

2013/2014



UMUZIWABANTU LOCAL MUNICIPALITY

PERFORMANCE CONTRACT | DIRECTOR: TECHNICAL SERVICES

2013-14

PERFORMANCE CONTRACT

Made by and entered into between the parties

**UMUZIWABANTU LOCAL COUNCIL
("the employer")**

**Represented by the Municipal Manager (Sazi Mbhele) duly authorized
in terms of Section 57 (1b), (2c) (4a), (4b) and 5 of the Local
Government: Municipal Systems Act No. 32 of 2000 as well as the
employment contract entered into between the parties**

and

**("The Director: Technical Services")
(Marek Guzowski)
In his capacity as the Director: Technical Services**

FINANCIAL YEAR: 01 July 2013 TO 30 JUNE 2014

ACRONYMS



BEE	-	Black Economic Empowerment
CCR	-	Core Competency Requirement
CFO	-	Chief Financial Officer
EXCO	-	Executive Committee
GM	-	General Manager
HOD	-	Head of Department
IDP	-	Integrated Development Plan
KPA	-	Key Performance Area
KPI	-	Key Performance Indicators
LED	-	Local Economic Development
MSA	-	Municipal Systems Act no. 32 of 2000
Nedlac	-	National Economic Development and Labour Council
OPMS	-	Organisational Performance Management System
PA	-	Performance Agreement
PDP	-	Personal Development Plan
PIMS	-	Planning Implementation and Management Support
PP	-	Performance Plan
RSA	-	Republic of South Africa
SCM	-	Municipal Supply Chain Management Policy
SDBIP	-	Service Delivery and Budget Implementation Plan

DEFINITIONS

- Ruling Language** - Refers to the language parties to the contract choose to use as a Medium for formal communication between themselves.
- Financial Year** - Refers to the 12 month period which the organization determines as its budget year.
- Director**– Refers to Head of Department Technical Services
- Department** - Refers to the Department of Technical Services
- The employee** – Refers to
- The employer** – Refers to Umuziwabantu Local Municipality
- DTS** - Refers to the Director; Technical Services

INTERPRETATION

In this agreement, unless the context clearly indicates a contrary intention:

- The head notes are for reference purposes only and shall not affect the interpretation of any part hereof.
- The singular includes the plural and vice versa
- A reference to one gender includes the other genders.
- Any schedules and annexure's shall be initialed by the parties for the purposes of identification and form part of this agreement as if specifically included herein.

GENERAL PROVISIONS

1. INTRODUCTION

- 1.1 The Employer has entered into a contract of employment with the Director: Technical Services for a period of 5 years, ending on 30 June 2017, in terms of section 57(1) (a) of the Local Government: Municipal Systems Act 32 of 2000 (“the Systems Act”).
- 1.2 Section 57(1) (b) of the Municipal Systems Act, read with the contract of employment concluded between the parties, requires the parties to conclude an annual performance agreement. That the parties hereby agree to have this contract developed in terms of the Local Government: Municipal Performance Regulations for Municipal Managers and Managers Directly accountable to Municipal Managers, 2006.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Director reporting to the Municipal Manager representing the municipality, to a set of actions that will secure local government policy goals.
- 1.4 This performance contract is between Marek Guzowski (**ID NO. (5403045203086)**), the Director: Technical Services, and Sazi Mbhele (**ID.7303085390087**), the Municipal Manager. It is for the 2013/2014 financial year only. The expected performance reflected in this contract is based on the Integrated Development Plan 2013/14 – 2015/16 adopted 26 June 2013, 2013-14 Organisational Performance Management System and 2013-14 Service Delivery and Budget Implementation Plan. The three afore-mentioned documents have been adopted as the working documents of Umuziwabantu Local Municipality and therefore, shall be the basis of the performance assessment.

2. STRATEGIC OBJECTIVE

The Director has the overall responsibility of ensuring overall management of all the divisions and sections of the department and that the department executes its functions properly and that all sections get assisted and co-ordinated in order to reach their targets as set in the Service Delivery and Budget Implementation Plan.

He also has a duty to support the Municipal Manager as the vision of the municipality will not be realized if he does not perform his duties. The employee agrees to

participate in the performance management system that the employer has adopted. The employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards.

It is the objective of the DTS to ensure overall management of the following of the following divisions and sections of the Department:

- Infrastructure maintenance
 - Roads and Stormwater
 - Building Maintenance
 - Workshop
- Environmental Management
 - Parks and Gardens
 - Waste Management
- Project Management Unit(PMU)
- Housing
- Development Planning

He also has to develop and implement the Service Delivery Budget Implementation Plan for the department. The Director must exercise departmental budgeting control and also implementation of Council's adopted Integrated Development Plan, whilst ensuring compliance with all relevant legislation applicable to the department.

3. PERFORMANCE BONUS & ANNUAL SALARY ADJUSTMENT

If the Director performs / achieves outstanding performance, he shall qualify for the annual performance bonus in accordance with the contract of employment entered into between the Municipal Manager and the Director on 01 July 2013 as well as the results of the performance evaluation agreed to in this contract. The acceptability of the level of his performance or otherwise shall be determined and declared by the performance evaluation team in accordance with the provision of this agreement, following the receipt of a report on the General Manager's achievement or otherwise of the KPIs as reflected in Annexure "A" of this contract.

The attached Annexure "A" and referred to above has listed Key Performance Areas (KPA) and Core Competency Requirements (CCRs) that are worth 100 points. Each KPA consists of Key Performance Indicators and CCR that have different weightings.

A performance bonus ranging from 5% to 14% of the all-inclusive remuneration package may be paid to an employee in recognition of outstanding performance. In determining the performance bonus the relevant percentage is based on the overall rating, calculated by using the applicable assessment-rating calculator; provided that

- I. A score of 130% to 149% is awarded a performance bonus ranging from 5% to 9% and
- II. A score of 150% and above is awarded a performance bonus ranging from 10% to 14%

In the case of unacceptable performance the employer shall-

- a) Provide systematic or developmental support to assist the employee to improve her performance; and
- b) After appropriate performance counseling and having provided the necessary guidance and/or support and reasonable time for improvement in performance, and performance does not improve, the employer may consider steps to terminate the contract of employment of the Director on grounds of unfitness or incapacity to carry out his or her duties

A performance bonus for outstanding performance or an in-kind recognition of effective performance shall only be effected after,

- I. The annual report for the financial year under review has been tabled and adopted by the municipal council;
- II. An evaluation of performance in accordance with the provisions of regulation 23 and this contract; and
- III. Approval of such evaluation by the municipal council as a reward for outstanding performance or effective performance.

The increment for 2013/14 shall be based on clauses 7.2 and 7.3 of the General Manager's employment contract concluded between him and the Municipal Manager and the provisions of the Local Government: Municipal Performance Regulations for Municipal Managers directly accountable to Municipal Managers, 2006. The employer shall grant annual salary adjustment linked to a cost-of-living adjustment based on market indicators which is not performance based, upon the signing of performance contract. The increment shall only be effected only after this performance contract has been signed by the Director: Technical Services

4. EVALUATING PERFORMANCE

The evaluation of the employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

The annual performance appraisal will involve:

- I. Assessment of the achievement of results as outlined in the performance plan;
- II. Assessing the extent to which the specified standards or KPIs have been met with due regards to ad-hoc tasks that had to be performed under the KPAs and CCRs.

The criterion upon which the performance of the employee shall be assessed consists of two components, both of which shall be contained in the performance plan:-

- I. The employee must be assessed against both components, with a weighting of **80:20** allocated to the KPAs and the CCRs respectively;
- II. Each area of assessment will be weighted and will contribute a specific part to the total score.

A five-point rating scale to be used for both KPAs and CCRs is the following:

Level	Terminology	Description	Rating				
			1	2	3	4	5
5	Outstanding Performance	Performance far exceeds the standard expected of an employee at this level. The key appraisal indicates that the employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.					
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.					
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.					
2	Performance not fully effective	Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half					

		the key performance criteria and indicators as specified in the PA and Performance Plan.					
1	Unacceptable performance	Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.					

KEY PERFORMANCE AREAS FOR DIRECTOR PLANNING AND DEVELOPMENT	WEIGHTING		SCORE
Basic Service Delivery	50	62,5%	
Local Economic Development and Social	10	12,5%	
Spatial and Environmental Analysis	10	12,5%	
Municipal Financial Viability and Management	10	12,5%	
TOTAL	80	100%	

The performance bonus payment shall be categorized in two bands with some ranges per band as per the applicable assessment rating calculator.

5. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as **Annexure “B”**.

6. CONSEQUENCE OF SUBSTANDARD PERFORMANCE

Where the employer, at any time during the General Manager’s employment, is not satisfied with the General Manager’s performance with respect to any matter dealt within this Agreement, the employer will give notice to the Director to attend a monitoring and review meeting.

The Director will have the opportunity at the meeting to satisfy the Municipal Manager or the monitoring and evaluation team of the measures being taken to ensure that his performance becomes satisfactory and any program, including any dates, for implementing these measures.

7. RULING LANGUAGE

The contract is made out in the English language, which shall be the ruling language. All correspondence between the parties to this contract and all reports and documents pertaining to this contract shall be in English language.

8. TERM OF CONTRACT

This contract shall be deemed to have been entered into on the 1st of July 2013 and will expire on the 30th of June 2014.

LIMITATIONS OF THE CONTRACT

This contract is an agreement between the employer and the Director about the expected performance of the latter during the specified term. This contract is subject to the employment contract which the Director entered into on accepting her position and to South African legislation. In the case of any ambiguity, the employment contract shall prevail over this performance contract. Nothing contained in this Agreement in any way limits the right of the employer to terminate the General Manager's contract of employment with or without notice for any other breach by the Director of his obligations to the Municipality or for any other valid reason in law.

9. MONITORING AND EVALUATION

The monitoring and performance reviews for each quarter as determined in the Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers, 2006 shall be comprised of the Municipal Manager, and their brief will be to assess the performance of the Director in line with the performance requirements as outlined in Annexure "A" of this contract. Despite the in-year reviews, the employer shall establish an assessment team to conduct an annual performance review. The team to conduct an annual assessment shall be composed as follows:

- I. Municipal Manager
- II. Chairperson of the performance/audit committee
- III. Member of the executive committee
- IV. Municipal Manager from one of the local municipalities in our jurisdiction
- V. Director: Technical Services, for the purpose of providing secretariat services to the team.

10. DISPUTE RESOLUTION

In case of disputes, which cannot be resolved through negotiations and mediation, the employee has a right to refer the case to the Mayor who must settle the case within thirty (30) days of receipt of a formal written dispute referral. The decision of the Mayor shall be deemed final and binding on both parties.

11. JURISDICTION

Regardless of the place of execution, performance or domicile of the parties, this contract and all modifications and amendments hereof shall be governed by and construed under and in accordance with the laws of the Republic of South Africa.

12. WHOLE AGREEMENT

The parties to this contract agree that this contract constitutes the whole agreement and arrangement for the performance of the Director with effect from 01 July 2013. No agreement, varying, adding to, deleting from or canceling this contract, shall be effective unless reduced to writing and signed by both parties. The following appendices attached to this contract will have the same force and effect as if they were written in this section of the contract:

- ANNEXURE A: PERFORMANCE PLAN**
- ANNEXURE B: PERSONAL DEVELOPMENT PLAN**
- APPENDIX 1: OBLIGATIONS OF PARTIES AND UNFORESEEN CONDITIONS**
- APPENDIX 2: COMMITMENT OF TEAM DIRECTLY REPORTING TO THE DIRECTOR TECHNICAL SERVICES**
- APPENDIX 3: DECLARATION/DISCLOSURE FOR GENERAL MANAGER**

SIGNED at _____ this _____ day of _____ 2012

GENERAL MANAGER

Signature: _____

Name Printed: _____

WITNESSES

1. Signature: _____ Name Printed: _____

2. Signature: _____ Name Printed: _____

FOR AND ON BEHALF OF UMUZIWABANTU LOCAL MUNICIPALITY

MUNICIPAL MANAGER

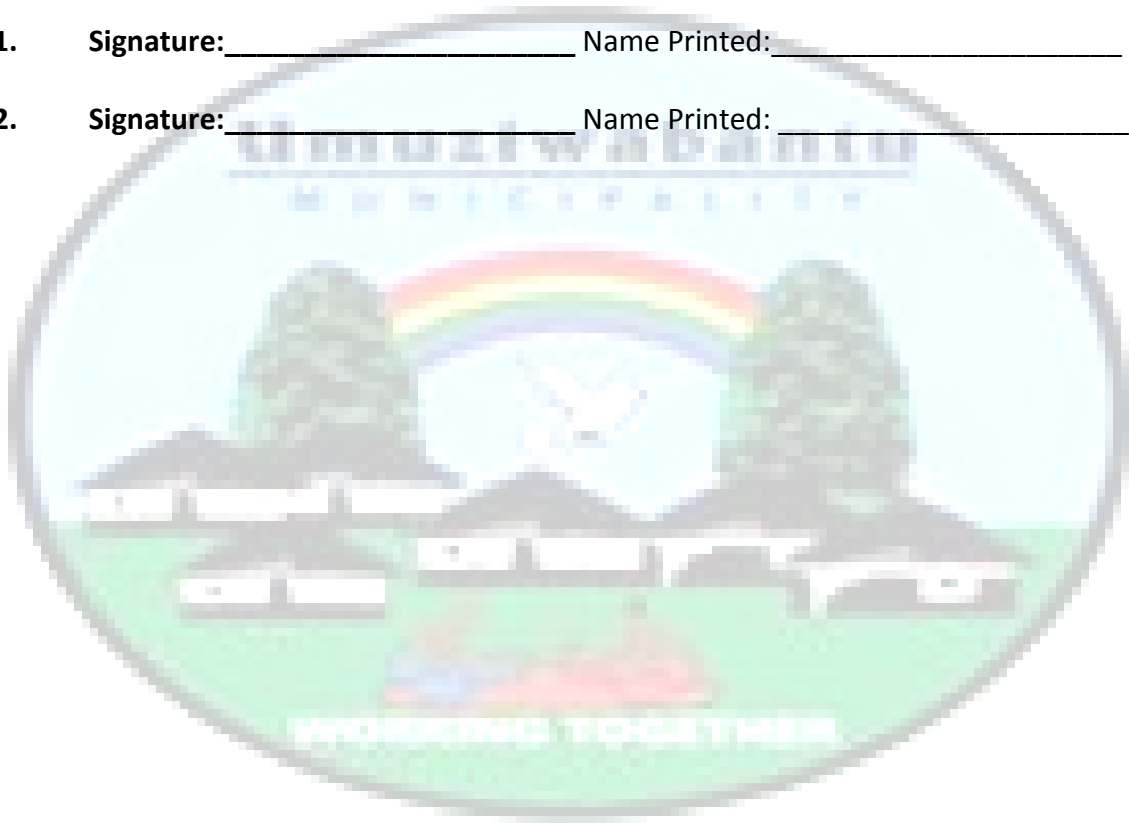
Signature: _____

Name Printed: _____

WITNESSES

1. Signature: _____ Name Printed: _____

2. Signature: _____ Name Printed: _____



ANNEXURE "A"

PERFORMANCE PLAN FOR 2013/2014

13. KEY PERFORMANCE AREAS (KPAs) (80)

14.1 BASIC SERVICE DELIVERY (50)

MEASURABLE OBJECTIVES/OUTPUT	KPI's	TARGET	MEANS OF VERIFICATION	ACHIEVED /NOT ACHIEVED/ PARTIALLY ACHIEVED	ACTUAL	COMMENT	WEIGHTING	SCORE
Upgraded 10kms of internal gravel roads - Shabalala to Shangase. Mbhuthuma to KwaJali.	No of km of Roads upgraded	3km	Progress report, completion certificates, close out report				10	
Installation of street lights	45 street lights	45 street lights	Progress report, completion certificates, close out report				10	
Rehabilitation of 2.1 Kms of Urban Roads – Shepstone str, Living str and Hancock street	No of km of Roads Rehabilitated	2.1km	Progress report, completion certificates, close out report				10	
Provide solid waste removal in Harding	Provide 100% waste removal	100%	reports				10	

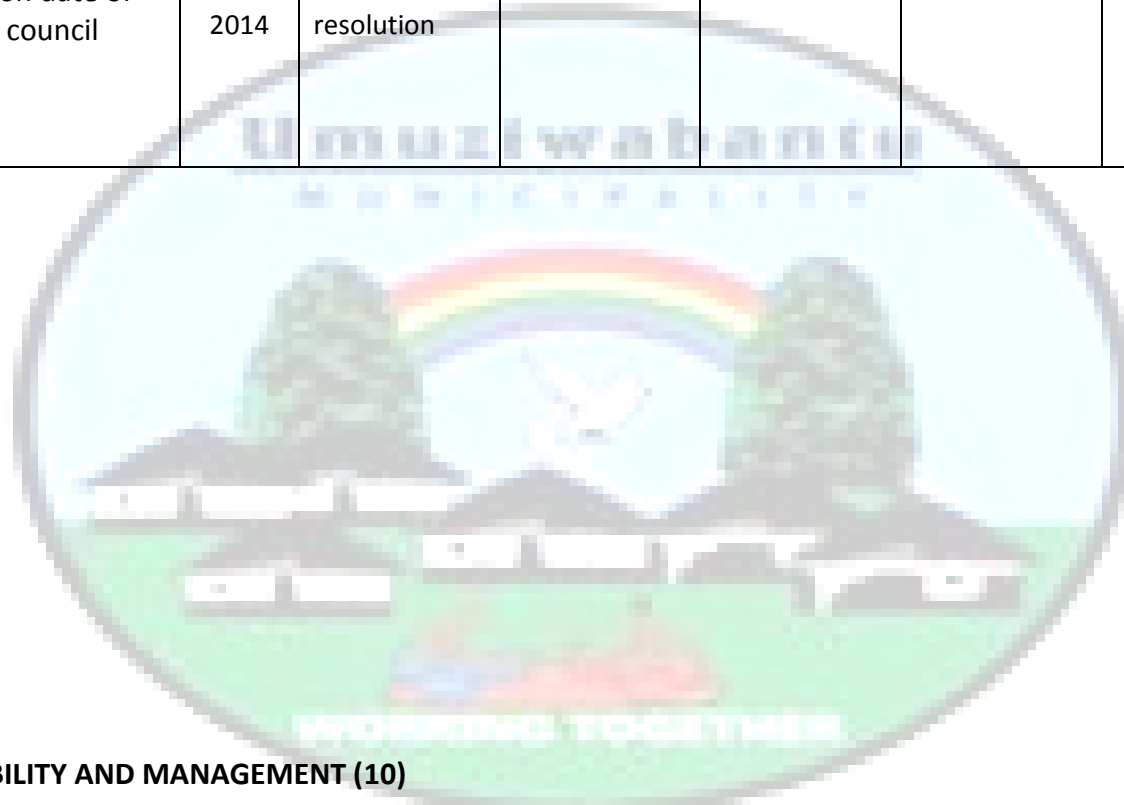
MEASURABLE OBJECTIVES/OUTPUT	KPI's	TARGET	MEANS OF VERIFICATION	ACHIEVED /NOT ACHIEVED/ PARTIALLY ACHIEVED	ACTUAL	COMMENT	WEIGHTING	SCORE
Town	in Town							
spent 100 on capital expenditure	percentage of municipal capital budget spent on capital project	100%	Financial Progress report				10	

14.2 LOCAL ECONOMIC DEVELOPMENT (10)

MEASURABLE OBJECTIVES/OUTPUT	KPI's	TARGET	MEANS OF VERIFICATION	ACHIEVED /NOT ACHIEVED/ PARTIALLY ACHIEVED	ACTUAL	COMMENT	WEIGHTING	SCORE
Jobs created through the municipality's Capital Projects	Number of Jobs created EPWP	250	register and reports				10	

14.4 SPATIAL AND ENVIRONMENTAL ANALYSIS (5)

MEASURABLE OBJECTIVES/OUTPUT	KPI's	TARGET	MEANS OF VERIFICATION	ACHIEVED /NOT ACHIEVED/PARTIALLY ACHIEVED	ACTUAL	COMMENT	WEIGHTING	SCORE
Ensure improvement and monitoring of town planning scheme	Adoption date of SDF by council	Dec 2014	Council resolution					



14.5 FINANCIAL VIABILITY AND MANAGEMENT (10)

MEASURABLE OBJECTIVES/OUTPUT	KPI's	TARGET	MEANS OF VERIFICATION	ACHIEVED /NOT ACHIEVED/PARTIALLY ACHIEVED	ACTUAL	COMMENT	WEIGHTING	SCORE

MEASURABLE OBJECTIVES/OUTPUT	KPI's	TARGET	MEANS OF VERIFICATION	ACHIEVED /NOT ACHIEVED/PARTIALLY ACHIEVED	ACTUAL	COMMENT	WEIGHTING	SCORE
Total of capital expenditure for Technical Services spent by percentage	Percentage spent	100%	Financial Reports				2	
Eliminate overspending of Operational expenditure by percentage	Percentage of overspending	0%	Financial Reports				2	
Eliminate Unauthorized expenditure by rand value	Rand value of unauthorized expenditure eliminated	R0.00	Financial Reports				2	
Eliminate irregular expenditure by rand value	Rand value of irregular expenditure eliminated	R0,00	Financial Reports				2	
To eliminate fruitful and wasteful expenditure by rand value	Rand value of fruitful and wasteful expenditure eliminated	R0,00	Financial Reports				2	

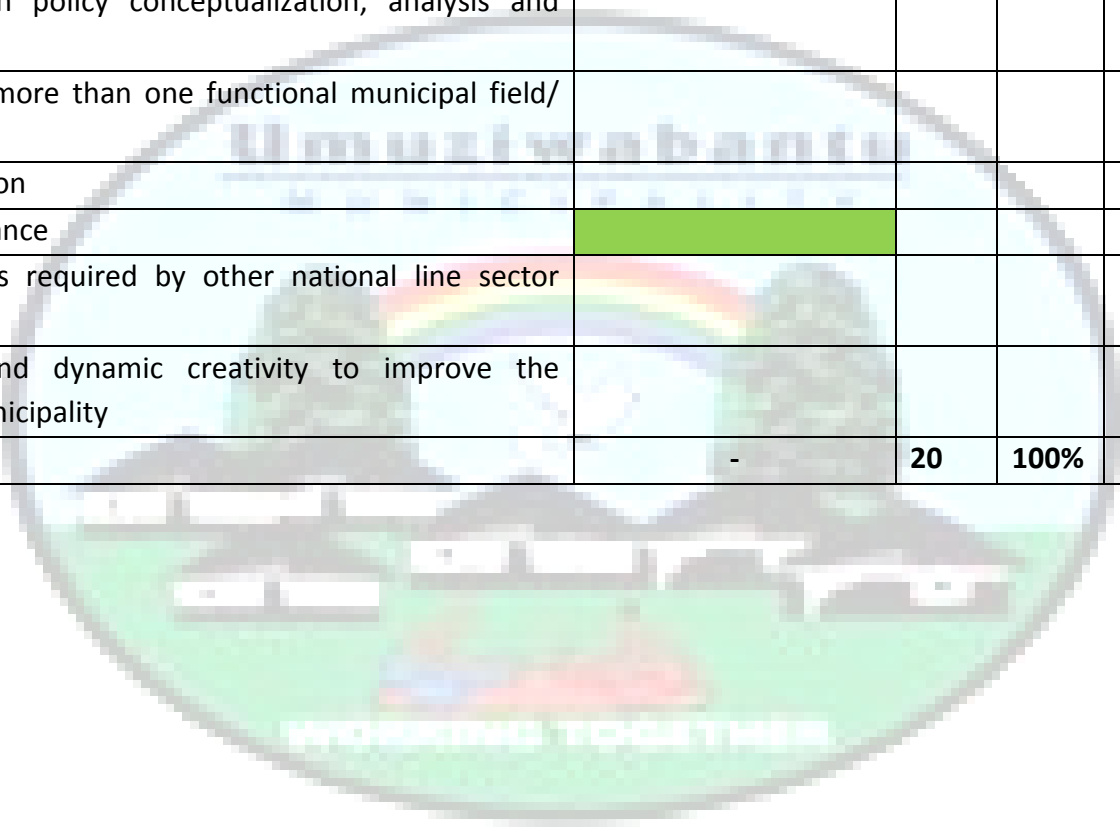
NB: All performance requirements have a deadline of 30 June 2014, unless stated otherwise in the requirement.

14.2. CORE COMPETENCIES REQUIREMENTS (CCRs)

SELECTED CORE COMPETENCIES REQUIREMENTS:

CORE COMPETENCIES REQUIREMENTS (CCRs) FOR EMPLOYEES (CCR)				
CORE MANAGERIAL AND OCCUPATIONAL COMPETENCIES	Indicate Choice by	Weight		Score
CORE MANAGERIAL COMPETENCIES	✓			
15.1 Financial Management	Compulsory ✓	2	10%	
15.2 People Management and Empowerment	Compulsory ✓	2	10%	
15.3 Client Orientation and Customer Focus	Compulsory ✓	2	10%	
15.4 Knowledge Management				
15.5 Change Management				
15.6 Programme and Project Management		2	10%	
15.7 Communication				
15.8 Strategic Capability and Leadership	✓	1	5%	
15.9 Service Delivery Innovation	✓	1	5%	
15.10 Problem Solving and Analysis	✓			
15.11 Honesty and Integrity				
CORE OCCUPATIONAL COMPETENCIES				
15.12 Knowledge of Developmental Local Government	✓	4	20%	
15.13 Knowledge of Performance Management and Reporting	✓	4	20%	
15.14 Competence in Self Management	✓	2	10%	
15.15 Knowledge of global and South African specific political,				

social and economic contexts				
15.16 Interpretation of and implementation within the legislative and national policy frameworks				
15.17 Competence in policy conceptualization, analysis and implementation				
15.18 Knowledge of more than one functional municipal field/ discipline				
15.19 Skills in Mediation				
15.20 Skills in Governance				
15.21 Competence as required by other national line sector departments				
15.22 Exceptional and dynamic creativity to improve the functioning of the municipality				
Total percentage	-	20	100%	



ANNEXURE “B”

PERSONAL DEVELOPMENT PLAN

NAME : MAREK GUZOWSKI

JOB TITLE : DIRECTOR: TECHNICAL SERVICES

EMPLOYER : UMUZIWABANTU LOCAL MUNICIPALITY

COMPETENCY TO BE ADDRESSED	PROPOSED ACTIONS	RESPONSIBILITY	TIME-FRAME	EXPECTED OUTCOME
Staff management skills	Enroll for a short course that will better equip me with skills to manage, motivate and build great team of staff.	MFMP	2013/ 2014 Financial Year	More effective, disciplined and motivated staff.
Understanding of labour relations Acts and related legislations	Enrolment for a short course in Labour Relations is essential to enhance my understanding of day to day staff management.	MFMP	2013 / 2014 Financial Year	Improved staff management

1. Obligations of the Employer (Key Assumptions)

1.1 Office Accommodation

During the full period of the performance agreement the employer shall provide adequate office accommodation for the General Manager. The occupational cost including the attendant ground rent obligations will be borne by the Employer.

1.2 Personnel

The employer shall be required to hire support staff to help the Director.

1.3 Facilities and Equipment

1.3.1 During the full period of the performance contract, the employer shall avail to the Director all existing facilities and equipment which he will need in executing his duties.

1.4 Other provisions

1.4.1 Approvals

The Employer shall make a decision/comment on items submitted for approval/comment within two (2) week of receipt of the items.

1.4.2 Tasks to the Employer

The employer undertakes to execute all crucial activities that fall under his responsibility as required by this contract in order not to derail the continuity of office operations. If there is failure on the employer's part and the Director feels that the attainment of targets of this contract is at stake, the two parties will meet and agree on the way forward.

1.4.3 Substitution of the Director

The employer reserves the right to take appropriate action to replace the Director as per employment contract of the Director.

2 Obligations of the Director

2.1 Conditions of service

2.1.1 The Director shall be the Head of Technical Services, subject to the conditions of service as stipulated by the employer. The conditions of service of the Director shall include but not restricted to:

2.1.1.1 Setting of specific of targets for employees reporting to him.

2.1.1.2 Advise Municipal Manager on all matters including progress made in the implementation of the annual service delivery and budget implementation plan.

- 2.1.1.3 Setting and monitoring of performance indicators for the department and execute corrective measures as and when necessary.
- 2.1.1.4 Ensuring that the department's office assets are in a good working condition.
- 2.1.1.5 Provision of high quality service within the department in a cost effective manner within agreed time frames.
- 2.1.1.6 Completing and submitting performance reports for the *department*, to the Municipal Manager on a quarterly basis for information and reviewal purposes.
- 2.1.1.7 Assessing performance reports for designated staff where necessary.
- 2.1.1.8 Preparation of the department's budget and once approved, adhering to it.
- 2.1.1.9 Implementing strategies to improve the reporting systems of the department.
- 2.1.1.10 Attending meetings and other occasions on behalf of the department.

- 2.1.2 The Director shall ensure that the municipal staff has access and is well informed about the disciplinary procedure of the municipality.
- 2.1.3 Making recommendations to the Municipal Manager to appoint staff in the department's function as the need arises.
- 2.1.4 Determining the optimum staff level necessary for the accomplishment of targets and advising the employer on reduction or increase of staff in the office. Staff restructuring or reduction will utilize the existing municipal 'staff pool' as will be mutually agreed between the employer and the Director in fulfillment of the current staff reduction/retainment policy. If such staff is to be laid off due to the staff reduction policy, the cost of severance and other terminal benefits shall be borne by the employer as required by the Labour Laws of RSA.
- 2.1.5 Carrying out all the necessary office staff training as shall be mutually agreed with the employer.

- 2.2 Standard of Service
 - 2.2.1 The Director shall exercise all his skills, reasonable care, responsibility and diligence in discharge of her duties under this contract. The Director shall do so with sound professional conduct in accordance with generally accepted standards.

 - 2.2.2 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Director in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

2.3 **Supervision of Personnel in the Municipality**

The Director undertakes to supervise personnel in the office. If he is dissatisfied with performance of any staff, provisions of the relevant internal policy and legislative framework of RSA shall apply.

2.4 **Targets and Milestones**

2.4.1 The Director shall do all in his power to achieve the targets and milestones indicated in the municipal IDP, SDBIP and Performance Management System.

2.4.2 The Director undertakes to achieve the parent targets, which shall be directly related to the expected improvement in the level of services and therefore improvement in the quality of life within the municipality. The parent targets are those defined as performance requirements in Section 4 of this contract.

2.5 **Reporting**

2.5.1 The Director shall submit detailed quarterly reports on the operation of the department to the employer. The reports shall include details of achievement of targets and milestones for that quarter for information purposes. The quarterly report should reach the employer within one month after the quarter in question has lapsed.

2.5.2 The Director also undertakes to submit any other report/s as required by the employer.

2.6 **Expenditure**

The Director shall be responsible for the implementation of the approved operational and capital budget of the department.

2.7 **Maintenance of Assets (fixed and movable) in the Municipality**

The Director shall assist the Municipal Manager in the maintenance of assets in the department with the Municipal manager having authority to enter into service contracts with service providers to carry out such maintenance.

2.8 **Purchases**

2.8.1 The Director undertakes to utilize the most recently approved Municipal Supply Chain Management Policy (SCM) to handle all procurement within the municipality, according to the provisions of this contract. No procurement shall be allowed to proceed outside of the approved SCM policy, and the Municipal Internal Audit shall ensure that no payments are effected contrary to this arrangement.

2.9 **Books and Records**

The Director shall keep accurate books and records of all finance operations and shall permit the employer to inspect them and make copies where necessary.

2.10 **Financial Procedures**

2.10.1 Financial year shall commence on the 1st July 2013 and end on the 30th June 2014, such period defined as the financial year shall be used for purposes of budgets, expenditures, cash flows and other operational requirements.

2.10.2 The employer reserves the right to ensure that finances are operated in accordance with the government's financial regulations and can utilize the services of an auditor in this regard.

2.10.3 The Director must ensure strict adherence of all approved municipal financial policies, including issues of cost effectiveness, cost efficiency and over expenditure.

2.11 **Budget**

2.11.1 During the budget process the Director shall make the necessary submissions to Treasury reflecting the projected financial needs of his department for the following financial year.

2.11.2 The approval of the departmental budget shall constitute the authority to the Director to incur expenditure accordingly and in line with the performance targets indicated in this performance contract.

2.12 **Liability**

The Director shall be responsible towards the municipality for the performance of services in accordance with the provisions of this contract, subject to the following limitation.

2.12.1 The Director shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission, of any personnel in his department in the course of duty or anybody subcontracted by the municipality.

3. **OTHER PROVISIONS**

3.1 **Unforeseen conditions**

There may be some unforeseen conditions necessary for the success of this performance contract. If either party discovers such circumstances, during the course of operation of this performance contract, the matter shall be brought to the attention of the other, in writing. A meeting, whose timing shall be mutually agreed, shall then be convened to discuss the outstanding issues. The minutes of such a meeting shall form an addendum to this contract.

Commitment of Management Team reporting directly to the Director: Technical Services

We, Kgomotso Letebele; Rueben Ndlovu and Sibonelo Ngcobo, hereby make this commitment to support the Director: Technical Services, Marek Guzowski, to achieve targets as set in this performance contract between him and the employer. As support managers, we understand that his targets are impossible to achieve without our full support and co-operation. We, therefore, accept both our individual and collective responsibilities towards the attainment of the set targets.

1. **Signed by** _____

Mr Kgomotso Letebele

MANAGER: PROJECT MANAGEMENT UNIT

2. **Signed by** _____

Mr. Rueben Ndlovu

MANAGER: PROTECTION SERVICES

3. **Signed by** _____

Mr. Sibonelo Ngcobo

MANAGER: TOWN PLANNING AND DEVELOPMENT





TECHNICAL SERVICES HOUSING AND DEVELOPMENT PLANNING										
G2.1	To ensure provision of affordable housing for rural communities	Provision of low cost housing – construction of houses in KwaJali	Number houses to be constructed	40	40	N/A	N/A	N/A	R6192698.09	
G2.1	To ensure provision of affordable housing for rural communities	Provision of low cost housing Construction of houses in Bashaweni	Number of houses to be constructed	248	124	124	N/A	N/A	R20211270.36	
G2.1	To ensure provision of affordable housing for rural communities	Provision of low cost housing – construction of houses in KwaMbotho	Number of houses to be constructed	480	120	120	120	120	R73236295.68	

		ties								
G2.1		To ensure provision of affordable housing for rural communities	Provision of low cost housing – construction of houses in Kwamazakhele	Number of houses to be constructed	480	120	120	120	120	R91044825.04
G2.1		To ensure provision of affordable housing for rural communities	Provision of low cost housing – construction of houses in KwaFodo	Number of houses to be constructed	359	90	90	90	90	R50646019.80
DEVELOPMENT AND TOWN PLANNING										
G1.1		Ensure improvement and monitoring of town planning scheme	Processing of Development applications	30 Days turnaround time on all received applications	30 days turnaround time	30 days turnaround time	30 days turnaround time	30 days turnaround time	30 days turnaround time	N/A
	Basic Service	Ensure improve	Improve municipal	Adoption date of SDF by council	30 June 2014				Adoption date	R600000

	delivery and Infrastructure development	ment and monitoring of town planning scheme	town planning through implementation of spatial development framework							
G1.1		Ensure improvement and monitoring of town planning scheme	Promotion of orderly development within the municipal area implementation of wall to wall town planning scheme	Adoption date of town planning scheme	Feb 2014	N/A	N/A	Feb 2014	N/A	-
G1.1	Basic services Delivery and Infrastructure Development	Fast tracking of development applications management	Processing of Development applications	30 Days turnaround time on all received applications	30 days turnaround time	30 days turnaround time	30 days turnaround time	30 days turnaround time	30 days turnaround time	N/A

TRAFFIC DEPARTMENT										
	Basic services Delivery and Infrastructure Development	Enforcement of road traffic management act	Improvement of traffic control in town-registration and licensing of vehicles	Number of vehicles registered in rand value	R315000	R78750	R78750	R78750	R78750	-
		Enforcement of road traffic management act	Promotion road traffic laws	Number of learner bookings	1000	250	250	250	250	-
	Basic services Delivery and Infrastructure Development	To vigilantly plan and manage unforeseen natural disasters	Encourage a safe living environment through fire prevention awareness campaigns	Number of fire awareness campaigns to be conducted	4	1	1	1	1	-
		To vigilantly plan and manage unforeseen natural disasters	Create a safe living environment through fire inspection compliance	Number of inspection on buildings for compliance	20	5	5	5	5	-

			in buildings.							
		To vigilantly plan and manage unforeseen natural disasters	Create a safe living environment through disaster prevention campaigns	Number disaster prevention campaigns to be conducted	4	1	1	1	1	-
G1.2		To improve and protect the environmental assets.	Promote clean environment - Upgrade of the municipal Landfill site	Completion date	June 2014	N/A	N/A	N/A	Completion and operational June 2014	12.6mil
G2.1		Improvement of municipal roads to ensure accessibility and mobility within the municipality	Maintenance and upgrade of municipal roads - Construction of access road Shabalala to Shangase.	Number of KMs for construction	1.4 KMs	N/A	N/A	1.4 KM construction Completion	N/A	2.8mil

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G2.1	Basic services Delivery and Infrastructure Development	Improvement of municipal roads to ensure accessibility and mobility within the municipality	Maintenance and upgrade of municipal roads - Upgrade of Shepstone street	Number of KMs for construction	0.7 KMs	N/A	0.7 KMs	N/A	N/A	3.8mil
		Improvement of municipal roads to ensure accessibility and mobility within the municipality	Maintenance and upgrade of municipal roads - Construction of access road Mbhuthuma to Kwajali.	Number of KMs to be constructed	1.5 KMs	N/A	1.5 KMs construction completion	N/A	N/A	
	Basic services Delivery and Infrastructure Development	Improvement of municipal roads to ensure accessibility and	Maintenance and upgrade of municipal roads - Upgrade of Livingstone	Number of KMs for construction	1.4 KMs	N/A	N/A	1.4 KM construction completion	N/A	12mil

	ment	mobility within the municipality	and Hancock street							
		Ensure provision of electricity to local communities	Electrification of municipal streets - Installation of street lights on Livingstone road	Number of street lights for installation.	45	N/A	N/A	45 street light installation completion	N/A	1.2mil
	Basic services Delivery and Infrastructure Development	Ensure provision of electricity to local communities	Electrification of municipal streets - installation of electricity mast phase 1,2,3	Completion date of the project	June 2014	N/A	N/A	N/A	June 2014	2.6mil
		Provide universal access to alternative energy sources	Provide alternative energy solution through Solar Geysers'	Application process completion date	October 2013	October 2013	N/A	N/A	N/A	-
	Basic	Provide	Provide	Number of	2000	N/A	N/A	1000	1000	-

	services Delivery and Infrastructure Development	universal access to alternative energy sources	alternative energy solution through Solar Geysers'	geysers to be installed						
		Ensure provision of electricity to local communities	Upgrade of electricity substations	Number of energy meters to be installed	15	4	4	4	3	

