

SP 5: Standards for Mutual Assistance Agreements and Memoranda of Understanding

In terms of the Act, the Limpopo PDRMPF and the NDMF, each municipal department and each other municipal entity must determine its role and responsibilities in relation to DRM; must assess its capacity to fulfil those responsibilities; and must develop and implement policy that is relevant for its functional area for the purposes of executing its DRM responsibilities.

Where capacity is lacking it must be supplemented by collateral support and the sharing of resources among departments and by engaging the assistance of the private sector and non-governmental organisations. The parameters of such assistance must be clearly defined in mutual assistance agreements (MAAs and/or memoranda of understanding (MOAs)).

Mutual aid agreements are designed to provide a legal framework for a collaborative response to disasters. The standard mutual aid agreement template set out below provides a sound foundation for creating such a framework. However, mutual aid agreements function within a larger planning and organising effort. As strategies are developed and as response entities and resources develop, mutual aid agreements will need to address the needs of responders and participating jurisdictions on an ongoing basis. They will need to be refined and revised in response to an ever changing environment characterised by the emergence of new threats and new opportunities.

This template is intended to be used as a guide by the Waterberg District Municipality and its local municipalities. If the terms of agreement in the template that follows meet the initial needs of a given municipality, the template may be used without further revision. On the other hand, the parties to an agreement may customize the terms in order to meet the requirements of their particular circumstances. It is also anticipated that mutual aid agreements will be revised as the Waterberg District Municipality and the local municipalities identify unaddressed issues and changes in the nature of resources and vulnerabilities.

Mutual Aid Agreement Template

The template has refers to the applicable sections of the DM Act, NDMF and the Fire Brigade Services Act (Act 99 of 1987) that describe the scope of authority, liability, and immunity of the agencies and units of government responsible for disaster risk management activities. It is recommended that these references be included in all mutual aid agreements between and among agencies and units of government in the province, district or local municipality.

The template provides terminology addressing fundamental issues in establishing mutual agreements which include but are not limited to:

- The right of an assisting jurisdiction to not unreasonably diminish its capacity to provide basic services to its own area;
- Activation protocols;
- Chain of command;
- Utilisation of the district municipality Incident Command System (ICS);
- Retention of the powers, duties, rights, privileges and immunities of responding personnel from assisting jurisdictions;
- Liability for property damaged or destroyed or bodily injury at the actual scene of the emergency;
- Reimbursement;
- Provision for the settlement of disputes through binding arbitration.

It is important to note that these mutual aid agreements are meant to supplement and not to replace existing agreements including those between communities in adjoining Districts.

To promote cooperative governance and community and business involvement in disaster risk management the following processes are proposed.

Each Technical Task Team (TTT) must assess and audit the availability of the required resources to address the Waterberg District Municipality's risk profile relevant to their specific area of responsibility as allocated to them by the Waterberg DRM Forum and as per the predicted scenario of the impact of a disaster or significant event. The following templates are presented as guidelines for the process of establishing mutual aid agreements.

Template 5(a) must be used for the purposes of identifying the specific need for which assistance is required.

Template 5(b) must be used for the purposes of identifying where or from whom the required mutual aid can be sources.

Template 5(c) can be used as a guideline for drafting a formal mutual aid agreement between the requesting and responding agencies.

Projected Disaster Risk Management Mutual Aid Agreements required for Waterberg District Municipality

Template 5(a): Type of assistance required

	Risks/threats/services/products/resources for which Waterberg DM require mutual aid agreements	For which scenarios should a mutual aid agreement be considered?	Type of assistance required?
1.			
2.			

Template 5(b): Identification of entities

	Type of assistance required	Who are the role players?	Who is the lead agency?	Who are the support agencies?	Who has the specialist expertise and/or resources and/or equipment?
1.					
2.					

Template 5(c): Template for formal mutual aid agreements

Mutual Aid Agreement

THIS AGREEMENT is made in terms of the Disaster Management Act No 57 of 2002; by and between the Waterberg District Municipality and _____ pursuant to the existing cross border operations/assistance needs and the importance of cooperation in saving time, money, lives and property , the Head: Waterberg District Disaster Risk Management at their meeting held on _____ at _____ on this day ____/____/____ have approved and authorised the terms of this Agreement.

NOW, THEREFORE,

WHEREAS, each of the parties hereto has an interest in disaster management, emergency medical services, and/or other emergency support; and

WHEREAS, each of the parties owns and maintains equipment and retains personnel who are trained to provide various levels of service in the control and extinguishment of fire, fire prevention, and emergency medical service equipment and personnel, hazardous materials control, and/or other emergency support; and

WHEREAS, in the event of a disaster or other emergency, either party may need the Assistance of the other party to this Agreement to provide supplemental fire suppression, emergency medical service equipment and personnel, hazardous materials control, and/or other emergency support; and

WHEREAS, each of the parties may have the necessary equipment and personnel available to enable it to provide such services to the other party to this Agreement in the event of such a major incident, disaster, or other emergency; and

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

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 incident, disaster, or other emergency; now, therefore,

IT IS HEREBY AGREED AS FOLLOWS:

1. PURPOSE

The stated purpose of the Mutual Assistance Agreement is to provide mutual assistance to the parties for _____ and/or other emergency support in the event of a disaster or other emergency.

2. REQUEST FOR ASSISTANCE

The Commanding Officer or Incident Commander of the party (also known as the Requesting Party) at the scene of an emergency 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.

3. RESPONSE TO REQUEST

Upon receipt of a request as provided for in Paragraph No. 1 of this Agreement the Commanding Officer of the party receiving the request (also known as the Responding Party) shall immediately take the following action:

- 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.
- Determine what available equipment and what available personnel should be dispatched in accordance with the plans and procedures established by the parties.

- In the event the requested equipment and/or personnel are available, then the Commanding Officer shall dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
- In the event the requested equipment and/or personnel are not available, then the Commanding Officer shall immediately advise the Requesting Party of such fact.

4. COMMAND RESPONSIBILITY AT EMERGENCY SCENE

The incident Commander 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 apparatus. If the Incident Commander 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.

5. LIABILITY

The parties agree that the Requesting Party shall assume liability for and hold the Responding Party harmless from all liabilities, which arise out of command decisions or Judgments. However, each party hereto agrees to assume responsibility for liabilities arising out of the actions of its own personnel and to hold the other party hereto harmless there from as to action relating to performance under this Agreement.

6. POST RESPONSE RESPONSIBILITY

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 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.

7. COMPENSATION

Each party agrees that it will not seek from the other party compensation for services 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 therefore, irrespective of whether or not said personnel and equipment are being used within the area of primary responsibility of that party. However, if chemicals are utilised by the Responding Party, the Requesting Party shall compensate the other party for the actual cost of such chemicals.

8. INSURANCE

Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

9. PER-INCIDENT PLANNING

The Commanding Officers of the parties may, from time to time; mutually establish pre-incident plans which shall indicate the types of and locations of potential problems 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 such as couplings, hose, and apparatus, so that said equipment can be fully utilised by either of the parties hereto.

10. SHARED PURCHASING

There shall be no joint or cooperative acquiring, holding and disposal of real or personnel property.

11. 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 Commanding Officers.

12. 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 _____ District Municipal Disaster Management, the _____ and prior to its entry into force. Prior to this agreement becoming effective, a copy of this Agreement shall be filed with the Audit Department, who shall require an opinion of the Legal Department of the municipality that such Agreement does not violate provisions of the Constitution of the Republic of South Africa and other statutes. Upon such filing requirements being accomplished, and upon such approval by the MUNICIPAL MANAGER, this Agreement shall be effective upon execution by the parties.

13. TERMINATION

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

A party desiring to terminate this Agreement shall serve written notice upon the other party of its intention to terminate this Agreement. Such notice shall be served not less than thirty calendar days prior to the termination date set forth in said written notice. Said written notice shall automatically terminate this Agreement on the date specified therein unless rescinded prior in writing.

14. 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.

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