



a world class African city

PERFORMANCE AGREEMENT

Made and entered into by and between

THE CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY

("the City")

(Represented by Trevor Fowler, City Manager, duly authorised by
Municipal Council Resolution)

and

Hlula Msimang

("the Head of Department ")

for the financial year: 1 July 2016 to 30 June 2017

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1. INTRODUCTION

- 1.1 The City has entered into a contract of employment with the Head of Department for a period of 5 years 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 Systems Act, read with the contract of employment concluded between the parties, requires the parties to conclude an annual performance agreement.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Head of Department reporting to the City Manager, to a set of actions that will secure local government policy goals.

2. PURPOSE OF THIS AGREEMENT

- 2.1 The parties agree that the purpose of this Agreement is to:
- 2.1.1 comply with the provisions of Section 57(1)(b), 4(A), (4B) and (5) of the Systems act; and the employment contract entered into between the parties;
- 2.1.2 specify objectives and targets established for the Head of Department;
- 2.1.3 specify accountabilities as set out in the performance plan (scorecard) attached as Annexure 'A';
- 2.1.4 monitor and measure performance against set targeted outputs;
- 2.1.5 use the performance agreement and scorecard as the basis for assessing whether the employee has met the performance expectations applicable to his or her job;
- 2.1.6 in the event of outstanding performance, to appropriately reward the employee in accordance with the City's performance management policy; and
- 2.1.7 give effect to the City's commitment to a performance-orientated relationship with the Head of Department in attaining equitable and improved service delivery.

3. COMMENCEMENT AND DURATION

- 3.1 Notwithstanding the date of signature hereof, this Agreement will commence on the date of appointment of the Head of Department, and, subject to paragraph 3.3, will continue in force until a new performance agreement is concluded between the parties as contemplated in paragraph 3.2.
- 3.2 The parties will review the provisions of this Agreement during June each year. The parties will conclude a new performance agreement that replaces this Agreement at least once a year by not later than July each year.
- 3.3 This Agreement will terminate on the termination of the City Manager's contract of employment regardless of the reason for such termination.
- 3.4 The content of this agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.
- 3.5 If at any time during the validity of this agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this agreement are no longer appropriate, the contents shall be revised.

4. PERFORMANCE OBJECTIVES

- 4.1 The scorecard in Annexure "A" sets out:
- 4.1.1 the performance objectives and targets that must be met by the Head of Department; and
- 4.1.2 the time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure "A" (scorecard) are set by the City Manager and the Group Performance Audit Committee after



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consultation with the Head of Department and are based on the Growth and Development Strategy, Integrated Development Plan, Mayoral Priorities Service Delivery and Budget Implementation Plan (SDBIP) and Budget of the City, and include key objectives; key performance indicators; target dates and weightings.

- 4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 4.4 The Head of Department's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the City's Integrated Development Plan.

5. PERFORMANCE MANAGEMENT POLICY

- 5.1 The Parties record that the City has a Performance Management Policy, which may be amended from time to time. It describes the systems and procedures of performance management in the City in which the Head of Department will be required to engage in performing his job.
- 5.2 The Head of Department agrees to participate in the performance management system that the City adopts or introduces.
- 5.3 The Head of Department accepts that the purpose of the performance management policy and system is to provide a comprehensive system with specific performance standards to assist the City, City Manager and Head of Department to perform to the standards required.
- 5.4 The Head of Department undertakes to actively focus towards the promotion and implementation of the Key Performance Areas (KPAs) (including special projects relevant to the employee's responsibilities) within the local government framework.



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5.5 The Head of Department's assessment will be based on his or her performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the KPAs.

6. EVALUATING PERFORMANCE

6.1 It is recorded that in terms of the City's performance management policy and system, for purposes of evaluation of the performance of the Head of Department, a Group Performance Audit Committee / Performance Evaluation Panel has been established to assist the City Manager and in the process of evaluating the Performance of the Head of Department.

6.2 The performance of the Head of Department in relation to his or her performance agreement shall be reviewed on a quarterly basis as follows:

First quarter : July – September

Second quarter : October – December



Third quarter : January – March

Fourth quarter : April - June

6.3 The City Manager shall ensure that the Group Performance Audit Committee be convened to conduct review sessions on the performance of the Head of Department at least twice a year.

6.4 The City Manager shall ensure that a record is kept of the mid-year review and final review sessions.

6.5 Performance feedback shall be based on the assessment of the Head of Department's performance by the City Manager and Group Performance Audit Committee / Performance Evaluation Panel and may include recommendations for corrective steps to be taken to improve performance.

 
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- 6.6 The City will be entitled to review and make reasonable changes to the provisions of the performance plan (scorecard) from time to time for operational reasons. The Head of Department will be consulted before any such change is made.
- 6.7 Despite the establishment of agreed intervals for evaluation, the City Manager may, in addition, review the Head of Department performance at any stage while the contract of employment remains in force.
- 6.8 Personal growth and development needs identified during any performance review discussion must be documented and, where possible, actions agreed.
- 6.9 The annual performance appraisal will involve assessment of the achievement of results as outlined in the performance plan and each KPA and CCR should be assessed according to the extent to which the specified standards or performance indicators have been met.

7. OBLIGATIONS OF EMPLOYER

The City must -

- 7.1 Create an enabling environment to facilitate effective performance by the employee;
- 7.2 Provide access to skills development and capacity building opportunities;
- 7.3 Work collaboratively with the Head of Department to solve problems and generate solutions to common problems that may impact on the performance of the employee;
- 7.4 On the request of the Head of Department delegate such powers reasonably required by the Head of Department to enable him or her to meet the performance objectives and targets established in terms of the agreement; and


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7.5 Make available to the Head of Department such resources as the Head of Department may reasonably require from time to time to assist him or her to meet the performance objectives and targets established in terms of the agreement.

8. CONSULTATION

The City Manager agrees to consult the Head of Department timeously in respect of decisions which will have a significant impact on the performance of the duties of the Head of Department.

9. MANAGEMENT OF OUTCOMES

9.1 The evaluation of the Head of Department's performance will form the basis for rewarding performance or correcting unacceptable performance.

9.2 A performance bonus not exceeding 14% may be paid to the Head of Department in recognition of outstanding performance, in accordance with the City's policy and system referred to in this agreement.

9.3 An increase may be awarded to the Head of Department in accordance with the City's policy and system referred to in this agreement.

9.4 Should the Head of Department be entitled to a performance bonus referred to in paragraph 9.2, this will be paid out after the tabling of the annual report.

9.5 In the case of unacceptable performance, the City Manager shall provide systematic remedial or developmental support to assist the Head of Department to improve his or her performance.

9.6 Where the City Manager is, at any time during the Head of Department's employment, not satisfied with the Head of Department's performance with respect to any matter dealt with in this Agreement, the City Manager will give notice to the Head of Department to attend a meeting with the City Manager.

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9.7 The Head of Department will have the opportunity at the meeting to satisfy the City Manager of the measures being taken to ensure that the Head of Department's performance becomes satisfactory and any programme, including any dates, for implementing these measures.

9.8 Where there is a dispute or difference as to the performance of the Head of Department under this Agreement, the parties will confer with a view to resolving the dispute or difference.

10. DISPUTES

10.1 Any dispute arising out of this Agreement, shall be submitted to and determined by arbitration in accordance with the arbitration rules of an accredited private dispute resolution agency, as amended. The arbitrator shall be mutually agreed upon, and shall be selected from a list of arbitrators supplied by an accredited private dispute resolution agency.

10.2 The parties shall, prior to the arbitration date, be required to meet with the arbitrator in order to determine the appropriate terms of reference for the arbitrator, and his powers, and to submit an agreement in writing to the arbitrator.

10.3 Should the parties fail to agree on the identity of the arbitrator within a period of 14 days after the date of the submission of the dispute to the City Manager, either of the parties shall be entitled to request a private dispute resolution agency, to appoint the arbitrator. The accredited private dispute resolution agency, in making the appointment, shall have regard to the nature of the dispute, and shall have regard to the parties' requirement of speedy arbitration in the selection of arbitrators. If the appointment is to be made in this manner, preference shall be given to the attorneys or advocates on the Panel of arbitrators of the accredited private dispute resolution agency.

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- 10.4 The arbitrator shall be entitled further to determine the procedure to be followed in the arbitration, but to ensure that each party has the right to be heard, lead appropriate witnesses, submit documentation, and to argue in respect of the appropriate outcome and remedy. The arbitrator shall, in determining the procedures to be followed, be guided by the parties intention to have the dispute finally adjudicated upon within as short as possible a period from the date of the dismissal, or of the dispute, arising.
- 10.5 The parties shall be entitled to be represented by a representative of choice at the arbitration, and the outcome of the arbitration shall be final and binding. The Head of Department shall be bound to the dispute resolution procedures contained herein.
- 10.6 The fact that any dispute has been referred to, or is the subject of an arbitration, as well as any information submitted or furnished to the arbitrator, or in any other matter forming part of the record of any arbitration proceeding, shall be kept confidential by the parties to such proceeding.

11. GENERAL

- 11.1 The contents of the Agreement and the outcome of any review conducted in terms of Annexure "A" (scorecard) will not be confidential, and may be made available to the public by the City, where appropriate.
- 11.2 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Head of Department in terms of his contract or employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

The block contains handwritten signatures and initials. On the left is a large, stylized signature. To its right are the initials 'MME'. Below the signature are the initials 'TT'.

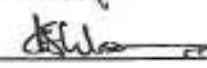
SIGNED at Braamfontein on this the 30th day of June 2016

For: **THE CITY OF JOHANNESBURG**
METROPOLITAN MUNICIPALITY



City Manager

Witness: 

Witness: 

SIGNED at Braamfontein on this the 30th day of June 2016



Head of Department

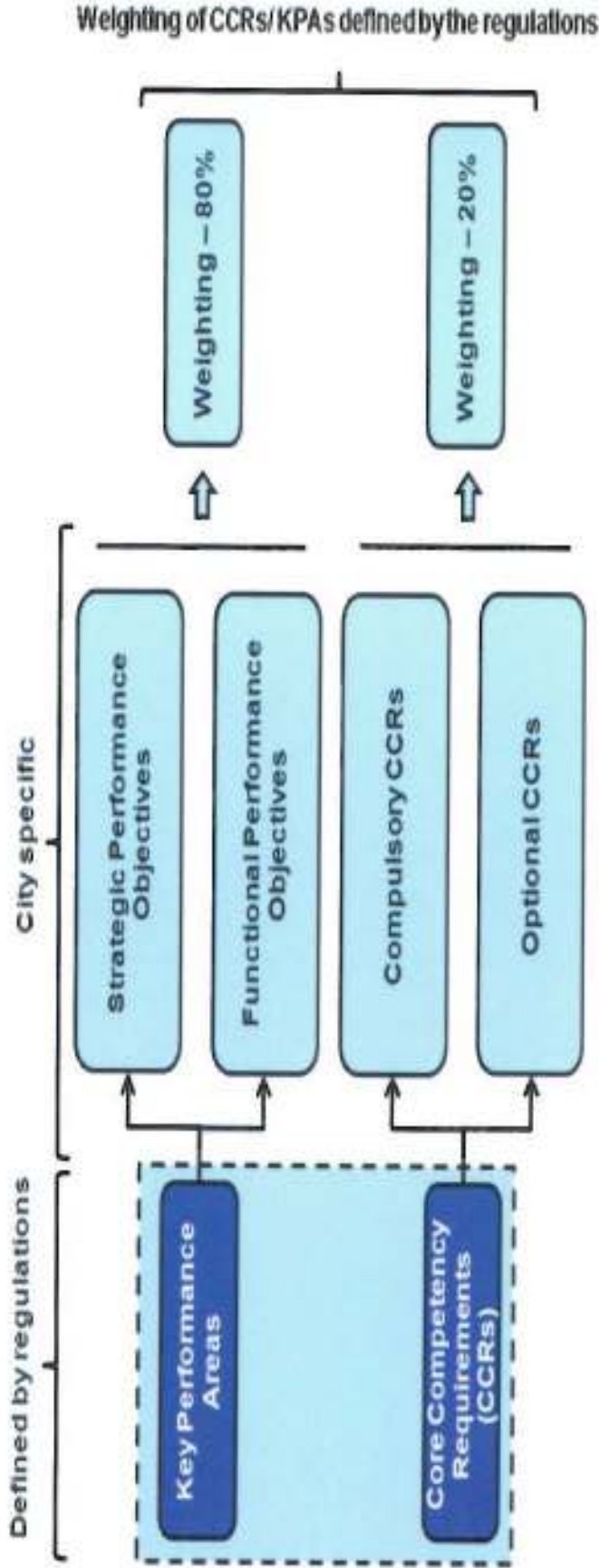
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PERFORMANCE SCORECARD	
Employee	Hlula Msimang: Head of Department: Public Safety
Manager	City Manager
Department	Public Safety
Responsibilities	<ul style="list-style-type: none"> • Internal Affairs / Independent Complaints • Public Safety and Security Policy and Strategy • Emergency Management Services • Joburg Metropolitan Police Department • Proactive By-law Enforcement • Management and Shared Support Services (Auxiliary Services)
GDS Outcome	Outcome 1: Improved quality of life and development-driven resilience for all
The period of this Performance Plan is from 1 July 2016 to 30 June 2017	

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The individual performance scorecards shall be made up of Key Performance Areas (KPA) (divided into Functional Performance Objectives (FPO) and Strategic Performance Objectives (SPO)) and Core Competency Requirements (CCR). Therefore, the scorecard is separated into three sections, namely, Functional Performance Objectives, Strategic Performance Objectives and Core Competency Requirements.



Strategic Performance Objectives (SPOs) are those KPAs which are derived from key citywide and sector based objectives and strategies. Of the total 80% KPA weighting, the relative weighting for SPOs should not be less than 50%. The SPOs are developed to reflect the City's strategic priorities within the individual employee scorecard.

Functional Performance Objectives (FPOs) relate to the employee's functional areas, objectives and responsibilities. Of the total 80% KPA weighting, the relative weighting for FPOs should not exceed 30%.

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SECTION 1: STRATEGIC PERFORMANCE OBJECTIVES
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(TOTAL WEIGHT MUST NOT BE LESS THAN 50%)

KPA No	Key Performance Area	KPI No	Key Performance Indicator (KPIs)	Baseline	Target	Means of Verification
1	Strengthening compliance to by-laws for a well regulated city	1.1	% increase in the number of by-law enforcement operations	30 enforcement operations Increase by 10 operations	1=10% (33 enforcement operations) 2= 23% (37 enforcement operations) 3= 33% (40 enforcement operations) 4=50% (45 dedicated enforcement operations) 5=67% (50 dedicated by-law enforcement operations)	Quarterly reports on operations conducted
2	Reduction in crime (Inner City Regeneration)	2.1	% reduction of Common robbery, assault GBH, common assault, theft of motor vehicles, burglary residential/business in the Joburg Inner City (CBD)	5%	1=1% reduction 2=2%-4% reduction 3= 5% reduction 4= >5% -6.5% reduction 5=>6.5% and above	Crime Statistics from SAPS
3	Ensuring safe mobility throughout the city through reduction of traffic fatalities ¹	3.1	% reduction in fatal road accidents in targeted areas per 100 000 vehicles	5%	1=1% reduction 2=2%-4% reduction 3= 5% reduction 4= >5% -6.5% reduction 5=>6.5% and above reduction	Statistics
4	Enhancement of management of emergencies	4.1	% reduction in mortalities linked to medical emergencies	TBC	1=5% reduction 2= 6%-8% reduction 3=12% reduction 4=14% reduction 5=Above 14% reduction	Report on fatalities approved by the MMC
5	Operationalization of the Intelligent Operations Centre (IOC) (Smart City)	5.1	% implementation of IOC as per project plan ²	New indicator	1=10% implementation as per the project plan 2=30% implementation as per the project plan 3=50% implementation as per the project plan 4=52% implementation as per the project plan	Approved Status Report: COO

¹ Enforcement, Education and Engineering (built environment and infrastructure)

² An implementation plan will be produced from the IOC blue print. This will form basis for measurement.

**SECTION 1: STRATEGIC PERFORMANCE OBJECTIVES
(TOTAL WEIGHT MUST NOT BE LESS THAN 50%)**

KPA No	Key Performance Area	KPI No	Key Performance Indicator (KPIs)	Baseline	Target	Means of Verification
6	Secured city personnel and assets	6.1	% implementation of security framework towards the City's key buildings ³	New indicator	plan 5= 55% implementation as per the project plan 1=Security framework to guide interventions 2=Facility risk assessment 3=60% implementation of interventions in line with the framework 4=70% implementation of interventions in line with framework 5=80% implementation of interventions in line with framework	Approved security framework Implementation report
7	A well-equipped emergency services	7.1	Development and implementation of an EMS capital investment plan	New indicator	1= Inventory establishment 2= Capital investment plan developed and approved 3=25% implementation and monitoring 4=50% implementation and monitoring 5=80% implementation and monitoring	Approved capital investment plan Project implementation report
8	Restoring public service ethos	8.1	Number of corruption cases identified, investigated and prosecuted.	New indicator	1=Information gathering 2=50% prosecuted cases 3=60% prosecuted cases 4=80% prosecuted cases 5=100% prosecuted cases	Statistics on finalised cases
9	To ensure financial prudence City with clean audits by the Auditor General	9.1	% Resolution of the internal and external (AGSA) Audit findings ⁴	85%	1=85% resolution 2=90% resolution 3=95% resolution 4=97% resolution 5=100% resolution	Internal Audit Report on Findings • Management Letter • Annual/Quarterly Dashboard
			% Resolution of Public Safety AOPPO issues raised in the 2014/15 Annual Report	New indicator	1=85% resolution 2=90% resolution 3=95% resolution 4=97% resolution	Quarterly AOPPO assessment report

³ Metro Centre, Martindale

⁴ The internal audit findings will include findings related to financial management, governance, compliance and performance information

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SECTION 1: STRATEGIC PERFORMANCE OBJECTIVES
(TOTAL WEIGHT MUST NOT BE LESS THAN 50%)

KPA No	Key Performance Area	KPI No	Key Performance Indicator (KPIs)	Baseline	Target	Means of Verification
					5=100% resolution	

SECTION 2: FUNCTIONAL PERFORMANCE OBJECTIVES (FPO)

FUNCTIONAL PERFORMANCE OBJECTIVES
(TOTAL WEIGHT MUST NOT EXCEED 30%)

KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
1	Ensure sound Procurement Management and control	1.1	% Compliance to the acquisition plan ⁵	90%	1 = 50% 2 = 65% ⁷ 3 = 80% ⁸ 4 = 90% ⁹ 5 = 100% ¹⁰	<ul style="list-style-type: none"> Approved departmental Acquisition plan; Departmental procurement compliance report by SCM
		1.2	% Reduction of SCM ratification and deviations submitted by the department	1 report approved by City Manager	1 = 0% (and less) of money being recovered 2 = Disciplinary action for non-compliant employees	<ul style="list-style-type: none"> Departmental ratification reports and EAC Minutes; Departmental deviation reports and EAC Minutes; Progress report

⁵ departmental procurements of goods & services within specified timeframes and budgeted value approved on the departmental Acquisition Plan (procurements compliance with the approved departmental Acquisition Plan)

⁶ % (and less) of departmental goods & services procured within specified timeframes and budgeted value approved on the departmental Acquisition Plan.

⁷ Departmental goods & services procured within specified timeframes and budgeted value approved on the departmental Acquisition Plan.

⁸ Departmental goods & services procured within specified timeframes and budgeted value approved on the departmental Acquisition Plan.

⁹ departmental goods & services procured within specified timeframes and budgeted value approved on the departmental Acquisition Plan

¹⁰ Departmental goods & services procured within specified timeframes and budgeted value approved on the departmental Acquisition Plan.

FUNCTIONAL PERFORMANCE OBJECTIVES
(TOTAL WEIGHT MUST NOT EXCEED 30%)

KPA No.	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
2	Management of the departmental, project and contract risks to acceptable levels.	2.1	% of departmental strategic risks managed to acceptable levels ¹³		to SCM regulation 36(a) (i to v) ¹¹ 3= All submitted SCM regulation 36(a) (i to v) approved by EAC ¹² 4= Compliant ratification and deviation submitted 5 = 0% SCM ratification and deviation submitted	
		2.2	% of departmental key projects and/or contract risks managed to acceptable levels ¹⁴	40% of key strategic risks improved	1 = Approved risk registers 2 = Risk mitigations updates 3 = 65% of key strategic risks improved 4 = 75% of key strategic risks improved 5 = 85% of key strategic risks improved	<ul style="list-style-type: none"> Departmental Quarter 4 report and Mayoral Committee minutes; GRGC Annual Risk analysis report and Minutes
				50% of key Risks improved	1 = Approved risk registers 2 = Risk mitigations updates 3 = 65% of key strategic risks improved	<ul style="list-style-type: none"> Departmental Quarter 4 report and Mayoral Committee minutes; GRGC Annual Risk analysis report and Minutes

¹¹ Target level 2 will also include 100% compliance of deviation reports to the provisions of Regulation 36 (1)(a)(i to v) without any failure by the official to execute his or her duties accordingly.

¹² Target level 2 will also include 100% compliance of deviation reports to the provisions of Regulation 36 (1)(a)(i to v) without any failure by the official to execute his or her duties accordingly.

¹³ This requires that each Department with the help of Group Risk Services (as a specialist in the field) to identified and determine the desired residual risks level where the risk will be managed towards. This desired residual risks level will become a target to manage the risk towards.

FUNCTIONAL PERFORMANCE OBJECTIVES (TOTAL WEIGHT MUST NOT EXCEED 30%)						
KPA No	Key Performance Area	KPI No.	Key Performance Indicators (KPIs)	Baseline	Target	Means of Verification
3	To promote accountability of employees and organisations in using resources and ensuring that implementation objectives are met	3.1	% achievement of departmental SDBIP set performance measures	79%	<p>4 = 75% of key strategic risks improved 5 = 85% of key strategic risks improved</p> <p>1 = 70% of departmental SDBIP set performance measures achieved. 2 = 80% of departmental SDBIP set performance measures achieved. 3 = 85% of departmental SDBIP set performance measures achieved. 4 = 90% of departmental SDBIP set performance measures achieved. 5 = +95% of departmental SDBIP set performance measures achieved.</p>	<ul style="list-style-type: none"> Sub Mayoral Cluster Quarter 4 assessment report; Minutes of Sub-Mayoral Cluster Committee Minutes of Sub-Mayoral Cluster Committee

14 This KPI refers to projects and contracts the department is implementing. The department should including risk management from planning to final completion of the project/contract. Project and contract risks will be identified by department (assisted by Group Risk Services) for each project/contract, acceptable levels determined and agreed. These project and contract risks will be managed by the department to agreed acceptable levels on a continuous basis.

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SECTION 3: CORE COMPETENCY REQUIREMENTS



KEY PERFORMANCE AREA: CORE MANAGERIAL COMPETENCIES

(TOTAL WEIGHT MUST BE 20%)

No	Core Competence	KPI No	Competency Indicators	Baseline	Target	Means of Verification
Financial Competence (Compulsory)						
1	Financially and administratively sustainable and resilient city	1.1	% Spent of allocated departmental Capex	91%	1 = Overspending 2 = 50% Capex 3 = 95% Capex Expenditure ¹⁵ 4 = 96% Capex 5 = 97% Capex	Annual financial expenditure report by Group Finance
		1.2	% Spent of allocated departmental Opex budget	95%	1 = 10 % Opex 2 = 50% Opex 3 = 95% Opex Expenditure ¹⁶ 4 = 97% Opex 5 = 100% Opex	Annual financial expenditure report by Group Finance
People Management and Empowerment (Compulsory)						
2	Knowledge of Performance Management and Reporting	2.1	% of employees receiving performance coaching and review as per the policy	Less than 100% of employees with signed performance scorecards	1 = Less than 100% of employees with signed performance scorecards (including ILPs) 2 = 100% of employees with signed performance scorecards (including signed ILPs) 3 = 100% of employees received performance coaching and review as per the policy 4 = 50% of employees achieved 90% achievements of their scorecards set targets 5 = +60% of employees achieved 90%	Database of signed scorecards, ILPs and review session dates Final review report and signed spreadsheet with final scores signed by HCM

¹⁵ The Capital expenditure will be implemented in line with the SDBIP budget expenditure projections¹⁶ The Operational expenditure will be implemented in line with the SDBIP budget expenditure projections

KEY PERFORMANCE AREA: CORE MANAGERIAL COMPETENCIES
 (TOTAL WEIGHT MUST BE 20%)

No	Core Competence	KPI No	Competency Indicators	Baseline	Target	Means of Verification
Customer Orientation and Customer Focus (Compulsory)						
3	Improve perception of the City's performance and service offering	3.1	% Improvement in the customer perception as per the Customer Service Survey for the City of Johannesburg ¹⁷	57	1=Action Plan 2=CSI >57 3=CSI <57 4=CSI <58 5=CSI <60	Customer Satisfaction Survey results
<p>By signing this performance scorecard the manager and employee hereby indicate their full understanding of, and agreement with the contents of the scorecard. The manager and the employee both acknowledge that this is in full compliance with the City's Performance Management Policy.</p>						
Signed : Hlula Msimang HOD: Public Safety				Signed: Trevor Fowler City Manager		
						Date: 30.06.2016

¹⁷ Includes by law enforcement, licensing, crime prevention and traffic management