

MEMORANADUM OF UNDERSTANDING

ENTERED INTO BY AND BETWEEN

THE NORTHERN CAPE PROVINCIAL ADMINISTRATION
Department of Sport, Arts and Culture
(Hereinafter referred to as the Department)

Represented by S.M. Bonokwane in his capacity as
MEC: Sport, Arts and Culture

AND

The Municipality of Sol Plaatje
(Hereinafter referred to as the Municipality)

Represented by Adv. PRO Schunelo
in his capacity as **Municipal Manager**

PREAMBLE

Whereas the rendering of library services is a functional area of exclusive provincial legislative competency in terms of schedule 5 of the Constitution,

And whereas the National Department of Arts and Culture is addressing the impact of Schedule 5 of the Constitution (Act 108 of 1996) on the function of Library Services in relation to the three spheres of Government,

And whereas, notwithstanding the above, public library services are presently still rendered by the municipality, with library material assistance from the Department,

And whereas the administration of the function of rendering library services, excluding the legislative competence in respect thereof, is hereby as an interim measure assigned to the municipality to ensure the continued rendering of public library services on a partnership basis,

Now therefore the parties agree as follows:

1. PURPOSE

- 1.1 That municipalities will continue to render library and information services on a local level to communities as per Provincial Library Service Ordinance until such time as a definitive national directive on the practical, administrative and constitutional aspects.

2. LEGAL FRAMEWORK

The library and information service will be delivered according to the Provincial Library Service Ordinance No. 16 of 1981.

3. ROLES AND RESPONSIBILITIES

3.1 The Agreement shall serve to maintain the current practice of library and information service delivery as a partnership between the Department and the Municipality:

3.1.1 The Department shall be responsible for:

- The provision of library material to affiliated libraries (books, periodicals, newspapers, videos)
- The professional advice and guidance to library workers for the improvement of service delivery on a local level
- Providing assistance in the promotion of usage of libraries and for the development of outreach programs
- The training of library workers and for the monitoring of library service standards

3.1.2 The Municipality shall be responsible for:

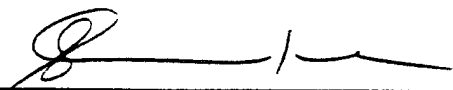
- The local control, management, administration of library services
- The appointment and remuneration of library workers
- The loss and/or damage on library material provided and shall refund the Department annually for losses and damages incurred

4. No amendment of this agreement or any of the provisions or terms thereof shall be of any force or effect unless reduced to writing and signed by both parties.

5. The parties choose as their domicilium citandi et executandi and for purpose of signing any notice or any other correspondence in terms of this agreement the following addresses:

DEPARTMENT OF SPORT, ARTS AND CULTURE
LIBRARY AND INFORMATION SERVICES
P.O. BOX 532
KIMBERLEY
8300

Contact person: S. Vallabh



MEC: SPORT, ARTS AND CULTURE

FOLLOW UP

An audit was completed in the Province with regards to the total expenditure on libraries incurred by local authorities. These statistics have been submitted to DAC detailing provincial and local authority expenditure on libraries for the current financial year to assist with establishing the framework document as suggested in option C.

RECOMMENDATIONS

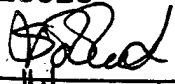

As the three options above is a time consuming process and form part of a national government enquiry that the provinces have no control over, it is recommended that:

The MEC for Sport, Arts and Culture in the Province enter into agreements with municipalities in terms of section 126 of the Constitution as an interim measure to address the current legislative loophole, thereby maintaining the status quo. Through a Memorandum of Understanding the partnership that currently exists is then maintained.

ANNEXURES

- Draft Memorandum of Understanding
- Correspondence received from the Department of Arts and Culture indicating that the status quo be maintained.

WITNESSES

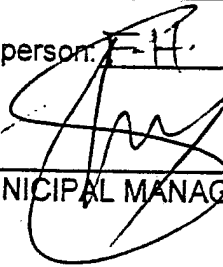
1. 
2. 

THUS AGREED AND SIGNED AT KIMBERLEY ON THIS 26 DAY OF MAY 2003 .


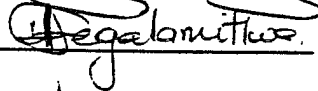
THE MUNICIPALITY:

Sol Plaatje
P.O. Box 627
Kimberley
8300

Contact person: F.H. van Dyk


THE MUNICIPAL MANAGER

WITNESSES

1. 
2. 

THUS AGREED AND SIGNED AT Kimberley ON THIS 6 DAY OF Sept 2003.