

ADDENDUM

TO

FIRE AND RESCUE SERVICE DELIVERY AGREEMENT

Made and entered into by and between –

OVERBERG DISTRICT MUNICIPALITY
(Hereinafter referred to as “District Municipality”)

And

Cape Agulhas Municipality
(Hereinafter referred to as “Municipality”)

Whereas the function of structural firefighting is assigned to Cape Agulhas Municipality in accordance with the Local Government – Municipal Structures Act 117 of 1998, and in the interest of inter-governmental relationship and to the advantage of the communities both municipalities serve; the Overberg District Municipality and Cape Agulhas Municipality are desirous to enter into a service level agreement for the provision of structural fire services in the Cape Agulhas jurisdictional area as a whole.

NOW THEREFORE THE PARTIES HERETO AGREED WITH EACH OTHER:

To make the following amendments to the existing agreement that was signed on 14 May 2021 and the addendum signed on 5 April 2023:

Clause 1 - DEFINITIONS

Change clause 1.5 “CPIX” the CPI inflation index provided by National Treasury in the Annual MFMA Budget Circular shall be used for this adjustment *based on forecast CPI Index as released in March circular of the preceding financial year to ensure that the budget and actual levied amounts correspond*



Clause 5 – PERIOD OF AGREEMENT

Change clause 5.2 The period for agreement will be for a period of *five (5) years until 30 June 2025, whereafter the contract will be renegotiated.*

Clause 11 - REMUNERATION and FEES

Add to clause 11.1

2024 / 2025 (2023/2024) amount plus CPIX

Add clause 11.5 – *The amounts in clause 11.1 will be exclusive of VAT which will be applicable retrospectively since the commencement of this agreement.*

DATED AT Bredasdorp THIS 24th TH DAY OF
April 2024.

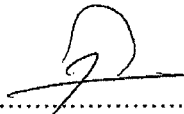


.....
Municipal Manager ODM

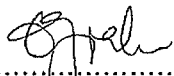


.....
Witness ODM

DATED AT Bredasdorp THIS 29 TH DAY OF
April 2024.



.....
Municipal Manager: Cape Agulhas



.....
Witness Cape Agulhas

-----END-----

FIRE AND RESCUE SERVICE DELIVERY AGREEMENT

Made and entered into by and between –

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

And

CAPE AGULHAS MUNICIPALITY
(Hereinafter referred to as "Municipality")

Whereas the function of structural firefighting is assigned to Cape Agulhas Municipality in accordance with the Local Government – Municipal Structures Act 117 of 1998, and in the interest of inter-governmental relationship and to the advantage of the communities both municipalities serve, the Overberg District Municipality and Theewaterskloof Municipality are desirous to enter into a service level agreement for the provision of structural fire services in the Cape Agulhas jurisdictional area as a whole.

NOW THEREFORE THE PARTIES HERETO AGREED WITH EACH OTHER:

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 Cape Agulhas 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 of Cape Agulhas Municipality.
- 1.4 "Chief Fire Officer" shall mean the person appointed by the ODM to oversee the District Municipality 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.

Handwritten initials and signatures, including a large signature on the right and smaller initials on the left.

- 6.5. Provide an after-hours telephone/control centre service for municipal complaints and emergencies for Cape Agulhas Municipality

7. DUTIES OF THE MUNICIPALITY

- 7.1. Ensure the municipality departments adhere to the agreement and annexures relating to the provision of fire prevention services.
- 7.2. Assist the district in identifying high risk communities and strive to work towards fire safe areas, construction, and layout.
- 7.3. Provide and maintain water mains and hydrants for firefighting in consultation with ODM

8. UTMOST GOOD FAITH

- 8.1. In the implementation of this Agreement the parties undertake to observe the utmost good faith in all their dealings with each other.
- 8.2. Furthermore, the parties agree to co-operate and co-ordinate fully with each other.

9. REPORTS

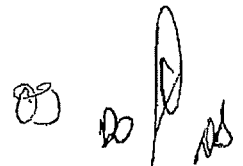
The parties hereto shall have the right at any time to call for a written report on any matter relating to their respective obligations under this Agreement to determine whether the other party is complying with its obligation in terms hereof.

10. 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 Act, all regulations framed in terms of the Act, as well as all the provisions on any other Law which may have application to this Agreement.

11. REMUNERATION and FEES

- 1.1. The municipality will pay the District Municipality the following annual fee for the rendering of the service:
 - i. 2017/2018 R750 000
 - ii. 2018/2019 R1 000 000
 - iii. 2019/2020 R1 250 000
- 1.2. This fee will be payable in two parts, 50% on 31 December, and remainder on 30 June of the financial year.
- 1.3. There will be no other fees or remuneration charged between the DM and the Municipality.
- 1.4. The District shall charge fees (for his own account) for the rendering of services to the owner of the property per the act, within the area of operation.



16 **DOMICILIA**

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: 1 Dirkie Uys Street
Bredasdorp 7280
REPUBLIC OF SOUTH AFRICA

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

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

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.

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.

17. **RESOLUTION OF DISPUTES**

Any dispute which may arise out of or regarding –

Any matters arising out of this Agreement;

The interaction of this Agreement

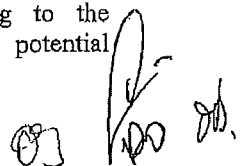
Shall be dealt with in the following manner –

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

In the event of no agreement possible as previously mentioned the PARTIES shall follow the agreed upon dispute resolution procedure;

17.1 MEDIATION

17.1.1 Each party shall submit a list with 3 (three) names of knowledgeable persons, with expertise relating to the particular field in which the dispute arose, as potential



17.2.5 The arbitrator appointed shall not be obliged to follow the strict principles of law in determining the dispute, but shall be entitled, in his sole discretion to determine the dispute with due reference to the equities prevailing in respect of the dispute. The arbitrator shall have the power to give default judgment if any party fails to make submissions on due date or fails to appear at the arbitration, provided that reasonable notice has been given to parties to make their submissions or appearances.

17.2.6 The parties irrevocably agree and undertake that any award or order or whatsoever made by the arbitrator shall be final and binding upon them and may at the option of either party be made an order of any division of the High Court of South Africa to which jurisdiction the parties are subject. The parties hereby exclude all rights of appeal, which might otherwise be conferred upon them by law.

17.2.7 This clause shall not prevent any party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

17.2.8 The parties agree to contribute equally to the cost of the arbitrator and each party shall bear any other costs separately regardless of the outcome of the arbitration.

DATED AT Bredasdorp THIS 27 TH DAY OF June
..... 2016.18

AS WITNESS:

1. [Signature] DISTRICT
MUNICIPALITY

2. [Signature]

DATED AT BREDASDORP THIS 27th TH DAY OF
JUNE 2016.8

AS WITNESSES:

1. [Signature] MUNICIPALITY

2. [Signature]