CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACTING OF EXTERNALLY FUNDED MEMBERS OF THE CITY'S LAW ENFORCEMENT AND TRAFFIC SERVICES DEPARTMENTS BY THE PRIVATE SECTOR AND OTHER INTERESTED PARTIES (POLICY NUMBER 60044)

APPROVED BY COUNCIL : 05 DECEMBER 2019
C14/12/19

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

POLICY RELATING TO THE CONTRACTING OF EXTERNALLY FUNDED MEMBERS OF THE CITY'S LAW ENFORCEMENT AND TRAFFIC SERVICES DEPARTMENTS BY THE PRIVATE SECTOR AND OTHER INTERESTED ORGANISATIONS

Reference code 60044

Document Control:

Director/Manager Responsible	Chief: Law Enforcement and Chief: Traffic Services
Version Number	
Status	Approved
Next Review Date	
Previous Review Date	
Contact Details	

1 DEFINITIONS AND ABBREVIATIONS

In this Policy words or expressions shall bear the meaning assigned to them

City	means the City of Cape Town, a municipality established by the City of Cape Town Establishment Notice No. 479 of 22 September 2000, issued in terms of the Local Government: Municipal Structures Act, 1998 (Act No. 117 of 1998) , or any structure or employee of the City acting in terms of delegated authority.
City Improvement District	means an area where additional rates liability is imposed exclusively on property owners i.e. Special Rating Areas (SRA), This includes residential, business and industrial zoned properties
Command and Control	means the exercise of authority and direction by a properly designated commanding officer over subordinate safety and security officers
Externally funded	means the funding of additional Law Enforcement and Traffic Services members that is provided by a party that is external to the City's Safety and Security Directorate
Externally funded members	Means members of the City's Law Enforcement and Traffic Services departments who's contract appointments are funded by an external sponsor
Sponsor	means the party that is external to the City's Safety and Security Directorate and that will be responsible for funding the deployment of additional Law Enforcement or Traffic services members in terms of this policy

2 Acronyms

BCEA	Basic Conditions of Employment Act 1997 as amended 2002
ED	Executive Director
IDP	Integrated Development Plan
MFMA	Municipal Finance Management Act
MOA	Memorandum of Agreement
MURP	Mayoral urban regeneration programme
ODTP	Organisational Development and Transformation Plan
SAPS	South Africa Police Service
TOD	Transit Orientated Development

3 PROBLEM STATEMENT

The IDP sets out the vision for the City over a five-year period. One of the pillars that the IDP rests on is a "Safe City"; to create a City where residents feel safe. This is given further expression by one of the key objectives of the ODTP, and that is to build safer communities by deploying a comprehensive response to crime and violence, partner with communities and other agencies, and to resource targeted interventions.

Additional safety and security resources are required across the City as the growing demand for such services cannot be met by the City's existing capacity. The Safety and Security Directorate is not in the financial position to appoint adequate levels of safety and security staff and therefore has to consider innovative ways to augment the City's policing resources. Aside from creating the opportunities for sponsorship through the mechanism outlined in this policy, the City has also recruited many policing and emergency services volunteers through the Law Enforcement Auxiliary Service and Disaster Management Volunteers.

In 2008 Council approved a policy that allowed for the deployment of externally funded Law Enforcement and Traffic Services Officers. This instance of a public- private partnership proved to be highly successful as it resulted in a continuously growing number of externally funded

Law Enforcement and Traffic Services Officers being appointed in terms of this policy. This created a win-win scenario for all concerned with jobs being creating for policing staff, improved safety for the sponsoring community or business area and both of these achieved without additional cost to the general ratepayers. However, after almost a decade, the context has changed and new operational challenges have arisen, making it necessary to review the current policy.

4 DESIRED OUTCOMES

4.1 To enable the private sector and other interested organisations to contribute financially towards the recruitment of additional members of the City's Law Enforcement and Traffic Services Departments;

4.2 To deliver effective and efficient law enforcement through the optimal deployment of resources and the application of technology in support thereof;

4.3 To deliver the abovementioned outcomes without adding additional cost to the general ratepayer by delivering it on a "user pays" basis;

4.4 To create a safe and secure environment for the optimal functioning of all residents in the City;

4.5 To enhance capacity within the Safety and Security Directorate;

4.6 To enable the private sector and other interested organisations to secure a pre-determined level of law enforcement services within defined areas This is to be determined and agreed upon by the City and the Sponsor and is to be stipulated in the MOU;

4.7 To permit the sponsors to have adequate insight into how the services are delivered in order to permit them to determine whether the services are efficiently delivered in accordance with the agreement signed by the Sponsor and the City;

4.8 To ensure effective command and control of externally funded members.

4.9 To provide a constitutionally grounded mechanism that will ensure ethical and accountable policing standards which can serve as the preferred mechanism for providing policing services in public spaces that are additional to the deployment of policing resources that are provided and funded by National, Provincial or Local Government.

5 STRATEGIC ALIGNMENT

5.1 The externally funded policing programme aligns with IDP programme 2.3 "Policing Service Programme" which aims to enhance the staff capacity of the Safety and Security Directorate.

5.2 ODTP objectives of building safe communities and being operationally sustainable

6 REGULATORY CONTEXT

6.1 Local Government: Municipal Systems, 2000, (Act No 32 of 2000);

6.2 Local Government: Municipal Finance Management Act, 2003, (Act No. 56 of 2003), (MFMA);

6.3 Employment Equity Act, 1998 (Act No. 55 of 1998);

6.4 Labour Relations Act, 1996 (Act 66 of 1996);

6.5 Basic Conditions of Employment, 1997 (Act 75 of 1997)

6.6 Compensation for Occupational Injuries and Diseases Act, 1993, (Act No.130 of1993)

6.7 City of Cape Town's Supply Chain Management Policy

6.8 City of Cape Town's Integrated Development Plan

7 POLICY PARAMETERS

This policy is applicable to all City Improvement Districts and other geographical areas where organisations have sponsored the deployment of dedicated externally funded law enforcement personnel or such other external sponsors whether they are other spheres of government, other Directorates within the City of Cape Town, organs of State Owned

Enterprises, consortiums established to pool resources of smaller entities or any other external sponsor.

8 ROLEPLAYERS AND STAKEHOLDERS

8.1 The Safety and Security Directorate's clients in terms of this policy are predominantly the City Improvement Districts. The policy does, however, provide for other interested parties to participate.

8.2 Sub-councils may also contribute towards the dedicated deployment of law enforcement or traffic services officers through Ward Allocations.

8.3 The City's Law Enforcement and Traffic Services departments who will recruit, train and deploy the externally funded members.

8.4 The City's Civilian Oversight Committee who provides an oversight function on the performance and conduct of the City's three policing departments and who will be represented on the service delivery monitoring forum that is introduced by this policy.

9 POLICY DIRECTIVES

9.1 Any sponsor wishing to secure the dedicated services of a member shall apply in writing to the chief of the relevant department in advance, at least six months prior to the commencement of the contract.

9.2 If the application is approved, the City will enter into a MOA with the sponsor. The MOA will govern the relationship between the City and the sponsor. Any MOA entered into by the City and the sponsor must be approved by the Department Legal Services.

9.3 Where an MOA has been entered into with a sponsor, the City will undertake to recruit, select and train the members. Training will be provided at an accredited college. The City may require that a minimum of ten (10) members be recruited and trained at a time in order to ensure the financial viability of such a training programme. The costs associated with the training will be borne by the City.

9.4 Only suitably qualified persons who meet all the criteria for appointment as Law Enforcement and Traffic Service Officers will be recruited by the City. For this purpose, the minimum academic qualification for appointment of members under this policy is set at grade 12.

9.5 The recruited members will be utilised by the City on a contractual basis on conditions that are consistent with the City's HR policies.

9.6 The length of the MOA period entered into between the City and the sponsor will be for a minimum of 18 months except where new Traffic Service members need to be trained. In such cases the minimum period will be 3 years. The length of the period of the MOA entered into between the City and the sponsor will not necessarily correspond with the period of the service contract period of the members as the City reserves the right to enter into multiple service contracts for purposes of delivering on its obligations under the agreement entered into with the sponsor. The Executive Director of Safety and Security may vary the length of the contract period based on the specific circumstances.

9.7 The renewal of service contracts mentioned above will be based on the satisfactory performance of the contracted members for the duration of their contract period, and on the availability of a sponsor to enter into or renew an agreement with the City for a further period. The sponsor shall be consulted as part of the performance review process (See 11.4).

9.8 The sponsor will be responsible for paying a monthly amount equal to that of the total cost of employment of the contracted member from the date of commencement of service (this includes any training allowance paid to the trainee whilst undergoing the prescribed training). The sponsor enables the appointment of a member on a contractual basis by the City, and recognises that a member is entitled to leave and the granting thereof as provided for in the BCEA. In-service training leave will also need to be accommodated, as members will need to attend in-service training from time to time. In relation to the leave provisions, the City is not obligated to provide a replacement for the member that is absent, but will make every effort to ensure continuity of services rendered through replacement of absent staff with other staff that can possibly be utilised for the purpose of providing the top up service. Such an arrangement will be subject to the availability of additional staff. The City shall endeavour to develop a reliable top up capacity in order to ensure that contractual commitments can be honoured.

9.9 The sponsor will be compensated for the absenteeism of members that cannot be accommodated in terms of the BCEA e.g. absence without leave and absence due to disciplinary procedures. In addition, the sponsor will be compensated for the absenteeism of members that results from prolonged sick leave i.e. more than 2 consecutive days. This compensation can take any of the following forms and the decision as to what form the compensation will take, will lie with the sponsor:

a) The deployment of additional staff for purposes of conducting a high impact operation on an agreed-upon date and in accordance to agreed-upon objectives;

b) Credit days which will allow for the relevant department to provide the sponsor with the services of an additional adequately trained and competent dedicated member on days agreed upon by the sponsor and the City. Credit days will be allocated to the sponsor on an equal basis to the days lost due to the specific forms of absenteeism described in this clause;

c) Financial compensation for the days lost, the value of which will be based on a pro-rata calculation of the value of the monthly contract fee payable by the sponsor. Such financial compensation will be provided by means of debiting the sponsor's account.

9.10 The principle established in 9.8 above also means that the contracted member's working time will correspond with the standard 40 (forty) hour work week of employees of the City that is inclusive of all duties that needs to be performed e.g. attending parade, collecting a firearm, transport to patrol area, patrol duties and reporting. The specific shifts to be worked are to be negotiated between the sponsor and the relevant department. Shift times can be adjusted to meet the operational needs and requirement of the sponsoring community in terms of the crime threat analysis.

9.11 The Department will give adequate notice (at least 7 days) to the Sponsor for any in-service training programmes to be delivered in order to allow the Sponsor to make the necessary arrangements.

9.12 The service contract to be entered into with trainee members will provide for the City to be reimbursed by the contracted member for all training related expenses should a member decide to terminate his or her contract before a period of one year active service has been completed.

9.13 The sponsor shall provide the City with at least 90 days written notice to terminate a contract of 3 years or longer and at least 30 days for a contract of less than 3 years. Such notice must be served at least 90 or 30 days (depending on the length of the contract period) before the expiry date of the contract. If no notice is received, it shall be presumed that the contract will be renewed automatically for a further period equivalent to the original contractual period.

9.14 The relevant Department will maintain full command and control over the contracted members**.**

9.15 The Department will regularly communicate service activities, issues and quality of service measures to the Sponsor. The Sponsor shall be given the opportunity to discuss requests, make suggestions, raise issues and communicate compliments and complaints to the Department who shall provide considered feedback and committed actions.

9.16 The contracted members shall comply with and be subject to the standing orders and directives issued by the Chief of the relevant Department. The Sponsor shall not make any request to the contracted members with regard to daily tasking or any other matter that is contrary to the Department's standing orders or directives.

9.17 The contracted members will be subject to the City's disciplinary procedures and processes.

9.18 The contracted members will be deployed within a specified area duly agreed upon and specified in the MOA.

9.19 The City may include provisions in the MOA to guide joint branding of uniforms and vehicles so as to ensure that the sponsor's contribution is publicly acknowledged.

9.20 If an emergency situation or substantial threats exists, the contracted members may be withdrawn from the area of deployment as specified in the MOA. This will only occur in the case of emergencies and will be done in consultation with the sponsor. The Executive Director for Safety and Security reserves the right to make the final decision on such re-deployment if no agreement can be reached between the City and the sponsor.

9.21 A special operating project will be created within the financial system of the City to enable the depositing of contributions to be made in terms of this policy.

9.22 This operating project will be administered and managed by the relevant department in terms of current financial management principles and be inspected from time to time by the City's Internal Audit Service.

9.23 The sponsor shall pay the monthly or quarterly contribution one month in advance, from the date of appointment, in terms of the services rendered by the contracted members after the presentation of the necessary invoice. The only exception to this requirement will be where a sponsor is a newly established entity. In such a case the sponsor will be allowed to pay the monthly contribution in arrears on a monthly basis for the first six months, from the date of appointment.

9.24 The capital assets required by the contracted members to perform their basic functions will be provided by the City as far as its available resources permit. In the event of additional capital assets being required and the City is not in a position to provide, the sponsor may procure such assets. The capital assets acquired by the City will remain the property of the City and the capital assets acquired by the sponsor will remain the property of the sponsor.

9.25 In the event of neither the City nor the sponsor being in a position to procure such additional capital assets, the sponsor will have the option of securing private sector donations for this purpose. The decision of whether such acquired capital assets should be donated to either the sponsor or the City will lie with the sponsor. If the capital assets in question are donated to the City, it will be administrated by the City in terms of its donations policy.

9.26 The MOA will only be entered into if sufficient budgetary provision has been made by the City for the financial implications to be borne by the City.

9.27 Deviation is allowed in respect of the sponsors financial contribution determined in this policy. Such deviation is to be approved by the Executive Director of the City's Safety and Security Directorate subject to funding being made available from elsewhere in the directorate (or from other sponsors).

9.28 Administration of the programme will be the responsibility of the City's Safety and Security Directorate and this Directorate will therefore establish an adequate administrative capacity to support the programme effectively. This shall include a dedicated command and control structure within the relevant departments engaged in contracting such services to ensure quality of resource management and satisfactory customer relations.

9.29 Any disputes relating to the contracting of externally funded members that might arise between the sponsor and the relevant department will be dealt with in terms of the applicable stipulations and contained in the MOA.

9.30 The Directorate Safety and Security is responsible for complying with the provisions set out in the MOA.

9.31 The MOA will set out any punitive actions or measures required for non-compliance with this policy and the terms agreed to in the MOA

9.32 Apart from private sector sponsors, local councillors can make Ward Allocations available for this purpose or funding may be derived from projects like TOD, MURP and even from other spheres of government or corporate sponsors. The contracted members will in all cases be deployed in the areas from where the funding emanates**.**

9.33 It is permissible for an Externally Funded member to be a passenger in a private security vehicle or other vehicle utilised by the sponsor if such an arrangement is necessary for the Externally Funded member to perform his/her official duties. Such externally funded members are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act 130 of 1993) in the event of them sustaining injuries while performing their official duties.

9.34 In the event of an Externally Funded member being transported in a private security vehicle or other vehicle utilised by the sponsor, the sponsor will have to ensure that the vehicle is properly insured.

9.35 All requirements listed above must be included in any MOA to be entered into between the City and private sector sponsors or the City and other spheres of government

10 IMPLEMENTATION PROGRAMME

10.1 The policy will be implemented by the Directorate Safety and Security once approved by Council.

10.2 The Directorate Safety and Security will bring the revised policy to the attention of all City departments, City Improvement Districts, Sub-councils, Area-Based offices and other prospective clients.

11 MONITORING, EVALUATION AND REVIEW

11.1 The relevant Department will be responsible for monitoring the level of service it provides to the Sponsor and will therefore be responsible for monitoring the individual performance of all members of staff contracted by means of this policy. This will be reported on a quarterly basis at the Forum contemplated in 11.4.

11.2 The relevant Department will also be responsible for monitoring the impact of deploying such additional policing resources. This will be reported on a quarterly basis at the Forum contemplated in 11.4.

11.3 The Sponsors will likewise be required to play a crucial role in monitoring the individual performance of members contracted in terms of this policy as well as the impact of such additional policing staff in their respective areas. This will be reported on a quarterly basis at the Forum contemplated in 11.4.

11.4 A service delivery monitoring Forum will be established by the Safety and Security Directorate for purposes of ensuring that service delivery related to this policy is of an acceptable standard. The Forum will comprise appropriate representation of the Department/s, the Sponsors and the Civilian Oversight Committee. The Forum will enhance communication, allow all parties to raise issues, contribute to the setting of priorities and to discuss possible solutions to be implemented and therefore strengthen collaboration between the City and the Sponsors. The Forum is to convene on a quarterly basis.

11.5 The Forum to be established under 11.4 may identify alternative mechanisms required for effective monitoring, reporting and oversight of the implementation of this policy.

11.6 An Implementation progress report must be drafted by the Safety and Security Directorate and submitted to the Civilian Oversight Committee on a monthly basis.

11.7 Innovation in terms of this policy is encouraged and in order to allow for practical solutions to possible future challenges to be implemented without delay, the Executive Director for Safety and Security may approve deviations from this policy based on specific circumstances and upon consideration of well-motivated requests. This is subject to Council delegating same function to the Executive Director for Safety and Security.

11.8 An annual report will serve before the relevant Portfolio Committee. The report must contain the following information:

11.8.1 The number of businesses or organisations that have partnered with the City by signing MOAs;

11.8.2 The areas where externally funded safety and security have been deployed, backed up by SAPS crime statistics for the area;

11.8.3 An overview of the crime and disorder incidents dealt with by the externally funded members;

11.8.4 Any misconduct incidents involving externally funded members and resolution thereof;

11.8.5 An annual review of training offered to externally funded members; and

11.8.6 Any deviations from the policy approved by the ED Safety and Security.