

**AGENDA of the
Portfolio Committee : Municipal Public Safety
4 February 2025
(Also the agenda for the Mayoral Committee Meeting : 10 February 2025)**

**5.
PROPOSED CANCELLATION OF THE SERVICE LEVEL AGREEMENT WITH
OVERBERG DISTRICT MUNICIPALITY**

**NJ Michaels
3 December 2024**

Director: Municipal Public Safety

(028) 313 8054

1. Executive Summary

The purpose of this report is to table to Council the proposed cancellation of the Fire and Rescue Service Level Agreement with Overberg District Municipality

2. Service Delivery and Budget Implementation Plan - IGNITE

Directorate: Municipal Public Safety
Fire, Rescue & Disaster Management

3. Compliance with Strategic Priority/ies

Provision of democratic, accountable and ethical governance
Provision and maintenance of municipal services
Creation and maintenance of a safe and healthy environment

4. Delegated Authority

None

5. Legal Requirements

Constitution of the Republic of South Africa, 1996
Disaster Management Act, No 57 of 2002
Fire Brigade Services Act, Act 99 of 1987
Local Government: Municipal Structures Act, No 117 of 1998
Local Government: Municipal Systems Act, No 32 of 2000

6. Background/Discussion/Evaluation/Conclusion

Background

On 3 November 2015, the Accounting Officer signed a Fire and Rescue Service Delivery Agreement with Overberg District Municipality. Notwithstanding the date appended to the agreement, the agreement commenced on 1 October 2015 and shall continue until either party give three (3) months written notification of their desire to terminate the agreement.

**AGENDA of the
Portfolio Committee : Municipal Public Safety
4 February 2025
(Also the agenda for the Mayoral Committee Meeting : 10 February 2025)**

The agreement identified the “Predetermined Attendance” (*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*) and “Overstrand Helicopter Zones” (*area within the town allotment areas as indicated on the attached map wherein Overstrand Municipality shall be responsible for the authorisation and cost of Aerial Fire suppression and support (excluding any support provided by Province at their cost)*). The parties further undertake to respond to the emergency situation and dispatch the resources to deal effectively with the situation as per the Incident Command System protocols and principles where the 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.

The agreement was written in such manner that both parties (Overstrand Municipality and Overberg District Municipality) benefit for the rendering of services by either parties.

Discussion

On 10 October 2024 at 08:36am the Executive Support Officer of Overberg District Municipality sent a Joint Service Delivery Agreement: Fire and Rescue Assistance for the attention of the Chief Fire Officer, Mr Lester Smith.

In terms of the proposed agreement by the Overberg District Municipality the following should be noted:

1. The agreement cannot be a joint service delivery agreement as at no point did the parties (Overberg District Municipality and Overstrand Municipality) jointly agree on the contents of the proposed agreement
2. The introduction of the Joint Service Delivery Agreement refers to Section 84(1)(j) of the Local Government: Municipal Structures Act 117 of 1998:

84(1) a district municipality has the following functions and powers:

(j) Firefighting services serving the area of the district municipality as a whole, which includes

(i) planning, coordination and regulation of fire services

(ii) specialised firefighting services such as mountain, veld and chemical fire services

(iii) coordination of the standardisation of infrastructure, vehicles, equipment and procedures

(iv) training of fire officers

The Joint Service Delivery Agreement fails to mention Section 83(3) of the Local Government: Municipal Structures Act 117 of 1998:

**AGENDA of the
Portfolio Committee : Municipal Public Safety
4 February 2025
(Also the agenda for the Mayoral Committee Meeting : 10 February 2025)**

83(3) A district municipality must seek to achieve an integrated, sustainable and equitable social and economic development of its area as a whole by-

- (a) Ensuring integrated development planning for the district as a whole;*
- (b) Promoting bulk infrastructural development and services for the district as a whole;*
- (c) Building the capacity of local municipalities in its area to perform their functions and exercise their powers were such capacity is lacking; and*
- (d) Promoting the equitable distribution of resources between the local municipalities in its area to ensure appropriate levels of municipal services within the area*

3. Section 4.1 of the proposed Joint Service Delivery Agreement states that *Overstrand Municipality establishes its own firefighting service within its jurisdictional boundaries, bordering the jurisdictional area of the ODM.* The Municipal Demarcation Board determines the boundaries of the local and district municipalities in South Africa, it is therefore incorrect to state that Overstrand is bordering the jurisdiction as Overstrand falls within the jurisdiction of Overberg District Municipality. As identified by the demarcation board, the local municipalities within the borders of Overberg are Theewaterskloof Municipality, Overstrand Municipality, Cape Agulhas Municipality and Swellendam Municipality
4. The proposed Joint Service Delivery Agreement suggest that Overstrand Municipality take on the full function of both a B and C municipality. Cognisance must be taken that veld, mountain and chemical fires are a district municipal competence. Overstrand Municipality does not have the capacity to take on the function as proposed by the Joint Service Delivery Agreement. This includes the activation of aerial resources for mountain or veld fires. The Overstrand jurisdiction is unique in the sense that it is nestled between the mountain and the sea, with a sudden interface change. Provincial Government does not recognize the local municipality with regards to aerial and ground team activation and work in conjunction with the district municipality's for coordination purposes.
5. In terms of performing the functions of the Overberg District Municipality it should be noted that for the delivery of own functions, the response to local communities may be delayed due to the resources being occupied at another incident (for example a wildfire)
6. Stopping the current Service Delivery Agreement with Overberg District Municipality will create a saving for Overstrand Municipality as the resources activate at previous fires should have been allocated to the District in alignment with the helicopter fly zones.

2021 / 2022 R 2 756 219 was spent on fire services
2022 / 2023 R 46 414 was spent on fire services

**AGENDA of the
Portfolio Committee : Municipal Public Safety
4 February 2025
(Also the agenda for the Mayoral Committee Meeting : 10 February 2025)**

2023 / 2024 R 2 072 345 was spent on fire services
2024 / 2025 R 963 854 was spent since November 2024

7. Financial Implications

In accordance with budget provisions of concerned department.

8. Staff Implications

None

9. Comments from other Departments, Divisions and Administrations

None

10. Annexures

Annexure A: Service Level Agreement with Overberg District Municipality
Annexure B: Proposed Joint Service Delivery Agreement prepared by
Overberg District Municipality

RECOMMENDATION TO THE COUNCIL

that notice hereby be given for the cancellation of the Service Level Agreement with Overberg District Municipality effective from 1 July 2025 and that no Joint Service Delivery Agreement be entered into with the Overberg District Municipality.

RESPONSIBLE OFFICIAL :

**NJ MICHAELS
L SMITH**

TARGET DATE FOR IMPLEMENTATION :

1 JULY 2025

**AGENDA of the
Portfolio Committee: Municipal Public Safety
4 February 2025
(Also the Agenda for the Mayoral Committee Meeting: 10 February 2025)**

**5.
PROPOSED CANCELLATION OF THE SERVICE LEVEL AGREEMENT WITH
OVERBERG DISTRICT MUNICIPALITY**

**NJ Michaels
3 December 2024**

Director: Municipal Public Safety

(028) 313 8054

**THIS MATTER SERVED BEFORE THE MUNICIPAL PUBLIC SAFETY
PORTFOLIO COMMITTEE ON 4 FEBRUARY 2025, WHICH COMMITTEE
RECOMMENDED AS FOLLOWS:**

RECOMMENDATION TO COUNCIL:

1. that notice hereby be given for the cancellation of the Service Level Agreement with Overberg District Municipality effective from 1 July 2025 and that no Joint Service Delivery Agreement be entered into with the Overberg District Municipality; and
2. that further discussions take place between officials of the Overstrand Municipality, politicians and the Overberg District Municipality in order to agree to the establishment of a Joint Service Level Agreement which will benefit both parties.

RESPONSIBLE OFFICIAL :

**NJ MICHAELS
L SMITH**

TARGET DATE FOR IMPLEMENTATION :

1 JULY 2025

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.

Handwritten signatures of the representatives of the Overberg District Municipality and the Overstrand Municipality.

- 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

Handwritten signatures and initials at the bottom right of the page. There are four distinct marks: a large, bold signature, a signature with 'AP' above it, a signature with 'MS' above it, and a vertical signature.

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).

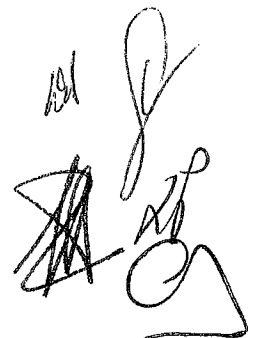
8. COMMAND AND CONTROL

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.

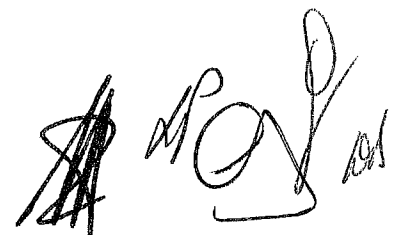
11.2 Continue to provide the Fire and Rescue Service pending the settlement of any dispute between the parties hereto;

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.



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.

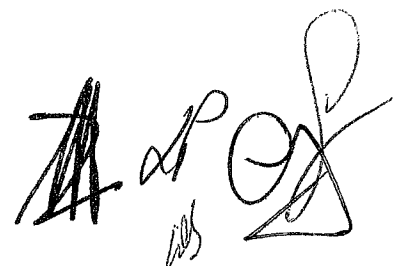
15.2 Should the District Municipality require assistance from Overstrand Municipality, or vice versa, within their area of functional responsibility of the parties, the service will be delivered free of charge on condition that the parties remain on scene.

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.



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
2018 .

AS WITNESS:

1.


DISTRICT MUNICIPALITY

2. 

SIGNED AT Neeramanus THIS 3rd DAY OF November
2015

AS WITNESSES:

1. Petris

2. [Signature]

[Signature]
MUNICIPALITY

SCHEDULE 1

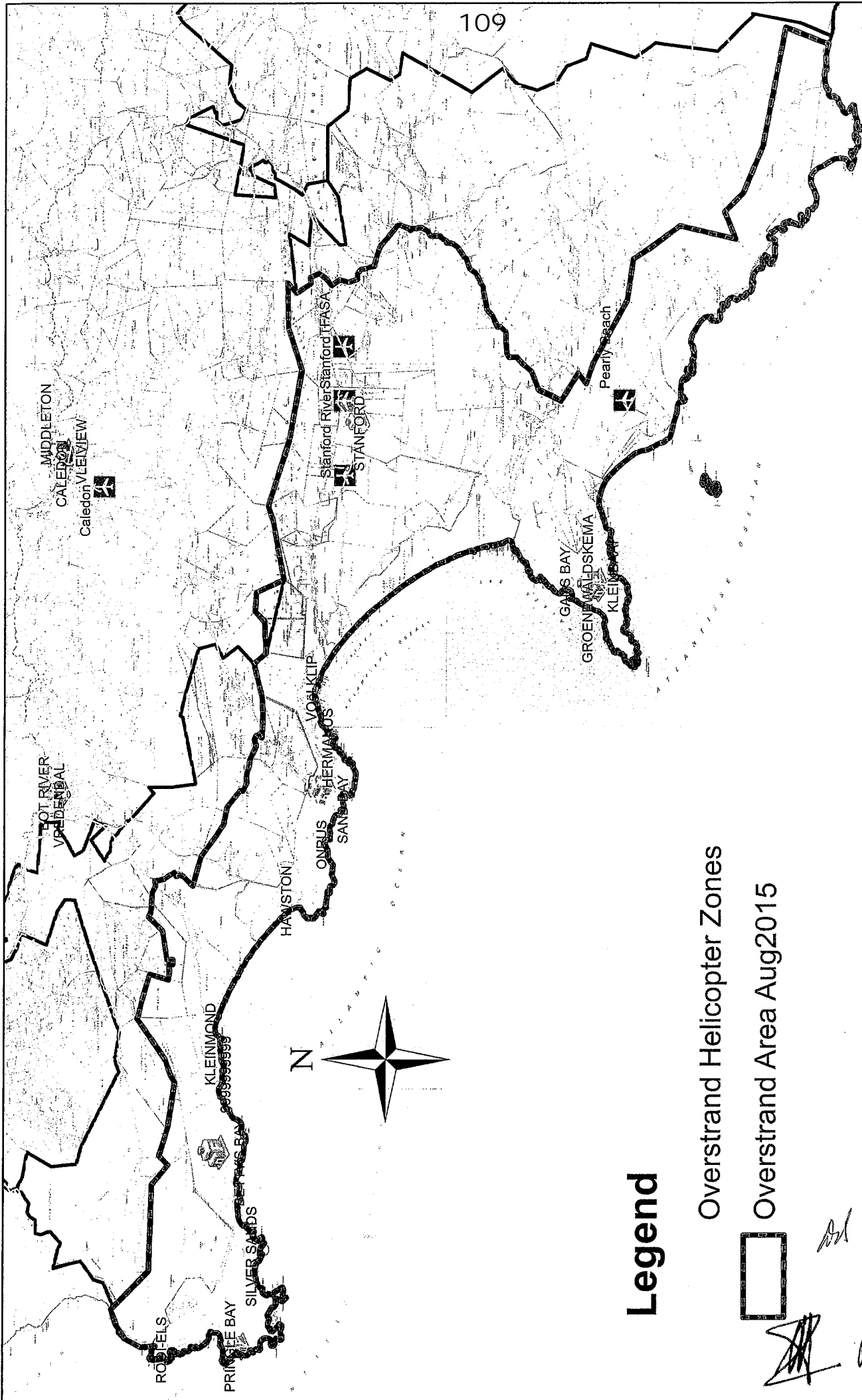
AREA OF OPERATION

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 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.

Handwritten signatures and initials in the bottom right corner of the page. There are three distinct signatures, one of which is a large, stylized signature, and several sets of initials.



Legend

Overstrand Helicopter Zones

Overstrand Area Aug2015



Handwritten signatures and initials:
 [Signature]
 [Signature]
 [Initials]

Overstrand Agreement Area 2015

**JOINT SERVICE DELIVERY AGREEMENT
FIRE AND RESCUE ASSISTANCE**

Made and entered into by and between:

OVERBERG DISTRICT MUNICIPALITY

Duly represented herein by the Municipal Manager Richard Gavin Bosman.

(Hereinafter referred to as "ODM")

And

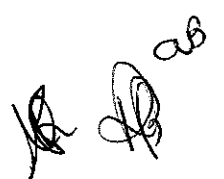
OVERSTRAND MUNICIPALITY

Duly represented herein by the Municipal Manager, Dean Gabriel Ian O'Neil.

(Hereinafter referred to as "Overstrand Municipality")

Handwritten initials and signature:
R
AB
ab

<u>TABLE OF CONTENT</u>	<u>PAGE NO</u>
1 INTRODUCTION	3
2 DEFINITIONS	3
2 INTERPRETATION	4
4 INTENT	6
5 AREA	6
6 INDEMNITY	6
7 DURATION	6
8 PROCEDURE	7
9 REMUNERATION & FEES	8
10 GOVERNING LAW	8
11 ASSIGNMENT	9
12 NOTICE & DOMICILIUM	9
13 RESOLUTION OF DISPUTES	10
14 GENERAL CONDITIONS	10

Handwritten initials and a signature in the bottom right corner of the page.

1. INTRODUCTION

WHEREAS Section 155(6)(a) and (7) of the Constitution empowers municipalities through Schedule 4B to establish firefighting services, and,

WHEREAS Section 84(1)(j) of Local Government: Municipal Structures Act 117 of 1998 (hereinafter referred to as "the Structures Act"), vests the duty of firefighting services in the jurisdictional area of a District Municipality, and

WHEREAS Section 88(1) of the aforesaid Structures Act determines that a District Municipality and a Local Municipality, within the jurisdictional area of that district municipality, must co-operate with one another by assisting and supporting each other, and

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

2. DEFINITIONS

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

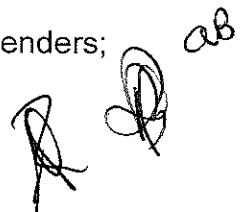
- 2.1 **"AGREEMENT"** shall mean this agreement entered into between Overstrand Municipality and ODM and includes all annexures hereto;
- 2.2 **"AREA OF OPERATION"** shall mean the area depicted on the plan attached hereto as annexure A and as described in Schedule 1 of this agreement. This area of operation is subject to any amendment made to the outer boundaries of the parties;
- 2.3 **"ASSISTING PARTY"** shall mean the party rendering assistance
- 2.4 **"BUSINESS DAY"** shall mean any day of the week excluding Saturdays, Sundays and Public Holidays as determined in terms of the Public Holidays Act;

Handwritten signatures and initials, including the letters 'ab' written above the signatures.

- 2.5 **“CHIEF FIRE OFFICER”** shall mean the persons appointed by the parties to be in charge of their respective firefighting services and rescue services or a person who has been duly delegated by the Chief Fire Officer;
- 2.6 **“EFFECTIVE DATE”** shall mean the last date of signature hereof.
- 2.7 **“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 aforesaid functions;
- 2.8 **“FIRE OR EMERGENCY SITUATION”** shall mean any situation, circumstances or event justifying action by a fire and rescue service;
- 2.9 **“ODM”** 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;
- 2.10 **“OVERSTRAND 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;
- 2.11 **“PARTY”** shall mean ODM or the Overstrand Municipality and parties shall mean both ODM and the Overstrand Municipality;
- 2.12 **“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;
- 2.13 **“REQUESTING PARTY”** shall mean the party requesting assistance

3. INTERPRETATION

- 3.1 Expressions in the singular also denote the plural and vice versa;
- 3.2 Words and phrases denoting natural persons refer also to juristic persons and vice versa;
- 3.3 Pronouns of any gender include the corresponding pronouns of the other genders;

Handwritten initials 'ab' and a signature.

- 3.4 The rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the agreement, shall not apply;
- 3.5 Where the business day upon or by which any act is required to be performed falls on a day which is not a business day, then the relevant date for performance shall be the next succeeding business day;
- 3.6 Where any term is defined within the context of any particular clause in this agreement, the terms so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of this agreement;
- 3.7 References to a statutory provision include any subordinate legislation made from time to time under that provision and include that provision as modified or re-enacted from time to time;
- 3.8 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 3.9 Clause headings appear in this agreement for purposes of reference only and shall not influence the proper interpretation of the subject matter.

4. INTENT

- 4.1 The Overstrand Municipality established its own firefighting service within its jurisdictional boundaries, bordering the jurisdictional area of ODM.
- 4.2 The intent of this agreement, is therefore to record a cross-border assistance procedure, should either party to this agreement request assistance from the other party with any fire or emergency, without the assisting party being liable for any claims demands, proceedings, damages, costs, charges and /or expenses in respect of the requesting party or to such assistance or in relation thereto.
- 4.3 The rendering of assistance is provided on a voluntary basis and is subject to the assisting party's resources at the time of request. No request for assistance shall be compulsory or enforceable, albeit recorded that the parties shall endeavor to assist each other in good faith and within the spirit of this agreement.
- 4.4 This agreement does not exclude or preclude the requesting party from seeking further assistance from any other municipality in its vicinity, at its own discretion, provided that such further assistance from a third party does not impact or affect this agreement and the terms of such further assistance from the said third party, will not be binding on any of the parties hereto.

 ab

- 4.5 In the implementation of this agreement, the parties undertake to observe the utmost good faith in all their dealings with each and to co-operate and co-ordinate fully with each other.

5 AREA

- 5.1 The parties record that each party will be responsible for its own firefighting service within the area recorded in annexure A and as described in schedule 1.
- 5.2 Should the area of responsibility for any party change for any reason whatsoever, the parties will continue to attend to the firefighting services in the areas as described herein, until such time as the new areas are defined and recorded as an amendment to this agreement.

6 INDEMNITY

- 6.1 The requesting party hereby indemnifies, undertakes to indemnify, and keep indemnified the assisting party against:
- 6.1.1 All injuries, demands, actions proceedings, liability, claims, losses, damage, costs or expenses by any person against the assisting party that originates from the granting of assistance to the requesting party relating to this agreement, or by any cause of whatsoever reason.
- 6.1.2 All injuries, demands, actions proceedings, liability, claims, losses, damage, costs or expenses, which the requesting party may sustain or incur, as a result of the assisting party rendering assistance to the requesting party relating to this agreement, or by any cause of whatsoever reason.
- 6.2 The aforesaid indemnity shall commence on time and date of signature hereof and will survive indefinitely.

7 DURATION

- 7.1 This agreement will commence on the effective date and will endure indefinitely, unless terminated in terms of clause 7.2 below.
- 7.2 Either party may terminate this agreement, with 3 (three) months written notice to that effect.

Handwritten signatures and initials in the bottom right corner of the page. There are two distinct signatures, one appearing to be 'R' and another 'P', with the initials 'ab' written below them.

8 PROCEDURE

- 8.1 When the Chief Fire Officer of any of the parties, receives a call to a fire or emergency situation in its area of operation, he shall immediately dispatch the necessary resources to deal effectively with the situation.
- 8.2 Should it appear that assistance is required or foreseen to be required, the Chief Fire Officer, shall request assistance from the other party, specifying:
 - 8.2.1 Envisioned predetermined attendance
 - 8.2.2 The type of assistance required;
 - 8.2.3 The manpower required;
 - 8.2.4 The vehicles and equipment required;
 - 8.2.5 The response time required;
 - 8.2.6 The duration of assistance standby required.
- 8.3 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).
- 8.4 A fire or emergency situation that originated within the area of operation of any party, will remain the responsibility of that party's Chief Fire Officer. Should the fire extend beyond the original area of operation into the area of operation of the assisting party, the responsibility for such fire or emergency situation will then vest in the Chief Fire Officer of the assisting party.
- 8.5 In the event of cross boundary assistance, command and control will be done by the requesting party, according to Incident Command System (ICS) principles. 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 requesting party's control center.
- 8.6 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 of the Western Cape.
- 8.7 Throughout the duration of this agreement, the parties shall be obliged to:
 - 8.7.1 Exercise all reasonable skill, care and diligence required of a local authority in the delivery of the fire and rescue service assistance envisaged in terms of this agreement.



Handwritten initials 'AB' and a signature.

- 8.7.2 Continue to provide the assistance, pending the settlement of any dispute between the parties hereto;
- 8.7.3 Ensure strict compliance with the law in carrying out all of its obligations in terms of this agreement.
- 8.8 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 obligations in terms hereof.
- 8.9 The parties shall through their respective Chief Fire Officers, have access to or over each other's area of operation and property for the purposes of doing anything authorized or required to be done by them in terms of this agreement.
- 8.10 Copies of all records, documents, computer software and data of whatever nature prepared by any party in rendering or receiving assistance, shall be made available to each other.

9. REMUNERATION AND FEES

- 9.1 In the case of attendance of any of the parties in their area of operation, fees or remuneration will be charged and levied in terms of the parties' tariff structure.
- 9.2 Should any party render assistance to another party, the service will be delivered free of charge on condition that the parties remain on scene. This arrangement will be evaluated on an annual basis.

10 GOVERNING LAW (AS AMENDED)

- 10.1 The parties agree to conform to the terms and conditions of the following legislation:
- 10.1.1 The Constitution, in particular Sections 155 and 156 are concerned, in as far as firefighting competencies and obligations are allocated to the parties;
- 10.1.2 The Local Government: Municipal Structures Act, 117 of 1998, in particular Sections 83 to 88, relating to the authorization to establish firefighting services;
- 10.1.3 The prescriptions of the National Veld and Forest Fire Act, 101 of 1998

Handwritten signatures and initials, including the letters 'AS'.

10.1.4 The prescriptions of the Fire Brigade Service Act, 99 of 1987.

10.2 The parties undertake in favor and towards each other, to comply with each other's by-laws in the event of rendering assistance across-border.

11 ASSIGNMENT

Save as expressly provided elsewhere, no party shall be entitled to cede their rights or assign its rights and obligations hereunder to any third party, without the prior consent of the other party.

12 NOTICE AND DOMICILIUM

12.1 Each of the parties choose 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:

ODM:	26 Long Street Bredasdorp 7280 REPUBLIC OF SOUTH AFRICA
------	--

OVERSTRAND MUNICIPALITY:	Magnolia Street Hermanus 7200 REPUBLIC OF SOUTH AFRICA
--------------------------	---

12.2 Any notice to any party shall be addressed to it at its *domicilium* aforesaid and be delivered by hand.

12.3 In the case of any notice delivered by hand, it shall be deemed to have been received on delivery, unless the contrary is proved, provided such date is a business day.

12.4 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.

Handwritten signatures and initials, including the letters 'ab'.

13. RESOLUTION OF DISPUTES

13.1 Any dispute which may arise out of or regarding this agreement, shall be dealt with in the following manner:

13.1.1 In the first instance the parties shall seek the amicable resolution of the dispute between themselves;

13.1.2 In the event of no amicable resolution being reached, any of the parties may report the dispute to the MEC to be resolved in terms of section 86 of Local Government: The Structures Act, 117 of 1998;

13.1.2 In the event of the MEC not being able to resolve the dispute, the dispute resolution procedure as is provided in the Intergovernmental Relations Framework Act, No 13 of 2005 will be followed;

13.2 Nothing in this agreements prevents any of the parties to seek urgent relief in a court of law with jurisdiction over the dispute.

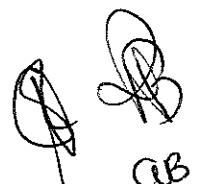
14. GENERAL CONDITIONS

14.1 No alteration, cancellation, variation of or addition to this agreement shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised representatives.

14.2 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.

14.3 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.

_____ 0 _____



Handwritten signatures and initials, including the letters 'AB'.

SIGNED AT BRENTS DORP THIS 9th DAY OF OCTOBER 2024

AS WITNESSES:

1. aboy

2. [Signature]

[Signature]

OVERBERG DISTRICT MUNICIPALITY

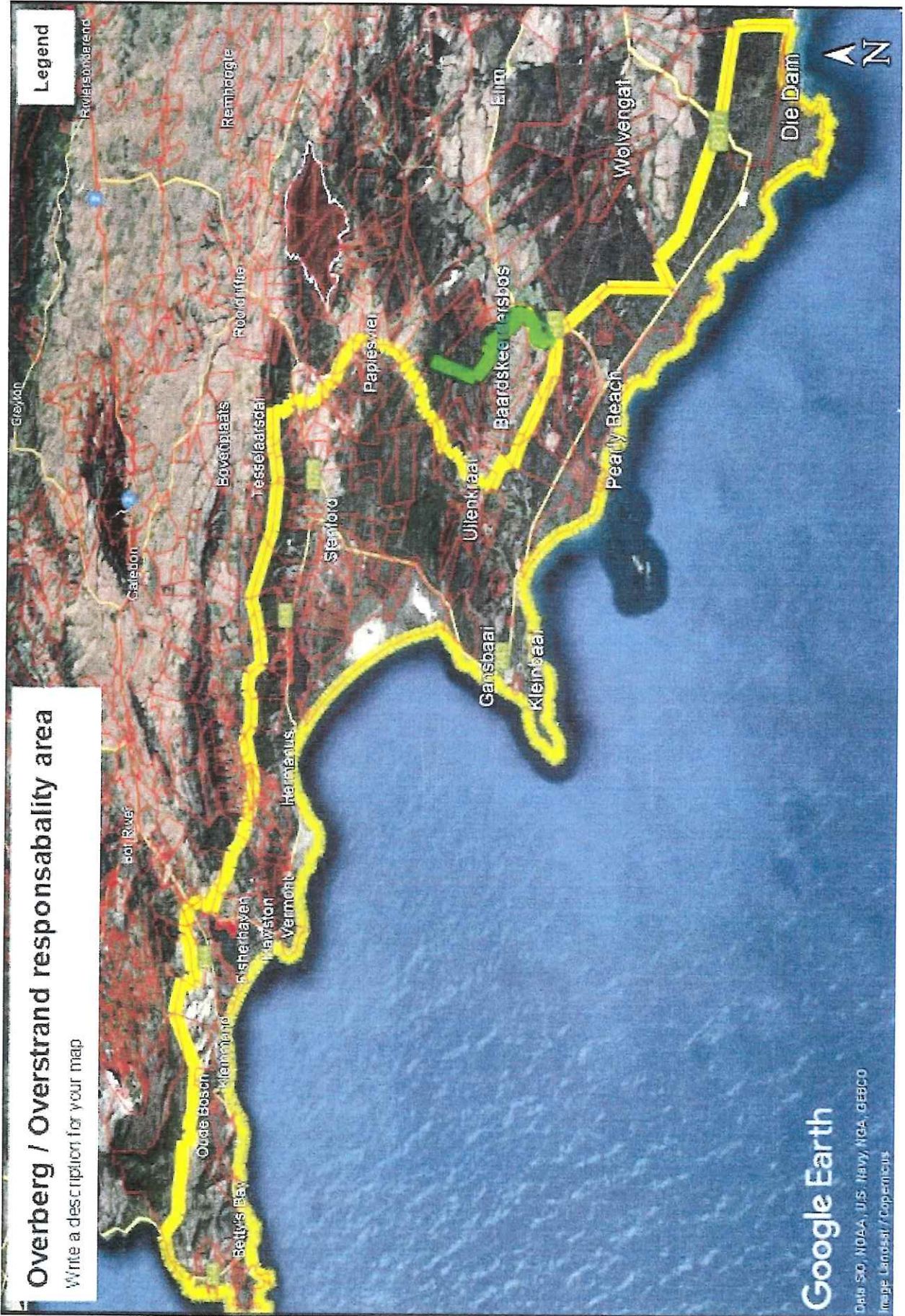
SIGNED AT _____ THIS _____ DAY OF _____ 2024

AS WITNESSES:

1. _____

2. _____

OVERSTRAND MUNICIPALITY



Overberg / Overstrand responsability area

Write a description for your map

Handwritten signatures and initials at the bottom of the page, including a stylized signature and the initials "ab".