

**MEMORANDUM OF AGREEMENT**

**Made and Entered into  
By and Among**

**THE ETHEKWINI MUNICIPALITY,**

**(Hereinafter referred to as "ETM").**

**AND**

**The International City/County Management Association**

**(Hereinafter referred to as "ICMA")**

**AND**

**The City of Fort Lauderdale**

**(Hereinafter referred to as "Fort Lauderdale")**

**AND**

**Broward County**

## **1. Preamble**

In July of 2013 "ICMA", through the USAID (*United States Agency for International Development*) funded City-to-City Partnership Program (hereinafter "CityLinks") hosted a city-to-city exchange among the ETM, South Africa and representatives from the City of Fort Lauderdale and Broward County, Florida. The CityLinks sponsored exchange focused on overcoming social and political challenges to regional climate change adaptation in an effort to address key vulnerabilities of sea level rise and biodiversity and ecosystem services in eThekweni and the surrounding municipalities in the province of KwaZulu-Natal. As a result of this week long exchange, a partnership was formed among ICMA, ETM, Fort Lauderdale, and Broward County to assist the ETM to find ways of engaging municipalities outside of its borders to better facilitate climate change adaptation policies and practices on a regional level. At the conclusion of the exchange an action plan was set forth that committed each party to take initial steps in preparation for the Fifth Annual Southeast Florida Regional Climate Summit. These steps included, but were not limited to regional feasibility meetings with the municipalities surrounding eThekweni, city-to-city exchange itinerary preparation, and the identification of a core team from ETM to attend the Summit and a series of meetings with officials throughout Southeast Florida.

## **2. Terms of agreement**

2.1 The parties have discussed their mutual interests in exploring avenues for regionally based climate change adaptation practices. ICMA recognizes the expertise of the City of Fort Lauderdale and Broward County in

participating in the creation a regional model for climate change adaptation practices through the Southeast Florida Regional Climate Compact.

2.2 ICMA also recognizes ETM'S role as a leader in climate change adaptation practices and the current secretariat of The Durban Adaptation Charter.

2.3 Given the above, Fort Lauderdale and Broward County will invite representatives from ETM to the Fifth Annual Southeast Florida Regional Climate Leadership Summit on November 7-8, 2013. In addition, Fort Lauderdale with the support of Broward County, will work with representatives of the Southeast Florida Regional Climate Compact to identify synergies between ETM and Southeast Florida in an effort to provide support for ETM's goal of a multi-municipality approach to climate change adaptation.

2.4 ETM will move forward with the Action Plan outlined as a result of the exchange which occurred from July 20-27, 2013, where ICMA staff and representatives from the Southeast Florida Regional Climate Compact visited Ethekwini Municipality.

2.5 ICMA, in turn, is expected to facilitate communication between ETM, Fort Lauderdale, and Broward County and will provide programmatic support through its CityLinks Program.

### **3. General**

3.1 This agreement is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or

contribution of funds between the Parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures.

3.2 Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Parties and shall be independently authorized by an appropriate authority. This agreement does not provide such authority. Each party shall be fiscally responsible for their own portion for work performed under the MOU.

3.3 The Parties agree that this Agreement shall not be construed so as to create a legal relationship of exclusivity between them to the exclusion of all third parties, and the Parties hereby agree that they each shall be free to pursue projects with third parties, either independently or in collaboration with one another.

3.4 Nothing in this Agreement shall be taken to construe a partnership, or agency or any other legal relationship as existing between the Parties, and the Parties shall not be legally entitled to represent each other unless duly authorised thereto in writing by the relevant other Party.

## 5. ADDRESSES

For all purposes relating to this Agreement, the Parties accept the following addresses, and fax numbers, for delivery of all notices, documents and, in respect of the physical addresses, the service of any legal process:

**ETM** : **Room** .....

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For Ethekwini Municipality

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MR S SITHOLE  
CITY MANAGER, DULY AUTHORISED

Date

For The City of Ft. Lauderdale

\_\_\_\_\_  
Signature

Date

For Broward County

\_\_\_\_\_  
Signature

Date

Name \_\_\_\_\_

Title \_\_\_\_\_