



OFFICE BEARER PROTECTION POLICY : MAYOR, SPEAKER AND COUNCILLORS

Policy No: NLM	Effective Date:
Approved:	Review Date:

Notwithstanding the review date herein, this policy shall remain effective until such time approved otherwise by Council and may be reviewed on an earlier date if necessary, subject to Labour Law Dispensation or operational requirements.

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1. MAYOR, and SPEAKER : NORMAL PROVISION OF SERVICE

- 1.1 The Mayor and Speaker shall be entitled to VIP protection on a permanent basis should such protection be requested;
- 1.2 Such protection shall consist of not more than two armed escort each for the Mayor and Speaker ;
- 1.3 Such escorts shall be provided on submission of a request from the Incumbent to the Municipal Manager.
- 1.4 The escorts will accompany the Mayor and Speaker to all official and private functions and may remain with at the respective places of residence after hours.

2. MAYOR and SPEAKER : EMERGENCY SITUATIONS

- 2.1 In cases of emergency or where a significant additional threat has been established, the Mayor and Speaker may request additional security personnel but prior to the allocation thereof the necessary investigations shall be concluded;
- 2.2 In the event of an emergency situation arising the escort shall take immediate steps to ensure the safety of the Mayor and Speaker and advise the respective control centres who shall in turn advise the SAPS of the situation but shall take no further action, unless the SAPS fail to respond;
- 2.3 The control centre shall in the first instance contact the SAPS and thereafter the Director Protection Services who shall keep the Municipal Manager informed of all aspects of any particular threatening incident;
- 2.4 The guarding service provider is required to maintain continuous communication with the SAPS at all times in respect of VIP security.

3. PROTECTION OF COUNCILLORS

- 3.1 Protection will be provided to any Councillor when under threat subject to the following procedure:-
 - 3.1.1 Such threats being reported to the Councillor's caucus leader, whose duty it will be to in turn notify the Municipal Manager;
 - 3.1.2 Prior to the approval of such security arrangements, a risk assessment be carried out by the SAPS, the official responsible for Councillor support (Chief Whip), the Municipal Manager and any other such structures as may be considered relevant.
- 3.2 Notwithstanding 3.1.2 above, if the application is well motivated and an imminent life threatening situation exists, security be provided to the Councillor by the SAPS in

the interim period while the assessment is taking place at the discretion of the Municipal Manager;

3.3 The period for which the security is provided is dependent upon the outcome of the assessment referred to in 3.1.2 above;

3.4 In the event of an emergency situation arising the same procedure as set out in 3.1 and 3.2 above, be followed.

4. CRITERIA FOR PROTECTION

Unqualified evidence of a physical or verbal threat to a Councillor which may result in an impending consequence must be provided to enable the process referred to in 3.1.2 above to be undertaken but should any of the outcomes divulge that the threats emanate from a private matter, the incumbent will not qualify for security.

5. AUTHORITY FOR APPROVAL OF SERVICE

5.1 Only the Municipal Manager may approve the allocation of VIP escort protection, including any related expenditure, or the discontinuance of, VIP escort protection which must be ratified by the Executive Committee.

5.2 The final duration of the allocation shall be approved by Exco having due regard to the outcome of the risk assessment referred to in 3.1.2 above, it being noted that a periodical review may be undertaken.

5.3 All services shall be procured through an approved process in terms of the Councils Supply Chain Management Policy.

6. TYPE OF PROTECTION FOR COUNCILLORS

The type of protection offered may be in the form of only

6.1 One armed escort at any particular time and place subject to a clear directive from the SAPS on the numerical allocation.

6.2 The allocation of escorts will be subject to availability of funds in an appropriate vote.

7. PROVISION OF DRIVERS FOR MAYOR

7.1 The Mayor in office shall be entitled to a chauffeuring service on a permanent basis;

7.2 Such service shall consist of one driver for an 8-hour shift and will be provided for on the Council's staff structure;

7.3 The driver will accompany the Mayor to both official and private functions

8. STAKEHOLDER ANALYSIS

Role	Responsibility
Municipal Manager / Director Corporate Services (subject to its delegations if any)	Approval of Security
Council	
Line Manager	

9. AUTHORITY

Formulation Policy : Municipal Manager
Authorisation Policy : Council
Ownership and Maintenance Manager : Director Corporate Services

ANNEXURE

**INTERNAL BURSARY SCHEME FOR CHILDREN OF EMPLOYEES
MEMORANDUM OF AGREEMENT**

Entered into by and between

NGWATHE LOCAL MUNICIPALITY

(hereinafter referred to as “Ngwathe”)

herein represented by _____ in his capacity as
Municipal Manager duly assigned thereto in terms of **delegation of powers**

and

(hereinafter referred to as “the Employee”)

and

(hereinafter referred to as “the Student”)

supported by and with the approval of his/her legal guardian

resident at

WHEREAS the Employee has applied for participation in Ngwathe's Internal Bursary Scheme for Children of Employees in order to enable the Student to obtain the qualification

(specify) (hereinafter referred to as "the Course") over a period of _____ years at the _____ (specify); and

WHEREAS the Employee's application has been approved subject to certain conditions; and

WHEREAS the Employee and Ngwathe are in agreement regarding the terms and conditions in respect of the granting of such a bursary.

THEREFORE THE PARTIES NOW AGREE AS FOLLOWS:

1. Ngwathe herewith grants a bursary to the Employee with effect from the _____ academic year for the _____ institution of study.
2. The amount of the bursary is equivalent to the actual costs of tuition and registration fees and is payable on submission of the necessary corroboratory documentation as required by Ngwathe and is at all times subject to the availability of funds and Ngwathe provides no guarantees that further amounts for the remaining academic years will be granted to the Employee in respect of the student for the course concerned.
3. The Employee herewith commits to paper that the Student is his/her biological and/or legally adopted child.
4. The Employee undertakes to enrol the student as a full-time student with effect from the _____ academic year at _____ institution of study and each subsequent year for the duration of the Course in order to undergo tuition for the _____ Course within the period of _____ or longer period, as Ngwathe may allow.
5. The Employee undertakes to forthwith submit written proof of the enrolment of the Student for the course, to Ngwathe.
6. The bursary is granted to the Employee free of charge, subject thereto:
 - 6.1 That Ngwathe's interest as contained herein be listed with the Employee's Pension/Provident Fund;
 - 6.2 That the Employee submits to Ngwathe a copy of the Student's semester and year-end exam results within one month after publication thereof;

- 6.3 That should the Student fail a subject/subjects during any year of study and wish to continue with the course, the Student shall be responsible for the cost of the repeated subject(s): provided that if the Student decides to pursue new subjects in place of those he had failed, the cost of such subjects shall be for his/her own account.
- 6.4 If the Student should terminate his/her studies at his/her own volition or is suspended as a result of misconduct or is for whatever reason unable to continue his/her studies, the Student shall inform Ngwathe of such an occurrence within one month thereof. The total amount of the bursary shall then be repaid to Ngwathe within a period of 12 months at an interest rate as determined by Ngwathe from time to time and the Employee herewith thus authorises Ngwathe to deduct the bursary amount from his/her salary in equal monthly instalments.
- 6.5 That, in the event of the Employee leaving Ngwathe's employ (excluding on retirement with pension, permanent disability or death) before the Student has completed his/her studies, the bursary shall lapse in as far as the remaining period for which the bursary was approved is concerned;
- 6.6 That the bursary shall lapse if a student dies before completion of his/her course;
- 6.7 That, should the Student wish to alter his/her field of study in any year during the period for which the bursary had been granted, he/she shall first obtain Ngwathe's approval: provided that if the change leads to the extension of the study period, the costs for the additional study term shall be for the students own account;

- 6.8 That Ngwathe may expect that, after completion of his/her studies, the Student takes up a position in Ngwathe's employ for a period equal to half of the period for which the bursary had been granted to him/her, on a salary scale applicable to the position at the date of his/her appointment: provided that the relevant service period may not coincide with any other period of service owing to any other organisation or in terms of a contract with Ngwathe;
- 6.9 That Ngwathe may at any time at its own explicit discretion defer or suspend the bursary if the Student fails to make satisfactory progress and Ngwathe may in this respect request the necessary progress reports from the institution concerned; and
- 6.10 That Ngwathe may, without notice, suspend the bursary if the Student or the Employee fails to honour any of the terms of this agreement in which case the terms of clause 6.4 and 8 is mutatis mutandis applicable.
7. The Student and Employee further record that they are fully conversant with the terms of Ngwathe's Internal Bursary Scheme for Children of Employees as approved by Ngwathe, that forms part of this agreement and of which a copy is herewith attached and that this agreement shall at all times be read together with the relevant scheme.
8. It is an explicit condition of this agreement that if an Employee should resign from Ngwathe's employ or is dismissed while already having made a repayment commitment to Ngwathe in respect of the amount of the bursary, the amount shall immediately become repayable to Ngwathe and the Employee herewith authorises Ngwathe irrevocably to set-off any amounts owing to the Employee by Ngwathe, against the amount of the bursary: Provided that in the event of the aforesaid funds being insufficient to redeem the outstanding amount, Ngwathe may request the Employee's Pension Fund to pay over an amount equal to the outstanding bursary amount, to Ngwathe.

9. Nothing contained in this agreement makes any encroachment on any other legal resources at Ngwathe's disposal in order to recover debts incurred by reason of this agreement, from the Student or the Employee.

10. The Employee and Student elect as their domicilium citandi et executandi for the purposes of this agreement the under-mentioned residential address:

11. The Employee and Student both agree on date of entering into this agreement, to the jurisdiction of the Magistrate Court in respect of any action or lawsuit that may arise hence from this agreement, the cancellation thereof or any concomitant circumstances.

12. It is recorded that the words "the total bursary amount" in clause 6.4 and 8 herein, means the accumulated amount that is granted annually as from the _____ academic year in terms of this agreement to the Employee, minus any amount already repaid to Ngwathe by the Employee, in this regard.

DULY CONTRACTED AND SIGNED ON BEHALF OF NGWATHE AT NGWATHE ON THIS _____ DAY OF _____ IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

WITNESSES:

1. _____

2. _____

ON BEHALF OF NGWATHE

**DULY CONTRACTED AND SIGNED BY THE STUDENT AT NGWATHE ON THIS
_____ DAY OF _____ IN THE PRESENCE OF
THE UNDERSIGNED WITNESSES:**

AS WITNESSES:

1. _____

2. _____

STUDENT
(Supported by Parent/Legal
Guardian)

I, the undersigned _____

declare and confirm herewith that I am the parent/legal guardian of

and that I agree thereto unconditionally that the above agreement be entered into by him/her and that I have supported him/her in the conclusion of the agreement in question.

AS WITNESSES:

1. _____

2. _____

PARENT/LEGAL GUARDIAN

DULY CONTRACTED AND SIGNED BY THE EMPLOYEE AT NGWATHE ON THIS _____ DAY OF _____ IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

AS WITNESSES:

1. _____

2. _____

EMPLOYEE