

## FIRE AND RESCUE SERVICE DELIVERY AGREEMENT

Made and entered into by and between -

**OVERBERG DISTRICT MUNICIPALITY (DC3)**  
(Hereinafter referred to as "District Municipality")

And

**OVERSTRAND MUNICIPALITY (WC032)**  
(Hereinafter referred to as "Municipality")

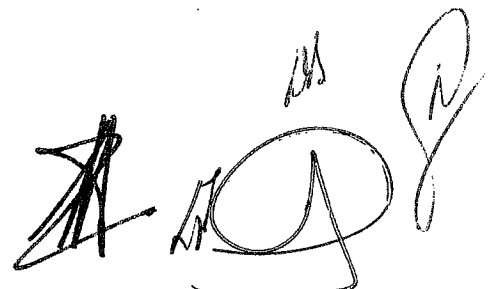
Whereas the DISTRICT MUNICIPALITY AND THE MUNICIPALITY are desirous of entering into a written agreement in terms of Section 12 of the Fire Brigade Services Act, 1987 (Act no 99 of 1987 as amended) recording and regulating the terms and conditions relating to the cross boundary fire and rescue service delivery and assistance between the DISTRICT MUNICIPALITY and the MUNICIPALITY.

NOW THEREFORE THE PARTIES HERETO HAVE AGREED EACH WITH THE OTHER:

### 1. DEFINITIONS

In this Agreement the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- 1.1 "DISTRICT MUNICIPALITY" shall mean the Overberg District Municipality as established under the provisions of the Municipal Structures Act 117 of 1998 read with proclamation PN 492/2000 of the Provincial Gazette dated 22 September 2000;
- 1.2 'MUNICIPALITY' shall mean the Overstrand Municipality, a municipality established under the provisions of the Municipal Structures Act 117 of 1998 read with proclamation PN 494/2000 of the Provincial Gazette dated 22 September 2000;
- 1.3 "Area of Operation" shall mean the area depicted on the plan attached hereto as Annexure A and as described in Schedule 1 of this Agreement. This area of operation is subject to any amendment made to the outer boundaries of the Overstrand Municipality.
- 1.4 "Chief Fire Officer" shall mean the persons appointed by the parties to be in charge of their respective fire and rescue services or a person who has been duly delegated by the Chief Fire Officer.



- 1.5 **“Fire and Rescue Service”** shall mean a service intended to be employed for fighting or extinguishing a fire, the protection of life or property from fire or other danger and the performance of any other function connected with any of the aforementioned functions.
- 1.6 **“Fire or Emergency Situation”** shall mean any situation, circumstances or event justifying action by a Fire and Rescue Service.
- 1.7 **“Party”** shall mean the DISTRICT MUNICIPALITY or the MUNICIPALITY depending upon the context in which the term is used, or other organisations involved in a situation.
- 1.8 **“Predetermined Attendance”** shall mean the initial agreed resources that shall be dispatched to a Fire or Emergency Situation and as decided between the CFO’ s of the parties at the time.
- 1.9 **“The law”** shall mean any applicable law, proclamation, ordinance, Act of Parliament or other enactment having the force of law.
- 1.10 **“Initial Attack”** The actions taken by the first resources to arrive at a veldfire (wildfire) to protect lives and property, and prevent further extension of the fire.
- 1.11 **“Overstrand Helicopter Zones”** Area within the town allotment areas as indicated on the attached map wherein Overstrand Municipality will be responsible for the authorisation and cost of Aerial Fire suppression and support. (Excluding any support provide by Province at their cost)
- 1.12 **“Veldfire”** as per the National Veld and Forest Fire Act, Act 101 of 1998, a veldfire is defined as a veld, forest or mountain fire.

## 2. INTERPRETATION

Unless inconsistent with the context, an expression which denotes:

- 2.1 Any gender includes the other gender  
 2.2 A natural person includes a juristic person and vice versa  
 2.3 The singular includes the plural and vice versa.

## 3. MARGINAL NOTES AND HEADINGS

The headings of the clauses of this Agreement shall not be deemed part of or affect the interpretation or construction thereof.

## 4. ASSIGNMENT

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Neither party shall cede or assign the Agreement or any part thereof or any benefit, obligation or interest therein or hereunder without the prior written consent of the other.

**5. PERIOD OF AGREEMENT**

5.1 This agreement shall commence on 1 October 2015 and shall continue until terminated in terms of clause 5.2.

5.2 The parties hereto agree that they shall give three (3) months written notification of their desire to terminate this Agreement.

**6. FIRE OR EMERGENCY SITUATIONS IN THE AREA OF OPERATION**

When the Chief Fire Officer of the MUNICIPALITY receives a call to a Fire or Emergency Situation in the Area of Operation he shall immediately dispatch the necessary resources to deal effectively with the situation.

**7. PLANNING**

The Chief Fire Officers of the parties shall liaise with each other to establish Standard Operating Procedures for Joint Operations to ensure effective and efficient emergency / fire incident coordination (Incident Command System).

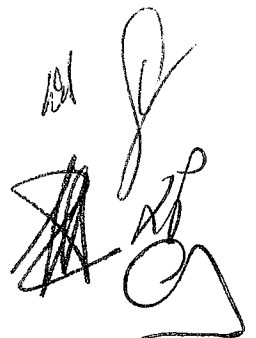
**8. COMMAND AND CONTROL**

8.1 A Fire or Emergency Situation within the area of operation will remain the responsibility of the Municipality's Chief Fire Officer and outside the area of operation it will be the responsibility of the District Municipality's Chief Fire Officer

8.2 In case of cross boundary operations command and control will be done according to Incident Command System (ICS) Principles.

8.3 Where command is handed over to another person or party it shall be done formally in accordance with a pre agreed Standard Operating Procedure (SOP) in line with ICS Principles in the Province.

8.4 The District Municipality will be responsible for authorisation and costs of aerial support outside the Overstrand Helicopter Zones. Overstrand Municipality will be responsible for authorisation and costs inside the Overstrand Helicopter Zones.



## 9. MUTUAL AID ASSISTANCE

9.1 Should the municipality require further assistance other than provided by the District Municipality, a request for assistance under the WESTERN CAPE FIRE AND EMERGENCY SERVICES Memorandum of Agreement can be requested through the District Municipality. Under that agreement the party receiving the assistance will be responsible for the cost of the assistance.

9.2 If assistance cannot be provided under clause 9.1, the party will seek further assistance under their own discretion.

## 10. CONTROL AND DATA FACILITIES

10.1 Where only the MUNICIPALITY'S Fire and Rescue Services are present at the Fire or Emergency Situation all radio and data communications required for the purpose of controlling the Fire or Emergency Situation shall be between the scene of the Fire or Emergency Situation and the MUNICIPALITY'S Control Centre.

10.2 Where the District Municipality's and the Municipality's Fire and Rescue Services are present at the Fire or Emergency Situation all radio and data communications for the purposes of controlling the Fire or Emergency Situation shall be between the scene of the Fire or Emergency Situation and the District Municipality's Control Centre.

## 11. MUNICIPALITY'S OBLIGATIONS IN THE PROVISION OF THE SERVICE

Throughout the duration of this Agreement, the PARTIES shall be obliged to:

11.1 Exercise all reasonable skill, care and diligence required of a local authority in the delivery of the Fire and Rescue Service envisaged in terms of this Agreement.

11.2 Continue to provide the Fire and Rescue Service pending the settlement of any dispute between the parties hereto;

11.3 Ensure strict compliance with the Law in carrying out all of its obligations in terms of this Agreement

## 12. UTMOST GOOD FAITH

12.1 In the implementation of this Agreement the parties undertake to observe the utmost good faith in all their dealings with each other.

12.2 Furthermore, the parties agree to co-operate and co-ordinate fully with each other.

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**13. REPORTS**

The parties hereto shall have the right at any time to call for a written report on any matter relating to their respective obligations under this Agreement in order to determine whether the other party is complying with its obligation in terms hereof.

**14. THE PARTIES OBSERVANCE OF APPLICABLE LEGISLATION**

For the entire duration of this Agreement, the parties shall ensure that they comply with all the provisions of the Occupational Health and Safety Act of 1993 as amended, all regulations framed in terms of that Act, as well as all the provisions on any other Law which may have application to this Agreement.

**15. REMUNERATION and FEES**

15.1 In the case of non-attendance of the District Municipality or Municipality in their area of functional responsibility, fees or remuneration will be charged and levied in terms of the parties tariff structure, as well as the operationalization of aerial support.

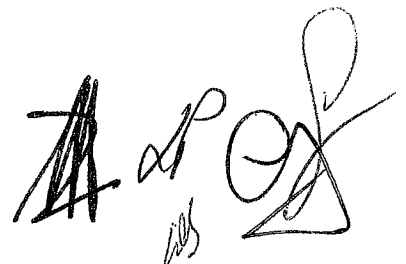
15.2 Should the District Municipality require assistance from Overstrand Municipality, or vice versa, within their area of functional responsibility of the parties, the service will be delivered free of charge on condition that the parties remain on scene.

15.3 The above (15.1) and (15.2) will be evaluated after one year.

15.4 The Municipality shall charge fees (for his own account) for the rendering of services to the owner of the property according to the act, within the area of operation.

**16. INJURY OR DAMAGE TO PERSON AND PROPERTY**

The parties shall indemnify and keep indemnified each other against all losses and against all claims for injury or damage to any person or property whatsoever which may arise out of or in consequence of the PARTIES providing the fire and rescue service and against all claims demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Provided that nothing herein contained shall be deemed to render either party liable for or in respect of or to indemnify the other party against any compensation or damages which may arise out of or in consequence of injury or damage to persons or property resulting from any act or omission or neglect by the other party, its agents, servants for or in respect of any claims, demands proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto.



17. THE PARTIES' RIGHT OF ACCESS

The parties shall through their respective Chief Fire Officers, have access to or over each other's area and property for the purposes of doing anything authorised or required to be done by them in terms of this Agreement.

18. RECORDS AND OTHER DATA

Copies of all records, documents, computer software and data of whatever nature prepared by the Municipality in rendering the Fire Service shall be made available to the District Municipality on request and vice versa.

19. GENERAL CONDITIONS

19.1 Subject to Clause 19.2 no alteration, cancellation, variation of or addition to this Agreement shall be on any force or effect unless reduced to writing and signed by the PARTIES or their duly authorised representatives.

19.2 The Schedules to this Agreement may be amended by an exchange of letters between the PARTIES or by an official who has been duly delegated by them.

19.3 This Agreement constitutes the entire Agreement between the parties hereto and neither of the parties shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.

19.4 No extension of time or other indulgence granted by either party to the other in respect of either of the party's obligations will constitute a waiver of either of the party's right to enforce compliance with the terms of this Agreement. Neither shall it constitute a negation of this Agreement.

20. DOMICILE

20.1 Each of the parties chooses as *Domicilium citandi et executandi* for the purposes of the giving of any notice, the serving of any process and for any purposes arising from this Agreement at their respective addresses set forth hereunder -

DISTRICT MUNICIPALITY: 26 Long Street  
Bredasdorp  
7280  
REPUBLIC OR SOUTH AFRICA

MUNICIPALITY: Magnolia Street  
Hermanus  
7200  
REPUBLIC OF SOUTH AFRICA

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20.2 Any notice to any party shall be addressed to it at its *domicilium* aforesaid and be sent either by pre-paid registered post or be delivered by hand. In the case of any notice -

20.2.1 Sent by pre-paid registered post, it shall be deemed to have been received, unless the contrary is proved, on the seventh day after posting; and

20.2.2 Delivered by hand, it shall be deemed to have been received, unless the contrary is proved, on the date of delivery, provided such date is a business day or otherwise on the next following business day.

20.2.3 Any party shall be entitled by notice in writing to the other, to change its *domicilium* to any other address within the Republic of South Africa, provided that the change shall become effective only fourteen (14) days after the service of the notice in question.

21. RESOLUTION OF DISPUTES

21.1 Any dispute which may arise out of or in regard to -

20.1.1 Any matters arising out of this Agreement;

20.1.2 The interaction of this Agreement

21.2 Shall be dealt with in the following manner -

21.2.1 In the first instance the PARTIES shall seek the amicable resolution of the dispute between themselves;

21.2.2 In the event of no agreement possible as aforesaid the PARTIES shall follow an dispute resolution procedure as is provided in the Intergovernmental Relations Framework Act, No 13 of 2005 ;

SIGNED AT Bredasdorp..... THIS 18..... DAY OF November  
2019 .

AS WITNESS:

1. ....

  
DISTRICT MUNICIPALITY

2.  .....

SIGNED AT Neumanns THIS 3rd DAY OF November  
2015

AS WITNESSES:

1. Petris

2. [Signature]

[Signature]  
MUNICIPALITY

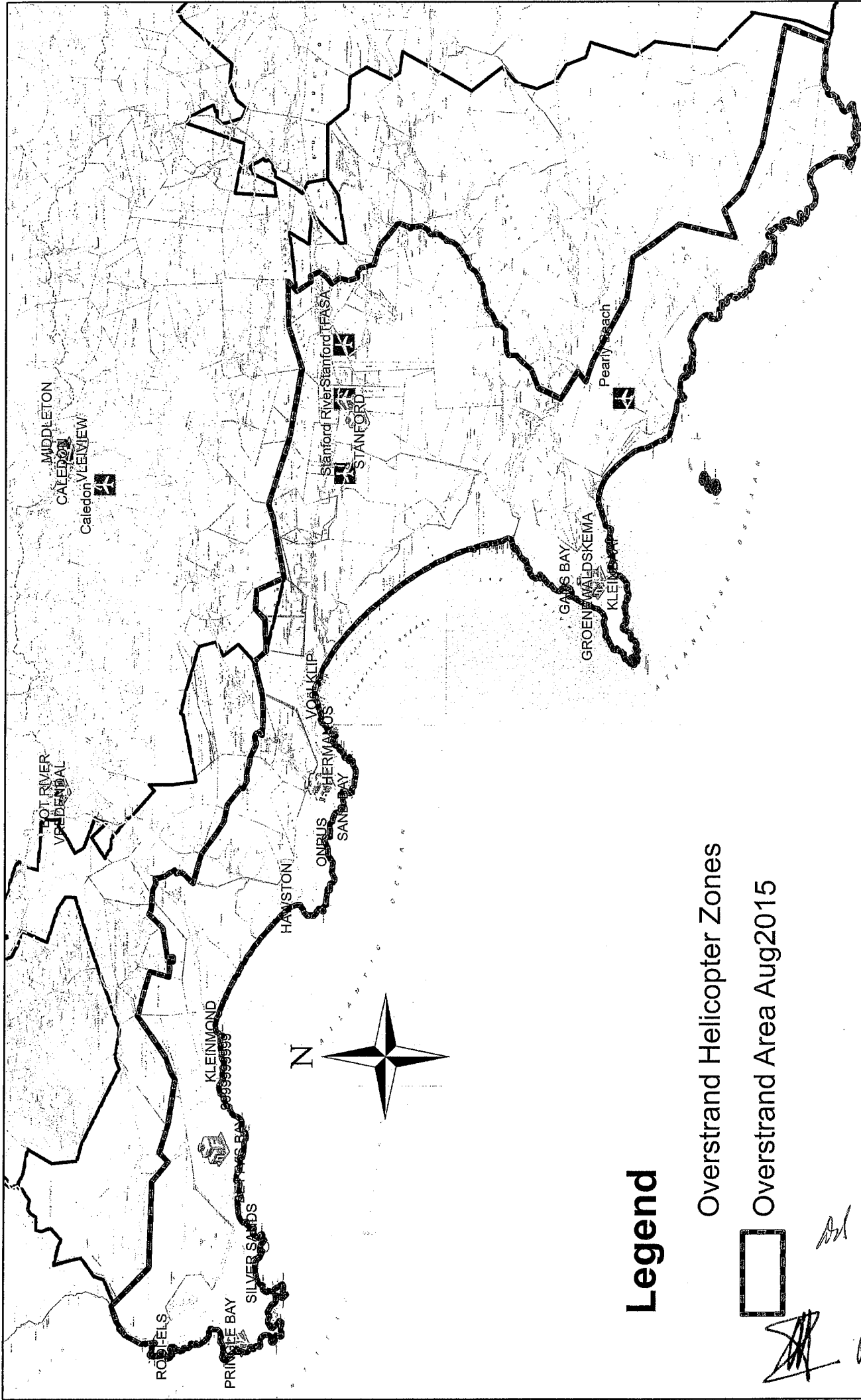


**SCHEDULE 1****AREA OF OPERATION****2. MAP OF THE AREA OF OPERATION**

This is attached as Annexure 1 to the agreement. The map is to be interpreted as follows:

- Overstrand Municipality: To respond to all incidents falling within the area depicted by a red black dotted line on the attached map of operation.
- Overberg District Municipality: To respond to all incidents falling outside of the area depicted by a red black dotted line on the attached map of operation.

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# Legend

Overstrand Helicopter Zones

Overstrand Area Aug2015



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# Overstrand Agreement Area 2015