



## **PERFORMANCE AGREEMENT**

**Made by and entered into between**

**Director: Planning and Development  
(Velile Castro Makedama)**

**And**

**Manager Local Economic Development  
(Dumisani Mjokovana)**

**2024/2025 FINANCIAL YEAR**

## **ACRONYMS**

<b>SDBIP</b>	-	Service Delivery and Budget Implementation Plan
<b>BEE</b>	-	Black Economic Empowerment
<b>EXCO</b>	-	Executive Committee
<b>HOD</b>	-	Head of Department
<b>IDP</b>	-	Integrated Development Plan
<b>LED</b>	-	Local Economic Development
<b>MFMA</b>	-	Municipal Finance Management Act, No. 56 of 2003
<b>KPA</b>	-	Key Performance Area
<b>KPI</b>	-	Key Performance Indicators
<b>CCR</b>	-	Core Competency Requirements
<b>RSA</b>	-	Republic of South Africa
<b>SCM</b>	-	Supply Chain Management
<b>PDP</b>	-	Personal Development Plan
<b>PA</b>	-	Performance Agreement
<b>PP</b>	-	Performance Plan
<b>OPMS</b>	-	Organisational Performance Management System

## 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 months period which the organization determines as its budget year.

## GENERAL PROVISIONS

### 1. INTRODUCTION

- 1.1 The Employer has entered into a performance agreement with the **Local Economic Development Manager** for a period of (12) 12 months , from 01July 2024, ending on 30 June 2025.
- 1.2 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the **Local Economic Development Manager** reporting to the Director of Planning and Development representing the municipality, to a set of actions that will secure local government policy goals.
- 1.3 This performance agreement is between , **Local Economic Development**, and the **Director: Planning and Development**. It is for the 2024/ 2025 financial year only. The expected performance reflected in this agreement is based on the Integrated Development Plan of 2024/2025 reviewed, and the 2024/ 2025 Service Delivery and Budget Implementation Plan. The two afore-mentioned documents have been adopted as the working documents of Ingquza Hill Local Municipality and therefore, shall be the basis of performance assessment.

### 2. STRATEGIC OBJECTIVE

The **Local Economic Development** reports to the **Director: Planning and Development** and is accountable for administrative functions performed namely:

<b>Bulelwa Njilo</b>	<b>: Acting Agricultural Development officer</b>
<b>Bulelwa Njilo</b>	<b>: Fisheries and Forestry Office</b>
<b>Malwande Zweni</b>	<b>: Tourism Development Officer</b>
<b>Nandipha Malupali</b>	<b>: SMME Development Officer</b>

And any other functions as may be delegated by the **Director: Planning and Development**

### **3. PERFORMANCE BONUS & ANNUAL SALARY ADJUSTMENT**

If the **Manager Local Economic Development** achieves outstanding performance *in line with the ratings as contained in this agreement*, he shall qualify for the annual performance bonus in accordance with the performance management policy, budget availability and formulae, as well as the results of the performance evaluation agreed to in this agreement. 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 **Director Planning and Development** achievement or otherwise of the KPIs as reflected in this agreement.

**Annexure A** attached has listed Key Performance Areas (KPAs). These will be evaluated on a straight line bases. These performance areas will be worth 100%. The key performance indicators have different weightings; which weightings are then converted by the adopted rating calculator into the final weightings; which final weightings are to be assessed. The achievement of 95 to 100% percent shall be regarded as 100% bonus warranting, above 80 percent to 94 percent, as average and warranting 80% of performance bonus, above 50 percent to 79 percent shall warrant 50% of the performance bonus, and below 50 percent, shall require the employer to effect remedial measures that may include incapacity or disciplinary enquiry.

The above performance thresholds 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 agreement; and
- III. Approval of such evaluation by the Municipal Council as a reward for outstanding performance or effective performance.

### **4. EVALUATING PERFORMANCE**

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

The performance of the Employee in relation to his or her performance agreement must be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

Quarter	Review Period	Review to be completed by
1	July- Sep	October (informal)
2	Oct- Dec	January- February (Formal)
3	Jan- March	April (informal)
4	April- June	July- August (formal)

Most importantly, the municipality will develop a tool to measure performance on the five point rating system:

The ratings are explained as follows:

Rating	Terminology	Description
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 stand required for the job in the 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 accountability contract 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.
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The performance bonus payment shall be categorised in two bands with some ranges per band.

The first performance bonus (cash rewards) payment band ranges between 5% and 9% of the all-inclusive remuneration package, as follows:

- I. A score of 130% to 136%, to qualify for a 5% bonus;
- II. A score of above 136% to 142%, to qualify for a 7% bonus;
- III. A score of above 142% to 149%, to qualify for a 9% bonus.

The second performance bonus (cash rewards) payment band ranges between 10% and 14% of the all-inclusive remuneration package, as follows:

- I. A score of 150% to 155%, to qualify for a 10% bonus;
- II. A score of above 155% to 160%, to qualify for a 13% bonus;
- III. A score of above 160%, to qualify for a 14% bonus.

A performance bonus may not be paid on a pro-rata basis as the bonus is paid annually after complying with the legal requirements captured in this agreement and the applicable laws. The calculation of the bonus will be 14% of the total package of the negotiated package of the employee assessed (e.g. if the employee gets R100 000 total cost to the employer, R14 000 will constitute 100% of the performance bonus)

A level of performance achievement of below 50% shall warrant the employer to execute corrective measures that may include disciplinary measures due to incapacity.

4.1. The Employee must be assessed on his performance in terms of the performance indicators identified in the attached Performance Plan and include—

- (a) the Key Performance Areas; and
- (b) Core Managerial Competencies.

- 4.2. The Key Performance Areas will make up 80% of the Employee's assessment score, and will contain the following areas of which all of them are compulsory and weights must be allocated to each of them according to the scale of core and functional responsibilities:

Key Performance Areas (80% of Total)	Weighting
Municipal Transformation and Institutional Development	0
Local Economic Development	40
Financial Viability and Management	0
Good Governance and Public Participation	0
Basic Service delivery	60
Total	100%

- 4.3. The **Core Management Criteria** will make up the other 20% of the Employee's assessment scores

- 4.4. The **Core Competency Requirements** are deemed to be most critical for the Employee's specific job and only ten (10) of them should be selected from the list below including the compulsory CMC s as agreed to between the Employer and Employee:

No	Competency Required	Category	✓	Weight
1	Financial Management - Compulsory		X	10
2	People Management - Compulsory		X	10
3	Client orientation and Customer Care - Compulsory		X	10
4	Strategic Capability		X	10
5	Programme and Project Management	Core Managerial Competency	X	10
6	Change Management		x	10
7	Knowledge Management			
8	Service Delivery Innovation			
9	Problem Solving and Analytical Thinking		X	10
10	Communication			
11	Honesty and Integrity			

12	Competence in Self-Management			
13	Interpretation of and implementation within the legislative and national policy frameworks	X	10	
14	Knowledge of developmental local government		10	
15	Knowledge of Performance Management and Reporting	X	10	
16	Knowledge of global and South African specific political, social and economic contexts			
17	Competence in policy conceptualization, analysis and Implementation			
18	Knowledge of more than one functional municipal field/ Discipline			
19	Skills in Mediation			
20	Skills in Governance			
21	Competence as required by other national line sector Departments			
22	Exceptional and dynamic creativity to improve the functioning of the municipality			
TOTAL			100%	

Core Occupational Competencies

## 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 **Manager Local Economic Development** employment, is not satisfied with the performance with respect to any matter dealt with in this Agreement, the employer will give notice to the **Manager Local Economic Development** to attend a monitoring and review meeting.

The **Manager Local Economic Development** will have the opportunity at the meeting to satisfy the **Director Planning and Development** 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 agreement 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 AGREEMENT**

This agreement shall be deemed to have been entered into on the **1 July 2024** and will expire on the **30<sup>th</sup> of June 2025**. The parties will conclude a new performance agreement that replaces this agreement contract by not later than **31 July 2024**. This Agreement will terminate on the termination of the **Manager Local Economic Development** contract of employment.

## **9. LIMITATIONS OF THE CONTRACT**

This contract is an agreement between the employer and the **Manager Local Economic Development** about the expected performance of the latter during the specified term. This contract is subject to the employment contract which the **Manager Local Economic Development** entered into on accepting his position and to the South African legislation. In the case of any ambiguity, the employment contract shall prevail over this performance agreement. Nothing contained in this Agreement in any way limits the right of the employer to terminate the **Manager Local Economic Development** contract of employment for any other breach by the **Manager Local Economic Development** of his obligations to the Municipality or for any other valid reason in law.

## **10. MONITORING AND EVALUATION**

Despite the in-year reviews, the employer shall establish an assessment team to conduct an annual performance review; the team shall be composed as follows:

- I. Director of Planning and Economic Development and
- II. A member of the Portfolio Committee.

The **Director of Planning and Development** (Nominee) shall provide secretariat services to the assessment team referred to above.

## **11. 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 **Municipal Manager** who must settle the case within thirty (30) days of

receipt of a formal written dispute. The decision of the **Municipal Manager** shall be deemed final and binding on both parties.

## **12. 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.

## **13. WHOLE AGREEMENT**

The parties to this contract agree that this contract constitutes the whole agreement and arrangement for the performance of the **Manager Local Economic Development** with effect from **01 July 2024**.

No agreement, varying, adding to, deleting from or canceling this contract, shall be effective unless reduced in writing and signed by both parties. The following annexures and appendices attached to this contract will have the same force and effect as if they were written in this section of the contract:

<b>ANNEXURE A:</b>	<b>PERFORMANCE PLAN</b>
<b>ANNEXURE B:</b>	<b>PERSONAL DEVELOPMENT PLAN</b>
<b>ANNEXURE C:</b>	<b>DECLARATION OF INTEREST</b>
<b>APPENDIX 1 :</b>	<b>COMMITMENT OF SUPPORT TEAM</b>
<b>APPENDIX 2 :</b>	<b>OBLIGATIONS OF THE EMPLOYER</b>

SIGNED at Lusikisiki this .....day of 1 **July 2024**

**MANAGER: LOCAL ECONOMIC DEVELOPMENT**

Signature: \_\_\_\_\_



**Name Printed: Dumisani Mjokovana**

**WITNESSES**

1. Signature:  Name Printed: NOMBANGA, N

2. Signature:  Name Printed: KWEZA, M.Z

**FOR AND ON BEHALF OF INGQUZA HILL LOCAL MUNICIPALITY**

**DIRECTOR: PLANNING AND DEVELOPMENT**

Signature: 

Name Printed: V.C MKEBANA

**WITNESSES**

1. Signature:  Name Printed: A. Homa

2. Signature:  Name Printed: N. MBHUNGELEWA

## ANNEXURE "A"

### PERFORMANCE PLAN

#### 14. KEY PERFORMANCE AREAS (KPAS) FOR 2024/25)

##### 14.1 Basic Service delivery

PROJECT	BASELINE	KEY PERFORMANCE AREA	ANNUAL TARGET	QUARTERLY				TOTAL BUDGET	MEANS OF VERIFICATION	WEIGHTING
				Quarter 1	Quarter 2	Quarter 3	Quarter 4			
Provision of inputs for crop producers	The dept provided inputs to 10 producers	3.1.1. Number of crop producers to be supported with inputs	10	N/A	R1 500 000	N/A	N/A	R1 500 000	Delivery note. acknowledgement of receipt by recipients and ward councillor and closeout report	10
Fencing of 4 Agricultural projects (Wards 2, 12, 21 (Ingwe farm) and 23 (Mbotyi c/storage) and 32	The project was non-responsive and subsequently delayed commencement. The project had to be rolled over	3.1.2. Number of hectares fenced	4ha	4	R800 000	N/A	N/A	R800 000	Completion certificate and closeout report	25
Fencing of 4 Agricultural projects (Wards 2, 12, 21 (Ingwe farm) and 23 (Mbotyi c/storage) and 32	4 Agric fields have been fenced since 2022	3.1.3. Number of hectares to be fenced	8ha	N/A	R500 000-4ha	R500 000-4ha	N/A	R1 000 000	Progress report and completion certificate	25
Installation of irrigation systems/boreholes (Wards 20 and 28)	the project was to be completed in 2023-24, but there were delays with	3.1.3. Number of irrigation systems to be provided	2	N/A	N/A	3	N/A	R 900 000	Completion certificate and closeout report	



Attend annual tourism trade show to promote local tourist attractions	4 annual trade shows have been attended since 2021	3.3.2. Number of trade shows to be attended	1	N/A	N/A	N/A	N/A	1	R450 000	Attendance registers and report	
Conduct feasibility study and business plan for tourism around Hombé Dam.	Tourism Development has been used as a guide	3.3.3. % completion of feasibility study and business plan	100%	N/A	30%	70%	100%		R350 000	Final feasibility study and business plan	
Construction of the access track and	Access track to the viewing deck	3.3.4. % completion of access track and rehabilitated viewing deck.	100%	85%	N/A	N/A	N/A			Completion certificate for access track and closeout report	
Construction of livestock trading kraals and cages	16 hawkers have been assisted with stalls	3.4.1. Number of livestock trading kraals and cages to be constructed	16	N/A	N/A	8	8		R800 000	Completion certificate and closeout report	
Provision of funding support to local enterprises	The project is a rollover from 2023-24.	3.4.2. Number of local enterprises supported with funding	12	12	N/A	N/A	N/A		R2 000 000	Delivery notes, acknowledgment letters from beneficiaries, and report	
Develop trade and investment strategy	LED Strategy is a guiding document	3.4.3. % completion of trade and investment strategies developed	100%	N/A	30%	70%	N/A		R350 000	Closeout report and completed strategy	
Procurement of business licensing machine/equipment	LED Strategy is a guiding document	3.4.4. Number of business licensing machines/equipment to be installed	1	N/A	N/A	N/A	N/A	1	R300 000	Delivery note and closeout report	
Host pop up markets	3 pop up markets have been held in 2023-24	3.5.5. Number of hosted Pop-up markets	3	1	N/A	N/A	N/A	2	R80 000	Attendance Register and Report	
Support cannabis cooperatives with licences	LED strategy	3.5.6. Number of cannabis cooperatives supported with licences	2	N/A	N/A	N/A	N/A	2	R100 000	Report and 2 finalised licences	

## 14.2. INSTITUTIONAL DEVELOPMENT AND TRANSFORMATION

## 14.3. LOCAL ECONOMIC DEVELOPMENT

PROJECT	BASELINE	KEY PERFORMANCE AREA	ANNUAL TARGET	QUARTERLY				TOTAL BUDGET		MEANS OF VERIFICATION	WEIGHTING
				Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total Budget	Total Budget		
Provision of inputs for crop producers	The dept provided inputs to 10 producers	3.1.1. Number of crop producers to be supported with inputs	10	N/A	R1 500 000	N/A	N/A	R1 500 000	R1 500 000	Delivery note. acknowledgement of receipt by recipients and ward councillor and closeout report	10
Fencing of 4 Agricultural projects (Wards 2, 12, 21 (Ingwe farm) and 23 (Mbotyi c/storage) and 32	The project was non-responsive and subsequently delayed commencement. The project had to be rolled over	3.1.2. Number of hectares fenced	4ha	4	R800 000	N/A	N/A	R800 000	R800 000	Completion certificate and closeout report	25

Fencing of 4 Agricultrual projects (Wards 2, 12, 21 (Ingwe farm) and 23 (Mbotyi c/storage) and 32)	4 Agric fields have been fenced since 2022	3.1.3. Number of hectares to be fenced	8ha	N/A	R500 000-4ha	R500 000-4ha	N/A	R1 000 000	Progress report and completion certificate	25
Installation of irrigation systems/boreholes (Wards 20 and 28)	the project was to be completed in 2023-24, but there were delays with appointing a service provider due to non-responsiveness	3.1.3. Number of irrigation systems to be provided	2	N/A	N/A	3	N/A	R 900 000	Completion certificate and closeout report	
Provide support to livestock farmers with chickens, piglets, feed, and medication	The dept has assisted 8 livestock farmers since 2022	3.1.4. Number of farmers supported with piglets, chickens, animal feed and medication				4	6+	R 1 000 000	Delivery note. acknowledgement of receipt by beneficiary and ward councillor and report	
Provision of rams to farmers with sheep	The dept has assisted 20 livestock farmers with rams in 2023/24	3.1.7. Number of farmers to be supported with rams	12	N/A	12	N/A	N/A	R120 000	Delivery note. acknowledgement of receipt by recipients and ward councillor and closeout report	
Support of farmers to attend Royal shows	4 farmers attended royal show to benchmark	3.1.8. Number of farmers attended royal show	1	N/A	N/A	N/A	1	R100 000	Attendance register and report	
Support beekeepers with equipment	Forestry development strategy is the guiding document	1.9. Number of beekeeping farmers to be supported with equipment	2	N/A	2	N/A	N/A	R300 000	Delivery note. acknowledgement of receipt by recipients and ward councillor and closeout report	
Support fishing cooperatives with cold storage	1 cooperative has been supported in 2023/24	1 cooperative has been supported in 2023/24	1	N/A	1	N/A	N/A	R1 000 000	Delivery note. acknowledgement of receipt by recipients and ward councillor and closeout report	
Support forestry cooperatives with harvesting equipment	Forestry development Strategy	3.2.2. Number forestry cooperatives to be supported with harvesting equipment	2	N/A	N/A	2	N/A	R300 000	Delivery note. acknowledgement of receipt by recipients and ward councillor and closeout report	



Support forestry cooperatives with firefighting equipment	Forestry development Strategy has been used as guide	3.2.3 Number of forestry cooperation to be supported by firefighting equipment	2	N/A	N/A	2	N/A	R300 000	Delivery note. acknowledgement of receipt by recipients and ward councillor and closeout report
Host 3rd annual tourism promotion event	2 Annual tourism events have been held	3.3.1. Number of tourism promotion events to be held	1	1	N/A	N/A	N/A	R1 000 000	Attendance Registers and report
Attend annual tourism trade show to promote local tourist attractions	4 annual trade shows have been attended since 2021	3.3.2. Number of trade shows to be attended	1	N/A	N/A	N/A	1	R450 000	Attendance registers and report
Conduct feasibility study and business plan for tourism around Hombe Dam.	Tourism Development has been used as a guide	3.3.3. % completion of feasibility study and business plan	100%	N/A	30%	70%	100%	R350 000	Final feasibility study and business plan
Construction of the access track and	Access track to the viewing deck	3.3.4. % completion of access track and rehabilitated viewing deck.	100%	85%	N/A	N/A	N/A		Completion certificate for access track and closeout report
Construction of livestock trading kraals and cages	16 hawkers have been assisted with stalls	3.4.1. Number of livestock trading kraals and cages to be constructed	16	N/A	N/A	8	8	R800 000	Completion certificate and closeout report
Provision of funding support to local enterprises	The project is a rollover from 2023-24.	3.4.2. Number of local enterprises supported with funding	12	12	N/A	N/A	N/A	R2 000 000	Delivery notes, acknowledgment letters from beneficiaries, and report
Develop trade and investment strategy	LED Strategy is a guiding document	3.4.3. % completion of trade and investment strategies developed	100%	N/A	30%	70%	N/A	R350 000	Closeout report and completed strategy
Procurement of business licensing machine/equipment	LED Strategy is a guiding document	3.4.4. Number of business licensing machines/equipment to be installed	1	N/A	N/A	N/A	1	R300 000	Delivery note and closeout report

Host pop up markets	3 pop up markets have been held in 2023-24	3.5.5. Number of hosted Pop-up markets	3	1	N/A	N/A	2	R80 000	Attendance Register and Report	
Support cannabis cooperatives with licences	LED strategy	3.5.6. Number of cannabis cooperatives supported with licences	2	N/A	N/A	N/A	2	R100 000	Report and 2 finalised licences.	

#### 14.5. GOOD GOVERNANCE AND PUBLIC PARTICIPATION

**ANNEXURE “B”**

**PERSONAL DEVELOPMENT PLAN**

**NAME:** DUMISANI MJOKOVANA  
**JOB TITLE:** MANAGER LOCAL ECONOMIC DEVELOPMENT  
**EMPLOYER:** INGQUZA HILL LOCAL MUNICIPALITY  
**FINANCIAL YEAR:** 2024/2025

Competency area to be addressed	Proposed actions	Responsibility	Time-frame	Expected outcome
Business Management	Training	Employer	2024/2025	To have an improved understanding and knowledge of Business Management for better monitoring and evaluation as well as advising smmes.
Human Resource Management	Training	Employer	2025/26	To have better understanding of human resource issues as i also lead some workers.



## ANNEXURE "C"

### DECLARATION OF INTEREST

#### APPENDIX 1

#### **Commitment of Support Team reporting directly to the Manager Local Economic Development**

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We hereby make this commitment to support the **Manager Local Economic Development, Dumisani Mjokovana** to achieve targets as set in this performance agreement between him and the employer. As support staff, 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  
NAME  
POSITION



B. Njilo  
Acting Agricultural Development Officer

2. Signed by  
NAME



B. Njilo  
Forestry and Fisheries Officer

3. Signed by  
NAME  
POSITION



M. Zweni  
Tourism Development Officer

4. Signed by  
NAME  
POSITION



NNN. Malupali  
SMME Development Officer

## **APPENDIX 2**

### **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 Manager Local Economic Development. 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 reporting directly to the Manager Local Economic Development.

#### **1.3 Facilities and Equipment**

1.3.1 During the full period of the performance agreement, the employer shall avail to the **Manager Local Economic Development** 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) weeks 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 department operations. If there is failure on the employer's part and the Manager Planning and Development 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 **Manager Local Economic Development**

The employer reserves the right to take appropriate action to replace the **Manager Local Economic Development** as per employment contract.

## **2 OBLIGATIONS OF THE MANAGER LOCAL ECONOMIC DEVELOPMENT**

### **2.1. Conditions of service**

The **Manager Local Economic Development** shall report to the **Director: Planning and Development**, subject to the conditions of service as stipulated by the employer. The conditions of service of the Manager Local Economic Development shall include but not be restricted to:

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

2.1.1.2 Advise **Director of Planning and Development** on all matters including progress made in the implementation of the SDBIP.

2.1.1.3 Assist in setting and monitoring of performance indicators for the Planning and Development Department and execute corrective measures as and when necessary.

2.1.1.4 Assist in ensuring that the departmental 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 Assist in assessing performance reports for Planning and Development staff where necessary.

2.1.1.7 Assist in the preparation of the annual budget and once approved, adhering to it.

2.1.1.8 Assist in implementing strategies to improve the morale of staff.

2.1.1.9 Attending meetings and other occasions on behalf of the department as delegated by the **Director of Planning and Development**

2.1.2 The **Manager Local Economic Development** shall ensure that his staff has access and are well informed about the disciplinary procedure of the municipality.

2.1.3 Making recommendations to the **Director of Planning and Developemnt** to hire staff in the Planning and Development Department as the need arises.

2.1.4 Assist in determining the optimum staff level necessary for the accomplishment of targets and advising the employer on reduction or increase of staff in the department. Staff restructuring or reduction will utilize the existing municipal 'staff pool' as will be mutually agreed between the employer and the *Manager Local Econmic Development* in fulfillment of the current staff reduction 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 Assist in carrying out all the necessary departmental staff training as shall be mutually agreed with the employer.

## 2.2 Standard of Service

2.2.1 The shall exercise all his skills, reasonable care, responsibility and diligence in discharge of his duties under this agreement. The **Manager Local Economic Development** 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 *Manager Local Economic Development* 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 *Manager Local Economic Development* undertakes to supervise personnel in her division. 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 **Manager Local Economic Development** shall do all in her power to achieve the targets and milestones indicated in the municipal IDP and Performance Management System.

2.4.2 The the **Manager Local Economic Developement** undertakes to achieve the planned 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 agreement.

## 2.5 Reporting

2.5.1 **The Manager Local Economic Development** shall submit detailed monthly, quarterly, midterm and annual reports on the operation of the **Local Economic Development Devission** to the **Director: Planning and Development**. The reports shall include details of achievement of targets and milestones for that quarter for information purposes including portfolio of evidence. The quarterly report should reach the employer within one month after the quarter in question has lapsed.

2.5.2 **The Manager Local Economic Development** also undertakes to submit any other report/s as required by the **Director: Planning and Development**.

## 2.6 Expenditure

**The Manager Local Economic Development** shall be responsible for the implementation of the approved operational and capital budget of the Human Resources Management of the Corporate Services Department as delegated by the **Director: Planning and Development**.

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

**The Manager Local Economic Development** shall assist the **Director: Planning and Development** 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 Manager Local Economic Development** 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 agreement. No procurement shall be allowed to proceed outside of the approved SCM policy, and the Municipal Internal Auditor shall ensure that no payments are effected contrary to this arrangement.

## 2.9 Books and Records

**The Manager Local Economic Development** 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 1<sup>st</sup> July 2021 and end on the 30<sup>th</sup> June 2022, 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 **IHLM policies** and can utilize the services of an Auditor in this regard.

2.10.3 The the **Manager Local Economic Development 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 **Manager Local Economic Development** shall make the necessary submissions to the **Director: Planning and Development** 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 the **Manager Local Economic Development**.

2.11.3 To incur expenditure accordingly and in line with the performance targets indicated in this performance contract.

2.12 Liability

The ***Manager Local Economic Development*** 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 ***Manager Local Economic Development*** 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 agreement. If either party discovers such circumstances, during the course of operation of this agreement, the matter shall be brought to the attention of the other, in writing. A meeting, whose timing shall be mutually agreed upon, shall then be convened to discuss the outstanding issues. The minutes of such a meeting shall form an addendum to this contract.