



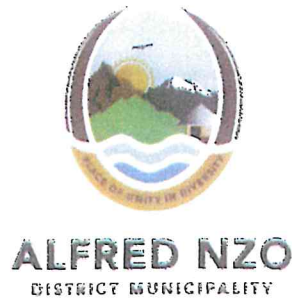
**ALFRED NZO**  
DISTRICT MUNICIPALITY



**MUTUAL ASSISTANCE AGREEMENT FOR DISASTER RISK  
MANAGEMENT BETWEEN –**

**ALFRED NZO DISTRICT MUNICIPALITY  
&  
JOE GQABI DISTRICT MUNICIPALITY**

*[Handwritten signatures]*



## **Mutual Assistance Agreement between Alfred Nzo District Municipality and Joe Gqabi District Municipality**

THIS AGREEMENT is made in terms of section 7(2) (d) of the Disaster Management Act 52 of 2002 and section 1.4.3 A Policy Framework for Disaster Risk Management in South Africa: G N 654 of April 2005, by and between the **Alfred Nzo District Municipality** and the **Joe Gqabi District Municipality**; and pursuant to the existing cross border operations, assistance needs and the importance of cooperation in saving time, money, lives as well as property , as discussed in the Municipal Disaster Management Advisory Forum meetings of the affected District Municipalities and recommendation made that Mutual Assistance Agreements be signed by neighbouring district municipalities.

### **PREAMBLE**

- (a) WHEREAS, each of the parties hereto has an interest in the control of severe weather events, biological hazards, chemical hazards, and
- (b) WHEREAS, each of the parties owns and maintains equipment and retains personnel who are trained to provide various levels of service in the control of severe weather events, biological hazards, chemical hazards.



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- (c) WHEREAS, in the event of a major incidents and disaster, either party may need the assistance of the other party to this Agreement to provide resources to support the affected and
- (d) WHEREAS, each of the parties may have the necessary equipment and personnel available to enable it to provide such support to the other party to this Agreement in the event of major incidents and (or) disasters and
- (e) WHEREAS, the facilities of each party are located in such a manner as to enable each party to render mutual assistance to the other; and
- (f) WHEREAS, each of the parties to this Agreement has determined that it is in the best interests of each party to set forth guidelines for providing mutual assistance to each other in the case of a major incidents and (or) disasters, now therefore,

**IT IS HEREBY AGREED AS FOLLOWS:**

**1. Parties to this Agreement are:**

- 1.1 The **ALFRED NZO DISTRICT MUNICIPALITY**, being a Category C municipality established in terms of Section 12 of the Local Government: Municipal Structures Act, 1998 by way of Provincial Notice No. 80, published in Provincial Gazette Extraordinary No. 654 of 27 September 2000, as amended; and,



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1.2 The **JOE GQABI DISTRICT MUNICIPALITY**, being a Category C municipality established in terms of section 12 of the Local Government: Municipal Structures Act, 1998 by way of Provincial Notice No. 80, published in Provincial Gazette Extraordinary No. 654 of 27 September 2000, as amended.

## 2. Co-operative governance

In entering into this Agreement, the parties agree that they will comply with the principles of co-operative governance and intergovernmental relations, as set out in Chapter 3 section 41 of the Constitution, further ensuring that the spirit and tenor thereof inform their respective obligations.

## 3. Interpretation

In this Agreement, unless the context indicates otherwise:

3.1 The singular shall include the plural and vice versa;

3.2 The headings of this Agreement are used for the sake of convenience only and shall not govern the interpretation hereof;

3.3 Words and phrases defined in any paragraph shall bear the meaning assigned in such paragraph; and,

3.4 The following words shall have the accompanying meanings :

3.4.1 **'Agreement'** means this written agreement, including its schedules and annexures;

3.4.2 **'asset'** means a movable or immovable item with a normal life expectancy





of more than 1 (one) year and that is utilised for the provision of emergency services;

3.4.3 **'Constitution'** means the Constitution of the Republic of South Africa Act of 1996;

3.4.4 **'disaster'** means a natural or human-made event, occurring with or without warning, causing wide-spread human, material, economic or environmental losses and in respect of which neither party has effective control;

3.4.5 **'emergency services'** means the performance of any function or combination of functions by either party singularly or jointly as required in response to a disastrous event which has occurred or is threatening to occur and includes:

(a) fire fighting services;

(b) emergency medical services;

(c) rescue and recovery services;

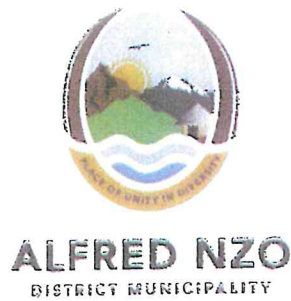
(d) services for the containment of contagious diseases;

(e) services to manage incidents caused by technological and chemical hazards;

(f) relief services to provide assistance or intervention during or immediately after a disaster to meet the life preservation and basic subsistence needs of those people affected;

(g) safety and security services.

3.4.6 **'facility'** means any amenity or physical resources required or utilised by



either party for the provision of emergency services;

3.4.7 **'Municipal Structures Act'** means the Local Government: Municipal Structures Act No. 117 of 1998 and the regulations promulgated in terms thereof, as amended from time to time;

3.4.8 **'Municipal Systems Act'** means the Local Government : Municipal Systems Act No. 32 of 2000 and the regulations promulgated in terms thereof, as amended from time to time;

3.4.9 **'parties'** means the parties to this Agreement, being the **ALFRED NZO DISTRICT MUNICIPALITY** and the **JOE GQABI DISTRICT MUNICIPALITY**, including duly authorised officials of either municipality;

#### 4 Purpose of the agreement

4.1 The stated purpose of the Mutual Assistance Agreement is to provide mutual assistance to the parties for the control of severe weather events, biological hazards, chemical hazards.

4.2 In no way shall this Agreement be construed as a service delivery agreement contemplated in terms of section 76(b) of the Municipal Systems Act.

#### 5. Provision of mutual assistance

5.1 The parties hereby undertake to provide each other whatever assistance may be necessary in respect of support required for the control of severe weather events, biological hazards, chemical hazards provided that:



- 5.1.1 Assistance is available, notwithstanding current duties, and
- 5.1.2 A party shall first attend to whatever, emergency services needs may exist at the time before providing assistance to the other party.
- 5.2 The Head of the Disaster Management Centre of the party (also known as the Requesting Party) within the boundaries of that party's geographical jurisdiction is authorised to request assistance from the other party to this Agreement if confronted with an emergency situation at which the Requesting Party has need for equipment or personnel in excess of that available at the Requesting Party's facilities.
- 5.3 Upon receipt of a request as provided for in this Agreement the Head of the Disaster Management Centre of the party receiving the request (also known as the Responding Party) shall immediately take the following action:
- 5.3.1 Determine if the Responding Party has equipment and personnel available to respond to the request of the Requesting Party and determine the type of the equipment and number of personnel available.
- 5.3.2 Determine what available equipment and what available personnel should be dispatched in accordance with the plans and procedures established by the parties.
- 5.3.3 In the event the requested equipment and/or personnel are available, then the Head of the Disaster Management Centre shall dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.



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5.3.4 In the event the requested equipment and/or personnel are not available, then the Head of the Disaster Management Centre shall immediately advise the Requesting Party of such fact. The unavailability would qualify on the basis that the Responding Party will provide to the Requesting Party such equipment or personnel that he has in his means to provide.

5.3.5 All requests and responses for emergency services as provided for in this agreement shall be made through the Disaster Management Communication Centres of the respective parties.

## **6. The nature of the services**

For the purposes of this Agreement, the parties hereby record their understanding that respective emergency services refer to those contained within the definition accorded thereto.

## **7. Command responsibility at emergency scene**

The Head of the Disaster Management Centre of the Requesting Party at the scene of the emergency, to which the response is made, shall be in command of the operations under which the equipment and personnel sent by the Responding Party shall serve; provided, however, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding equipment and personnel. If the Head of the Disaster Management Centre specifically requests a senior officer of the Responding Party to assume command, then the Incident Commander shall not, by relinquishing command, be relieved of responsibility for the operation





## 8. Liability

Each party to this Agreement shall assume the risk of any liability arising from its own actions or omissions or the actions or omissions of its employees and agents at all times. Neither party agrees to insure, defend, or indemnify the other party.

## 9. Post response responsibility

9.1 Upon completion of the rendering of assistance, such assistance and help as is necessary will be given by the parties to locate and return any items of equipment to the relevant department owning said equipment. All equipment and personnel used under the terms of this Agreement shall be returned to the Responding Party upon being released by the Requesting Party, or upon demand being made by the Responding Party for return of said equipment and personnel.

9.2 Within 5 (five) working days of termination of the incident in respect of which the assisting party provides support to the officer in charge of the responding party shall:

9.2.1 furnish a complete report on its activities to the Portfolio Head of the requesting party; and,

9.2.2 Submit a copy of such report to his or her own Portfolio Head, together with any other information required in terms of the assisting party's internal policies and procedures in this regard, subject to whatever other time limits may exist in terms thereof.



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#### **10. Compensation**

Each party agrees that it will not seek from the other party compensation for support rendered under this Agreement. Each party hereto shall all times be responsible to its own employees for the payment of wages and other compensation and for carrying workmen's compensation upon said employees; and each party shall be responsible for its own equipment and shall bear the risk of loss and damage therefore, irrespective of whether or not said personnel and equipment are being used within the area of primary responsibility of that party.

#### **11. Insurance**

Each party agrees to maintain adequate levels of liability and other insurance coverage pursuant to the terms of this Agreement.

#### **12. Pre-incident planning**

The Head of the Disaster Management Centres of the parties may, from time to time, mutually establish pre-incident plans which shall indicate the types of and locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under such circumstances, the number of personnel that should be dispatched under such circumstances and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responding Party of its own geographical jurisdiction. The parties hereto agree to take such steps as are feasible to standardise equipment, so that said equipment can be fully utilised by either of the parties hereto.



### 13. Administration and finance

There is not hereby created any separate or legal administrative entity as might be provided by existing legislation and municipal resolutions. There shall be no joint or cooperative acquiring, holding and disposing of real property and each party hereto shall be responsible for and financing their separate obligations hereunder, including, if applicable, establishing and/or maintaining budgets therefore. Further, the administration of this Agreement shall be performed by each entity separately through their Head of the Disaster Management Centre.

### 14. Document control

A duplicate original of the Agreement shall be filed at the administrative offices of each party. Copies of the Agreement shall be filed with the **ALFRED NZO DISTRICT MUNICIPAL DISASTER MANAGEMENT CENTRE** and **JOE GQABI DISTRICT MUNICIPAL DISASTER MANAGEMENT CENTRE** prior to its entry into force. Upon such filing requirements being accomplished, and upon such approval by the respective municipal managers, this Agreement shall be effective upon execution by the parties.

### 15. Duration and Reviewal

15.1 This agreement shall be effective for the duration of 05 (five) years.

15.2 This agreement shall take force and effect from the effective date and notwithstanding any other provisions in this agreement, shall be reviewable after the third year from the date of commencement of this agreement at the request of the parties. Such reviewal must be done in writing and consented to by both





parties. In the absence of a signed reviewal, the last signed agreement becomes binding.

## 16. Breach

- 16.1 Should any party commit any form of breach on any terms of this agreement, they shall give written notice of the said breach and shall give the party which has committed breach in ten (10) working days to either rectify the breach or respond to the wronged party.
- 16.2 If the dispute has not been resolved between the parties within 30 days then the issue must be referred to a dispute resolution or to a mediator.

## 17. Dispute Resolution

- 17.1 The parties undertake to resolve dispute arising out of the implementation or interpretation of this agreement amicably by negotiating, if attempts to do so within 30 days fail, then by way of mediation or arbitration.
- 17.2 The internal Legal Services shall presume the responsibility of mediator.
- 17.3 Both parties have agreed that no formal legal proceedings will be executed by either party until the mediation route has been exhausted fully.





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**18. Interruptions and suspension of duties or obligations**

In the event of a dispute between the parties, the parties hereby record that neither party shall interrupt or suspend the performance of its respective duties and obligations in terms of this Agreement, pending the resolution of the dispute.

**19. Domicillium and Notices**

19.1 For the purposes of giving any notice, payment of any sum or the services of any process, the parties select the *Domicillium citandi et executandi* respectively set out hereunder:

**ALFRED NZO DISTRICT MUNICIPALITY**

**Address: ERF 1400 NTSIZWA STREET, MOUNT AYLIFF, 4735**

**Telephone: 039 254 5000 / 0748**

**Fax: 039 254 0343**

**Email: [SIKHUNDLAZ@ANDM.GOV.ZA](mailto:SIKHUNDLAZ@ANDM.GOV.ZA); [dikoo@andm.gov.za](mailto:dikoo@andm.gov.za)**

**JOE GQABI DISTRICT MUNICIPALITY**

**Cnr Cole and Graham Street**

**Barkly East**

**9786**

**Telephone: 051 979 3000**

**Fax: 045 971 0251**

**Email: [sabil@jgdm.gov.za](mailto:sabil@jgdm.gov.za), [mokhantson@jgdm.gov.za](mailto:mokhantson@jgdm.gov.za) and [robertjf@jgdm.gov.za](mailto:robertjf@jgdm.gov.za)**



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Either party is entitled, from time to time and by written notice to the other, to vary its domicile provided that the new domicile is not a post office or *poste restante*.

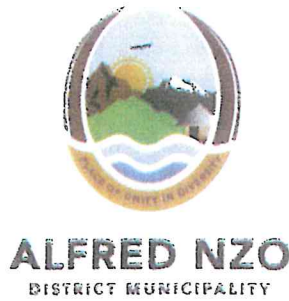
19.2 Any notice required or permitted to be given in terms of this Agreement shall be valid and effective only in writing. In this regard:

19.2.1 Any notice delivered by hand to the other party's domicile and during the other party's normal business hours shall be presumed, until the contrary is proved, to have been received by the other party at the time of delivery;

19.2.2 Any notice that is posted by pre-paid registered post from an address within the Republic of South Africa to the other party's domicile shall be presumed, until the contrary is proved, to have been received by the other party on the 7<sup>th</sup> day after the date of posting; and,

19.2.3 Any notice that is transmitted by facsimile shall be presumed, until the contrary is proved, to have been received within 1 hour of transmission when it has been transmitted during normal business hours and within 2 hours of the commencement of the following business day when it had been transmitted outside normal business hours.

19.3 Notwithstanding anything to the contrary contained herein, a written notice or communication actually received by either party, including a facsimile transmission, shall be adequate written notice or communication, notwithstanding that it was not sent to or delivered at a selected domicile.



## 20 Supervening Impossibility of Performance/ Force Majeure

- 20.1 If it becomes impossible for Both Parties to fulfil either of its obligations in terms of the Agreement, as a result of an act of God e.g. Disaster, earthquake, Riot, embargo, Sabotage Governmental act and other things related therein.
- 20.2 The party should notify in writing the other about the nature of such supervening impossibility of performance within 7 days of its occurrence.
- 20.3 On receipt of such written request, both parties shall consider the nature of such supervening impossibility including making a remedial action that will be convenient to the parties at the time of such occurrence.
- 20.4 No party shall be penalized as a result of supervening possibility including standing time.

## 21 Amendments

- 21.1 Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument only, executed, and signed by all parties to this Agreement with the same approvals, submissions and other requirements applicable to the original Agreement.
- 21.2 Any amendments of this agreement by the parties may be done only after –
- (a) The reasons for the proposed amendment have been approved by both Accounting Officers. After approval the amended agreement to be noted by Council.



21.3 The first year of this Agreement shall provide an opportunity to assess its terms and conditions and to provide the basis for any improvements that may be deemed necessary and effected by way of written amendments to this agreement.

21.4 The Agreement may be reviewed and amended after the third year.

## 22 . Termination

This Agreement shall remain in full force and effect until \_\_\_\_\_ **2027 (5 years)** unless sooner terminated as follows:

22.1 A party desiring to terminate this Agreement shall serve written notice upon the other party of its intention to terminate this Agreement.

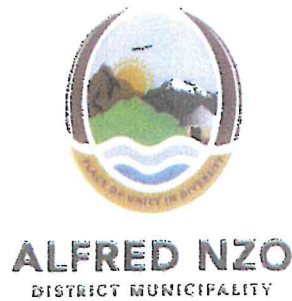
22.2 Such notice shall be served not less than thirty calendar days prior to the termination date set forth in said written notice.

22.3 Said written notice shall automatically terminate this Agreement on the date specified therein unless rescinded prior in writing.

## 23. Agreement not exclusive

This agreement is not intended to be exclusive as between parties hereto. Either of the parties may, as that party deems necessary or expedient, enter into a separate Mutual Assistance Agreement or Agreements with any other party or parties. Entry into such separate Agreements shall not change any relationship or covenant herein contained unless the parties hereto mutually agree in writing to such change.





#### **24. General**

This Agreement constitutes the whole Agreement between the parties and any amendment, addition or alteration to the provisions hereof shall only be of force and effect if such amendment, addition or alteration has been done in compliance with the provisions of the MFMA, insofar as it may be applicable, and is thereafter reduced to writing and signed by the parties.

#### **25. Indemnities**

Joe Gqabi District Municipality hereby indemnifies and hold ANDM Harmless as result of any damages that may have occurred on the Joe Gqabi District Municipality employees; if those damages of Joe Gqabi District Municipality have not occurred as a result of ANDM employee's negligence, Joe Gqabi District Municipality will be responsible for any damages that occurred to ANDM's property or employees as a result of its negligence and visa verse.

#### **26. Authorisation of Agreement**

Each party shall ensure that the necessary authorisation shall be obtained, where required, so as to enable the parties to comply with their respective duties and obligations in terms of this Agreement.



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This agreement will come into effect on the date of the final signature of the respective Municipal Managers as set out below

**MUNICIPAL MANAGER OF ALFRED NZO DISTRICT MUNICIPALITY**

Signed on this 22 day of June 2022 at Enxembani



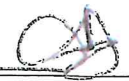
**Municipal Manager**

ALFRED NZO DISTRICT MUNICIPALITY  
CHECKED BY: LEGAL SERVICES

Date: .....

Sign:  .....

AS WITNESSES:

(1)  .....

NAME: ONKE DIKO

(2)  .....

NAME: PUMZA MAGUVINA

.....





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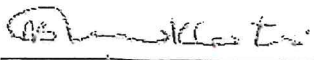
**MUNICIPAL MANAGER OF JOE GQABI DISTRICT MUNICIPALITY**

Signed on this 13 day of June 2022 at Alfred North

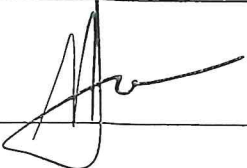
  
\_\_\_\_\_

**Acting Municipal Manager**  
NICOBISI NTSHOLA



AS WITNESSES:

(1)   
\_\_\_\_\_

NAME: NBB Mokhantso

(2)   
\_\_\_\_\_

NAME: Robert Fortuin



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**ANNEXURE A**

**MUTUAL ASSISTANCE AGREEMENT WITH JOE GQABI DISTRICT MUNICIPALITY**

**PRE-INCIDENT PLAN**

**PURPOSE**

To operationalize Mutual Assistance Agreement for the parties to provide emergency support to each other in the event of a disaster or other emergency.

**IDENTIFICATION OF HIGH RISK AREAS**

<b>BORDERING TOWN – MT FLETCHER</b>
WARD 15
WARD 24
WARD 23

**PROJECTED ASSISTANCE REQUIRED:**

	<b>Risks/threats</b>	<b>For which scenarios should mutual aid be activated</b>	<b>Type of assistance required</b>	<b>Equipment required</b>	<b>Personnel required</b>
1.	Wild Fires (Veld/Forest)				

*[Handwritten signatures and initials]*





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2.	Motor Vehicle Accident			
3.	Severe Weather Hazards (Snowfall, strong winds rainfalls)			
4.	Faction Fights			
5.	Human Diseases (HIV;Covid-19;Communicable diseases)			