

*Ugu District Municipality*

**ADDENDUM 1  
TO THE MEMORANDUM OF AGREEMENT**

**BETWEEN**

**UGU DISTRICT MUNICIPALITY**

A District Municipality as envisaged in terms of the Municipal Structures Act  
and duly represented herein by Mr VO Mazibuko in his capacity as the  
Acting Municipal Manager

**AND**

**UMDONI LOCAL MUNICIPALITY**

A local Municipality as envisaged in terms of the Municipal Structures Act and  
duly represented herein by Mrs A N Dlamini in her capacity as the Acting  
Municipal Manager per Council resolution dated 1 April 2025

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M.P. JNL

**WHEREAS** Ugu District Municipality and Umdoni Local Municipality entered into a written agreement commencing on 01 September 2024 and terminating on 28 February 2025, a copy whereof is annexed hereto marked Annexure "G" (hereinafter referred to as the Principal Agreement), to regulate the payment of mobile toilets in Umzinto Informal Settlements.

**And whereas** the planned relocation of residents from Umzinto Informal Settlement to the Isoni Low Coast Housing by the Department of Human Settlements and Umdoni Local Municipality is still experiencing delays. Due to these delays the construction of permanent VIP latrines remains incomplete.

**And whereas** Ugu District Municipality has had to extend its contract with Sanitech a Division of Waco Africa for the Supply and Delivery of Mobile Toilets at Umzinto Informal Settlement for a further period of six (06) months from 01 March 2025 to 30 September 2025, under contract number UGU-07-1390-2016 as per letter of extension marked Annexure "H" in order to avoid service disruption and health risks to the beneficiaries.

**And whereas** Umdoni Local Municipality has obtained authorisation from the Department of Human Settlements to continue to utilise the funds from the Umdoni Municipality- Municipal Housing Operational account in order to make payment to Ugu District Municipality for sanitation services rendered for Umzinto informal settlements per letter marked "Annexure I".

**And Whereas** the Parties intend to amend the terms and conditions of the said Principal Agreement by making the following amendments:

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AN SZ  
V.O  
SPV MP

**NOW THEREFORE THE PARTIES HAVE AGREED THAT:**

1.

Clause 4.1 under "**DURATION**" of the Principal Agreement, is hereby amended with:

4.1 This agreement shall commence on 01 September 2024 and shall subsist until 30 September 2025.

2.

Save for the above amendments set out in this addendum and Annexures hereto the remaining terms and conditions as set out in the Principal Agreement marked Annexure "H" hereto and its Annexures shall remain unaltered and in full force and effect and shall be read and applied in conjunction with this addendum.



DATED AT PORT SHEPSTONE ON THIS 28 DAY OF MAY 2025.



MR V.O MAZIBUKO  
UGU DISTRICT MUNICIPALITY

  
CONFIRMED  
MANAGER LEGAL SERVICES  
NTOMBI MBAMBO  
DATE: 28/05/2025

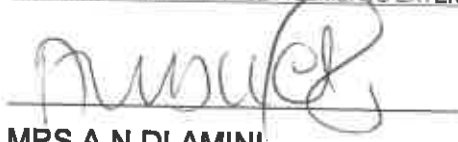
**AS WITNESSES**

1. M.P. MAVUNDWA - 
2. S.N.L. MINGOMA - 

DATED AT Scotkburgh ON THIS 22<sup>ND</sup> DAY OF MAY 2025.

NG  
AN SZ  
V.O M.P  
JNL

ADDENDUM 1 TO THE MEMORANDUM BETWEEN UGU DM AND UMDONI LM PAYMENT OF MOBILE TOILETS  
IN UMZINTO INFORMAL SETTLEMENTS EXTENSION TO 30 SEPTEMBER 2025



MRS A N DLAMINI

UMDONI LOCAL MUNICIPALITY

**AS WITNESSES**

1. 

2. 

# ANNEXURE A

PO Box 11, Post Office 1000  
Windhoek, Namibia

Cell: 081 234 4444  
Fax: 061 455 4444  
Fax: 061 455 4444

Ugu District Municipality

Ugu District Municipality  
DEPARTMENT OF TREASURY

Ugu District Municipality

Manager: Richard Turner  
061 455 4444

REF: UGU-07-1388-0214

12 December 2013

Seaborn & Division of Waste Alden (PTY) LTD  
P.O. Box 12708  
Johannesburg  
2155

E-mail: [info@seaborn.co.za](mailto:info@seaborn.co.za)

Attn: Mr. Jeff Brown

Dear Sir / Madam

RE: LETTER OF AWARD UGU-07-1388-0214 SUPPLY AND DELIVERY OF MOBILE TOILETS AT  
LEGATO RECREATIONAL SETTLEMENT FOR A PERIOD OF TWENTY-ONE (21) MONTHS

Your tender, regarding the above referred

Ugu District Municipality has pleasure in accepting your tender for the above mentioned contract in the  
amount of R 6 001 000.00 as indicated.

You are required to respond to this letter with your acceptance and thereafter the contract is subject to  
the terms and conditions of the tender and the conditions of contract.

You shall deal with Sheryl Mweni on 081 455 4444 or [sheryl.mweni@ugum.gov.na](mailto:sheryl.mweni@ugum.gov.na) who shall assist  
you with relevant detailed information regarding this contract.

Yours faithfully

  
SHYREL MWENI  
MUNICIPAL MANAGER

PHONE: 061 455 4444

FAX: 061 455 4444

CELL: 081 234 4444

MOBILE: 081 234 4444

24 HOUR CALL CENTRE NO: 061 455 4444 FAX: 061 455 4444  
MOBILE NO: 081 234 4444

A.C

S.N.C

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# ANNEXURE B



## UMDONI MUNICIPALITY

THE LARGEST OF THE SOUTH COAST

Postal Address:  
PO Box 19  
Durban  
4150

Physical Address:  
Guthrie Fletcher & Company Street  
Durban  
4150

Tel 031 - 278 1234  
Fax 031 - 278 1234

**MEMORANDUM**  
To: Mr. S. ZARISA, e-mail: zarisa@umdoni.co.za, Cell Number: 082 407 1118  
From: Mr. K. Danga, Head of Department (HOD), Department of Human Settlements - H&H

**Subject:** Request for funding to provide interim services under the authority instrument of informal settlement upgrade.

Dear Sir/ma,

Reference is made to the letterhead of the Department of Human Settlements - H&H dated 14/05/2014.

This serves as an application for funding to provide interim services under the authority instrument of informal settlement upgrade. The interim services are required for informal settlement areas of Umdoni which are 14, 15 and 16 Umdoni Municipality.

Umdoni Municipality has Umdoni District Council that since its formation has been working with Umdoni area, we have been working for funding completed this work of the Phase 1A for the project and also to enjoy in the provision of services from Umdoni District Council in the provision of services in the area of the project.

The first big challenge is the lack of infrastructure in the area of the project. The area is not yet developed and the infrastructure is not yet completed. The area is not yet developed and the infrastructure is not yet completed. The area is not yet developed and the infrastructure is not yet completed.

It is with the above background that Umdoni Municipality is requesting funding to provide interim water and sanitation services for informal settlement areas in Umdoni area. The municipality is requesting funding to provide interim water and sanitation services for informal settlement areas in Umdoni area. The municipality is requesting funding to provide interim water and sanitation services for informal settlement areas in Umdoni area.

We are requesting that each informal settlement area must have a water supply and sanitation facility. The facility must include a borehole and a water supply system. The facility must include a borehole and a water supply system. The facility must include a borehole and a water supply system.

In the below table are the informal settlement areas, Umdoni Municipality has indicated that they don't have water and sewer reticulation. Therefore, portable toilets will be provided in these areas. Umdoni Municipality is requesting funding to provide interim water and sanitation services for informal settlement areas in Umdoni area.

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# ANNEXURE B

The Internal Settlements to be covered are as follows:

- Mithun Internal Settlement
- NPA Internal Settlement
- Ashok Internal Settlement
- Kalyan Internal Settlement
- Varadacharya Internal Settlement
- Sarvagana Internal Settlement
- Purna Ashwini Internal Settlement
- Utkal Internal Settlement
- Thakur Temporary House
- Laxmi Temporary House
- Mahesh Temporary House

The internal settlements that will be accepted to cover all the above with a suitable opening letter to cover the same, will be submitted with a P.A. officer within 10 days of completion of the same. In the event where such a settlement is not available a written statement will be submitted for taking of a suitable note of an estimated cost of about P.A. officer's salary including housing of such facilities over a period of five years.

The Project Total Cost will be Rs. 10, 4 Lakhs.

We are looking for prompt and positive response.

For further information with regards to this matter, please feel free to contact the office of the Managing Director, Mr. S. D. Datta, on 022 979 1022.

Yours faithfully,

  
S. D. Datta  
Managing Director  
Maheshwari Property

Date: 21 July 2022

A.C

V.O

S.N.L. M.P.



# ANNEXURE C

EXTRACT FROM THE DEBATE MINUTES OF THE MEETING OF THE  
NEW DISTRICT MUNICIPAL COUNCIL HELD ON 25 MARCH 2024

## 1.4.2 Provision of Facilitation Services to the Umshini Informal Settlements

The Deputy Mayor took members through the Item.

Following which,

It was

### RESOLVED:

- (a) That the Provision of Facilitation Services to the Umshini Informal Settlements be and is hereby DELETED.
- (b) That the Middle Chambered Toilet Project for the Umshini Informal Settlement be transferred back to Umshini Local Municipality.
- (c) That the Leadership of the Umu District Municipality engage with the Leadership of Umshini Local Municipality to discuss the issue of the Middle Chambered Toilet Project.
- (d) That pursuant to (c) above, a final time to set, and a progress update be provided to the next meeting.

CERTIFIED A TRUE COPY OF THE COUNCIL'S

  
M. H. G. G. G.  
ACTING CHIEF EXECUTIVE OFFICER - CORPORATE SERVICES

AC

V.O

J.N.C M.P

2/26



# ANNEXURE D



## KWAZULU-NATAL PROVINCE HUMAN SETTLEMENTS REPUBLIC OF SOUTH AFRICA

Private Bag X34367, Durban, 4000

Eagle Building, 353-355 Dr. Pixley KaSeme Street,  
Durban, 4001

Tel: 031 536 5416

Web: www.kzndhs.gov.za

INTEGRATED PLANNING & GIS

Enquiries: Mr. L.G. Biyela

Contact No: 031 299 5524

Email: Thulis Biyela@kzndhs.gov.za

**THE MUNICIPAL MANAGER  
UGU DISTRICT MUNICIPALITY  
P.O. BOX 33  
PORT SHEPSTONE  
4240**

**ATTENTION: MR V.O. MAZIBUKO**

**SUBJECT: REQUEST FOR INTERVENTION ON UMZINTO INFORMAL SETTLEMENTS SANITATION SERVICES**

The above subject bears reference.

The Department acknowledges receipt of your correspondence dated 27<sup>th</sup> August 2024 requesting for the intervention on Umzinto Informal Settlements sanitation services. Please be informed that the Honourable MEC for Transport and Human Settlements for KwaZulu Natal has on 29<sup>th</sup> August 2024 approved the aforementioned project as follows;

1. The reservation of Stage 2 funding for the designing of services and construction of Ventilated Improved Pit latrines for various settlements in Umdoni Local municipality.
2. These settlements are listed below as follows;

Municipality	Settlement name	Area (ha)	Structures	NUSP category
UMDONI LOCAL MUNICIPALITY	KwaMbetheni	5,04	417	B2 and C
	NPA	5.21	587	B1 and C
	Roseville	10,98	789	B2 and C
	Sanathan	5,73	881	B1
	Temporal Houses	10,17	216	B1 and C
<b>Total</b>			<b>2840</b>	

3. Initial funding for the construction of the Ventilated Improved Pit Latrines, amounts to R2 679 182.00 (R16 547 x 142 VIPs) + R529 518.00 (R3728x142) – dealing with the drafting of designs (for interim services in the form of VIPs), obtaining approvals for these designs and the implementation (construction) thereof. The amount is broken down as follows:

Municipality	Settlement name	Structures	No. basic (vip)	Sewer service	VIP cost as per subsidy	Total cost
UMDONI LOCAL MUNICIPALITY	KwaMbetheni	417	21		R16 547	R347 487.00
	NPA	587	29		R16 547	R479 883.00
	Roseville	789	38		R16 547	R628 788.00
	Sanathan	881	43		R16 547	R711 521.00

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	Temporal Houses	216	11	R16 547	R182 017.00
<b>Total</b>		<b>2840</b>	<b>142</b>	<b>R16 547</b>	<b>R2 340 574.00</b>
Civil engineering designs	R3729.00		142		R 529 516.00
<b>Grand Total</b>					<b>R2 870 192.00</b>

4. The construction cost estimate for sewer is based on a maximum of 20 people per ablution point for communal sanitation provision according to the guidelines taken from The Sphere project-Humanitarian Charter and Minimum standards response.
5. The Umzinto informal settlements exist within the economic strip of Umzinto CBD. Some of the informal settlements also exist on privately owned as well as State land and also have site development constraints inclusive of critical biodiversity areas and topographical issues. These factors will be further investigated during the feasibility stages of the project.
6. The number of Ventilated Improved Pit Latrines will be commensurate to the number of households/structures identified in the Umdoni Informal Settlements Upgrading plan however due to site constraints, the standard of 1:20 will be utilized.
7. The utilization of Municipal Housing Operational Account (MHOA) funds of R2 380 957.51 located at uMdoni Local Municipality for the procurement of sanitation services for the informal settlements in uMdoni for a period of 3-6 months.
8. The Implementing Agent for the Umzinto Detailed Planning and Interim services project, Gahlabee Trading or trading as Lukhanya Building will undertake the construction of the Ventilated Improved Pit Latrines in the informal settlements.
9. An addendum to the additional scope will be concluded among the Department of Human Settlements, uMdoni Local Municipality and the appointed service provider.
10. Stage 1 planning activities to be undertaken parallel to the implementation of interim services.
11. The duration of the overall Umzinto Detailed Planning and Interim services project will be 36 months.

In order to respond to the immediate challenges stipulated in paragraph two of the district's letter of 27 August 2024, Ugu District Municipality is advised to liaise with Umdoni Municipality in order to access the funds as mandated in paragraph 7 above. Please note that the implementation of this project remains subject to the availability of funds.

Yours Sincerely,

29/08/24

Mr. T.A Bhengu

Date

Acting Head of Department: KZN Human Settlements

CC: Mr S.E. Nxele: Acting Municipal Manager: Umdoni LM

Mr. T.A. Bhengu: Chief Operations Officer: KZN Human Settlements

Page 2 of 2

A.C. V.O. NG  
J.N.L. A.P.D.

# ANNEXURE E



## KWAZULU-NATAL PROVINCE

HUMAN SETTLEMENTS  
REPUBLIC OF SOUTH AFRICA

Private Bag X54367, Durban, 4000

Eagle Building, 354363 Dr. Pixley KaSeme Street,

Durban, 4001

Tel: 031 336 5416

Web: www.kzndhs.gov.za

INTEGRATED PLANNING & GIS

Enquiries: Mr. L.G. Biyela

Contact No: 071 209 5524

Email: Thula.Biyela@kzndhs.gov.za

**THE MUNICIPAL MANAGER  
UMDONI LOCAL MUNICIPALITY  
P.O. BOX 19  
SCOTTSBURGH  
4180**

### SUBJECT: PROVISION OF SANITATION SERVICES TO UMDONI INFORMAL SETTLEMENTS

The above subject bears reference.

The Department acknowledges receipt of your correspondence dated 27<sup>th</sup> August 2024 requesting for the provision of sanitation services to Umdoni Informal settlements. Please be informed that the Honourable MEC for Transport and Human Settlements for KwaZulu Natal has on 28<sup>th</sup> August 2024 approved the aforementioned project as follows.

1. The reservation of Stage 2 funding for the designing of services and construction of Ventilated Improved Pit latrines for various settlements in Umdoni Local municipality.
2. These settlements are listed below as follows:

Municipality	Settlement name	Area (ha)	Structures	NUSP category
UMDONI LOCAL MUNICIPALITY	KwaMbetheni	5,04	417	B2 and C
	NPA	5,21	587	B1 and C
	Roseville	10,98	759	B2 and C
	Sanathan	5,73	881	B1
	Temporal Houses	10,17	216	B1 and C
<b>Total</b>			<b>2840</b>	

3. Initial funding for the construction of the Ventilated Improved Pit Latrines, amounts to R2 879 192.00 (R16 547 x 142 VIPs) + R829 518.00 (R3729x142) – dealing with the drafting of designs (for interim services in the form of VIPs), obtaining approvals for these designs and the implementation (construction) thereof. The amount is broken down as follows:

Municipality	Settlement name	Structure a	No. basic (vip)	Sewer service	VIP cost as per subsidy	Total cost
UMDONI LOCAL MUNICIPALITY	KwaMbetheni	417	21		R16 547	R347 487.00
	NPA	587	29		R16 547	R479 863.00
	Roseville	759	38		R16 547	R628 786.00
	Sanathan	881	43		R16 547	R711 521.00
	Temporal Houses	216	11		R16 547	R182 017.00
<b>Total</b>		<b>2840</b>	<b>142</b>		<b>R16 547</b>	<b>R2 349 674.00</b>

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S.N.C. MP

Nb

Civil engineering designs	R3729.00	142	R 529 518.00
<b>Grand Total</b>			<b>R2 679 192.60</b>

4. The construction cost estimate for sewer is based on a maximum of 20 people per ablution point for communal sanitation provision according to the guidelines taken from The Sphere project-Humanitarian Charter and Minimum standards response.
5. The Umzinto informal settlements exist within the economic strip of Umzinto CBD. Some of the informal settlements also exist on privately owned as well as State land and also have site development constraints inclusive of critical biodiversity areas and topographical issues. These factors will be further investigated during the feasibility stages of the project.
6. The number of Ventilated Improved Pit Latrines will be commensurate to the number of households/structures identified in the uMdoni Informal Settlements Upgrading plan however due to site constraints, the standard of 1:20 will be utilized.
7. The utilization of Municipal Housing Operational Account (MHOA) funds of R2 380 967.61 located at uMdoni Local Municipality for the procurement of sanitation services for the informal settlements in uMdoni for a period of 3-6 months.
8. The Implementing Agent for the Umzinto Detailed Planning and Interim services project, Gahlebesa Trading cc trading as Lukhanya Building will undertake the construction of the Ventilated Improved Pit Latrines in the aforementioned informal settlements.
9. An addendum to the additional scope will be concluded among the Department of Human Settlements, uMdoni Local Municipality and the appointed service provider.
10. Stage 1 planning activities to be undertaken parallel to the implementation of interim services.
11. The duration of the overall Umzinto Detailed Planning and Interim services project will be 36 months.

Please note that the implementation of this project is subject to the availability of funds. In order to respond to the immediate challenges stipulated in paragraph two of Ugu's letter of 27 August 2024, uMdoni Municipality is advised to engage with Ugu District Municipality and develop modalities for using /transferring the funds that are stipulated in paragraph 7 above.

Yours Sincerely,



29/08/24

Mr. T.A Shengu

Date

Acting Head of Department: KZN Human Settlements

CC: Mr V.O. Mazibuko: Acting Municipal Manager: Ugu DM

Mr. T.A. Shengu: Chief Operations Officer: KZN Human Settlements

ANNEXURE F



Date 1 September 2023

To Whom It May Concern

Re: Confirmation of Bank account

This letter serves to confirm that the below mentioned customer holds the below Standard Bank account.

Legal entity name	UGU DISTRICT MUNICIPALITY
Name of account holder	UGU GENERAL ACCOUNT
Registration/Identity/Passport number	UNKNOWN
Account number	063280787
Account type	BUSINESS CURRENT ACCOUNT
Branch	HARBOUR VIEW
Branch code	087626
Branch code (electronic payments)	081001
SWIFT address	SBZA ZA JJ
Date account opened	27 January 2023

This letter or your reliance on same does not give rise to any obligations or liability on the part of the Bank and/or its officials.

We trust the above meets with your requirements.

Yours sincerely  
SHANNON CARMEN JOHNSON  
MRS  
GOSS: MAINTENANCE  
012 243 2400

**Disclaimer:**  
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Customer Care: 0800 126 080 Website: [www.standardbank.co.za](http://www.standardbank.co.za)

The Standard Bank of South Africa Limited (Reg. No. 19321001/3040) Authorized financial services and registered credit provider (NCR0P10)

Directors: Nkomo Nyandeni (Chairman) L. Pado (Chief Executive) L. Bani PLH Cook  
RINA Mqandeni M. Chuma-Chuma<sup>2</sup> ARA Poozele COO<sup>3</sup> EN Tshabalala<sup>4</sup>

Oliver Poozele-Adeboye Xosha Goo<sup>1</sup> GMS Kennedy

JH Mores

Company Secretary:

<sup>1</sup> Goozele

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AC V.O  
S.N.L.  
N.G.  
M.P.

# ANNEXURE G

1



## MEMORANDUM OF AGREEMENT

between

### UGU DISTRICT MUNICIPALITY

A District Municipality as envisaged in terms of the Municipal Structures Act and duly represented herein by Mr VO Mazibuko in his capacity as the Acting Municipal Manager

And

### UMDONI LOCAL MUNICIPALITY

A local Municipality as envisaged in terms of the Municipal Structures Act and duly represented herein by Mr NG Kumalo in his capacity as the Acting Municipal Manager.

MEMORANDUM OF AGREEMENT – UGU DM AND UMDONI LM PAYMENT OF MOBILE TOILETS  
IN UMZINTO INFORMAL SETTLEMENTS 01 SEPTEMBER 2024 – 28 FEBRUARY 2025

AC V.O NGQ  
S.W.L M.S

Whereas the KwaZulu-Natal Department of Human Settlements and Umdoni Local Municipality have the Umzinto Slums Clearance that aims to eradicate informal settlements within Umzinto area ward 11,12 and 13 in Umdoni Local Municipality. In terms of the project and as at July 2020 over 500 units of the Phase1A have been completed however a large number of beneficiaries are still living in the informal settlements requiring interim services. The Umzinto Slums Project is wholly funded the KZN Department of Human Settlements.

Whereas Umdoni Local Municipality has made an application for funding to the Department of Human Settlements for the provision of interim services to the Umzinto Informal Settlement as the KZN Department of Human Settlements advised that the funding for interim services in Informal Settlement is only availed to Local Municipalities. As at August 2023 the KZN Department of Human Settlements requested a period of six months to avail the funding to Umdoni Local Municipality.

Whereas Ugu District Municipality is providing the interim services to the Umzinto Informal Settlements which it has been providing and paying for the said provisions of these interim services since its appointment of a service provider Sanitech a Division of Waco Africa (PTY) LTD in December 2018, a contract that was awarded and was agreed to be for a period of thirty-six (36) months which has been extended on a month-to-month basis since December 2019 to date.

Whereas the MEC for Transport and Human Settlements for KwaZulu-Natal has on 29<sup>th</sup> August 2024 approved the project for the provision of sanitation service to Umzinto Informal Settlements through the Municipal Housing Operational Account (MHOA).

Whereas the utilization of Municipal Housing Operational Account (MHOA) funds of R2 380 987.81 located at Umdoni Local Municipality for the procurement of sanitation services for the informal settlements in Umdoni for a period of 3-6 months.

Whereas Ugu District Municipality will access these funds from Umdoni Local Municipality and continue to provide the interim services for a further period of six months from 01 September 2024 to 28 February 2025 with the service provider referred to above thereafter the contract between Ugu DM and the service provider will be terminated.

Umdoni Local Municipality will through the MHOA funds pay Ugu District Municipality who will in turn pay the service provider for the provisions of the interim sanitation services for the

MEMORANDUM OF AGREEMENT – UGU DM AND UMDONI LM PAYMENT OF MOBILE TOILETS  
IN UMZINTO INFORMAL SETTLEMENTS 01 SEPTEMBER 2024 – 28 FEBRUARY 2025

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R.N.L

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period above.

Now therefore the parties agree as follows:

## 1. DEFINITIONS

For the purposes of this Agreement, except in a context indicating that some other meaning is intended, the following words and phrases shall have the meaning assigned to them hereunder:

- |                                |   |
|--------------------------------|---|
| <b>1.1 "Ugu"</b>               | means the Ugu District Municipality as created in terms of the Municipal Structures Act, 1998 and envisaged in terms of the Constitution.                   |
| <b>1.2 "Umdoni"</b>            | means Umdoni Local Municipality, a local Municipality as created in terms of the Municipal Structures Act, 1998 and envisaged in terms of the Constitution. |
| <b>1.3 "DHS"</b>               | means the KwaZulu-Natal Department of Human Settlements.  |
| <b>1.4 Constitution</b>        | means the Constitution of the Republic of South Africa Act 108 of 1996.   |
| <b>1.5 "Structures Act"</b>    | means the Local Government Municipal Structures Act 117 of 1998   |
| <b>1.6 Systems Act</b>         | means the Local Government Municipal Systems Act 32 of 2000   |
| <b>1.7 "Working Day"</b>       | means any day from Monday to Friday, excluding Saturdays, Sundays, Public holidays and refers to a shift working day  |
| <b>1.8 "Agreement"</b>         | means this Memorandum of Understanding together with all annexures, once properly initiated, and signed by all Parties                                      |
| <b>1.9 "Commencement Date"</b> | Irrespective of the date of signature, this agreement shall commence on 01 September 2024.  |

MEMORANDUM OF AGREEMENT – UGU DM AND UMDONI LM PAYMENT OF MOBILE TOILETS  
IN UMZINTO INFORMAL SETTLEMENTS 01 SEPTEMBER 2024 – 28 FEBRUARY 2025

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- 1.10 "Force majeure"** means a circumstance which is beyond a party's reasonable control, and which renders the performance by that party of its obligations impossible including, for example, Fire, flood, earthquake, elements of nature, acts of God, wars riots, civil disorders, rebellions or revolutions, acts of terrorism, strikes, lockouts or labour disputes.

## **2. INTERPRETATION**

- 2.1** In this Agreement, unless the context indicates otherwise, words or phrases importing the singular shall, where necessary, include the plural and vice versa, and words importing any one gender shall, where necessary, include the other gender.
- 2.2** Words importing natural persons refer also to juristic persons and vice versa.
- 2.3** Paragraph headings appear in this Agreement for the purpose of reference only and shall not influence the proper interpretation of the subject matter.
- 2.4** Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.5** This Agreement shall be interpreted and applied in accordance with South African laws.

## **3. BACKGROUND AND PURPOSE**

- 3.1** The Department of Human Settlements (KZN) and Umdoni Local Municipality have the Umzinto Slums Clearance that aims to eradicate informal settlements within Umzinto area ward 11, 12 and 13 in Umdoni Local Municipality. In terms of the project and as at July 2020 over 500 units of the Phase 1A have been completed however a large number of beneficiaries are still living in the informal settlements requiring interim services. The Umzinto Slums Clearance Project is wholly funded by the Department of Human Settlements (KZN)

- 3.2** Whereas Ugu District Municipality's role within this project is to provide bulk water and sanitation infrastructure however in 2016 it was agreed in the spirit

MEMORANDUM OF AGREEMENT – UGU DM AND UMDONI LM PAYMENT OF MOBILE TOILETS  
IN UMZINTO INFORMAL SETTLEMENTS 01 SEPTEMBER 2024 – 28 FEBRUARY 2025

V.O A.C  
LIP S.N.L.

*Handwritten signature*

of cooperative governance that Ugu District Municipality assist with the provision of interim services to the informal settlement for a period of thirty-six months (36) in which time Umdoni Local Municipality and the Department of Human Settlements were to finalise the Umzinto Slums Clearance thereby eradicating informal settlements in the Umzinto area thereby eradicating beneficiaries requiring interim services.

- 3.3** Ugu District Municipality appointed a service provider Sanitech a Division of Waco Africa (PTY) LTD for Supply and delivery of Mobile Toilets at Umzinto Informal Settlements for a period of Thirty-Six (36) Months, contract number: UGU-07-1390-2016 as per Letter of Award marked Annexure "A".
- 3.4** As at July 2020 and over 42 months into the above contract the Department of Human Settlements and Umdoni Local Municipality had not completed the Umzinto Slums Clearance project and thus a large number of beneficiaries in the Umzinto Informal Settlement were still in need of interim services.
- 3.5** In a meeting held on 23 July 2020 between Ugu District Municipality, Umdoni Local Municipality and the Department of Human Settlements KZN, the DHS (KZN) advised that it has funding in a form of grant for the provision of interim services for informal settlements available only for Local Municipality's. It was resolved in that meeting that Umdoni Local Municipality would make an application for the funding/ grant with the Department of Human Settlement.
- 3.6** Umdoni Local Municipality, with the assistance of Ugu District Municipality, made an application dated 31 July 2020 for said funding from the Department of Human Settlement. The Department of Human Settlement advised that they require a period of six (6) months to allow for their processes to avail the funding to Umdoni Local Municipality. See Annexure marked "B".
- 3.7** It was agreed that Ugu District Municipality would continue to provide the mobile toilets for a further period of six-months to accommodate the six-month period requested by DHS(KZN).

- 3.8 It was further agreed that at Umdoni Local Municipality would take of the provision of the interim services/mobile toilets at the end of the six-month period referred to in 3.7 above.
- 3.9 Over the years and between 2020 to 2023 there have been numerous discussions by Ugu District Municipality and Umdoni Local Municipality to facilitate the transition of the provision of the interim services from UDM to ULM resulting in the UDM Council taking a resolution that the provision of these interim services be transferred to Umdoni Local Municipality. See Annexure "C."
- 3.10 To date, August 2023, Ugu District Municipality is still providing and paying for the interim services for the beneficiaries in Umzinto Informal Settlements on a month-to-month basis since December 2019 with the understanding that the Department of Human Settlement (KZN) is soon to avail the funding to Umdoni Local Municipality wherein Umdoni Local Municipality would take over the provision of the interim services.
- 3.11 The Department of Human Settlement advised Umdoni Local Municipality that it had received its application for funding and that it required a period of six months from 01 August 2023 in order to finalize its processes and avail the funding to Umdoni Local Municipality.
- 3.12 Ugu District Municipality agrees to extend the contract for the provision of mobile toilets to Umzinto Informal Settlement with Sanitech a Division of Waco Africa (PTY) LTD for a further period of six months from 1 August 2023 to 31 January 2024 thereafter Umdoni Local Municipality will take over the provision of interim services to Umzinto Informal Settlement.
- 3.13 Ugu District Municipality was, on or about January 2024, informed by the KwaZulu-Natal DHS that the procurement process for taking over the services with Umdoni Local Municipality had not been finalized and requested that Ugu DM extend the contract with the service provider.

**3.14** Ugu District Municipality extended the contract from January 2024 to June 2024 and again from July 2024 to August 2024 as the status referred to in 3.13 remained the same.

**3.15** On the 29<sup>th</sup> of August 2024 the MEC for Transport and Human Settlements for KwaZulu-Natal approved the project for the provision of sanitation service to Umzinto Informal Settlements through the Municipal Housing Operational Account (MHOA) on the terms and conditions as set out in Annexure "D" and Annexure "E" respectively.

**3.16** Ugu District District Municipality will extend the contract from 01 September 2024 to 28 February 2025 and Umdoni Local Municipality will through the MHOA funds as approved by the MEC pay Ugu DM monthly for the services who will in turn pay the service provider for the provision of these services. Thereafter the contract between Ugu DM and the service provider will be terminated.

#### **4. DURATION**

**4.1** This Agreement shall commence on 01 September 2024 and shall subsist until 28 February 2025.

#### **5. DUTIES OF PARTIES**

##### **5.1 UGU DISTRICT MUNICIPALITY**

**5.1.1** The Ugu District Municipality will ensure that the service provider supplies a total of 180 Mobile Chemical Toilet Units which are serviced a minimum of two times per week.

The Mobile Chemical Toilets Units will be allocated per area as per table below:

<b>SITE NAME</b>	<b>QUANTITY</b>
Mbetheni Informal Settlement	20
Alexander Informal Settlement	20
Sanathan Hall and NPA Informal settlements	70

**MEMORANDUM OF AGREEMENT – UGU DM AND UMDONI LM PAYMENT OF MOBILE TOILETS IN UMZINTO INFORMAL SETTLEMENTS 01 SEPTEMBER 2024 – 28 FEBRUARY 2025**

V.O N.C  
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Thokoza and Roseville Temporary Houses	20
Lindelani Temporary Houses	30
Maholozi Temporary Houses	20

5.1.2 The service provider will invoice Ugu District Municipality the full amount of the services rendered per month.

5.1.3 Ugu District Municipality will in turn invoice Umdoni Local Municipality the full amount invoiced by the service provider as per 5.1.2 above per month.

## 5.2 UMDONI LOCAL MUNICIPALITY

5.2.1 The Umdoni Local Municipality will pay Ugu District Municipality monthly the full amount invoiced by the service provider for the duration of this agreement. Payment to Ugu District Municipality must be made within Fourteen (14) days after receipt of the invoice referred to in 5.1.3 above. The payment stipulated in clause 5.2.1 above shall be made into Ugu District Municipality's bank account with the following details: (See Annexure "F")

**Ugu District Municipality**

**Standard Bank**

**General Account**

**Account Number: 063289767**

**Branch Code: 051001**

**Ref: UGU-07-1390-2016 (WACO)**

5.2.2 The proof of payment will be emailed to Ugu District Municipality on this address: ([Banks@ugu.gov.za](mailto:Banks@ugu.gov.za))

## 6. DISPUTE RESOLUTION

6.1 In the event that parties to the contract have a dispute with each other, the Heads of the respective Institutions, shall give Notice to the other of a meeting to resolve such dispute within ten (10) days of the dispute having arisen and shall endeavour to meet and conclude on resolutions within thirty (30) days of the dispute having arisen.

MEMORANDUM OF AGREEMENT – UGU DM AND UMDONI LM PAYMENT OF MOBILE TOILETS  
IN UMZINTO INFORMAL SETTLEMENTS 01 SEPTEMBER 2024 – 28 FEBRUARY 2025

A.C.  
S.N.L.

V.O.  
M.P.

N.G.  
P.

6.2 If the dispute is unable to be resolved amicably as per 6.1 supra, then the Parties shall utilize the Intergovernmental Relations Framework Act to guide the dispute resolution process.

6.3 If the above methods fail, then parties may approach a court of law for any appropriate relief that may be sought, as long as parties can show that, the courts are the avenue of last resort.

## 7. FORCE MAJEURE

If a Party is or will be prevented from performing any of its obligations under this Agreement by Force Majeure, then it shall give notice to the other Parties of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented.

The notice shall be given within seven (7) working days after the Party became aware, or should have become aware, of the relevant event or circumstances constituting Force Majeure.

The Party shall, having given notice, be excused from performance of such obligations for so long as such Force Majeure prevents it from performing them, provided that the Party alleging Force Majeure shall have a duty to minimize delay in performance where possible and or reasonable.

## 8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement among the Parties. No variations, amendments and or changes shall be binding on any party unless agreed to by all Parties and reduced to writing.

## 9. DOMICILIA CITANDI ET EXECUTANDI

9.1 The parties appoint the addresses set out herein below as their respective *domicilia citandi et executandi* -

**UGU DISTRICT MUNICIPALITY:**

28 Connor Street

MEMORANDUM OF AGREEMENT – UGU DM AND UMDONI LM PAYMENT OF MOBILE TOILETS  
IN UMZINTO INFORMAL SETTLEMENTS 01 SEPTEMBER 2024 – 28 FEBRUARY 2025


A.C.  
S.N.L.

N.G.  
C.W.  
V.O.  
M.P.

Port Shepstone  
4240

**UMDONI LOCAL MUNICIPALITY:**  
Corner of Bram Fischer and Williamson Streets  
Scottburgh  
4180

THUS DONE and SIGNED at PORT SHEPSTONE on this 10 DAY OF  
October 2024.



**MR VELA OWEN MAZIBUKO**  
**ACTING MUNICIPAL MANAGER**  
**UGU DISTRICT MUNICIPALITY**

**AS WITNESSES:**

1. N.P. MANDULA 

2. S.M.L. Ntsekoa 

Scottburgh  
THUS DONE and SIGNED at PORT SHEPSTONE on this 02 DAY OF  
October 2024.



**MR NHLAKANIPHO GEOFFREY KUMALO**  
**ACTING MUNICIPAL MANAGER**  
**UMDONI LOCAL MUNICIPALITY**

**AS WITNESSES:**

1. 

2. 



# ANNEXURE H

PO Box 33, Port Shepstone 4240  
KwaZulu-Natal  
South Africa

28 Connor Street  
Tel: (039) 688 5600  
Fax: (039) 682 2846

**Ugu Distrik Munisipaliteit**

**Ugu District Municipality**  
**DEPARTMENT OF TREASURY**

**Ugu Umasipala Westfunda**

**Enquiries: SCM Manager**  
**039 688 5900**

**REF: UGU-07-1390-2016**

**17 February 2025**

**Sanitech a Division of Waco Africa (Pty) Ltd**  
**P.O Box 12706**  
**Jacobs**  
**Durban**  
**4026**

**E-mail: [jeff@sanitech.co.za](mailto:jeff@sanitech.co.za)**

**Dear Sir / Madam**

**RE: EXTENSION OF CONTRACT; UGU-07-1390-2016: SUPPLY AND DELIVERY OF MOBILE TOILETS AT UMZINTO INFORMAL SETTLEMENTS FOR A PERIOD OF SIX (06) MONTHS.**

Ugu District Municipality has pleasure in extending your appointment for the above-mentioned contract for a period of six (06) months, with effect from the 1<sup>st</sup> of March 2025 to the 30 September 2025.

You shall liaise with Dr LT Mwelase, Acting General Manager, Water Services Department on 039 688 5843 or [Thuli.Mwelase@ugu.gov.za](mailto:Thuli.Mwelase@ugu.gov.za) should you have queries regarding this contract.

**Yours Faithfully**

  
**MR VO, MAZIBUKO**  
**ACTING MUNICIPAL MANAGER**

**PARK RYME: (039) 976 1333**

**PORT SHEPSTONE: (039) 598 5700**

**OSLO BEACH: (039) 688 6830**

**MARDING: (039) 433 1663**

**24 HOUR CALL CENTRE NO: 08000 92637; FRAUD HOTLINE NO: 0800 63 63 63**

**[www.ugu.org.za](http://www.ugu.org.za)**





**DIRECTORATE:**

Integrated Planning

Private Bag X 54367, DURBAN, 4000

Eagle Building, 353-353 Dr Pixley ka Seme Street, Durban, 4000

Tel: 031 319 3600 Fax: 031 335 5114

**THE ACTING MUNICIPAL MANAGER**  
**UMDONI MUNICIPALITY**  
**P.O. BOX 19**  
**SCOTTSBURGH**  
**4180**

Attention: Mr Mthokozisi Shangase,

**RE: UMZINTO SANITATION SERVICES**

Due to delays encountered in the provision of Interim services project, there is a need to continue with the provision of sanitation services within Umzinto. The Department therefore will grant permission for uMdoni Local Municipality to continue to utilise funds from the Municipal Housing Operational Account within Umdoni Local municipality in order to make payment to uGu District Municipality for sanitation services rendered for Umzinto Informal settlements as per the revised development programme.

Kindly note that a release letter will be issued upon receipt of invoices and supporting documents and that a copy of the MOA must be submitted to the Department for its records.

For any enquiries, kindly contact the undersigned.

  
Mr Thula Biyela  
Director: Integrated Planning  
KZN Human Settlements

14/09/2019  
Date:



# UMDONI MUNICIPALITY

## EXTRACT

OF THE UNCONFIRMED MINUTES OF THE  
SPECIAL COUNCIL MEETING OF UMDONI MUNICIPALITY  
HELD IN THE COUNCIL CHAMBERS ON  
TUESDAY, 01 APRIL 2025 AT 15:15

### ATTENDANCE:

## EXTRACT:

## COUNCIL MEETING

DATE OF MEETING	TIME	VENUE
TUESDAY 01 APRIL 2025	15:15	COUNCIL CHAMBERS
CHAIRPERSON	CLLR ME MBUTHO - SPEAKER	

PRESENT	LEAVE OF ABSENCE / ABSENT / APOLOGY	ON OFFICIAL COUNCIL BUSINESS
ClIr Bhoola – RB ClIr Cele – Luthuli: MJ [Mayor] ClIr Cutten – A ClIr Duma – ZZ [EXCO Member] ClIr Dlamini – LR ClIr Khan – MA ClIr Khanyile – SV ClIr Maharaj – RS ClIr Mahomed – S ClIr Madlala – MR ClIr Mokoena – SC [EXCO Member] ClIr Mngoma – SE ClIr Mbenywa – MP ClIr Naidoo – S [EXCO Member] ClIr Ndlela – JM ClIr Nkomo – NL ClIr Phungula – GV ClIr Sookhra – S ClIr Tenza – MP ClIr Thabane – PE [Mayor] [EXCO Member] ClIr Zoka – SA ClIr Zulu – S ClIr Nzama – TV ClIr Cele – SA ClIr Dlamini – G ClIr Gumede – ON ClIr Morata – Z ClIr Mokoena – S	ClIr Nombika – PN [Absent] ClIr Mthwane – WS [Absent] ClIr Jeza – ZKW [Absent] ClIr Shezi – SN [Absent] ClIr Khumalo – PK [Absent] ClIr Dlamini – SG – [EXCO Member] [Apology] ClIr Ngubo – MJ [Apology]	
<b>AMAKHOSI</b>	Inkosi SE Mbhele Inkosi MR Cele	
<b>OFFICIALS</b>		

Mr T Mketso Acting GM Financial Services Not  
present during In – Committee Portfolios

Mr M Mokoena Acting GM Financial Services Not

present during In – Committee Portfolios

Mr A. Mokoena

Mr B. Mokoena

Not present during In – Committee Portfolios

Mr SE Mokoena

Mr M Mokoena

Mr M Mokoena

COMMITTEE SECTION	Mr. Bruma - Committee Section
ICG SUPPORT	Mr. Bruma - Committee Section
CoGTA SUPPORT	Mrs N Dlamini - Local Government Expert
INVITEES / PRESS / PUBLIC / PRESENTORS AND OFFICIALS	INVITEES / PRESS / PUBLIC / PRESENTORS AND OFFICIALS

## IN COMMITTEE PORTION

SC.9.2/Apr-25

### **SECONDMENT OF MS N DLAMINI TO ACT IN THE POSITION OF MUNICIPAL MANAGER-UMDONI LM**

The Umdoni Council considered the above matter which was a report on secondment of Ms. N Dlamini to act in the position of Municipal Manager- Umdoni LM "In - Committee Portion"

Following much discussions, it was.

### **UNANIMOUSLY RESOLVED**

1. That Council note the secondment of Ms. N Dlamini. as the Acting Municipal Manager as from the 7<sup>th</sup> April 2025, in line with the submission from the Office of the Honourable MEC. CoGTA
2. That the Office of the Mayor write to the Office of the MEC to provide clarity on the appointment of Ms. N Dlamini specific to the content of Section 154 versus Section 139 of the Constitution
3. That the Office of the Mayor write to the Office of the MEC to provide clarity on the duties of Ms. N Dlamini on her secondment as the Acting Municipal Manager versus her duties as the appointed Local Government expert at Umdoni Municipality in terms of Section 154 Intervention Programme

[Action: Office of the Honourable Madam Mayor]

RESOLUTION  
NUMBER  
ITEM

SC. 9.2/Apr-25

### **SECONDMENT OF MS N DLAMINI TO ACT IN THE POSITION OF MUNICIPAL MANAGER-UMDONI LM**

**CERTIFIED AS AN EXTRACT OF ORIGINAL MINUTES BY DELEGATED AUTHORITY TO BE AN EXTRACT OF UNCONFIRMED ORIGINAL MINUTES OF THE SPECIAL COUNCIL**

**MEETING DATED 01 APRIL 2025**

Name of the General Manager: Corporate  
services (Acting)  
Umdoni Municipality

Mr. KI Molohlanje  
Signature..