

AGREEMENT ODM AND TWK FOR RENDERING OF FIRE SERVICES VERSION 3

FIRE AND RESCUE SERVICE DELIVERY AGREEMENT

Made and entered into by and between –

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

And

THEEWATERSKLOOF MUNICIPALITY
(Hereinafter referred to as “Municipality”)

Whereas the function of structural firefighting is assigned to Theewaterskloof 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 Theewaterskloof 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 Theewaterskloof 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 Theewaterskloof municipality as a whole.
- 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 of 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.



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1.8 "The law" shall mean any applicable law, proclamation, ordinance, Act of Parliament or other enactment having the force of law.

1.9 "The act" shall mean the Fire Brigade Services Act, 1987 (Act no 99 of 1987 as amended)

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

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 July 2016, notwithstanding the date of signature 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 change or terminate this Agreement. The period of the agreement will be for a period of three (3) years and will end on 30 June 2019

6. DUTIES OF THE DISTRICT

6.1. 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 and the Act

6.1.1. Provide a 24 hour shift system in Grabouw by 1 March 2017

6.1.2. Provide a 24 hour shift system in Caledon by 1 January 2018

6.1.3. Ensure a dedicated structural response presence in Caledon and Grabouw at all times, unless responding to a structural fire outside the town within the TWK Boundary.

6.1.4. Render a support service to the other smaller towns backed up by the service in Grabouw and Caledon.

6.2. Provide fire prevention services, *inter alia* plan scrutinising and building inspections.

6.3. Provide fire and life safety education where required.

6.4. Provide firefighting services on municipal property at no charge to the municipality.



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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.

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 in order 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:
 - 1.1.1. 2016/2017 R1 200 000
 - 1.1.2. 2017/2018 R1 750 000
 - 1.1.3. 2018/2019 R2 000 000
- 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 according to the act, within the area of operation.

12. 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

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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.

13. THE PARTIES RIGHT OF ACCESS

The parties shall through their respective Municipal Managers, or representatives, 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.

14. RECORDS AND OTHER DATA

Copies of all records, documents, computer software and data of whatsoever nature prepared by the Municipality or the District as part of this agreement shall be made available on request.

15. TERMINATION OF CONTRACT

In addition to any rights of cancellation which either Party may have at Common Law, this Agreement may be cancelled as follows namely:

(a) By either Party ("the innocent Party") in the event of the other Party ("the offending Party") committing a material breach of any of the terms of this Agreement and failing to remedy such breach within a period of 10 (ten) days after receipt of written notice given by the innocent Party to the offending Party drawing attention to the breach and demanding that it be remedied;

(b) By either Party if the one Party ("the offending Party") is at any time placed in liquidation, whether provisional or final, or if it compromises with its creditors, or if it has had any judgement given against it and such judgement is final or becomes final and is not satisfied within 21 (twenty-one) days;

Termination of this Agreement for whatsoever reason shall not affect the rights of either Party's outstanding debts and/or obligations in terms of the Agreement. Each Party acknowledges and agrees with the other that the undertakings given in relation to Confidential Information and Intellectual Property Rights shall survive the termination of this Agreement.

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



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Bredasdorp
7280
REPUBLIC OR SOUTH AFRICA

MUNICIPALITY:

REPUBLIC OF SOUTH AFRICA

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 –

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 in regard to –

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 aforesaid 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 mediators from which one mediator shall be selected by agreement between the parties. Should the parties fail to reach agreement on the choice of the mediator within 5 (five) working days from the day on which it has become apparent that the matter cannot be settled through negotiation, any of the parties may request the Institute for Mediation and Arbitration of South Africa to appoint a mediator.

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- 17.1.2 The mediator shall in his sole discretion determine the form of representations to be made, provided that in making this determination, the mediator shall consult the disputing parties and may be guided by their common reasonable desire on the form in which the said representations are to be made. All representations by the parties shall be made without prejudice.
- 17.1.3 The mediator shall within a period of 10 (ten) working days after receipt of the representations of the parties endeavour to facilitate an agreement between them or determine a procedure or framework within which they can negotiate to resolve the dispute or difference. All representations by the parties shall be made without prejudice.
- 17.1.4 Any such negotiated agreement shall be in writing, signed by both parties and be binding on the parties. Failing agreement between the parties the dispute shall be resolved by the submission thereof to arbitration.
- 17.1.5 The parties agree to contribute equally to the cost of the mediator and each party shall bear any other costs separately regardless of the outcome of the mediation.

17.2 ARBITRATION

- 17.2.1 The arbitration proceedings shall be held at the Municipal Head Offices, alternatively a convenient location as agreed to by the parties.
- 17.2.2 The only persons present at the arbitration shall be the legal representatives and a maximum of two other representatives of each of the parties to the dispute. This clause relates only to the limitation in respect of the representation of the parties during arbitration and in no way shall be interpreted to limit any of the parties' to call witnesses and present evidence substantiating its case to the arbitrator.
- 17.2.3 The proceedings shall be in terms of the Arbitration Act, Act 42 of 1965 (as amended) subject to the provisions of clause 48.5.
- 17.2.4 The arbitrator shall be, an independent person agreed to by the parties. Should the parties fail to agree on a mutually acceptable arbitrator, within 5 (five) working days after having submitted the matter to arbitration, an arbitrator shall be appointed at the request of any party by the Chairman of the Cape Bar.
- 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



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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 20 TH DAY OF June 2019.

1.  OVERBERG
MUNICIPALITY

DISTRICT

2. 

DATED AT CAEDON THIS 21 TH DAY OF JUNE 2019. 

1.  (CACT #4411)
MUNICIPALITY

2.



**ADEMNUM TOT MOU VAN BRANDWEER EN REDDING DIENSLEWERINGSOOREENKOMS MET
OVERBERG DISTRIKSMUNISIPALITEIT.**

Dat die volgende sin :

1.1.4 2020 en daarna, vplx gemeet van 1 Julie tot 1 Julie.

1.1.4 2020 forward, cplx measured from 1 July to 1 July.

Bygevoeg word as 'n Adendum tot die dokument



.....
**MNR. J. VILJOEN
BESTUURDER
OMGEWINGS BESTUUR EN RAMPBESTUUR.**



.....
**MNR. J. BARNARD
ADJ. DIREKTEUR GEMEENSKAPLIKE DIENSTE**



.....
**MNR. D. LOUW
WAARNEMENDE
MUNISIPALE BESTUURDER**



MUNISIPALITEIT THEEWATERSKLOOF MUNICIPALITY

[29 MAART / MARCH 2017]

RAADSVERGADERING /
COUNCIL MEETING

NOTULE / MINUTES

29 MAART / MARCH 2017

ITEM OPSKRIF/ITEM HEADING

C40/2017 DIRECTORATE TECHNICAL SERVICES : FIRE AND RESCUE SERVICE DELIVERY AGREEMENT WITH OVERBERG DISTRICT MUNICIPALITY

R40/2017 DIREKTORAAT TEGNIESE DIENSTE: BRANDWEER EN REDDING DIENSLEWERINGSOOREENKOMS MET OVERBERG DISTRIKSMUNISIPALITEIT

[English version of the report is the original / Engelse weergawe van die verslag is die oorspronklike]

LAER NOMMER/FILE NUMBER

17/3/B

PURPOSE / AIM OF REPORT

The purpose of the report is to present to Council the agreement between Overberg District Municipality and Theewaterskloof Municipality to render a Fire and Rescue Service within the demarcation of Theewaterskloof Municipality and that Council take note of the legislative requirements in terms of the fire and rescue services and that the service currently rendered by ODM in terms of this agreement does not comply to the legislative requirements.

DOEL VAN VERSLAG

Die doel van die verslag is om die ooreenkoms tussen Overberg Distrikmunisipaliteit en Theewaterskloof Munisipaliteit om 'n brandweer-en-reddingsdiens in die regegebied van die Theewaterskloof Munisipaliteit te lewer, aan die Raad voor te lê, om dat die Raad kennis neem van die wetgewende vereistes vir brandweer-en-reddingsdienste en dat die diens wat tans ingesvolgê hierdie ooreenkoms deur ODM gelewer word, nie aan die wetgewende vereistes voldoen nie.

BACKGROUND

The rendering of Fire Services is regulated in terms of the Western Cape Government (Department of Local Government) in section 34 (1) of the Structures Act.

Firefighting services are rendered to Theewaterskloof in terms of Section 34 (1) (l) by the Overberg District Municipality.

Theewaterskloof Municipality never had its own Fire Rescue Services and concluded a service agreement with Overberg District Municipality to render the services of Fire and Rescue to Theewaterskloof Municipality.

According to the Local Government Structures Act 117 of 1998 each Municipality must render the service of a fire and rescue service if they can't because of capacity restrains then they must go into an agreement with a capable body that can, in this it would then be the Overberg District Municipality.

The funding of the Overberg District Municipality Fire and Rescue is currently falling short to render a shift worker service so Fire brigade staff can be on duty 24 hours. This contract agreement will take up the short fall in funding to render a more comprehensive Fire and rescue service.

TOWNS

The Towns that are at present serviced by ODM Fire and Rescue are Grabouw, Caledon, and Villiersdorp.

Botriver, Greyton and Riviersonderend has a reservist system and Tesselaarsdal has no station or system at all and is serviced from Caledon.

By agreeing and implementing the ODM Fire and Rescue contract the shortfall of the personal on the reservist and areas without fire stations will be attended to.

This year budget amount of R1 200 000.00 will be spend on Grabouw to appoint more personal, the reason is that Grabouw has the largest informal community and are at present the first in need of extra personal to render a 24 hour shift.

AGTERGROND

Die lewering van brandweerdienste word ingevolge artikel 84(1) van die Wet op Municipale Strukture deur die Wee-Kaapse Regering (Departement van Plaaslike Regering) geregleer.

Brandbestrydingsdienste word ingevolge artikel 84(1)(i) deur die Overberg Distrikmunisipaliteit aan Theewaterskloof gelewer.

Theewaterskloof Munisipaliteit het nog nooit sy eie brandweer-en-reddingsdiens gehad nie en het 'n diensooreenkoms met Overberg Distrikmunisipaliteit aangegaan om die dienste van brandweer en redding aan Theewaterskloof Munisipaliteit te lewer.

Kragtens die Wet op Plaaslike Regering: Municipale Strukture, Wet 117 van 1996, moet elke munisipaliteit 'n brandweer-en-reddingsdiens lewer en, indien hulle as gevolg van beperkte kapasiteit dit nie kan doen nie, moet hulle 'n ooreenkoms aangaan met 'n geskikte liggaam wat dit wel kan lewer, en in hierdie geval is dit die Overberg Distrikmunisipaliteit.

Die fondse van die Overberg Distrikmunisipaliteit Brandweer en Redding is tans onvoldoende om 'n skofwerkdienst te lewer waar brandweerpersoneel 24 uur aan diens kan wees. Hierdie kontrakoreenkoms sal die tekort in fondse dek ten einde 'n onvoldoende brandweer-en-reddingsdiens te verseker.

DORPE

Die dorpe wat tans deur ODM Brandweer en Redding bedien word, is Grabouw, Caledon en Villiersdorp.

Botriver, Greyton en Riviersonderend het 'n reservistestelsel, en Tesselaarsdal het geen stasie of stasies nie en word vanaf Caledon bedien.

Met die ooreenkoms en implementering van die ODM Brandweer en Redding-kontrak sal die tekort aan reservistepersoneel en gebode sonder brandweerstasies aandag geniet.

Hierdie jaar se begroting van R1 200 000.00 sal bestee word aan Grabouw om meer personeel aan te stel, aangesien Grabouw die grootste informele gemeenskap het en tans die grootste behoefte aan ekstra personeel vir 'n 24-uur skof ondervind.

DISCUSSION

Herein the Act that stipulates the services agreement between Overberg District Municipality and Theewaterskloof Municipality.

LOCAL GOVERNMENT: MUNICIPAL STRUCTURES ACT, 1998 (ACT 117 OF 1998)

DRAFT ADJUSTMENT OF CERTAIN FUNCTIONS AND POWERS TO BE PERFORMED BY DISTRICT MUNICIPALITIES IN TERMS OF SECTION 85 OF THE LOCAL GOVERNMENT: MUNICIPAL STRUCTURES ACT, 1998 (ACT 117 OF 1998)

The Provincial Minister for Local Government in the Province of Western Cape has, in terms of, and after compliance with section 85(9), read with section 85(8), of the Local Government: Municipal Structures Act, 1998 (Act 117 of 1998) re-adjusted the functions and powers pertaining to firefighting services (section 84(1)(j)) that were allocated to the municipalities referred in the Schedule to this notice as is set out therein.

Schedule

1. Overberg District Municipality

Municipality	Particulars of establishment notice	Amendments
		PN 878/2000 PG 5843 Dated 4 December 2000.
Overberg District Municipality	PN 492/2000 PG 5591 Dated 22 September 2000	PN 459/2002 PG 5869 Dated 18 December 2002. PN 187/2003 PG 6021 Dated 28 May 2003.

With effect from 1 July 2003 the Overberg District Municipality has the functions and powers pertaining to firefighting services referred to in section 84(1)(j) of the Structures Act for the following local municipalities:

Municipality	Particulars of establishment notice	Amendments
		PN 878/2000 PG 5843 Dated 4 December 2000.
Theewaterskloof Local Municipality	PN 493/2000 PG 5591 Dated 22 September 2000	PN 480/2002 PG 5869 Dated 18 December 2002. PN 188/2003 PG 6021 Dated 28 May 2003.

Whereas the function of structural firefighting is assigned to Theewaterskloof Municipality in accordance with the Local Government – Municipal Structures Act 117 of 1998 and due to the lack of expertise at the TWK jurisdiction it is proposed that the intergovernmental relation between District and Local Government be utilised in the form of an agreement to provide firefighting services with TWK.

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 Theewaterskloof jurisdictional area as a whole.

Further the duties that the ODM fire and rescue department will render to Theewaterskloof Municipality is spelled out as follows:

1. DUTIES OF THE DISTRICT

1.1. 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 and the Act

1.1.1. Provide a 24 hour shift system in Grabouw by 1 January 2017

1.1.2. Provide a 24 hour shift system in Caledon by 1 January 2018

1.1.3. Ensure a dedicated structural response presence in Caledon and Grabouw at all times, unless responding to a structural fire outside the town within the TWK Boundary.

1.1.4. Render a support service to the other smaller towns backed up by the service in Grabouw and Caledon.

1.2. Provide fire prevention services, Inter alia plan scrutinizing and building inspections.

1.3. Provide fire and life safety education where required.

1.4. Provide firefighting services on municipal property at no charge to the municipality.

OPERATIONAL COST AND CAPITAL COST TO RUN A COMPLETE FIRE SERVICE FOR TWK

The operational cost of a full Fire Brigade for Theewaterskloof Municipality will cost approximately R11 000 000.00, for Caledon, Villiersdorp and Grabouw including the three volunteer stations of Botriver, Greyton and Riviersonderend.

Capital cost will be approximately R7 500 000.00 for minimum of five vehicles with absolutely the minimum specs available.

These figures calculate then to R 18 500 000.00 per annum to operate a full fire service.

REACTION TIME

The reaction time from the stations as funds is budgeted for and will be dramatically decreased from half an hour to immediate response. (The reason is that all the stations at present run on an eight (8) hour shift.

After the day shift all the stations close, if a call comes in afterhours all personal must first be picked up and taken to the station and only then they can react on the call. (This reaction time can sometimes be half an hour).

The money budgeted for will allow ODM Fire Department to appoint more personal per station, and Grabouw to reduce the reaction time to a 24 hour shift to immediately.

COSTING EXPLANATION AT PRESENT

The R1 200 000.00 as budgeted for 2017 will provide Grabouw with 4 extra personnel to run the 24 hour shift service. These funds will only allow Grabouw to expand at present (2017) as the budget is yearly increased other stations (towns) personnel will be adhered to, until such a stage where all stations are being capable to run a 24hour service.

The R 1 200 000.00 is initially to appoint 4 personnel at Grabouw. The following year of 2018 an amount of R 1 750 000.00 is budgeted for and this amount will be utilized to firstly pay the salaries of the initial 4 personnel of Grabouw and the difference of R 550 000.00 will be used to employ two more personnel at Caledon, the following year of 2019 the amount of R 2 000 000.00 will be used on salaries for personnel of year 2017 (4 personnel Grabouw) 2018 (2 personnel Caledon) and 2019 two new personnel.

Beyond 2019 the Theewaterskloof Municipality need to budget again, as and when new personnel is needed.

Overberg District Municipality are also budgeting for personnel to add to our total to foresee in the 24 hour shift programme.

Costing explanation divided between 2017; 2018 & 2019

Town	Budget amount	Year	Initial personnel appointed	Total
Grabouw	1 200 000.00	2017	4	4
Caledon	1 750 000.00	2018	2	6
Villiersdorp	2 000 000.00	2019	2	8

Attachments

- A. Draft service level agreement ODM and TWK for rendering of fire services
- B. Rendering of services to TWK as per SANS code 10090 of 2003 Community protection against fire
- C. Provincial Gazette Extraordinary Adjustment of certain functions and powers to be performed by District Municipalities in terms of section 85 of the local Government: Municipal Structures Act, 1998(Act 117 of 1998)

BESPREKING

Hiermee die Wet wat die diensooreenkoms tussen Overberg Distriksmunisipaliteit en Theewaterskloof Munisipaliteit bepaal:

WET OP PLAASLIKE REGERING: MUNISIPALE STRUKTURE, 1998 (WET 117 VAN 1998)

KONSEPWYSIGING VAN SEKERE FUNKSIES EN BEVOEGDHEDE WAT DEUR DISTRIKSMUNISIPALITEITE UITGEVOER MOET WORD INGEVOLGE ARTIKEL 85 VAN DIE WET OP PLAASLIKE REGERING: MUNISIPALE STRUKTURE, 1998 (WET 117 VAN 1998)

Die Provinsiale Minister vir Plaaslike regering in die provinsie van die Wes-Kaap het kragtens en ter nakoming van artikel 85(9), saamgelees met artikel 85(6) van die Wet op Plaaslike Regering: Munisipale Strukture, 1998 (Wet 117 van 1998) wysigings aangebring aan die funksies en bevoegdhede met betrekking tot brandbestrydingsdienste (artikel 84(1)(j)) wat toegewys is aan die munisipaliteite, soos uiteengesit in die bylae tot hierdie kennisgewing.

Bylae

1. Overberg Distrikmunisipaliteit

Munisipaliteit	Besonderhede van instellingskennisgewing	Wysigings
Overberg Distrikmunisipaliteit	Kennisgewing 492/2000 PK 5591 gedateer 22 September 2000	Kennisgewing 678/2000 PK 5643 gedateer 4 Desember 2000.
		Kennisgewing 459/2002 PK 5969 gedateer 19 Desember 2002.
		Kennisgewing 187/2003 PK 6021 gedateer 28 Mei 2003.

Met ingang van 1 Julie 2005 beskik die Overberg Distrikmunisipaliteit oor die funksies en bevoegdhede ten opsigte van brandbestrydingsdienste soos genoem in artikel 84(1)(j) van die Wet op Strukture vir die volgende plaaslike munisipaliteite:

Munisipaliteit	Besonderhede van instellingskennisgewing	Wysigings
Theewaterskloof Plaaslike Munisipaliteit	Kennisgewing 493/2000 PK 5591 gedateer 22 September 2000	Kennisgewing 679/2000 PK 5643 gedateer 4 Desember 2000.
		Kennisgewing 460/2002 PK 5969 gedateer 19 Desember 2002.
		Kennisgewing 188/2003 PK 6021 gedateer 28 Mei 2003.

Nademaal die funksie van strukturele brandbestryding ingevolge die Wet op Plaaslike Regering: Munisipale Strukture, 1998 (Wet 117 van 1998) aan Theewaterskloof Munisipaliteit toegewys is en as gevolg van die gebrek aan kundigheid in die TWK-reegebied, word daar voorgestel dat die interregeringsverhouding tussen die distrik en plaaslike regering aangewend word in die vorm van 'n ooreenkoms om brandbestrydingsdienste aan TWK te lower. Die Overberg Distrikmunisipaliteit en Theewaterskloof Munisipaliteit wil 'n diensviakooreenkoms aangaan vir die lowering van strukturele brandweerdienste in die Theewaterskloof-reegebied in die geheel.

Die pligte wat deur die ODM Brandweer en Redding aan Theewaterskloof Munisipaliteit voortalen sal word, word soos volg uiteengesit:

1. PLIGTE VAN DIE DISTRIK

1.1. Uitoeffening van alle redelike vaardigheid, sorg en ywer wat verwag word van 'n plaaslike owerheid in die lewering van 'n Brandweer-en-Reddingsdiens Ingevolge die ooreenkoms en die Wet.

1.1.1. Voorsien teen 1 Januarie 2017 'n 24-uur skofstelsel in Grabouw.

1.1.2. Voorsien teen 1 Januarie 2018 'n 24-uur skofstelsel in Caledon.

1.1.3. Verseker te alle tye 'n toegewyde, strukturele reaksieaanwoordelighede in Caledon en Grabouw, tensy daar op 'n strukturele brand buite die dorp binne die TWK-grense gesegeer word.

1.1.4. Lewer 'n ondersteuningsdiens aan die ander, kleiner dorpe, gerugsteun deur die diens in Grabouw en Caledon.

1.2. Voorsien brandvoorkomingsdienste, onder meer die nagaan van planne en bou-inspeksies.

1.3. Voorsien opvoeding oor brand- en lewensveiligheid, waar nodig.

1.4. Voorsien brandbestrydingsdienste op munisipale eiendom teen geen koste aan die munisipaliteit nie.

OPERASIONELE KOSTE EN KAPITAALKOSTE OM 'N VOLLEDIGE BRANDWEERDIENS VIR TWK TE BEDRYF

Die operasionele koste van 'n volledige Brandweardiens vir Theewaterskloof Munisipaliteit sal ongeveer R11 000 000.00 vir Caledon, Villiersdorp en Grabouw beloop, insluitend die drie vrywilligerstasies in Botrivier, Grayton en Riversonderend.

Kapitaalkoste sal ongeveer R7 500 000.00 beloop vir 'n minimum van vyf voertuie met absoluut die minimum spesifikasies beskikbaar.

Die som van hierdie syfers is dus R18 500 000.00 per jaar om 'n volledige brandweardiens te bedryf.

REAKSIETYD

Die stasies se reaksietyd sal, soos fondse begroot word, dramaties afneem van 'n halfuur na onmiddellike reaksie. (Die rede hiervoor is omdat al die stasies tans agtuur skofte werk. Alle stasies sluit nedat die dagkoffie klaar is en as 'n oproep na-ure ontvang word, moet alle personeel eers opgeleat en na die stasie toe geseem word. Eers dan kan daar op die oproep gereageer word. Hierdie reaksietyd kan soms tot 'n halfuur neem.)

Die fondse wat begroot word sal ODM Brandweardiens in staat stel om meer personeel per stasie aan te stel, en Grabouw om onmiddellik te reageer as 'n 24-uur skof gewerk word.

UITEENSETTING VAN HUIDIGE KOSTE

Die R1 200 000.00 wat vir 2017 begroot is, sal Grabouw van vier ekstra personeel-lede voorsien om die 24-uur skofdiens te lewer. Hierdie fondse sal tans voldoende wees om siegs Grabouw uit te brel (2017).

Soos die begroting jaarliks styg, sal aandag aan personeel by ander stasies (dorpe) geskenk word, totdat alle stasies in staat is om 'n 24-uur diens te lewer.

Die R1 200 000.00 sal aanvanklik aangewend word om vier personeellede in Grabouw aan te stel. In 2018 sal 'n bedrag van R1 750 000.00 begroot word en sal aangewend word om eerstens die salarisse van die aanvanklike vier personeellede in Grabouw te betaal, en die verskil van R550 000.00 sal aangewend word om twee bykomende personeellede in Caledon aan te stel. In 2019 sal 'n bedrag van R2 000 000.00 aangewend word om 2017 se vier nuwe personeellede in Grabouw, 2018 se twee nuwe personeellede in Caledon en twee nuwe personeellede vir 2019 te betaal.

Thesewaterskloof Munisipaliteit sal na 2019 weer moet begroot, soos en wanneer nuwe personeel benodig word.

Overberg Distriksmunisipaliteit begroot ook vir personeel met die doel om vir die 24-uur skofprogram by ons getalle te voeg.

Uitteenstelling van koste vir 2017, 2018 en 2019

Dorp	Begrote bedrag	Jaar	Personeel aanvanklik aangestel	Totaal
Grabouw	1 200 000.00	2017	4	4
Caledon	1 750 000.00	2018	2	6
Villiersdorp	2 000 000.00	2019	2	8

Aanhangsels

- A. Konsep diensooreenkomste tussen ODM en TWK vir die lewering van brandweerdienste
- B. Lewering van dienste aan TWK volgens SANS-kode 10020 van 2003 rakende beskerming van die gemeenskap teen brande
- C. Buitengewone Provinsiale Koerant: Wysiging van eekere funksies en bevoeghede wat deur distriksmunisipaliteite uitgevoer moet word ingevolge artikel 86 van die Wet op Plaaslike Regering: Munisipale Strukture, 1998 (Wet 117 van 1998)

COMMENTS: DIRECTORATE TECHNICAL SERVICES

The recommendation is supported. This service is of the utmost importance to deliver a sustainable service in the communities when a structural fire does occur. This agreement will enable the fire service to be more responsive and turnaround time to the scene will be less.

Council must take cognizance that this agreement has a three year budgetary obligation and we have provided such an amount of year 1 on the current 16/17 financial year budget with year 2 to be incorporated in the 17/18 budget year.

COMMENTS: TOWN MANAGER: GRABOUW

The recommendations are supported.

KOMMENTAAR : DORPSBESTUURDER: GRABOUW

Die aanbevelings word ondersteun.

COMMENTS: TOWN MANAGER: VILLIERSDORP

As it is a legal obligation that the municipality must render fire brigade services, I support the recommendation.

KOMMENTAAR : DORPSBESTUURDER : VILLIERSDORP

Aangesien dit 'n wetlike verpligting is dat die Munisipaliteit brandweerdienste moet voorsien, ondersteun ek die aanbeveling.

COMMENTS FROM DIRECTORATE

There is sufficient budget been made on the 2016/2017 financial year to the value of R1.2 mill. A support service will be earmarked for the towns of Bothiver, Riviersonderend and Grayton/Genadendal. This will enable the reservist on the town to try to contain a fire until such a time the full blown unit arrives on the scene from either Grabouw or Caledon.

Thus Technical services supports the recommendation, since this agreement will enable the fire and rescue units in the towns of Caledon and Grabouw to react quicker to an emergency situation.

LEGAL RESPONSIBILITIES

PERIOD OF AGREEMENT

1. This agreement shall commence on 1 July 2016 and shall continue until terminated in terms of clause 2.
2. The parties hereto agree that they shall give three (3) months written notification of their desire to change or terminate this Agreement.

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.

WETLIKE VERANTWOORDELIKHEDE

TYDPERK VAN OOREENKOMS

1. Hierdie ooreenkoms sal op 1 Julie 2016 in werking tree en sal voortduur totdat dit ingevolge klousule 2 beëindig word.
2. Die partye tot hierdie ooreenkoms stem ooreen dat hulle drie (3) maande skriftelike kennisgewing sal gee van hul voorneme om hierdie ooreenkoms te verander of beëindig.

DIE PARTYE SE NAKOMING VAN TOEPASLIKE WETGEWING

Die partye sal vir die volle duur van hierdie ooreenkoms verseker dat hulle voldoen aan alle bepalings van die Wet, alle regulasies opgestel kragtens die Wet, asook al die bepalings van enige ander Wet wat op hierdie ooreenkoms van toepassing mag wees.

FINANCIAL RESPONSIBILITIES

REMUNERATION and FEES

- 1.1. The municipality will pay the District Municipality the following annual fee for the rendering of the service:
 - 1.1.1. 2016/2017 R1 200 000
 - 1.1.2. 2017/2018 R1 750 000
 - 1.1.3. 2018/2019 R2 000 000
 - 1.1.4. 2020 forward , CPIX measured from 1 July to 1 July.
- 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. These fees as discussed in 1.1 are subsidised by Theewaterskloof Municipality towards rendering the Fire service from Overberg District Municipality, if these prescribed fees as mentioned are not paid over to ODM.
- 1.4. And ODM withdraw from rendering the service.
- 1.5. Theewaterskloof Municipality will have to budget excessively more than the prescribed amounts mentioned

FINANSIËLE VERANTWOORDELIKHEDE

VERGOEDING EN FOOIE

- 1.1. Die munisipaliteit sal die volgende jaarlike fooi aan die Distriksmunisipaliteit betaal vir die lewering van die diens:
 - 1.1.1. 2016/2017 R1 200 000
 - 1.1.2. 2017/2018 R1 750 000
 - 1.1.3. 2018/2019 R2 000 000
 - 1.1.4. 2020 en daarna, VPIX gemeet van 1 Julie tot 1 Julie.
- 1.2. Hierdie fooi sal in twee dele betaalbaar wees; 50% op 31 Desember en die res op 30 Junie van die finansiële jaar.
- 1.3. Die fooie soos bespreek in 1.1 word deur Theewaterskloof Munisipaliteit gesubsidieer vir die lewering van die brandweerdienst deur Overberg Distriksmunisipaliteit. Indien hierdie voorgeskrewe fooie nie aan ODM oorbetaal word nie
- 1.4. en ODM onttrek van die dienslewering,
- 1.5. sal Theewaterskloof Munisipaliteit aansienlik baie meer moet begroot as die voorgeskrewe bedrae wat genoem is.

CLIENT CARE IMPLICATION

Services will be rendered faster , presently all station operate on an 8 hour shift and when an emergency call comes in afterhours a personnel reaction time before leaving the station is half an hour. When the new extra personnel shift worker system is employed the reaction time after hours will almost be immediately because of shift working personnel that is on duty at the different stations. As explained will the budget firstly be used for Grabouw and thereafter extrapolate to the other towns.

KLIËNTESORG IMPLIKASIE

Dienste sal gouer gelewer word; alle stasies werk tans op 'n 8-uur skof en wanneer 'n noodoproep na-ure ontvang word, neem dit 'n halfuur om personeel bymekaar te kry voordat daar van die stasie vertrek word. Wanneer die nuwe skofwerkerstelsel met addisionale personeel toegesop word, sal die reaksietyd na-ure basies onmiddellik kan wees, gegewe die skofwerkers wat by die verskillende stasies aan diens is.

Soos genoem sal die begroting eersstens vir Grabouw aangewend word en daarna na die ander dorpe uitgebrei word.

RECOMMENDATION BY ITEM AUTHOR :

It is recommended :

1. That Council take note of the responsibility assigned to the Municipality with regard to firefighting services as per the structures act.
2. That Council accept the agreement between ODM and TWK for rendering of fire services.
3. That the Municipal Manager are authorised to sign this and further agreements.

AANBEVELING VAN ITEM OUTEUR:

Daar word aanbeveel:

1. Dat die Raad kennis neem van die verantwoordelijkheid wat kragtens die Strukturewet aan die munisipaliteit toegewys is met betrekking tot brandbestrydingsdienste.
2. Dat die Raad die ooreenkoms vir die lewering van brandweerdienste tussen ODM en TWK aanvaar.
3. Dat die Munisipale Bestuurder gemagtig word om hierdie en ander ooreenkomste te onderteken.

RESOLVED BY MANAGEMENT : 17 FEBRUARY 2017

It is resolved :

1. That the Agenda-item be referred back.
2. That the comments of the various directorates be obtained.

1. *Agenda-item be referred back.*
2. *For finalization by the Acting Director : Technical Services, Mr D Damons.*

BESLUIT VAN BESTUUR : 17 FEBRUARIE 2017

Daar word besluit :

1. Dat die Agenda-Item terugverwys word.
2. Dat die kommentaar van die onderskeie Direkorate verkry word.
 1. *Agenda-Item terugverwys.*
 2. *Vir afnadelling deur die Wnde Direkteur : Tegnieke Dienste, Mnr D Damons.*

RECOMMENDATION BY ITEM AUTHOR :

It is recommended :

1. That Council take note of the responsibility assigned to the Municipality with regard to firefighting services as per the structures act.
2. That Council accept the agreement between ODM and TWK for rendering of fire services.
3. That the Municipal Manager are authorised to sign this and further agreements.

AANBEVELING VAN ITEM OUTEUR:

Daar word aanbeveel:

1. Dat die Raad kennis neem van die verantwoordelijkheid wat kragtens die Strukturewet aan die munisipaliteit toegewys is met betrekking tot brandbestrydingsdienste.
2. Dat die Raad die ooreenkoms vir die lewering van brandweardienste tussen ODM en TWK aanvaar.
3. Dat die Munisipale Bestuurder gemagtig word om hierdie en ander ooreenkomste te onderteken.

RECOMMENDATION BY MANAGEMENT TO THE TECHNICAL SERVICES COMMITTEE : 03 MARCH 2017

It is recommended :

1. That Council take note of the responsibility assigned to the Municipality with regard to firefighting services as per the structures act.
2. That Council accept the agreement between ODM and TWK for rendering of fire services.
3. That the Municipal Manager are authorised to sign this and further agreements.

**AANBEVELING VAN BESTUUR AAN DIE TEGNIESE DIENSTE KOMITEE : 02
MAART 2017**

Daar word aanbeveel:

1. Dat die Raad kennis neem van die verantwoordelijkheid wat kragtens die Strukturewet aan die munisipaliteit toegewys is met betrekking tot brandbestrydingsdienste.
2. Dat die Raad die ooreenkoms vir die lewering van brandweerdienste tussen ODM en TWK aanvaar.
3. Dat die Munisipale Bestuurder gemagtig word om hierdie en ander ooreenkomste te onderteken.

**RECOMMENDATION BY THE TECHNICAL SERVICES COMMITTEE TO THE
EMC : 07 MARCH 2017**

After the Chairperson had given the Councillors an opportunity, and the Item had been thoroughly discussed, on a proposal by Councillor CM Lamprecht, and seconded by Councillor DA Appel, it was recommended as follows:

1. That Council take note of the responsibility assigned to the Municipality with regard to firefighting services as per the structures act.
2. That Council accept the agreement between ODM and TWK for rendering of fire services.
3. That the Municipal Manager are authorised to sign this and further agreements.
4. That the status regarding the sale of the land/buildings in Caledon and Grabouw to ODM for the purposes of fire stations be followed up with the Manager: Property Management.

**AANBEVELING VAN DIE TEGNIESE DIENSTE KOMITEE AAN DIE UBK : 07
MAART 2017**

Nadat die Voorzitter geleentheid aan die Raadslede gegee het, en die Item behoorlik bespreek is, word op aanbeveling van Raadslid CM Lamprecht, gesekondeer deur Raadslid DA Appel, as volg aanbeveel :

1. Dat die Raad kennis neem van die verantwoordelijkheid wat kragtens die Strukturewet aan die munisipaliteit toegewys is met betrekking tot brandbestrydingsdienste.
2. Dat die Raad die ooreenkoms vir die lewering van brandweerdienste tussen ODM en TWK aanvaar.
3. Dat die Munisipale Bestuurder gemagtig word om hierdie en ander ooreenkomste te onderteken.
4. Dat opgevolg word met die Bestuurder : Eiendomsbestuur rakende die status van die verkope van die grond/geboue in Caledon en Grabouw aan ODM vir die doeleindes van brandweerstasies.

RECOMMENDATION BY THE EMC TO COUNCIL : 16 MARCH 2017

After the Chairperson had given the Councillors an opportunity, and the item had been thoroughly discussed, on a proposal by Councillor JI Arendse, and seconded by Councillor M Koegeienberg, it was recommended as follows:

1. That Council take note of the responsibility assigned to the Municipality with regard to firefighting services as per the structures act.
2. That Council accept the agreement between ODM and TWK for rendering of fire services.
3. That the Municipal Manager are authorised to sign this and further agreements.
4. That the status regarding the sale of the land/buildings in Caledon and Grabouw to ODM for the purposes of fire stations be followed up with the Manager: Property Management.

AANBEVELING VAN DIE UBK AAN DIE RAAD : 16 MAART 2017

Nadat die Voorster geleentheid aan die Raadslede gegee het, en die item behoortlik bespreek is, word op aanbeveling van Raadslid JI Arendse, gesekondeer deur Raadslid M Koegeienberg, as volg aanbeveel :

1. Dat die Raad kennis neem van die verantwoordelijkheid wat kragtens die Strukturewet aan die munisipaliteit toegewys is met betrekking tot brandbestrydingsdienste.
2. Dat die Raad die ooreenkoms vir die lewering van brandweerdienste tussen ODM en TWK aanvaar.
3. Dat die Munisipale Bestuurder gemagtig word om hierdie en ander ooreenkomste te onderteken.
4. Dat opgevolg word met die Bestuurder : Eiendomsbestuur rakende die status van die verkope van die grond/geboue in Caledon en Grabouw aan ODM vir die doeleindes van brandweerstasies.

RECOMMENDATION TO COUNCIL :

It is recommended :

1. That Council take note of the responsibility assigned to the Municipality with regard to firefighting services as per the structures act.
2. That Council accept the agreement between ODM and TWK for rendering of fire services.
3. That the Municipal Manager are authorised to sign this and further agreements.
4. That the status regarding the sale of the land/buildings in Caledon and Grabouw to ODM for the purposes of fire stations be followed up with the Manager: Property Management.

AANBEVELING AAN RAAD :

Daar word aanbeveel :

1. Dat die Raad kennis neem van die verantwoordelikheid wat kragtens die Strukturewet aan die munisipaliteit toegewys is met betrekking tot brandbestrydingsdienste.
2. Dat die Raad die ooreenkoms vir die lewering van brandweerdienste tussen ODM en TWK aanvaar.
4. Dat die Munisipale Bestuurder gemagtig word om hierdie en ander ooreenkomste te onderteken.
5. Dat opgevolg word met die Bestuurder : Elendomsbestuur rakende die status van die verkope van die grond/geboue in Caledon en Grabouw aan ODM vir die doeleindes van brandweerstasies.

RESOLVED BY COUNCIL : 29 MARCH 2017

After the Chairperson had given the Councillors an opportunity, and the Item had been thoroughly discussed, on a proposal by Councillor KJ Paplar, and seconded by Councillor DA Appel, it was resolved as follows:

1. Council take note of the responsibility assigned to the Municipality with regard to firefighting services as per the structures act.
2. Council accept the agreement between ODM and TWK for rendering of fire services.
5. Council authorise the Municipal Manager to sign this and further agreements.
6. That the status regarding the sale of the land/buildings in Caledon and Grabouw to ODM for the purposes of fire stations be followed up with the Manager: Property Management.

For finalization by the Acting Director : Technical Services, Mr. D Demons.

BESLUIT VAN DIE RAAD : 29 MAART 2017

Nadat die Voorsitter geleentheid aan die Raadslede gegee het, en die Item behoorlik bespreek is, word op aanbeveling van Raadslid KJ Paplar, gesekondeer deur Raadslid DA Appel, as volg besluit :

1. Die Raad neem kennis van die verantwoordelikheid wat kragtens die Strukturewet aan die munisipaliteit toegewys is met betrekking tot brandbestrydingsdienste.
2. Die Raad aanvaar die ooreenkoms vir die lewering van brandweerdienste tussen ODM en TWK.
5. Die Raad magtig die Munisipale Bestuurder om hierdie en ander ooreenkomste te onderteken.

6. Dat opgevolg word met die Bestuurder : Eiendomsbestuur rakende die status van die verkope van die grond/geboue in Caledon en Grabouw aan ODM vir die doeleindes van brandweerstasies.

Vir afhandeling deur die Wnde Direkteur : Tegniese Dienste, Mnr. D Damons.