



ANDREW BARKER

DEVELOPMENT CONSULTANT

Pr. PLN A/079/1985, BSc TRP

Tel: +27 (0)11 680 9791 PO Box 1073, Mondeor, 2110
Fax: +27 (0)86 606 9791 144 Berrymead Avenue
Cell: +27 (0)83 274 4424 Mondeor, 2091
Web: www.andrewbarker.co.za Johannesburg
Email: andrew@andrewbarker.co.za South Africa

**To: Chairperson
Greater Kyalami Conservancy**

Date: 10 November 2014

Our Ref: KYA001-03

Pages: 1 of 7

Email: chair@gekco.co.za

Dear Kristin

PROPOSED TERMS OF REFERENCE FOR THE PROVISION OF PROFESSIONAL SERVICES: FACILITATION OF STAKEHOLDER ENGAGEMENT IN THE PREPARATION OF AN URBAN GROWTH AND DEVELOPMENT FRAMEWORK

I refer to recent discussions and emails and thank you for requesting me to assist you and your associated residential, business and community organisations in the preparation of an urban growth and development framework for the Kyalami and surrounding areas.

In brief, this Proposed Terms of Reference sets out for your consideration and acceptance the professional services that I am able to provide regarding a proposed approach and process.

1. PURPOSE OF THE ENGAGEMENT

The purpose of this engagement is to provide appropriate facilitation services to assist in realising the desired and required benefits and value for the residents and businesses of the Kyalami and surrounding areas through the preparation of an appropriate framework to guide urban growth and development.

2. BACKGROUND

My understanding of the current situation and your needs is as follows:

- ❑ The Greater Kyalami Conservancy (Gekco) and the number of associated residential, business and community organisations participated in a managed stakeholder process during 2013 which resulted in a submission to the City of Johannesburg 2014/15 Integrated Development Plan (IDP) review.
- ❑ Arising from this submission there have been a number of meetings and discussions with representatives from the City and provincial authorities regarding the issues and ideas that were included in the submission.
- ❑ With the imminent commencement of the 2015/16 IDP review process a public meeting was held during October at which an update was provided regarding the issues and ideas which had been the subject of discussions with authorities.
- ❑ Arising from the public meeting it was agreed that the residential, business and other stakeholders in the area should work towards the preparation of an integrated urban

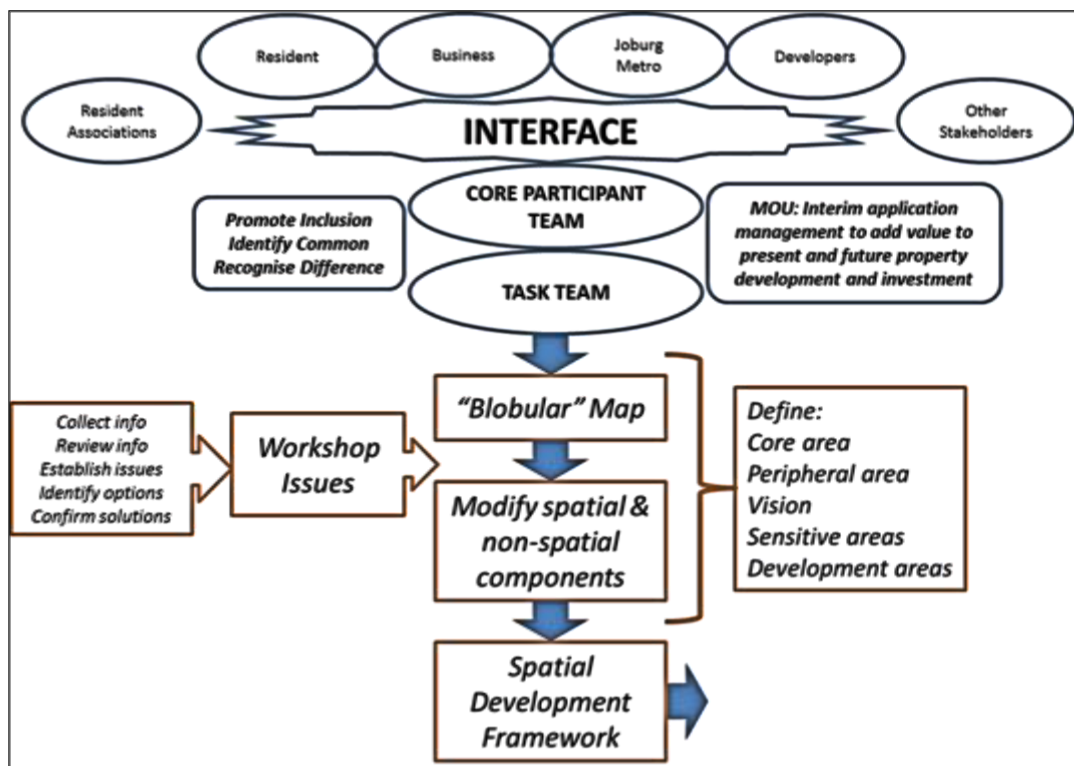


development framework for the area which would focus on the protection, promotion and enhancement of the biodiversity value of the area through appropriate economic and social investment and development.

- ❑ Representatives of business and residential communities and associations have identified the importance of involving a wide range of stakeholders who would be able to participate and contribute to future growth and development in the area.
- ❑ However, with the diversity of needs, existing and potential development and investment opportunities and wide range of stakeholders and interests it is recognised that there is potential for greater value to be realised through carefully managed collaboration, co-ordination and integration.
- ❑ The area has been the subject of extensive planning and development processes over many years which are included in the municipal metropolitan and regional spatial urban development frameworks to provide policies and guidelines for development.
- ❑ The stakeholders requested that this new planning and development intervention and process should be prepared on a professional basis using local resources and skills and coordinated by an independent facilitator.
- ❑ This is required to objectively address issues of mutual interest and benefit through the best use of available resources and cost effective and sustainable interventions which are driven by the different residential, business and developer communities.
- ❑ The representatives believe that there is an opportunity for positive and constructive engagement between all the stakeholders and parties that may have an interest in the area and have indicated a need for the engagement to be facilitated by a neutral and objective facilitator.

3. A GENERAL APPROACH THAT COULD BE FOLLOWED

As requested, I have prepared a possible general approach and process which could be followed for this intervention which is indicated in the diagram below.





The components of this approach and process include the following

1. Identify and involve key communities and stakeholders that are in the general Kyalami and surrounding areas. This could include residents, business, community organisations and the municipal authority representatives through the Regional office.
2. Representatives of the different stakeholder groupings would be requested to volunteer and become members of a Core Participant Team which would have a mandate to manage the process and guide the technical Task Team which would be established with appropriate resources and skills to collect, synthesise and deliver the information for the Core Participant Team to use.
3. To ensure total transparency and encourage participation and engagement the establishment of an appropriate interface between the stakeholders and the Core Participant and Task Teams is of critical importance.
4. Based on available information a "blobular" map would initially be prepared indicating the general trends regarding urban development and infrastructure in the area.
5. Based on the issues and ideas identified at the workshop the Task Team, with reference to the Core Participant Team, would refine the "blobular" map with a view to modifying the spatial and non-spatial components into an appropriate spatial development framework which would be used to further modify current plans, policies and urban development frameworks in the area.

4. PROFESSIONAL SERVICES TO BE PROVIDED

The essential professional services to be provided for the activities noted above could include the following where appropriate to your needs:

- Attendance at briefing and process management meetings and discussions;
- Provision of guidance and support for the finalisation of the approach and process in close consultation with yourself;
- Participation in discussions regarding the programme for meetings and workshop sessions;
- Assistance and support for the planning, preparation and management of meetings and workshop sessions;
- Management and facilitation of meetings and workshop sessions using Integrative Value Management processes and methodologies where appropriate;
- Managing and facilitating collaboration between the representatives of the different sectors of stakeholders with a particular focus on the leadership of the Core Participant Team;
- Preparation and attendance at meetings and workshop sessions with representatives of the various identified residential, business and authority stakeholders;
- Assisting with the preparation and delivery of appropriate documentation and summary reports to capture the information, thinking and outcomes of meetings and workshop sessions;
- Attendance at meetings and to provide ongoing support, advice and guidance as required and agree to.

Should you require any other additional professional services, these will be discussed with you as and when identified and required.

5. DATES, VENUES AND ACCOMMODATION

It is suggested that this process could be undertaken for the period of November 2014 through to June 2015 subject to the progress being made in the approach noted above.

Any dates, venues and logistical requirements for meetings and workshops will be set in close cooperation with you and your colleagues.

You will be responsible for identifying and securing the meeting and work session venues and any



travel, accommodation and catering arrangements and costs for the participants.

With regard to the meeting and work session venues, the following equipment will be required:

- ❑ Two flipcharts with paper;
- ❑ A large screen or projection area;
- ❑ Adequate seating and tables preferably arranged in a horseshoe shape;
- ❑ Wall space for hanging flipchart pages.

6. REPORTING AND ACCOUNTABILITY

Reporting and communications will include the following:

- 6.1. The professional services noted in this Proposed Terms of Reference will be monitored and managed through you or your nominee;
- 6.2. All reports and feedback shall be provided to you or your nominee;
- 6.3. I shall be accountable to you or your nominee and when required will work closely with the representatives of your partner associations and organisation's and your duly appointed consultants and advisers.

7. VARIATION OF THIS TERMS OF REFERENCE

- 7.1. Should any other additional professional services be necessary, these will be discussed with you or your nominee as and when identified and required.
- 7.2. Any variation to this Terms of Reference shall be agreed to by you or your nominee and recorded in writing.

8. PROFESSIONAL FEES AND CHARGES

Due to the nature of the proposed approach and process it is difficult to provide a clear indication of the likely fees and costs. Therefore based on the following assumptions a notional estimate of the monthly fees and costs has been prepared:

- 8.1. The number of hours allowed for the preparation, attendance and facilitation of meetings and workshops and for reviewing documentation has been estimated at between 10 to 15 hours per month.
- 8.2. The professional fees will be R950.00 per hour or part thereof amounting to between R9,500.00 and R14,250.00 for the above mentioned estimated hours per month.
- 8.3. Travel and disbursement costs are estimated at R500.00 to R1,500.00 per month.
- 8.4. The professional fees for any additional follow through and support services to be provided will be established in discussion with at the rate noted above.
- 8.5. Unless noted, the amounts and professional rates exclude Value Added Tax at 14%.
- 8.6. Detailed invoices will be issued monthly for professional services rendered and related charges, expenses and disbursements.
- 8.7. The attached copy of "Standard Terms and Conditions" shall apply, particularly regarding disbursements for materials, travel and accommodation which will only be expensed with your approval.

9. PERIOD OF ENGAGEMENT AND TERMINATION

Should you accept this Proposed Terms of Reference, you are requested to complete and return the attached letter of appointment and provide all the requested organisation details.



This appointment would be with effect from 01 November 2014 and it is estimated to continue to 30 June 2015.

However, the appointment may continue until such time as it is mutually agreed that the above-mentioned services are no longer required and may be terminated by either party giving 30 (thirty) days written notice.

Please contact me should you require any additional information.

I look forward to finalising this Proposed Terms of Reference with you and receiving your written acceptance in due course.

Kind regards

A handwritten signature in black ink, appearing to read 'Andrew Barker', written in a cursive style.

ANDREW CW BARKER



ANDREW BARKER DEVELOPMENT CONSULTANT STANDARD TERMS AND CONDITIONS

DISBURSEMENTS

1. In addition to the professional fees and charges, the following disbursements will be recovered:
 - 1.1. Expenses necessarily incurred for the execution of professional services – such as materials, manuals, postage, printing, and packaging.
 - 1.2. Travel and accommodation expenses, parking, tolls, taxes and levies incurred for travelling including:
 - 1.2.1. Fees for actual travelling time at a rate amounting to 50% of an hourly rate;
 - 1.2.2. Motoring expenses will be determined by the current rates of the Automobile Association of South Africa;
 - 1.2.3. Return airfare with a fully insured Group A hire vehicle.
 - 1.2.4. Accommodation and subsistence costs at a 3 star hotel at dinner, bed and breakfast rates.
 - 1.3. Any professional fees payable to other professional persons required who are appointed with the approval and/or on the instruction of the client.

STANDARD TERMS AND CONDITIONS OF SERVICE

2. All quotations remain valid for a period of thirty days, and within the scope of the proposal only, after which time they may be reviewed.
3. Confirmation of acceptance of any proposal and the quotation and setting of dates shall be in writing.
4. All payments are payable immediately on presentation of a Tax Invoice.
5. The cancellation of a confirmed order will be subject to the following penalties:
 - 5.1. If notification of the cancellation is received more than 15 working days prior to the confirmed commencement date, a cancellation fee of 15% of the total fees will be payable.
 - 5.2. If notification of the cancellation is received within 15 working days prior to the confirmed commencement date, a cancellation fee of 100% of the total fees will be payable.
6. The payment of any fees equates to the acceptance of the standard terms and conditions hereof.
7. Acceptance of any proposal does not allow the client, or any attendee, or other consultant/associate/partner, to use in any approach or format the Integrative Values Approach, the content, materials or processes outside of the agreed parameters and does not cede any rights to the process.
8. Andrew Barker Development Consultant may require information from the client for research or publication purposes, where appropriate permission and co-operation in this regard will not unreasonably be withheld.

INDEMNITY

9. Andrew Barker Development Consultant places on record that, while every effort will be made to provide the client with proper advice, no warranties whatsoever are furnished in regard to any benefits which can be derived, any costs which can be saved or any other matter arising out of the exposition and/or adoption of such advice.
10. It is expressly agreed that, under no circumstances whatsoever shall Andrew Barker Development Consultant be liable or rendered liable for payment of any damages of whatsoever nature and howsoever arising which are or can be suffered from any advice, information or recommendations furnished by Andrew Barker Development Consultant, its Officers and/or its Agents.
11. Andrew Barker Development Consultant is accordingly absolved and released from any liability and/or responsibility for any damage suffered or which may be suffered arising from the rendition of any service.



**ANDREW BARKER DEVELOPMENT CONSULTANT
LETTER OF APPOINTMENT**

To: Andrew Barker Development Consultant
Attention: Andrew Barker
Fax: +27 86 606 9791 **Email:** andrew@andrewbarker.co.za

PROPOSED TERMS OF REFERENCE FOR THE PROVISION OF PROFESSIONAL SERVICES: FACILITATION OF STAKEHOLDER ENGAGEMENT IN THE PREPARATION OF AN URBAN GROWTH AND DEVELOPMENT FRAMEWORK

I/We hereby confirm the appointment of Andrew Barker Development Consultant, represented by Andrew Barker, to provide the consultancy services as set out in the attached letter dated 10 November 2014.

Confirmation of appointment and acceptance of conditions:

Approved for:

Organisation name: _____

Contact Person: _____

Signed: _____ **Date:** _____

Client details for invoicing:

Organisation name: _____

Contact Person: _____

Physical Address: _____

Postal Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

VAT Registration Number: _____