

LOCAL GOVERNMENT COALITION AGREEMENT

2021

WHEREAS the parties to this agreement, listed in Annexure A hereto, have all contested in the Local Government Municipal Elections, held on 1 November 2021.

AND WHEREAS the parties won representation in the Cederberg municipality enabling a majority multi-party coalition government (the Coalition) to be formed.

AND WHEREAS the parties, inclusive of all their public representatives, share certain values, principles, and policy objectives and wish to form a stable and effective government in the Cederberg municipality with the purpose of realising pre-identified priorities in the term of office to which their candidates were elected, whilst maintaining their own independent political identities.

AND WHEREAS the parties wish to record the terms of the coalition agreement for the purpose of transparency, certainty and guidance to all public representatives that are members of the parties serving in the municipality as councillors (Coalition members) as well as to the residents in the municipality.

NOW WHEREFORE the parties agree as follows:

1. COMMITMENTS

The parties agree that the following will be the objectives of the coalition governments that will be formed because of this agreement.

- 1.1 The coalition shall be called "the coalition government" or the "mutli-party coalition" and no single party shall claim ownership of it.
- 1.2 A programme of government will be prepared which will take into account the manifestos of coalition parties where reasonably practicable. The programme of government will be known as the "coalition manifesto" and shall be made public.
- 1.3 A culture of accountability, transparency and good governance will form the foundation of all work to be performed in the municipality.
- 1.4 All coalition members acknowledge the value of openness and will ensure the accessibility of information to residents of the municipality.
- 1.5 All coalition members shall be accessible and responsive to all residents of the municipality.
- 1.6 All coalition members shall endeavour to eliminate corruption and maladministration within the municipality, including a non-negotiable commitment to the rule of law and constitutionalism.



- 1.7 The separation of party and state will be strictly adhered to by all coalition members.
- 1.8 The coalition will be committed to correcting the injustices of the past, and shall seek to ensure an inclusive economy and society through evidence-based developmental policies.
- 1.9 All parties shall endeavour to expand opportunities for all, and oppose any forms of racial, gender or other quotas.
- 1.10 All parties shall uphold non-racialism.
- 1.11 All parties shall avoid the politics of patronage, nepotism, or self-enrichment.
- 1.12 All coalition members shall ensure the municipality is driven by the pursuit of excellence, this includes merit-based appointments and policymaking guided by evidence and the objectives set out in this agreement.
- 1.13 Parties to this coalition agreement will strive to reach decisions relating to the management and resolution of conflicts, by consensus. Where consensus cannot be reached, the matter will be escalated in terms of the provisions of this agreement.
- 1.14 No party to this agreement shall enter into any other coalition in Cederberg municipality which is inconsistent with this agreement.

2. OBJECTIVES

The parties to the agreement will work to:

- 2.1 ensure that every community has access to reliable, clean, running water, that is safe to drink and to prepare food; modernise water management and the detection of water leaks; and prevent untreated wastewater contaminating the environment, homes, streets, and sidewalks within the municipality.
- 2.2 ensure there is a hygienic environment to live and play delivered through effective waste collection and rubbish disposal to protect the environment and the health of residents; comply with environmental legislation; and ensure working landfill sites; and the implementation of recycling programmes.
- 2.3 give residents back their power by helping to free them from Eskom load shedding and enhance access to reliable, affordable, and sustainable electricity; incentivise pre-paid electricity systems and private electricity generation.
- 2.4 reclaim public spaces currently taken over by lawlessness, litter, and neglect so that they may be once again places for all residents to enjoy.



- 2.5 invest in safe, reliable, and affordable public transport, and well-maintained roads; and work to eradicate irrational national taxes and tolls on roads affecting municipal areas.
- 2.6. Strive to spend at least 8% of the value of the municipality's "Property, Plant and Equipment" (PPE) on maintenance.
- 2.7 be tough on crime and tougher on the causes of crime by investing in localised law enforcement and tackling the local conditions which give rise to crime in the first place.
- 2.8 focus first on getting the basics right as the foundation to bringing in investment and jobs to the local economy. Beyond that the parties to this agreement are committed to improving the business environment by making it easier to do business within the municipality.
- 2.9 collaborate for sustainable housing by increasing the scale of housing delivered through private initiative, diversifying housing options, and ensuring more people own their homes.
- 2.10 adopt a holistic approach to keeping communities in good health by ensuring that all departments work together to minimise the risks which lead to poor health, to respond effectively to health emergencies, and to achieve overall positive health outcomes; and
- 2.11 govern in the interests of the people by eliminating corruption, adopting best practices in good governance, and ensuring the resilience of communities through effective disaster risk management.
- 2.12 support devolution of power to the lowest effective level within the constitutional and legislative framework; and ensure the effective functioning of ward committees by providing adequate administrative support.
- 2.13. establish sub-Councils in Metropolitan local governments.
- 2.14 audit and review the municipality's organogram and staff complement, including remuneration levels; ensure the appointment of fit-for-purpose officials and the downward review of salary scales before filling vacant posts, where this is indicated by the review; and implement consequence management procedures for the transgression of laws and regulations, or non-performance.
- 2.15 as per legislation municipal services should be run in a cost reflective manner, where possible we will avoid above-inflation increases in tariffs, rates and taxes, where unavoidable, this shall be adequately explained to the public.

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- 2.16 promote multilingualism and protect and enhance the heritage landscape; and render services in the languages of the said municipality (in accordance with Section 6 (3) b of the South African Constitution).

3. TERM OF OFFICE PRIORITIES

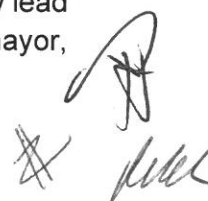
- 3.1 The parties are cognisant of the 5-year statutory term imposed on every municipal council by the Constitution of South Africa. Accordingly, an agreement must therefore be reached on shared projects and/or priorities in the relevant municipality that is achievable in this term.
- 3.2 As a general priority to every municipality where a coalition government is formed, the following are identified as default priorities:
- 3.2.1 Good Governance;
 - 3.2.2 Financial sustainability;
 - 3.2.3 Water provision;
 - 3.2.4 Waste management;
 - 3.2.5 Sewerage management;
 - 3.2.6 Electricity provision;
 - 3.2.7 Infrastructure maintenance;
 - 3.2.8 Public and Recreational Spaces;
 - 3.2.9 Roads and Transport;
 - 3.2.10 Safety and Security;
 - 3.2.11 Job Creation and Investment;
 - 3.2.12 Sustainable Housing;
 - 3.2.13 Health;
 - 3.2.14 Environmental Protection;
 - 3.2.15 Devolution of Power.
- 3.3 The parties shall, by consulting with their local councillors, identify the municipality's needs / pressing projects and priorities, in addition to the default priorities listed in paragraph 3.2 above that may be achievable within the term of office.
- 3.4 These projects and priorities are reflected and incorporated herein as listed in Annexure B hereto. These may be negotiated after the establishment of that coalition government by mutual agreement of the parties and need not be referred back to the COG, unless a dispute arises.
- 3.5 The parties shall prioritise the projects and take all steps necessary, from within the municipal council to further and realise the projects identified herein, that form part of the Programme of Governance.
- 3.6 A governance model, which outlines the political and administrative structure of the municipality, will be established by the joint caucus to effectively implement the programme of governance.

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4. JOINT CAUCUS (JC)

4.1 Parties to the Coalition, through its councillors, shall:

- 4.1.1 establish a JC for the purposes of the day to day management of the coalition and to ensure a coordinated response to issues that will serve before the municipal council.
- 4.1.2 Elect a JC chairperson and deputy-chairperson (who shall not be from the same party as the chairperson).
- 4.1.3 adopt a set of joint caucus rules in terms of which the JC functions and takes decisions.
- 4.1.4 subject to the reasonable provisions for dissent defined in this agreement, at all times adhere to and support decisions of the JC and not differ publicly from any decision taken, except when it has been decided by the JC that a member, or a party, may exercise a free vote on a question of conscience. A matter of conscience should be defined by a clear criteria.
- 4.1.5 must attend JC caucus meetings punctually and no member is excused from attending a JC meeting except by leave of the chairperson of the JC, or whip of his/her party (where applicable).
- 4.1.6 must always perform their duties in the relevant forum diligently and to the level and standard required by this agreement.
- 4.1.7 ensure that the JC is responsible for the proper functioning of the Coalition in the relevant municipality and may, subject to this agreement and subject to the relevant party formations, formulate policy if there is no clear policy on a particular matter and then only in their municipality.
- 4.1.8 shall be strictly bound to this agreement in realising the objectives and commitments specifically mentioned herein.
- 4.1.9 apply a non-negotiable principle of "no ambushing or surprises".
- 4.1.10 communicate well and effectively within the joint caucus, the coalition government and Coalition Oversight Group.
- 4.1.11 consult and give reasonable notice, as the caucus rules will reflect, to all parties in the JC before a policy, legislative or motion proposal is introduced in a municipal council especially when a proposal may lead to the removal of an elected political office bearer i.e., speaker, mayor, deputy mayor, chief whip.



- 4.1.12 where any elected office bearer resigns, dies, or becomes permanently incapacitated, agree that the office bearer's deputy, if there is one, will fill that position until a successor is elected.
- 4.1.13 That the JC nominates and recommends a councillor for election to the position that is vacant.
- 4.1.14 agree to a coalition management process that is inclusive, accessible, engaging and dispute-resolution driven.
- 4.1.15 resolve conflict in accordance with the Dispute Resolution Mechanism provided for in clause 6.
- 4.1.16 Provide Joint Caucus reports to the Coalition Oversight Group where required and requested.

Coalition Oversight Group (COG)

- 4.2 The parties agree to establish a COG.
- 4.3 Members of a COG shall consist of the national leader of a party in the Coalition (or his/her nominee) and the caucus leader of each party in the Coalition (or his/her nominee).
- 4.4 The COG shall engage from time to time with the entire JC of a municipality, where necessary and required.
- 4.5 The COG shall meet every quarter, unless the parties agree that such a meeting is not necessary in a specific quarter.
- 4.6 The purpose of the COG is to maintain an oversight role to monitor the health and strength of the Coalition relationship, and to observe the JC with regards to coalition effectiveness, cooperation between parties, strain and transparency.
- 4.7 The COG shall be entitled to attend a JC meeting at a Municipality to oversee and engage where necessary if the COG deem it appropriate and necessary.
- 4.8 The COG shall select a chairperson that will serve only as a facilitator of a COG meeting in order that its meetings are orderly and effective.
- 4.9 The COG shall be responsible for adjudicating major disputes, where necessary, to safeguard the integrity of the Coalition.
- 4.10 The COG agrees to resolve disputes referred to it by way of consensus.

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- 4.11 The parties agree that should the COG not be able to resolve the dispute before it, the dispute shall then constitute an irreconcilable difference and shall lead to a discussion on the termination of the coalition agreement.
- 4.12 The COG shall, after 100 days of signing this agreement, review the performance and the state of the coalition and progress in implementing this agreement. This review shall take the form of a stock-take and shall also establish whether the parties are abiding by, and mutually co-operating with each other in terms of this agreement.
- 4.13 The COG shall annually, after receipt of the Auditor General's report, review the state of the coalition in terms of this agreement, and the performance of the coalition government. This review is a stock-take to assess implementation of the programme of governance, and to assess whether each party is abiding by, and being appropriately recognised in terms of the coalition agreement.

5. COMPOSITION OF GOVERNMENTS

- 5.1 The parties agree that there are certain strategic appointments in a municipality that require careful consideration.
- 5.2 These strategic appointments require individuals who can fulfil a strong, effective and competent leadership role within the municipality.
- 5.3 The appointments referred to hereunder include, where applicable, the positions of mayor, deputy mayor, members of the mayoral committee, speaker, chief whip, chairpersons of municipal committees (Section 79 of the Structures Act, 117 of 1998), chairperson of the municipal public accounts committee, and chairpersons of subcouncils.
- 5.4 The parties agree that the selection of the positions mentioned above should be beneficial to the coalition with the view of an effective and cooperative coalition.
- 5.5 The parties agree that the party allocation and proposed councillors to be put forward for appointment in the strategic positions shall be agreed to during the negotiation of the coalition.
- 5.6 The agreement mentioned in 5.5. shall be reflected and incorporated herein as listed in Annexure C hereto.
- 5.7 If any party would like to replace an elected political office bearer, due to death or loss of membership or for any other reason, the vacancy that will occur and the filling thereof would necessitate a referral to the COG for decision on the replacement. The JC will at all times give effect to the decision by the COG in this regard.



- 5.8 Any changes to the agreed composition, without following due process, will constitute a major dispute in terms hereof.

6. **CONFLICT RESOLUTION MECHANISM**

- 6.1 The parties agree that the success of a Coalition lies in the effective resolution of conflicts that may arise in the Coalition.
- 6.2 It is imperative that an effective mechanism is established for realisation of good governance and to preserve a good working relationship between the parties.
- 6.3 The chairperson of the JC shall, when a dispute arises, record the full extent of the dispute in detail and shall list every member of the JC's concerns or support of the dispute in question.
- 6.4 The chairperson shall thereafter, after consultation with the JC, classify the dispute in terms of clause 6.5.
- 6.5 When a dispute arises and is recorded by the JC in terms of clause 6.3 above, the parties, and their public representatives, should endeavour to resolve it expeditiously, efficiently and effectively, as a commitment to their duty of care towards the coalition, and their mandate from the voters.
- 6.6 The parties agree that certain disputes that arise may be more complex than others and therefore agree to distinguish between certain types of disputes:

6.6.1 General disputes:

- 6.6.1.1 Any disputes that arise during the functioning of the coalition should be resolved in terms of this section. The parties can rely on the JC to resolve the dispute and shall resolve same expeditiously and in an effective manner.
- 6.6.1.2 Should the dispute not be resolved through the JC within a reasonable time, the dispute shall be escalated by the chairperson of the JC to the COG for assistance in the resolution of the dispute, within a reasonable time and by way of consensus.

6.6.2 Major disputes concerning the material provisions of this agreement:

- 6.6.2.1 Disputes envisaged hereunder reference disputes that concern altering any of the provisions of this agreement.
- 6.6.2.2 The chairperson of the JC shall immediately escalate the dispute to the COG within a reasonable period and it should then be resolved in the most effective, participative and expeditious way.

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6.6.2.3 The COG shall resolve a dispute envisaged hereunder by way of consensus after receiving the input of the JC and considering any relevant considerations.

6.6.2.4 The COG shall notify the chairperson of the JC of the resolution to the major dispute and the chairperson shall forthwith notify the JC.

6.6.2.5 The resolution shall be respected and implemented by the JC.

7. VARIATION TO THIS AGREEMENT

This agreement constitutes the entire agreement between the parties and no terms or conditions hereof shall be in any circumstances capable of being varied in any way unless in writing under the signature of the parties hereto;

8. EXIT / TERMINATION

8.1 The parties agree that a Coalition can only be successful if all parties respect and adhere to this agreement.

8.2 The parties agree that a dispute not resolved through the mechanisms of this agreement, will activate the termination of the agreement. The chairperson of the COG shall keep record of the dispute and the attempts to obtain consensus. The chairperson of the COG shall circulate the record to all members of the COG.

8.3 Also, if at any time, the parties, inclusive of all their public representatives, no longer share the same values, principles and policy objectives, and it is not possible to have a stable, cooperative and effective Coalition, reasonable notice of a party's intention to exit this agreement must be given by that party to the COG.

8.4 Should termination follow because of 8.2 above, the COG shall notify the chairperson of the JC who shall forthwith notify the members of the JC of the termination and the reasons therefore and the termination of the coalition shall take immediate effect.

8.5 The party that exits the Coalition in accordance with clause 8CF.3 above, shall provide written notice and reasons for the exit to the COG and parties thereto may elect to publish same accordingly.

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9. PUBLICATION OF THE AGREEMENT

- 9.1 The parties to this agreement accept that the Coalition affects each party to the Coalition, its members, and the electorate.
- 9.2 The members of the Coalition accept that the Coalition needs to be transparent and every member to this agreement, whether party or councillor, must be held responsible in accordance herewith.
- 9.3 Publication of this agreement will lead to public confidence and may hold the coalition government accountable.
- 9.4 It is agreed that the contents of this agreement be made public in the languages of the said municipalities (in accordance with Section 6 (3) b of the South African Constitution).
- 9.5 Where the agreement may contain sensitive information, the JC or COG may direct that a redacted version be publicised.
- 9.6 In the event of a major dispute and termination of this agreement, any party may disclose to the public that the coalition was so terminated.

Signature page

Signed at *Clanwilliam* on this *11th* day of November 2021

| NAME | SIGNATURE |
|--------------------------|--------------------|
| <i>Robert Richards</i> | <i>[Signature]</i> |
| <i>Helen Zille</i> | <i>[Signature]</i> |
| <i>Ju van Maritzburg</i> | <i>[Signature]</i> |

ANNEXURE A

PARTIES TO THE COALITION AGREEMENT

| | | |
|----|---------------------|-----------|
| 1. | CEDERBERG EERSTE | (CE) |
| 2. | DEMOCRATIC ALLIANCE | (DA) |
| 3. | FREEDOM FRONT PLUS | (FF PLUS) |

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KMK

ANNEXURE B

ADDITIONAL PROIRITIES IDENTIFIED BY THE MUNICIPALITY

| | |
|----|--|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |

Refer to sec 3.4.

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ANNEXURE C

COMPOSITION OF GOVERNMENT

| Position | Party | Councillor |
|--|---------|---------------------------|
| Executive Mayor | CE | Ruben Richards |
| Deputy Mayor | FF PLUS | Johan Hendrik van Heerden |
| Speaker | DA | William Josef Farmer |
| Additional Mayco Member | CE | leave vacant |
| Representative for District Municipality | DA | Rhoda Witbooi |
| Sec 79 Chairperson of MPAC | CE | Martin Berg |

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