation of a shared safer city vision that maximises integrated relationships with all spheres of government and civil society in creating a safe and secure environment;
- 2.1.2 development of programmes, plans, interventions and infrastructure that will seek to reduce the levels of crime;
- 2.1.3 development of an aligned approach to support and enhance economic performance within the Province;
- 2.1.4 ensuring that a conducive platform is created that traverses decisionmaking levels of all spheres of government and other relevant stakeholders;
- 2.1.5 building internal capacity to ensure successful delivery of the areas of cooperation as set out in clause 5;
- 2.1.6 undertaking research and developing, procuring and commissioning technological infrastructure where resources are integrated; and
- 2.1.7 alignment of strategies aimed at promoting a safe and secure environment as well as coordination of implementation thereof.

### **3. COMMENCEMENT AND DURATION**

- 3.1 This Agreement shall commence on the effective date and shall be in force for a period of five (5) years.
- 3.2 The duration of the Agreement may be extended in writing by the Parties.
- 3.3 The Parties undertake to ensure that the annual implementation plan and Terms of Reference, which will follow this Cooperation Agreement, shall be negotiated and concluded within one month of the signature date of this Agreement.
- 3.4 The implementation plan will be reviewed and revised on an annual basis through consultation between the Parties.

### **4. VALUES, PRINCIPLES AND SPIRIT OF COOPERATION**

Each Party shall at all times:

- 4.1 Be mindful of, and respect the constitutional mandate of the respective Parties to this Agreement;
- 4.2 Display good faith towards other Parties in all matters relating to this Agreement;
- 4.3 Avoid a conflict between the interests of implementing the terms of this Agreement and its own interests, which shall be subservient to the implementation of this Agreement;
- 4.4 Subject to legislation and policies dealing with the disclosure of information, share information required to enhance cooperation and for the effective planning of initiatives relating to the promotion of the safety and security as well as the furnishing

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of explanations of any such matters relating to this Agreement when reasonably requested to do so;

4.5 Devote such time as may be necessary to ensure implementation of this Agreement; and

4.6 Take reasonable steps that may be necessary to promote the objects of this Agreement.

### 5. AREAS OF COOPERATION

The parties undertake to cooperate in:

5.1 The creation of a shared safer city vision that maximises integrated relationships with all spheres of government within their respective spheres of responsibilities and civil society in the creation of a safe, secure and violence free environment;

5.2 The development of programmes, plans, interventions and infrastructure that will reduce the levels of crime;

5.3 The development of an aligned approach to support and enhance economic performance within the City;

5.4 Formulating a conducive governance platform that traverses decision making levels of all spheres of government and other relevant stakeholders;

5.5 Implementation of the Integrated Crime and Violence Prevention Strategy (ICVPS);

5.6 The undertaking of research and the development, procurement and commissioning of technological infrastructure, including but not limited to CCTV (close circuit television) cameras, where resources are integrated;

5.7 Explore and pursue opportunities for the review of legislation that will improve the effectiveness of law enforcement and policing;

5.8 Sharing of data, physical resources and skills to improve effectiveness of law enforcement and policing;

5.9 Offering City facilities, buildings and land for use by SAPS and provincial government as needed to effectively implement safety interventions post consultation with the Metropolitan Council; and

5.10 Establishing a programme to focus on the prevention of sexual offences and related Gender Based Violence and Femicide and the enhancement of victim support in respect of such victims

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### **6. FINANCE, PROCUREMENT AND OWNERSHIP OF ASSETS**

- 6.1 This Agreement is not a commitment of funds by a Party. Where finances are needed, the Parties agree to contribute, subject to availability of funds and in compliance with their respective internal policies and governing legislative prescripts.
- 6.2 Each Party agrees to ensure compliance with its own Supply Chain Management policies in the supply and procurement of goods and services and to comply with all relevant legislation where necessary when procuring for goods and services in the furtherance of the objects of the Agreement.
- 6.3 Where the Parties need to commit funds to a project, the commitment of funds and utilization of funds, procurement, ownership and maintenance of assets procured will be regulated and agreed to in a separate agreement in respect of that specific project and in adherence to relevant legislative prescripts.
- 6.4 Any asset purchases or procured by any Party in pursuit of the objects of this Agreement, shall remain the property of such Party and such Party shall be responsible for the maintenance and safekeeping of such asset.

### **7. WARRANTIES**

- 7.1 The Parties warrant that, to the best of their knowledge and belief:
- 7.1.1 they are organisations, validly existing and in good standing (where such term has meaning under the relevant laws) under the laws of South Africa and have all power and authority necessary to conduct their affairs as it is now being conducted and have, and will continue to have throughout the duration of this Agreement, the right to enter into and fully perform this Agreement.
- 7.1.2 they will carry out their obligations with due diligence, skill, care and in a professional manner, in accordance with the terms of this Agreement; and in compliance with all applicable laws and regulations; and
- 7.1.3 no litigation, arbitration, investigation or administrative proceeding is in progress as at the effective date or is threatening to restrain the entry into or exercise of any of their rights or performance of or compliance with their obligations under this Agreement.
- 7.2 The Parties warrant that they have taken all necessary actions practically possible to authorise the execution of this Agreement.
- 7.3 The Parties make no warranty regarding the data, whether expressly or implied, and any warranty of accuracy of the data for any particular purpose is expressly disclaimed.

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- 7.4 The Parties make no warranty that the data will be accessed in an uninterrupted manner or that the data will be free of errors. The Parties have access to the data and information on an "as is" basis.

### **8. INDEMNITY**

- 8.1 Neither Party shall have any claim of whatever description against the other Party arising from any breach of either Party's obligations and services in terms of the Agreement including indirect or consequential loss or damage arising out of claims in respect of information received by or reported to any Party in the performance of its obligations under the Agreement, as part of the reporting process, unless the breaching Party is shown to have exercised gross negligence or wilful misconduct in the carrying out of its obligations under the Agreement.

- 8.2 This clause shall survive the termination of this Agreement.

### **9. INFORMATION AND AUDIT ACCESS**

- 9.1 The Parties undertake to provide to each other relevant information (pursuant to the performance of its duties) in its possession pertaining to the scope covered under this Agreement as may reasonably be requested by each other for the purpose of complying with any of its statutory reporting obligations applicable to each Party.

- 9.2 Without limiting the generality of the foregoing, the Parties undertake to:

- 9.2.1 provide and will ensure that its authorised employees provide all such information as the other Party may reasonably require from time to time to enable it to provide reports and returns in compliance with any legislative obligation; and
- 9.2.2 note and facilitate compliance to the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000) and the Protection of Personal Information Act, 2013 (Act No. 4 of 2013), in the event that another Party is required to provide or process information pursuant to the legislation.

### **10. INTELLECTUAL PROPERTY**

#### **10.1 Intellectual Property Clause**

- 10.1.1 All intellectual property that a Party owns at all times remains the sole property of that Party and neither Party acquires any right, title or interest of any kind in any intellectual property that the other Party owns before this Agreement;
- 10.1.2 All modifications that a Party makes to intellectual property which that Party owns, remains that Party's sole property and the other Party does not acquire any right, title or interest of any kind in or to same provided the intellectual property arose before this Agreement was entered into; and

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- 10.1.3 The Parties may not use each other's intellectual property in any manner whatsoever unless the Party to whom the intellectual property belongs, explicitly authorises such use in writing and only to the extent so authorised.

### 11. GOVERNANCE FRAMEWORK

The governance model for the Agreement is as follows:

- 11.1 Executive Authority Committee, which shall consist of:

- 11.1.1 Ministry of Police (Chairperson);
- 11.1.2 Provincial Minister : Western Cape Department of Police Oversight and Community Safety;
- 11.1.3 Executive Mayor: City of Cape Town; and
- 11.1.4 MMC of Community Safety: City of Cape Town;
- 11.1.5 the Secretariat for the Committee (CSPS).

- 11.2 The Executive Authority Committee is responsible for:

- 11.2.1 the provision of guidance to enhance cooperation within their respective sphere of responsibility to the Steering Committee; and
- 11.2.2 coopting relevant stakeholders to form part of this Agreement.

- 11.3 The Steering Committee is hereby established and consists of:

- 11.3.1 Secretary for Police Service as the Chairperson of the Committee;
- 11.3.2 National Commissioner: SAPS;
- 11.3.3 Provincial Commissioner: SAPS;
- 11.3.4 Head of the Department: Western Cape Department of Police Oversight and Community Safety;
- 11.3.5 City Manager: City of Cape Town;
- 11.3.6 The Secretariat for the Committee (CSPS); and
- 11.3.7 Appointed Leaders from the Technical Committee (exofficio members without voting rights).

- 11.4 The Steering Committee is responsible for:

- 11.4.1 the enhancing of coordination to the Technical Committee within the areas of cooperation as set out in clause 5;
- 11.4.2 the approval of plans and frameworks within their respective spheres of responsibility;
- 11.4.3 inviting other identified role players for the purpose of collaboration; and
- 11.4.4 the submission of reports to the relevant provincial structures, if necessary.



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11.5 The Technical Committee is established as a delivery vehicle for the project in line with directives of the Steering Committee.

11.5.1 The Committee is established to ensure that the key deliverables of the project are realised optimally and appropriate accountability is maintained throughout the duration of the project.

11.5.2 The Parties to this Agreement shall attend and participate fully in the Technical Committee and undertake any tasks or functions as may be directed by the Steering Committee. The Technical Committee must undertake the following roles:

11.5.2.1 ensuring the fulfilment of the objects of this Agreement through specific projects to be determined and outlined in annual implementation plans;

11.5.2.2 drafting and adopting of Terms of Reference for Committees which shall include a dispute resolution procedure not inconsistent with this Agreement;

11.5.2.3 reporting progress to the Steering Committee;

11.5.2.4 establishment of appropriate work streams to address different areas in line with relevant expertise;

11.5.2.5 facilitating consultations with any other relevant stakeholders;

11.5.2.6 developing implementation plans, operational schedules, cooperation protocols and standard operating procedures to govern the working relationship; and

11.5.2.7 perform any act consistent with this Agreement which is reasonably required for the achievement of the objectives of this Agreement.

11.6 The Work streams will comprise of the following focus areas:

11.6.1 Operations;

11.6.2 Legal and Legislation Services;

11.6.3 Communications;

11.6.4 Technology and Information Management;

11.6.5 Finance and procurement;

11.6.6 Research and Innovation;

11.6.7 Human Resource Management and Development; and

11.6.8 Infrastructure.

## 12. CONFIDENTIALITY

12.1 The Parties acknowledge that any information supplied in connection with this Agreement or in connection with each other's technical, industrial or business affairs which has or may in any way whatsoever be transferred or come into the possession or knowledge of any other of them ("the receiving party") may consist of confidential or proprietary data, which is not available in the public domain.

12.2 The receiving party therefore agrees to hold such material and information in the strictest confidence, to prevent any copying thereof by whatever means and not to make use thereof other than for the purposes of this Agreement and to release it only to such properly authorised directors, employees or third Parties requiring such

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information for the purposes of this Agreement and agree not to release or disclose it to any other party who has not signed an Agreement expressly binding himself not to use or disclose it other than for the purposes of this Agreement. The undertaking and obligations contained in this clause do not apply to information:

- 12.2.1 that is publicly available at the date of disclosure or thereafter becomes publicly available from sources other than the Parties who are not in breach of any duties of confidentiality;
- 12.2.2 which either Party is required to disclose by law or by a regulatory or government body which that Party is subject (whether or not the requirement for information has the force of law);
- 12.2.3 which is required to be disclosed to professional advisors, auditors and bankers of either party;
- 12.2.4 where the other Party has consented to the disclosure, in writing.

12.3 The Parties shall take such precautions as may be necessary to maintain the secrecy and confidentiality of such material and information in respect of its directors, employees, agents, and/or directors or employees or agents of any assignee, subcontractor or distributor or any other person to whom any such confidential or proprietary data may have been or will be disclosed.

12.4 Should this Agreement be repudiated for whatsoever reason, each party shall return to the other forthwith and demand all documents, written instructions, notes, memoranda, disks or records and other documentation of whatsoever nature or description relating to the confidential information which it acquired or may acquire or came into its possession and any such confidential information stored by electronic means shall forthwith be destroyed.

## 13. DISPUTE RESOLUTION

13.1 If any dispute arises between any of the Parties to this Agreement at any time in regard to any matter arising out of or relating to this Agreement, or the interpretation of this Agreement; then the Parties to that dispute shall endeavour to resolve their difference by a process of negotiation.

13.2 If the Parties are not able to reach an agreement in line with clause 13.1, the dispute shall be referred to the Minister of Police (for the SAPS and CSPA), the Member of Executive Council (for the Department of Police Oversight and Community Safety) and the Executive Mayor (for the City of Cape Town) for mediation.

13.3 If the dispute remains unresolved despite compliance with clauses 13.1 and 13.2, the dispute shall be referred to the Minister of Cooperative Governance and Traditional Affairs in accordance with section 44(1)(a) of the Intergovernmental Relations Framework Act, 2005 (Act No. 13 of 2005) for final determination.

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### **14. SEVERABILITY**

- 14.1 Whenever possible, each provision of this Agreement must be interpreted in a manner which makes it effective and valid under applicable law, but if any provision of this Agreement is held to be illegal, invalid or unenforceable under applicable law, that illegality, invalidity or unenforceability does not affect the remaining provisions of this Agreement, all of which remain in full force.

### **15. TERMINATION**

- 15.1 Either Party may terminate this Agreement on not less than thirty (30) days' written Notice of Termination, should:
- 15.1.1 the dispute resolution provided for in clause 13 be unsuccessful to resolve a dispute between the Parties; or
- 15.1.2 either Party engage in the commission of any offence in respect of the ambit of the Agreement or have misrepresented a material fact to either party inducing it to enter into this Agreement.

### **16. RIGHTS AND OBLIGATIONS OF PARTIES UPON TERMINATION**

- 16.1 Upon the termination of this Agreement for whatever reason, the Parties commit to phasing out their duties and responsibilities by consensus in such a way so as to cause minimum disruption to the other.
- 16.2 Termination or expiry of this Agreement shall be without prejudice to the rights and remedies of either Party accrued prior to the effective date of such termination or expiry.

### **17. ENTIRE AGREEMENT**

- 17.1 Except where expressly provided otherwise in this Agreement, this Agreement constitutes the entire Agreement between Parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of the Agreement.

### **18. VARIATIONS**

- 18.1 No variation, modification or waiver of any provision of this Agreement, including this clause or consent to any departure there from, shall in any way be of any force or effect unless confirmed in writing and signed by all of the Parties and such variation, modification, waiver or consent shall be effective only in the specific instance and for the purpose and to the extent for which it was made or given.

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### 19. ***DOMICILIUM CITANDI ET EXECUTANDI***

19.1 For the purpose of this Agreement, the Parties choose their respective *domicilium citandi et executandi* as follows:

19.1.1 the CSPS:

**Office of the Secretary  
for Police Service  
Fedsure Forum Building  
Floor 2, 268 Lilian Ngoyi  
Street  
Pretoria**

19.1.2 the SAPS:

**SAPS: Head Office: Wachthuis  
231 Pretorius Street  
Pretoria**

19.1.3 the POCS:

**Office of the Head of Department  
35 Wale Street  
5th Floor  
Cape Town  
8000**

19.1.4 the City:

**Office of the City Manager  
City of Cape Town  
12 Hertzog Boulevard  
Cape Town**

19.2 Any written notice of change in *domicilium citandi et executandi* shall be delivered by hand or sent by prepaid registered certified post to the intended recipients.

19.3 Every notice to be given in terms of this Agreement shall be in writing and shall be:

19.3.1 delivered by hand to the *domicilium citandi et executandi* of the intended recipient in which event it shall be irrefutably presumed to have been served and the intended recipient to have been informed of the contents of such notice when such notice is so delivered; or

19.3.2 posted by prepaid registered or certified post to the *domicilium citandi et executandi* or the last known address of the intended recipient in which event it shall be presumed to have been served and the intended recipient to have been informed of the contents of such notice on the tenth (10) day, excluding Saturdays, Sundays and public holidays, unless the contrary is proved.

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- 19.4 Either Party hereto shall be entitled to change its *domicilium citandi et executandi* from time to time provided that any new *domicilium* selected by it shall be situated in the Republic of South Africa and shall be an address other than a box number and any such change shall only be effective upon receipt of notice in writing by the other Party of such change.

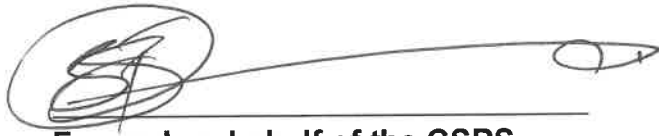
## 20. AUTHORITY TO ENTER INTO THIS AGREEMENT

By appending his/her signature hereto, each person doing so thereby warrants his/her authority to do so.

Thus done and signed at PRETORIA on this 25 day of September 2024 and in the presence of the undersigned witnesses:

### AS WITNESSES

1.   
\_\_\_\_\_
2.   
\_\_\_\_\_



For and on behalf of the CSPPS


Signatory: ST SIBUYI

Designation: Secretary for Police Service

Full names:

Thus done and signed at PRETORIA on this 25 day of September 2024 in the presence of the undersigned witnesses:

### AS WITNESSES

1.   
\_\_\_\_\_
2.   
\_\_\_\_\_



For and on behalf of the SAPS

Signatory: SF MASEMOLA

Designation: National Commissioner

Full names:

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Thus done and signed at CAPE TOWN on this 19<sup>th</sup> day of SEPTEMBER 2024 in the presence of the undersigned witnesses:

### AS WITNESSES

1. 

2. 

  
For and on behalf of the POCS

Signatory: 2024-09-19

Designation: Head of Department

Full names:

Thus done and signed at CAPE TOWN on this 30<sup>th</sup> day of September 2024 and in the presence of the undersigned witnesses:

### AS WITNESSES

1. 

2. 

  
For and on behalf of the City

Signatory: L MBANDAZAYO

Designation: City Manager

Full names: LUNGELO MBANDAZAYO