

SR. 113 -
NO. 3

MEMORANDUM OF UNDERSTANDING (MOU)

CONCLUDED BY AND BETWEEN

THE KWAZULU-NATAL DEPARTMENT OF TRANSPORT

Herein represented by Mr J S Mbhele in his duly authorised capacity as the
Head of the Department of Transport


And

THE UMDONI MUNICIPALITY

Herein represented by the Municipal Manager: N G Khumalo (Acting) in his duly authorised capacity of the Umdoni Municipality.

1. INTERPRETATION AND DEFINITIONS

- 1.1 The headings are inserted for ease of reference only and shall not be used for interpretation of this understanding.
- 1.2 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of the understanding, notwithstanding that it is only contained in the interpretation clause.
- 1.3 Any reference to days (other than a reference to business days), months or years shall be reference to calendar days, months or years, as the case may be.
- 1.4 In this understanding, unless the context clearly indicates to the contrary, the following words, phrases and expressions shall have the respective meanings assigned to each of them as follows:


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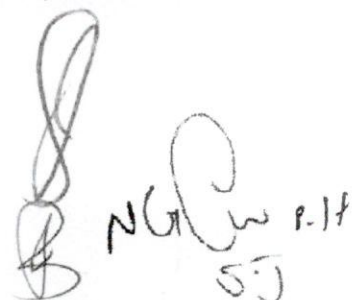
- 1.4.1 **"KZN DOT"** KwaZulu-Natal Department of Transport represented herein by Mr J S Mbhele he being duly authorised thereunto;
- 1.4.2 **Municipality** Local Municipality represented herein by the Municipal Manager, he being duly authorised thereunto;
- 1.4.3 **"PCP"** Refers to the Pedestrian Crossing Patrol Project.
- 1.4.4 **"Transportation Committee"** Refers to a recognised structure of the KZN Department of Transport or its replacement community stakeholder organisation.
- 1.4.5 **"Implementation Plan"** Refers to Annexure A which outlines the steps to follow for the successful implementation of a pedestrian crossing point.
- 1.4.6 **"Road Safety"** The Directorate within the KZN Department of Transport, responsible for the implementation of the Pedestrian Crossing Patrol Project who is also assigned as the Head of Department's designee in relation to this project.

2. PURPOSE

The purpose of this Memorandum of Understanding is to formalise collaboration for a joint partnership between KwaZulu-Natal Department of Transport and The Umdoni Municipality in the implementation of the Pedestrian Crossing Patrol Project at high incident pedestrian locations.

3. PARTICIPATION OF KWAZULU-NATAL DEPARTMENT OF TRANSPORT AND THE UMDONI MUNICIPALITY

- 3.1 With effect from the effective date, the KZNDOT hereby agrees that The Umdoni Municipality participates in the Pedestrian Crossing Patrol Project.
- 3.2 KZN DOT and The Umdoni Municipality will present and co-ordinate the Pedestrian Crossing Patrol Project at identified high risk pedestrian locations.
- 3.3 A partnership shall be forged with KZN DOT whereby Officials of The Umdoni Municipality and Officials of KZNDOT implement the Pedestrian Crossing Patrol Project at identified high risk pedestrian locations.




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- 3.4 All activities and deliberations will be in the spirit of collaboration and cooperation between the parties in the understanding.
- 3.5 Provide appropriate equipment, materials, aids, infrastructure and related facilities for effective delivery of the project.
- 3.6 All decision, amendments or additions in the Pedestrian Crossing Patrol Project will be taken jointly between KZN DOT and The Umdoni Municipality.

4. ROLES AND RESPONSIBILITIES OF PARTIES

4.1 Obligations of KwaZulu-Natal Department of Transport

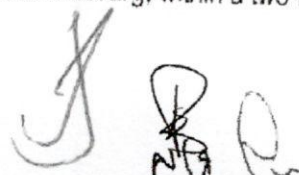
- 4.1.1 The Department of Transport will facilitate the Pedestrian Crossing Patrol Project at high-risk pedestrian locations. Provision can be made for multiple crossing points where deemed necessary by the Municipality and the Department of Transport.
- 4.1.2 The Department of Transport will undertake joint audits with Municipalities and Stakeholders, in order to determine whether a site qualifies for the service or not.
- 4.1.3 The Department of Transport will provide the prescribed uniform and equipment for the Pedestrian Crossing Patrol Attendant to operate the service.
- 4.1.4 The Department of Transport will re-imburse the Municipality a monthly stipend in the amount of R5,107.00 per appointed Pedestrian Crossing Patrol Attendant in lieu of services rendered for a full calendar month. The monthly stipend will be stipulated in the Contract of Employment provided by the Municipality.
- 4.1.5 The monthly stipend is to be reviewed annually at the discretion of the Department of Transport based on availability of funding. All changes to the stipend payable to the Municipality shall be made in writing to the Municipality.
- 4.1.6 The monthly stipend payable by the KZN DOT is all inclusive and no additional claims shall be paid to the Municipality for expenses related to the Pedestrian Crossing Patrol project.

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- 4.1.7. The KZNDOT will reimburse the Municipality at the agreed rate upon receipt of the confirmation of service letter as provided by the KZNDOT, duly signed by the authorised Local Municipality Representative, time sheet per claimant and an official invoice from participating Municipality.

4.2 Obligations of The Umdoni Municipality

- 4.2.1 The Umdoni Municipality undertakes to partner with the Department of Transport and where necessary with the affiliated and approved structure of the Department of Transport, in the implementation of the Pedestrian Crossing Patrol Project. The implementation Plan for the Pedestrian Crossing Patrol is attached as Annexure A.
- 4.2.2 Submit the required nomination form regarding the location of high-risk pedestrian sites and the feasibility of implementing the Pedestrian Crossing Patrol Project in consultation with the Department of Transport.
- 4.2.3 The Municipality will appoint the Pedestrian Crossing Patrol Attendant as per criteria set out in point 6 "Criteria for Recruitment" in this document. Appointment will be as per the Municipality's terms and conditions of employment as listed in the Contract of Employment.
- 4.2.4 All appointments will be on a fixed term contract basis and is subject to approval by the Department of Transport, based on funding availability.
- 4.2.5 The appointed Attendant will enter into a contract of employment with the Umdoni Municipality. Signed copies of the contract of employment and certified copy of the identification document of the attendant must be forwarded to the Department of Transport: Road Safety Directorate before the Pedestrian Crossing Patrol Attendant commences duty.
- 4.2.6 All contracts are renewable on a yearly basis subject to the approval of the Department of Transport. The KZN Department of Transport will provide written confirmation regarding the continuation of the project.
- 4.2.7 The Umdoni Municipality will ensure that the Pedestrian Crossing Patrol Attendants are monitored at the identified high incident locations.
- 4.2.8 The Umdoni Municipality will be required to submit all claim forms for the reimbursement of salaries on the prescribed format to the Department of Transport at Head Office, Pietermaritzburg, within a two-month


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period from date of claim.

4.2.9 The Umdoni Municipality shall pay the Pedestrian Crossing Patrol Attendant and claim for re-imbusement of stipend from the Department of Transport thereafter.

4.2.10 All claim forms, with supporting documents (time sheet, verification of services form and official invoice) must be submitted within two calendar months of the claimable month. No claims exceeding the current financial year, that was not submitted to the Department of Transport shall be payable and the onus will rest on the Municipality to bear the expenditure costs. The financial year commences on 1 April and closes on 31 March.

5. SELECTION OF SCHOOLS

5.1 The Umdoni Municipality and Department of Transport will take the following criteria into consideration when selecting schools for the programme:

5.1.1 No duplication or replacement of existing services

5.1.2 Accident Statistics

5.1.3 Road Environment

5.1.4 Location of crossing point

5.1.5 Traffic Volumes

5.1.6 Pedestrian Volumes including the distance walked to and from school (learners).

6. CRITERIA FOR RECRUITMENT

The Umdoni Municipality and the Department of Transport must consider the following when recruitment takes place:

6.1.1 Preference will be given to women.

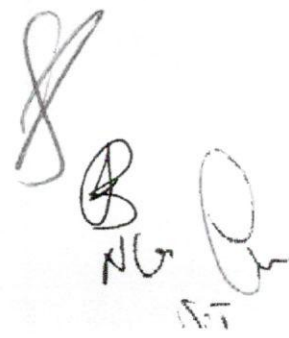
6.1.2 Preference will be given to women headed households.

6.1.3 Preference will be given to no income households.

6.1.4 The applicant must live within the vicinity of the crossing point.

7. MANAGEMENT OF THE PROJECT

The Project will be managed at Head Office, Pietermaritzburg and appointed Pedestrian Crossing Patrol Attendant shall be monitored by the Umdoni Municipality.

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8. TIMEFRAMES

8.1 It is recorded that:

- 8.1.1 The Pedestrian Crossing Patrol Project shall commence on the date on which the Memorandum of Understanding is signed by both parties or on a date mutually agreed upon.
- 8.1.2 The signed Memorandum of Understanding is valid for a period of three (3) years from the date on which the Head: KZN Transport signs.
- 8.1.3 The Memorandum of Understanding may be terminated before the three (3) year period as mutually agreed upon by both parties and only after written notification is provided by either party.

9. DISPUTE SETTLEMENT

Either party to the Agreement may, in the event of any dispute arising out of the provisions of this Agreement, refer the dispute for dispute settlement as contemplated in Chapter 3 of the Consultation of the Republic of South Africa 1996 and provision of Chapter 4 of the Intergovernmental Relations Framework Act, 2005 (Act no 13 of 2005).

10. DOMICILIA


The parties hereto choose *domicilia citandi et executandi* for all purposes of and in connection with this understanding as follows:

KWAZULU-NATAL DEPARTMENT OF TRANSPORT: 172 BURGER STREET
PIETERMARITZBURG
3201

THE UMDONI MUNICIPALITY : Cnr of Williamson Street & Braam Fischer Road
Scottburgh
4180

10.1 Should the *domicilia citandi et executandi* of the KZN Department of Transport change the Partnership Municipality will be informed in writing within 14 working days.

10.2 Should the *domicilia citandi et executandi* of the Umdoni Municipality change the KZN Department of Transport will be informed in writing within 14 working day.


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11. WHOLE AGREEMENT

This agreement, including its Annexures, constitutes the whole agreement between the parties in relation to its subject matter and supersedes all prior agreements and no documentation, representation, warranty or agreement not contained herein shall be of any force between the parties.

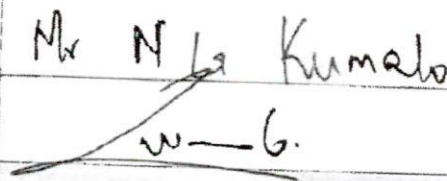
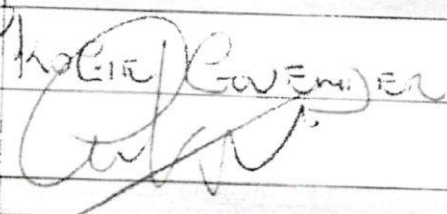
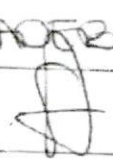
13. GENERAL

- 13.1 This agreement may be amended by mutual consent of the parties in writing, provided that it is agreed that this agreement, together with its appendices, constitutes the sole record of the agreement between the parties in regard to its subject matter.
- 13.2 Each clause of this agreement is severable from each of the other clauses and if any clause in this agreement is found to be void, invalid or unenforceable for any reason, the remaining clauses remain in full force and effect.
- 13.3 The provisions of this agreement are binding upon the successors-in-title of the parties, and the rights and obligations of each party arising out of or pursuant to this agreement will devolve upon and bind its successors-in-title.

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SIGNATORIES TO THE MEMORANDUM OF AGREEMENT: PEDESTRIAN CROSSING PATROL PROJECT
ON BEHALF OF THE UMDONI MUNICIPALITY

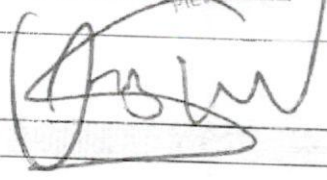
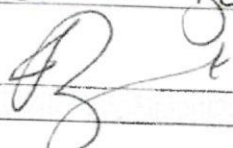

SIGNED AT SCOTTBURGH ON THIS 7TH OF FEBRUARY 2025

NAME AND SURNAME OF MUNICIPAL MANAGER	Mr N L Kumalo
SIGNATURE OF MUNICIPAL MANAGER	
NAME AND SURNAME OF WITNESS 1	Indlela Gwemane
SIGNATURE OF WITNESS	
NAME AND SURNAME OF WITNESS 2	RADIBE SENTZENI JINET
SIGNATURE OF WITNESS	

ON BEHALF OF THE KWAZULU NATAL DEPARTMENT OF TRANSPORT

HEAD OF TRANSPORT
 Inkosi Mhlabuzini Mkhondo House
 172 Burger Street, Pietermaritzburg 3201

SIGNED AT Pietermaritzburg ON THIS 2ND OF APRIL 2025

NAME AND SURNAME OF HEAD: TRANSPORT	MR JUSTICE SIBONISO MBHELE
SIGNATURE OF HEAD: TRANSPORT	
NAME AND SURNAME OF WITNESS 1	Jolene Boulton
SIGNATURE OF WITNESS	
NAME AND SURNAME OF WITNESS 2	Phindile Hlangwa
SIGNATURE OF WITNESS	

PEDESTRIAN CROSSING PROJECT: ANNEXURE A – IMPLEMENTATION PLAN

ACTIVITY	ROLE PLAYERS	ACTION / DATE
The site is identified and nominated by the Municipal Representative/School. A nomination form is completed and forwarded to the KZN Department of Transport: Head Office Pietermaritzburg. Copies of the nomination forms are available from the KZN Department of Transport: Head Office Pietermaritzburg.	Municipal Representative / School / Department of Transport Representatives / Structure	Annual Revision. Existing sites on project to remain if funding is available. New forms to be submitted on a needs basis and kept on record for consideration if funding becomes available.
Upon receipt of the Nomination Form by the KZN Department of Transport: Head Office Pietermaritzburg the site is assessed by the participating Municipality & Departmental Representatives.	DOT, Municipality	Ongoing. Assessments undertaken dependent on nominations received.
The findings of the assessment presented to the Municipality for consideration of the implementation of the Pedestrian Crossing Project.	DOT, Municipality	Ongoing
A Memorandum of Understanding is signed between DOT and the Municipality formalising the working relationship for the implementation of the Project.	DOT, Municipality	MTEF 3 Year Period Renewal notices to be sent in January preceding end of three-year period. Follow up notices in February. Attendance of Council Meetings and MM Meetings on request.
Once the Memorandum of Understanding is signed, joint decisions are made regarding the quickest route to implement traffic calming measures and infrastructure for the effective operation of the service.	DOT, Municipality	Ongoing
Once the traffic calming measures are implemented, the Municipality facilitates the employment process.	Municipality	Annually. Only applicable to new approved sites in terms of funding availability.
Once the appointments are finalised uniforms and equipment are provided.	DOT	Annually. All uniforms replaced for PCP attendants.
The newly appointed official is trained.	Municipality	As per needs
The official is monitored on an ongoing basis.	Municipality	Daily / Monthly
Claims for the re-imbursement of salaries are forwarded to DOT for payment.	Municipality	Monthly



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TRANSPORT
REPUBLIC OF SOUTH AFRICA

Post Bag X9043, Pietermaritzburg, 3201
Mhlaburuzima Maphumulo House 172 Burger Street, Pietermaritzburg, 3200
033 355 8068 Fax: 033 355 8078

DIRECTORATE: ROAD SAFETY

Enquiries : J Boulton
Email : lolene.boulton@kzntransport.gov.za
Cell : 082 808 4655
Reference: PCP Funding 2025/26

UMDONI MUNICIPALITY

29 January 2025

VIA EMAIL

CONFIRMATION OF FUNDING FOR REIMBURSEMENT OF SALARIES FOR PEDESTRIAN CROSSING PATROL ATTENDANTS: FINANCIAL YEAR 1 APRIL 2025 – 31 MARCH 2026

In line with the successful collaboration between the Department of Transport and Umdoni Municipality, we are writing to provide formal confirmation regarding funding for the appointment of Pedestrian Crossing Patrol Attendants for the 2025/2026 financial year. As the current Memorandum of Understanding (MOU) between our two entities is set to expire on 31 March 2025, we intend to enter into a new MOU that will continue to guide this important initiative for the next three years. The new MOU is sent as a separate attachment in the email and requires the Municipal Manager's signature. Once signed, it should be returned to the Department of Transport for signature by the Head: Transport.

In accordance with the existing MOU, specifically clause 4.2.6, it is the responsibility of the Department of Transport to formally notify the Municipality regarding the availability of funding for the appointment of Pedestrian Crossing Patrol Attendants. This letter serves as the official confirmation of available funding for the 2025/2026 financial year, specifically for 22 pedestrian crossing patrol attendants, subject to the following conditions:

Site Review: A review of the existing pedestrian crossing sites must be conducted to ensure that road safety needs are being adequately addressed. As traffic flow patterns are subject to change, the attendants should be assigned to high-risk pedestrian areas to ensure safe crossings for vulnerable road users. A confirmation letter regarding the site review must be submitted to this office for record-keeping purposes.

Appointment Criteria: All appointments must be made in accordance with the terms specified in the MOU, with priority given to women-headed households or households with low or no income.



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Location of Attendants: To maintain continuous road safety services, it is required that appointed attendants reside in close proximity to their designated crossing points.

Documentation Submission: The Municipality is required to submit copies of the employment contracts for each appointed attendant, along with certified ID copies, by no later than 15 April 2025.

It is important to note that the new MOU between the Department of Transport and the Municipality includes an increase in the salary for each attendant. The salary will increase from R4,903.97 to R5,107.00 per month, reflecting a 4.06% adjustment. This amount is inclusive of all expenses, and no additional benefits will be reimbursed.

It must further be noted that monthly claims must be submitted within a two-month period, from claimable month. All claims must be accompanied by a monthly time sheet for each attendant, a verification form, and an invoice on Municipal letterhead. Please note that the Municipality is responsible for paying the attendants' salaries upfront, and only once this has been done, can reimbursement be claimed from the Department of Transport.

Please be advised that no reimbursements will be processed without the Department of Transport having received the new Memorandum of Understanding, employment contracts and certified ID copies of each attendant.

Should you have any questions or require further clarification, please feel free to contact Ms. Jolene Boulton at 082 808 4655 or via email at jolene.boulton@kznttransport.gov.za.

Thank you for your cooperation, and we look forward to continued collaboration in promoting road safety.

Jolene Boulton

J BOULTON
PROJECT MANAGER
ROAD SAFETY DIRECTORATE