

MEMORANDUM OF AGREEMENT

Entered into by and between

CAPE WINELANDS DISTRICT MUNICIPALITY  
WEST COAST DISTRICT MUNICIPALITY

OVERBERG DISTRICT MUNICIPALITY  
CENTRAL KAROO DISTRICT MUNICIPALITY  
EDEN DISTRICT MUNICIPALITY

(hereinafter referred to as "the parties")

AND

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

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## PREAMBLE

Whereas the parties have deemed it in the interest of their respective jurisdiction areas to enter into an agreement for the rendering of mutual assistance during a fire situation or any other emergency; and;

Whereas it is required that municipalities co-operate in terms of section 3 of the Municipal Systems Act, 2000 (Act 32 of 2000) (as amended) and;

Whereas the parties are competent and may, in terms of section 12 of the Fire Brigade Services Act, 1987 (Act 99 of 1987) (as amended), co-operate in the rendering of such services by concluding a written agreement, and

Whereas the parties have agreed to the terms under which they shall co-operate.

Therefore the parties agree as follows:

## 1. DEFINITIONS

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

"the Act"	means the Fire Brigade Services Act (Act 99 of 1987 as amended)
"Party"	means a controlling authority as defined in the Act which is a signatory to this written agreement
"Fire Services" Coordinating Committee" (FSC)	means the body established in terms of this agreement and which is responsible for the implementation and regulation of this agreement
"District Municipal Control Centre"	means the control centre designated for each of the predetermined district municipalities and which is responsible to activate district fire brigade services responses in terms of this agreement
"Fire Control" (FC) (Goodwood Fire Station)	means the designated control centre of the City of Cape Town Fire and Rescue Services who shall be responsible for receiving the request for aid and to control and coordinate such assistance
"City of Cape Town"	shall be the municipality of the City of Cape Town
"District Municipality"	means a municipality that has municipal executive and legislative authority in an area that includes more than one municipality, and which is described in section 155(1) of the Constitution as a category C municipality

"service"	means a fire brigade service as contemplated in the definition of "service" in the Act
"situation"	means any situation or circumstances or incident that necessitates or justifies the use of a fire brigade service as contemplated in the definition of "service" in the Act
"standard operating procedures"	means written procedures approved by the Fire Services Committee (FSC) that govern all aspects of fire services mutual assistance arrangements and operations (copy of which is attached – Schedule A and which shall be deemed to be part of this agreement)

## 2. INTERPRETATION

- 2.1 The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof.
- 2.2 Capital letters include lower-case letters and *vice versa*.
- 2.3 Unless a contrary intention clearly appears:
- 2.3.1 any one gender includes the other two genders;
- 2.3.2 the singular includes the plural and *vice versa*;
- 2.3.3 and natural persons include created entities (corporate or unincorporated) and the state and *vice versa*

## 3. OPERATIONAL DATE

- 3.1 This agreement shall come into operation upon the date the last signature is affixed hereto.
- 3.2 This agreement will be reviewed after two years with effect from the date the last signature is affixed hereto.

## 4. ADMINISTRATION

- 4.1 This agreement shall be administered by the Fire Services Committee, which is responsible for the coordination of Fire Services in the Province of the Western Cape.
- 4.2 The FSC will comprise the Chief Fire Officers of all parties to this agreement.
- 4.3 The FSC will determine its own structure, procedures, representation, quorum and decision-making requirements. It will also determine the relevant

secretarial and administrative responsibilities and requirements relating to the agreement.

- 4.4 The FSC may co-opt any other person for the purpose of achieving the objectives of the agreement.
- 4.5 The FSC shall create a standardized report, including statistics and operational analysis that shall be submitted to the Council of the City of Cape Town every six months.
- 4.6 The City of Cape Town shall provide all District Municipalities with a copy of the standardized report for submission to the local Councils.

## 5. ACTIVATION AND COORDINATION CONTROL CENTRE

- 5.1 Fire Control shall be used as the Activation and Co-ordination Control Centre for the purposes of this agreement, should a District Municipality need assistance.
- 5.2 A District Municipality in need of assistance shall contact FC who shall have the right to co-ordinate and control the response so required.
- 5.3 When the City of Cape Town requires assistance it must contact the relevant District Municipality Control Centre, who shall have the right to co-ordinate and control the requested response.
- 5.4 A list of District Municipality Control Centers shall be attached to this agreement as Schedule "B".

## 6. RECORD AND DATA FACILITIES

- 6.1 The FC shall maintain such records or data as may be necessary in terms of this agreement. Such records and data shall be supplied by the parties upon demand and in accordance with the Promotion of Access to Information Act, 2000 (Act no 2, 2000).

## 7. MUTUAL ASSISTANCE

- 7.1 In the event of any situation requiring mutual assistance, the Chief Fire Officer or his/her designated representative (DR) of that party shall in the prescribed manner, after having exhausted their fire services capacity within their jurisdiction area, contact the FC and request assistance.
- 7.2 Upon receipt of a request in terms of Clause 7.1, the FC shall, in terms of the standard operational procedures determine the party(s) responsible for providing such assistance and transmit such request for assistance to the relevant party(s).
- 7.3 FC shall also inform the Provincial Disaster Management Centre of all requests received as well as assistance sent to the requesting Party.
- 7.4 If the Chief Fire Officer of a Party receiving a request to provide assistance is of the opinion that a prevailing or potential situation in his area of jurisdiction will prevent him from doing so, he shall immediately inform the Activator of his inability to render assistance.

7.5 The District Municipality Control Centre shall be responsible for arranging cover for areas left unprotected within the District Municipality while rendering mutual assistance to another party.

7.6 If a Chief Fire Officer of a Party decides not to heed a request for assistance as contemplated in clause 7.2, he shall within two calendar weeks of the date of such a request, furnish reasons for his decision in writing to the controlling authority which initiated the request.

8 FINANCIAL PROVISIONS

8.1 A Party rendering assistance in terms of this agreement may levy the fees contemplated in section 10.1, of the Act from the party receiving assistance in terms of this agreement.

8.2 A Party receiving assistance in terms of this agreement may recover the fees contemplated in section 10.1 of the Act, from the person for whose benefit such assistance was employed.

9 THE PARTIES OBSERVANCE OF APPLICABLE LEGISLATION

9.1 For the entire duration of this Agreement, the parties shall ensure that they comply with all the provisions of any law that may be applicable to this Agreement and/or their activities including but not limited to the Occupational Health and Safety Act, No 85 of 1993, and related legislation.

10. DOMICILLIUM

10.1 The Parties hereto choose *domicilium citandi et executandi* for all purposes of and in connection with this Agreement as follows:

City of Cape Town	Civic Centre 12 Hertzog Boulevard Cape Town, 8000
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West Coast District Municipality	Municipal Office 58 Lang Street Moorreesburg, 7310
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Cape Winelands District Municipality	Municipal Office 46 Alexander Street Stellenbosch, 7599
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Overberg District Municipality	Municipal Office 26 Long Street Bredasdorp, 7280
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Central Karoo District Municipality	Municipal Office 63 Donken Street Beaufort West, 7960
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Eden District Municipality	Municipal Office 54 York Street George, 7530 7530
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10.2 Any Party hereto shall be entitled to change its *domicilium* from time to time, provided that any new *domicilium* selected by it shall be a street address and any such change shall only be effective upon receipt of notice in writing by the other Parties of such change.

10.3 All notices, demands, communications or payments intended for any Party shall be made or given in writing at such Party's *domicilium* for the time being. A notice sent by one Party to another Party shall be deemed to be received:

10.3.1 on the date of delivery, if delivered by hand;

10.3.2 on the fourth day after posting, if sent by prepaid registered mail;

10.4 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

## 11. PARTIES RIGHTS AND INTEREST

11.1 This agreement will not in any way serve to alter the rights and or obligations of the parties either in common or statutory law with regard to their respective rights and interests within their area of jurisdiction as required by the Act.

## 12. DISPUTES

12.1 Any dispute arising from the existence or operation of this agreement shall be determined by the submission of such dispute to a panel consisting of at least two Municipal managers of any parties not involved in the dispute who will act as mediators.

12.2 If the dispute referred to in Section 12.1 is not resolved it may be taken to independent arbitration or settled in a court of law should any of the affected party(s) not agree on arbitration.

## 13. ASSIGNMENTS

13.1 No party shall cede or assign this Agreement or any part thereof, or any benefit, obligation or interest therein or there under, without the prior written consent of all the parties which are signatories hereto.

## 14. TERMINATION

14.1 Any party shall have the right to terminate his membership to this agreement by giving one calendar month written notification to the chairperson of the FSC, or

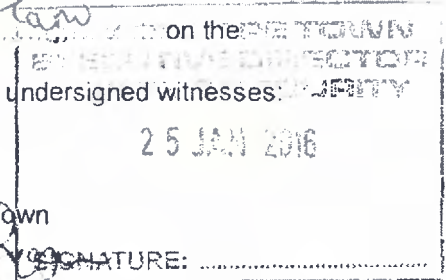
14.2 At a meeting where the majority parties to this agreement agree to terminate this agreement.

14.3 The termination of this agreement shall not result in any party being absolved from rights and duties he had acquired in terms of this agreement prior to such termination.

SIGNATURES

A City of Cape Town

SIGNED on behalf of the City of Cape Town at CAPE TOWN on the 25<sup>th</sup> day of January 2016 in the presence of the undersigned witnesses:



AS WITNESSES:

1. .... Per: The City Of Cape Town

2. ....  
As duly authorised

B. West Coast District Municipality

SIGNED on behalf of the West Coast District Municipality at .....

on the ..... day of ..... 2016 in the presence of the

undersigned witnesses:

AS WITNESSES:

1. .... Per: The West Coast District Municipality

2. ....  
As duly authorised

C Cape Winelands District Municipality

SIGNED on behalf of the Cape Winelands District Municipality at .....

on the..... day of ..... 2016 in the presence of the

undersigned witnesses:

AS WITNESSES:

1. .... Per: The Cape Winelands District Municipality

2. ....  
As duly authorised



D. Overberg District Municipality

SIGNED on behalf of Overberg District Municipality at ..... on  
the ..... day of ..... 2016 in the presence of the  
undersigned witnesses:

AS WITNESSES:

1. .... Per: The Overberg District Municipality

2. ....  
As duly authorised

E. Central Karoo District Municipality

SIGNED on behalf of Central Karoo District Municipality at ..... on  
the ..... day of ..... 2016 in the presence of the undersigned  
witnesses:

AS WITNESSES:

1. .... Per: The Central Karoo District Municipality

2. ....  
As duly authorised

F. Eden District Municipality

SIGNED on behalf of EDEN DISTRICT MUNICIPALITY at ..... on  
the ..... day of ..... 2016 in the presence of the undersigned  
witnesses:

AS WITNESSES:

1. .... Per: The Eden District Municipality

2. ....  
As duly authorised

STANDARD OPERATING PROCUDURES  
FOR THE RENDERING OF MUTUAL  
ASSISTANCE

I N D E X

STANDARD OPERATING PROCEDURES (Schedule "A")

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## Schedule "A"

## STANDARD OPERATIONAL PROCEDURES FOR MUTUAL ASSISTANCE

## OBJECTIVES OF THE PROCEDURES

In accordance with the requirements of the Agreement, the objects of the procedures are to:

- (a) Use the Fire Control (FC) as the activator of the agreement in which will be maintained such records and data as may be necessary for the purpose of the Mutual Aid Agreement. Information to compile such records and data shall be supplied by all parties.
- (b) Only request assistance when all fire resources within the party(s) jurisdictional area is exhausted.
- (c) Define the procedures to be adopted:
  - (i) When a fire situation occurs to an extent which requires assistance from other parties.
  - (ii) To activate through the FC, a request for assistance to such other Chief Fire Officers of other parties as may be considered necessary to combat or deal with a fire situation.
  - (iii) For operational contingencies for a fire situation in an area of jurisdiction of one of the other parties which is of such a nature or extent that it is unwise or imprudent for a party to respond to such fire situation.

## 1. DEFINITION OF TERMS

In these procedures, unless inconsistent with the context:

"Agreement"	means the Mutual Aid Agreement: Fire and Rescue Services.
"Back-up"	means the support and/or assistance being co-ordinated by the DMCC or RFC.
"Committed"	means when all the units of a party is engaged at an incident and cannot be withdrawn to attend to an incident elsewhere.
"DMCC"	Acronym for Disaster Management Control Centre
"PDMC"	Acronym for Provincial Disaster Management Centre
"Recipient Chief Fire Officer"	means the Chief Fire Officer of the party receiving assistance when more than one Chief Fire Officer is present at a fire situation.

"Stand-by"	means the unit of one party at the fire station of another party
"Status situation Codes"	means an indication of the seriousness of an incident and the action to be taken by the DMCC or FC
"Unit"	means an emergency vehicle together with its crew of a particular party.
"Withdraw"	means when a unit leaves a fire situation.

2. QUALIFICATION FOR MUTUAL ASSISTANCE

- 2.1 Subject to clause 2.4, a party shall only qualify to receive aid or assistance under this Agreement and in terms thereof, if it has a formal fire agreement between itself and the Municipal fire services and designated fire services within its district municipal areas and/or owns, operates and maintains a service deemed by the parties to be adequate for the normal day to day needs of its community and should any party hereto abolish or dispose of its service or reduce it to a level not considered adequate by the parties, it shall be deemed to have resigned from this agreement.
- 2.2 A panel of two Category of Authorised Persons (CAPS), neither of whom is employed by or directly represents an affected party shall, on request from the Provincial Fire Services Work Group, investigate and report on a party's qualification to receive aid or assistance in terms of Section 2.1.
- 2.3 The majority of Municipal managers of controlling authorities who are Party to this agreement shall, provided their respective Councils have delegated the authority to the Municipal manager, consider the report and recommendations of the panel referred to in Section 2.2 and take a decision thereon which shall be final.
- 2.4 A party which does not operate a service or who does not have a formal agreement between itself and the municipal fire services and designated fire services within its district municipal area and whose service is evaluated as being inadequate by the panel referred to in clause 2.2 may be permitted as a member of the agreement subject to special conditions as may be imposed by the Provincial Fire Services Work Group.

3. PARTY CONTROL CENTRES

- 3.1 The service of each party shall, in its, control centre, provide and update, as and when necessary, the following reference material:
  - 3.1.1 the latest edition of area and street maps as determined by the Provincial Fire Services Work Group.
  - 3.1.2 the latest editions of surveyor general maps covering the relevant area(s) of jurisdiction.

4. FIRE CONTROL CENTRE FOR THE ACTIVATION OF THE AGREEMENT

The FC will be the Activator for responses and it shall maintain a tally board:

- 4.1 of such design, function and make up as may be deemed necessary by the Provincial Fire Services Work Group.
- 4.2 in close proximity to the maps required in section 2, indicating the availability of crews and units of all parties.
- 4.3 and update same daily at 10:00. The Chief Fire Officers of each party shall ensure that the required information of its service is relayed daily to the FC by 10:00.
- 4.4 the FC shall inform all parties of the latest editions of all maps as required for each of the DMCC's.

5. COMMAND AND CONTROL

- 5.1 The Chief Fire officer of a party that receives assistance in terms of this agreement shall co-ordinate the combating of said fire situation, and is in control of the service employed in his area in terms of this agreement and in accordance with the Incident Command Systems as approved by the Provincial Fire Services Work Group.

Provided that:

- 5.1.1 specialised equipment shall within the confinements of the fire situation be employed independently by the member in control thereof, but at a place that said Incident Commander determines after consultation with that member.

Provided further that:

- 5.1.2 the member in control of specialised equipment may act in his own discretion as regard the application of said equipment if he is of the opinion that said equipment will otherwise be exposed to unnecessary risk or danger,
- 5.1.3 a member in control that takes action as contemplated in sub-clause 5.1.2 shall immediately report details of such action to said Incident Commander.

6. RECORD AND DATABASE FACILITIES/RADIO COMMUNICATION

- 6.1 Mutual Aid Incident records and database facilities shall be kept at the DMCC's and FC for the recording of all incidents, radio messages, etc. connected with incidents or exercises of all parties.
- 6.2 The control centre of each party receiving assistance shall be responsible for recording its own information regarding an incident.
- 6.3 Each fire service shall, during incidents, utilize its own radio frequency for communicating with its control centre.
- 6.4. All radio messages must comply with the standard radio procedures as adopted.

## 7. SITUATION CODES

The following status situation codes shall apply to all services:

7.1 **GREEN** - Normal

Action by FC - Nil

7.2 **YELLOW** - Have an incident; provide back-up for area of jurisdiction.

Action by FC -

## 7.2.1 Alert the service, which is required to provide back-up. Inform the PDMC

## 7.2.2 Monitor situation until code "GREEN" is declared. Inform the PDMC

7.3 **ORANGE** - Have a serious incident, provide stand-by in area of jurisdiction, and require relief crews

Action by FC -

## 7.3.1 Alert the service which is to provide stand-by. Inform the PDMC.

## 7.3.2 Co-ordinate arrangements for relief crews. Monitor situation until code "GREEN" is declared. Inform the PDMC.

7.4 **RED** - Have serious incident, require immediate assistance.

Action by FC -

## 7.4.1 Immediately co-ordinate mobilization of assistance required. Inform the PDMC.

## 7.4.2 Monitor situation and co-ordinate back-up for further possible incidents.

## 7.4.3 Monitor the entire situation until code "GREEN" is declared. Inform the PDMC.

## NOTES ON CODE RED

- (a) The Chief Fire Officer of the party requiring assistance shall, if necessary, inform his Chief of Disaster Management of the situation.
- (b) A code "RED" situation may require formal Disaster Management action but immediately action under the Agreement will, in any case, be initiated in order to speed up a return to a code "GREEN".

## 8. ACTIVATION PROCEDURE

## 8.1 Through co-ordination, the FC shall ensure that each area of jurisdiction will receive continuous back-up even if that party's units are committed elsewhere. In this manner it will not be necessary for units to be withdrawn, whilst in operation at any other incident to attend to a "home" fire.

## 8.2 Status situation codes shall be utilized to enable the FC to co-ordinate a pre-determined response and back-up.

- 8.3 When giving the call the caller must provide the following information:
- 8.3.1. Name and rank of Senior Officer requesting assistance;
  - 8.3.2. Status situation code;
  - 8.3.3. Call of Emergency: Factory, shopping mall, nursing home, etc. alight, flooded, gas/chemical leak, explosion.
  - 8.3.4. If life in danger state clearly "PERSONS REPORTED"
  - 8.3.5. Full address including cross roads and map reference as per approved reference maps for the area(s) of jurisdiction and time of call.
  - 8.3.6. Type of units required if necessary.
- 8.4. The Officer-in-charge of the FC will immediately call back and verify the information and give the time of the call on verification. He will then contact the nearest Party requesting their assistance. If that service is unable to assist, they must state clearly "UNABLE TO ASSIST". The Control Officer will then contact the next nearest Party, etc.

## 9. RESPONSE PROCEDURE

- 9.1 The mobilization of units will depend on:
- 9.1.1 the topographical layout and nature of the area of jurisdiction;
  - 9.1.2 the particular risk involved; and
  - 9.1.3 request for specific units.

With the foregoing in mind, the FC shall alert and co-ordinate the respective services accordingly.

- 9.2 When an assisting service responds a unit, they must inform the FC of the ID letter and number of the unit and time away.
- 9.3 On arrival at destination whether standing by at a Fire Station or attending the incident, the FC is to be informed of time of arrival.
- 9.4 The Incident Commander shall at the earliest opportunity give a brief situation report to his Control for transmitting to the FC.
- 9.5 All services are requested to inform the FC of the return of their units when status situation code green is declared.

## 10. WITHDRAWAL FROM INCIDENTS

Units, which are mobilized and coordinated by the FC, shall, at the end of an incident, only be withdrawn on the instructions of the Incident Commander through the DMCC.



11 GENERAL

- 11.1 The standard operational procedures shall be mutually tested by two or more parties at least once annually, provided that every Party shall at least once annually be involved with such testing of the standard operational procedures in accordance with an annual program determined by the Provincial FSC.
- 11.2 This procedure replaces any other mutual aid and standard operational procedures previously used by the parties.

## DISTRICT MUNICIPALITY CONTROL CENTRES

Cape Winelands District Municipality	Tel 021 887 4446 Tel 021 886 9244 Fax 021 886 6206
Central Karoo District Municipality	Tel 023 449 1000 Fax 023 414 3675
Eden District Municipality	Tel 044 805 5071 Tel 044 803 1527 Fax 044 871 0041
Overberg District Municipality	Tel 028 4251 690 Tel 028 425 1157 Fax 028 424 2748
West Coast District Municipality	Tel 022 433 8531 Cell 082 557 7689 Fax 022 433 8484