



DRAKENSTEIN

MUNISIPALITEIT • MUNICIPALITY • UMASIPALA

Paarl | Wellington | Gouda | Saron | Simondium

MEMORANDUM OF UNDERSTANDING

The parties to this agreement are:

DRAKENSTEIN MUNICIPALITY

Herein represented by **Johan Leibbrandt**
in his capacity as **City Manager**
(hereinafter referred to as "the Municipality")

and

DRAKENSTEIN FARM WATCH FIRE AND RESCUE NPC

Herein represented by **Daan van Leeuwen Boomkamp**
in his capacity as General Commander and Chairperson
(hereinafter referred to as "DFW")

A city of excellence

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1. INTRODUCTION

- 1.1 Drakenstein Municipality has a Fire-Fighting Section, which has declared its mission to serve the community by providing an effective emergency response service.
- 1.2 The Fire-Fighting Section operates 24 hours a day and its responsibilities include not only fire suppression but technical rescues, hazardous material and urban search and rescue response services, operational risk familiarization, and rendering humanitarian services.
- 1.3 In addition, the Fire-Fighting Section is responsible for training, disaster risk management, and safety and support services.
- 1.4 **WHEREAS** the Municipality is obliged in terms of Schedule 4 Part B of the Constitution of the Republic of South Africa, 1996, to render fire-fighting services to the public, which is a professional service.
- 1.5 **WHEREAS** the DFW is a private entity, which can voluntarily offer additional resources in the form of specialised fire-fighting and emergency medical response in urban areas as well as on farms.
- 1.6 The DFW, based in Paarl, holds the same values as the Municipality. The DFW holds its own two separate control-rooms, 24/7 operated including private (repeater) channels and is through signed partnerships radio connected to various security companies, who also have the wish, to assist where possible.
- 1.7 **WHEREAS** the DFW is willing, as part of their community welfare program, to assist the Municipality voluntarily.
- 1.8 **WHEREAS** the Parties have now agreed to the terms and conditions of this Understanding and accordingly wish to record the same as described hereinafter.

2. INTERPRETATION

- 2.1 No relaxation by a party of any of its rights in terms of this understanding at any time shall prejudice or be deemed to be a waiver of its rights unless it is a written waiver, and the waiver shall relate to a specific instance in question and for the purpose given.
- 2.2 The validity, applicability, and interpretation of this Understanding will be governed by the laws of the Republic of South Africa.
- 2.3 Each and every clause and sub-clause in this Understanding shall be severable from the other clauses in this Understanding and in the event of any clause or sub-clause being invalid by any competent court for any reason, same shall not affect the validity of the remaining clauses sub-clauses.

The page contains several handwritten signatures and initials in black ink. There are three distinct signatures on the left and middle, and a series of initials or a stylized signature on the right. A small, illegible mark is visible in the bottom right corner.

2.4 In application hereof, the terms below will have the meanings assigned to them as follows:

2.4.1 "Understanding" means this understanding, together with any annexures (if applicable).

3. DURATION

3.1 This agreement commences upon the date that the last party signs and concludes 24 (twenty-four) months later. This Understanding maybe reviewed and extended should the need arise, prior to its termination, by agreement.

4. RIGHTS AND OBLIGATIONS OF THE MUNICIPALITY

The Municipality acknowledges DFW as an important stakeholder in emergency situations wherein medical, security and emergency situations arise. In this regard, the Municipality undertakes to:

- 4.1 Acknowledge the voluntary contribution of DFW in relation to medical, security and emergency responses within the Drakenstein Municipality jurisdiction as an important stakeholder.
- 4.2 The Chief Fire Officer or via mandate, his representatives in the Municipal radio control room, will inform the DFW of the additional services required via either telephone, radio, or WhatsApp.
- 4.3 At emergency scenes and when first on site, the Municipality shall always oversee the incident.
- 4.4 No remuneration is payable to DFW by the Municipality for the rendering of their voluntary services to the Municipality.
- 4.5 The Municipality's fire services control-room will inform DFW via WhatsApp or telephone, of any structural fire reported by the community.
- 4.6 The Municipality may terminate this agreement at any time with immediate effect.

5. RIGHTS AND OBLIGATIONS OF DFW

DFW undertakes the following:

- 5.1 DFW will only perform functions as conveyed by the Chief Fire Officer or his/her designated official if asked to come and assist on non-DFW member sites and when a clear communication network (radio) communication is in place. If no direct communication is in place and the fire is on a non-DFW client property, the DFW commanders shall act in the best interest of all and hand over command to the Municipal fire commander when / if on site.
- 5.2 DFW will inform the Municipality of all funding initiatives in which the Municipality may be contacted as a reference and should this result in funding being obtained, DFW will inform the Municipality thereof.
- 5.3 Upon arrival of the Chief Fire Officer or his designated appointee(s) at the affected area(s), being specifically non-DFW clients, DFW that it and its members will obey all lawful instructions issued



by the Chief Fire Officer or those officials reporting directly to the Chief Fire Officer. The DFW maintains the right to pull-back at any given time, when budgets are overdrawn or requests for assistance elsewhere are received from contractual clients of the DFW.

- 5.5 DFW further agrees to not work inside structures of non-DFW Clients due to training limitations as per SANS 10090:2018 and NFPA 1500, when the Municipal fire brigade is on site already unless the DFW crew members are in possession of the required certifications and carry the right PPE to do so and/or when the fire brigade is not on the scene and life-threatening situations require direct action.
- 5.6 DFW will inform Drakenstein Municipal fire services of any fire reported by the community to the DFW Fire control-room, per radio on the Drakenstein Municipal VHF frequency.
- 5.7 The DFW may terminate this agreement at any time with immediate effect.

6. DOMICILE

- 6.1 The Parties hereby choose as their domicile citandi et executandi for purposes of this agreement the following address:

DRAKENSTEIN MUNICIPALITY

The City Manager

Paarl Civic Centre

Bergriver Boulevard

Paarl

7646

Western Cape

DFW

Sonstraal Road

1 De Leeuwenhof Estate

7646

Paarl

Western Cape

- 6.2 All notices in terms of this agreement shall be in writing and delivered to the chosen *domicilium citandi et executandi* by hand or by pre-paid registered mail.

7. INDEMNITY AND LIMITATION OF LIABILITY

- 7.1 DFW indemnifies the Municipality against all loss or damage and against any claim of any nature whatsoever arising from any wilful or negligent acts or omission by DFW arising to or incidental to the performance of any obligation or volunteer efforts in pursuance or as contemplated in this understanding.
- 7.2 The Municipality shall not be liable to DFW for any indirect or consequential loss or damage, including without limitation, loss of profit, revenue, anticipated savings, business transactions or goodwill or other contracts whether arising from negligence or breach of contract.

8. DISPUTE RESOLUTION

In the event of a dispute between the Parties, it will be resolved as follows:

- 8.1 The Municipality and DFW will amicably attempt to resolve the dispute. If agreement cannot be reached, the Parties hereby agree that the City Manager be appointed to resolve the dispute.
- 8.2 The City Manager will endeavour to reach a consensus, failing which his decision will be final.

9. NATURE OF RELATIONSHIP

- 9.1 This Agreement does not create an employment relationship, partnership, joint venture, or agency between the Parties, and neither Party shall be liable for the debts of the other Party, howsoever incurred.

10. IMPLEMENTATION AND GOOD FAITH

The parties always undertake to render to each other every possible assistance and to extend to each other the maximum cooperation for purposes of attaining the objectives of this agreement. The parties shall consult with each other in good faith and with the highest degree of integrity.

11. CONFIDENTIALITY

DFW and/or its personnel or partners involved in this contract confirm that it shall not, while contracted in any capacity by the Municipality, or after the termination of such contract with the Municipality, directly or indirectly, use for its own benefit, or the benefit of any other person, and shall keep confidential the confidential business information of the Municipality.

12. JURISDICTION

The Parties hereby consent to the jurisdiction of the Western Cape High Court, Cape Town for all actions or proceedings and/or to settle any dispute which may arise out of or in connection with this Agreement.

13. COSTS


Each Party shall bear its own costs attendant on the negotiation and/or conclusion of this Understanding.


14. SIGNATURE

This agreement is signed by the Parties on the date and at the places recorded herein.

SIGNED AT PAARL ON THIS 12 DAY OF OCTOBER 2023.

AS WITNESSES:

1. 

2. 



DRAKENSTEIN MUNICIPALITY
CITY MANAGER: DR J LEIBBRANDT

SIGNED AT _____ ON THIS _____ DAY OF _____ 2023.

AS WITNESSES:

1. _____
2. _____



DRAKENSTEIN FARM WATCH FIRE AND RESCUE NPC
CHAIRMAN: DAAN VAN LEEUWEN BOOMKAMP