

# COMPLAINT TO THE PUBLIC PROTECTOR #3

**MICHAEL HAMPTON**

Complainant

submits to the

**PUBLIC PROTECTOR (GEORGE OFFICE)**

Receiver

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## **ILLEGAL COMMUNICATIONS CONTRACT & ILLEGAL APPOINTMENT OF MAYORAL OFFICE MANAGER AT KNYSNA MUNICIPALITY**

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I, the undersigned,

**MICHAEL JAMES HAMPTON**

State under oath, in English, that:

1.

I am an adult male of 44 years of age and a resident of Knysna, contactable through [mike@loveknysna.com](mailto:mike@loveknysna.com). I operate online as Love Knysna and Knysna Keep. My political writing is the most well read and known in the area. As I'm an activist and citizen journalist with enemies, further contact details and proof of identity will be provided directly to the Public Protector.

2.

The facts contained herein, save where indicated otherwise, are within my own personal knowledge and are to the best of my knowledge and belief both true and correct.

3.

The facts of this matter suggest broader investigation is needed.

## **INTRODUCTION**

4.

I'm an activist and citizen journalist based in Knysna. I operate online as Love Knysna and Knysna Keep. My political writing is the most well read and known in the area.

5.

The August 3 2016 elections found the Democratic Alliance (DA) retaining control of Knysna through coalition. DA Councillor Eleonore Bouw-Spies was made Executive Mayor (hereinafter referred to as "The Mayor").

6.

Late August, a confidential source told me that The Mayor has arranged for journalist Fran Kirsten to be given a job in the Communications Department of Knysna Municipality as payback for the work she'd done for The Mayor's election campaign.

7.

I was also told that Christopher Bezuidenhout, then Communications Manager, would be given a newly created position in The Mayor's office.

8.

I collected evidence which suggests that the resulting contracting of Kirsten and the appointment of Bezuidenhout are illegal, and that Kirsten's contract is wasteful expenditure.

9.

Essentially, Bezuidenhout would work as the Mayor's "office manager" whilst still receiving salary as Communications Manager.

10.

Kirsten, as the sole permanent staff member of Out There (Pty) Ltd, would become a 3-month contractor fulfilling the role as Communications Manager and as a "consultant" (without qualification) restructuring the department.

11.

Although I haven't proven that Kirsten's contract was the result of "payback", the situation proved to be very suspicious as

11.1 Bezuidenhout's position was not on the organogram and had not undergone the IDP's public participation process.

11.2 Kirsten's contract was granted without it going out to tender **[KC01]**, a contravention of both the Knysna Municipality's Supply Chain Management (SCM) policy and the Municipal Finance Management Act (MFMA).

12.

The Mayor took the extraordinary step of issuing a misleading press release against me. Simultaneously, I was subjected to a vicious online propaganda attack that included Democratic Alliance Councillor Dr. Martin Young diagnosing me as a sociopath and stating that I was a danger to children, implying child abuse [evidence to follow further in this complaint].

13.

My strong suspicion is that the attempt to discredit me was meant to discredit my blogging on the topic and associated matters.

14.

Although I don't wish to detract from the primary matter of illegal occupation of positions in the Knysna Municipality, I add some of the associated actions against me in the hope that such encourages the Public Protector to act quicker.

## **APPLICABLE LAW**

15.

The Knysna Municipality's Supply Chain Management 2016/2017 policy, which can be found at [www.knysna.gov.za/wp-content/uploads/2014/06/SCM-POLICY-APPROVED.pdf](http://www.knysna.gov.za/wp-content/uploads/2014/06/SCM-POLICY-APPROVED.pdf), states [numbering below is according the SCM document]:

19.3.1 Requirements may be procured by inviting written quotations from as many as possible providers on the prospective provider list.

19.3.2 Requirements for quotations above R 30 000 and up to R 200 000 must

be advertised for at least 7 days on the website and an official notice board of the Municipality and deposited in the bid box specified by the specified time on the due date accompanied by a valid tax clearance certificate issued by SARS.

19.3.3 Where no suitable providers are available from the list, quotations may be obtained from other possible providers not on the list, provided that they adhere to the listing criteria as stipulated in this policy.

19.3.4 If it is not possible to receive at least 3 quotations, the reasons should be recorded and approved by the CFO or the delegated authority.

19.3.5 The AO must record the names of the potential providers and their written quotations.

19.3.6 A designated official must within 3 days of the end of each month report to the CFO on any approvals given during that month by that official.

19.3.7 The Municipality may apply the prescripts of the PPPFA for procurement in this category. This is however not compulsory.

## 16.

19.5.5 of the same Knysna Municipality's Supply Chain Management 2016/2017 policy addresses consultants with reference to Refer to SCM TR 35 and AO SCM Guide, 2005.

19.5.5.1 The Municipality shall apply the National Treasury's instructions in respect of the appointment of consultants as well as CIDB guidelines in respect of services related to the build environment and construction works.

19.5.5.2 Consultants should only be engaged when the **necessary skills and/or resources to perform a project/duty/study are not available** and the Accounting Officer/authority cannot be reasonably expected either to train or to recruit people in the time available.

19.5.5.3 Consultant services cannot be dealt with in the same manner as general procurement, as **this type of procurement contains specialised types of services**, therefore specific procedures and processes should be

adopted and put in place.

19.5.5.4 These procedures and processes should be on a case-by-case basis depending on the nature and the type of consulting work under consideration.

19.5.5.5 Take into account production of documents where copy right, patents/ownership is concerned when drafting documentation of this nature.

19.5.5.6 **In addition to any requirement prescribed by this policy for competitive bids**, bidders must furnish particulars of: All consultancy services provided to the Municipality in the last 5 years /and/ Any similar consultancy services provided to the Municipality in the last 5 years.

19.5.5.7 The work undertaken by a consultant should be regulated by a contract. The Accounting Officer/Authority is, however, responsible for monitoring and evaluating contractor performance and outputs against project specifications and targets and should take remedial action if performance is below standard.

19.5.5.8 The particular method to be followed for the selection of consultants for any given project should be selected by the Accounting Officer/Authority.

## 17.

The Budget Policy section of the Medium Term Revenue and Expenditure Framework (MTREF) Annexure 5 - Policies 2016/2017 (found at [www.knysna.gov.za/wp-content/uploads/2016/06/MTREF-2016-17-Portfolio-Final.pdf](http://www.knysna.gov.za/wp-content/uploads/2016/06/MTREF-2016-17-Portfolio-Final.pdf))[numbering below is according the MTREF document]:

### 1. UNFORESEEN AND UNAVOIDABLE EXPENDITURE

Before the Executive Mayor considers any authorization of unforeseeable and unavoidable expenditure in terms of Section 29 of the MFMA, the Accounting Officer will ensure that a report is prepared consisting of all the relevant information in order for the Executive Mayor to make an informed decision. This report will be prepared in the prescribed format attached as Annexure C.

The Executive Mayor may authorise such expenses in an emergency or other

exceptional circumstances in terms of Section 29 of the MFMA only if:

(a) the expenditure could not have been foreseen at the time the annual budget of the municipality was passed;

AND

(b) the delay that will be caused pending approval of an adjustments budget by the municipal Council in terms of section 28(2)

(c) of the Act to authorise the expenditure may result in significant financial loss for the municipality; cause a disruption or suspension, or a serious threat to the continuation, of a basic municipal service; lead to loss of life or serious injury or significant damage to property; or obstruct the municipality from instituting or defending legal proceedings on an urgent basis.

The Executive Mayor MAY NOT authorise expenditure in terms of section 29 of the Act if the expenditure -

(a) was considered by the Council, but not approved in the annual budget or an adjustments budget;

OR

(b) is required for price increases of goods or services during the financial year; new municipal services or functions during the financial year; the extension of existing municipal services or functions during the financial year; the appointment of personnel during the financial year; or allocating discretionary appropriations to any vote during the financial year; or

(c) would contravene any existing Council policy; or

(d) is intended to ratify irregular or fruitless and wasteful expenditure.

The accumulated authorised amount/s may not exceed 4 percent of the approved own revenue included in the annual budget.

The authorization must be reported by the Executive Mayor to the next Council meeting.

[An item is considered as having been foreseen if a department has received notification thereof from any external source (such as consultant reports, etc.);

legal action has been instituted against the municipality relating to the item; if any report has been submitted to a committee of Council bringing the item to the attention of Council.]

18.

The Council and Administration of the Municipality is well aware of their role with regards responsible Supply Chain Management. Under the section entitled "Background", within the Annual Report on the Implementation of the Supply Chain Management Policy for the Financial Year Ending 30 June 2016, it states:

"All officials and other role players in the supply chain management system of the municipality must implement the SCM Policy in a way that gives effect to Section 217 of the Constitution, which requires processes to be fair, equitable, transparent, competitive and cost effective. Council's mandate is to maintain oversight over the implementation of the SCM Policy..."

19.

This constitutional requirement is echoed in section 51 (1)(a) of the Public Finance Management Act 1 of 1999 (PFMA), which states that an accounting authority for, among others, a national or provincial department or public entity must ensure that the particular department or entity has and maintains an appropriate procurement and provision system which is fair, equitable, transparent, competitive and cost-effective. The PFMA is implemented through the regulations published under it, namely the National Treasury Regulations.

20.

Deviation is only permissible through emergency. There was no emergency. No emergency was declared. It's further notable that the deviations for Knysna

Municipality's 2015/2016 financial year totalled R36-million, a large amount for a small municipality **[KC02]**.

21.

Customer Care Policy subscribes to national government's Batho Pele (which means People First). 3 of its 8 principles, as applicable to this situation, are [numbering below is according the Batho Pele document]:

1. openness and transparency - creating a culture of collaboration
2. information - offering complete, accurate information about the Municipality
3. redress - apologising when necessary and finding speedy solutions when possible

22.

The laws I've provided should not be considered the totality of applicable law. I am a layman and, as such, must consider them possibly incomplete.

## **THE RECORDING OF THE MEETING WITH THE MAYOR**

23.

Communications Manager Bezuidenhout emailed me on September 1 2016, basically saying that nothing was wrong with the contracting of Fran Kirsten to the Communications Department **[KC03]**.

24.

Consequently, it was further odd when Bezuidenhout said that The Mayor wanted me to see her in her office, the same day at 4pm (September 2) [KC04]. As i had queried several matters, i was unsure what the topic would be. But having a meeting was odd in that it's well known that the Knysna Municipality has shut me out, my submitting that as a complaint to Parliament. Previously, in her position of Speaker, The Mayor had declared she wouldn't meet me. Simply, on serious issues, Knysna Municipality is mostly unhelpful.

25.

The meeting and the recording of it will be referred to in this complaint.

26.

Except for the mayor and myself, the attendees to the meeting were a surprise:

- 26.1 Mayor Eleonore Bouw-Spies
- 26.2 Acting Municipal Manager Carl Mattheus
- 26.3 Legal Adviser Melony Paulsen
- 26.4 Legal Adviser Assistant Marilyn Botha
- 26.5 'Communications Manager' & Consultant Fran Kirsten
- 26.6 Activist & Citizen Journalist Mike Hampton (myself)

27.

Considering the topic they wished to discuss, it was odd that two main figures were absent i.e. Christopher Bezuidenhout and Fredri Kruger, the Acting CFO and Supply Chain Manager in the Finance Department.

28.

The meeting was on record and is listenable at <https://soundcloud.com/loveknysna/meeting-eleonore-bouw-spies-fran-kirsten-with-mike-hampton>.

29.

The recording is an essential reference to questionable and contradictory statements. I have attached a time sheet for easy referral **[KC05a]**.

## **THE MEETING**

30.

All points referred to here are as labelled in evidence **[KC05a]**.

31.

In point 5 & 10, contracted Communications Manager Fran Kirsten implausibly states that this is the first time she's received a contract, never knew the details and hadn't had time to read it. Acting Municipal Manager Carl Mattheus also has no idea of the details even though he's supposed to have been the one who organised it. If he didn't, then who did?

32.

It's further implausible considering that the contracting is was what the meeting, with

so many high-ranking personnel, was primarily about. In para 23, on September 1, Bezuidenhout spoke of the contract as if it had already been awarded. It lends credit to the rumour that the contract was changed because of my queries. In point 10 (at 28min20sec), Kirsten says, "I will never work without a contract." Yet later, in point 13 (45min50sec) it's said that Kirsten had meetings with every department without a contract. The Mayor never replied to an email i sent on Sept 16 **[KC05b]** which questioned Kirsten, without contract, attending a meeting whose purpose seemed to be to block staff from speaking to outsiders (my informant, a municipal employee in attendance, said that it was obvious that they were talking about me).

33.

In point 10, Kirsten says that the contract amount is R35,000 x 3 months. At R105,000, that's above R30,000, the point at which SCM demands competitive tendering.

34.

In point 10, Mattheus agrees that it never went out to tender. He wrongly states that it isn't necessary when hiring a specialist or consultant. It's improbable that a long-serving municipal employee, now high level manager, would be unaware of Supply Chain Management (SCM) policy.

35.

In Point 10, Legal Adviser Assistant Marilyn Botha emphasises the wrongness by comparing it to hiring a "casual".

36.

In point 10, Mattheus says that they have applied for an exception for not following the SCM. That is a contradiction considering that he and Botha had just said that the SCM rules never applied to her contract.

37.

In point 10, when questioned, Mattheus states that the exemption was applied for the day before. That seems too coincidental. There was also no offer to show the exception application. Could this be retrospective action?

38.

It's notable that Mattheus used the term "specialist", in reference to Kirsten, three times [point 10]. She is also being given the strangely undefined task of restructuring the communication department [point 4] (which only has one more staff member, Chumisa Kalawe). As far as I'm aware, Kirsten only holds a qualification as a gym instructor.

38.1 How is it possible that Kirsten is is being brought in as a specialist?

38.2 How is she qualified to "restructure" a department?

38.3 How is it possible, if she doesn't hold a qualificaton, that she will now be in charge of a Kalawe who has a BA Honours specialising in Communications **[KC06]**?

38.4 Where is the urgency that Bezuidenhout, even if part time, or Kalawe, as a full-timer, couldn't overcome whilst proper SCM was followed?

39.

It's also notable that no one was willing to provide information on jobs/contracts Kirsten had previously received from the Knysna Municipality.

40.

In point 11, Kirsten's previous association with the Democratic Alliance, as a contractor to the election campaign, particular The Mayor's, is confirmed.

41.

Kirsten was a full-time journalist for the Knysna-Plett Herald, a newspaper owned by Group Editors that I consider to be a mouthpiece for the Municipality and certain politicians. The newspaper receives advertising revenues from both parties. In point 12, Kirsten says that Group Editors is her client. She also agrees with me that her writing concerning the DA was being published as articles. Whereas I was pointing out the contradiction of working for the DA and publishing about them as a journalist, she admits it happened but says that it was the newspaper's mistake for not stating that they were, in fact, press releases.

42.

In point 14, both Kirsten and The Mayor state that there was a problem with the Communications Department. That's repeated a minute later.

43.

In point 7, The Mayor admits that Kirsten is replacing Bezuidenhout as

Communications Manager and that Bezuidenhout is moving to her office. Is it plausible, in light of the Communications department being declared a problem, that Bezuidenhout, instead of being addressed concerning it, is instead moved, at the same salary, to an unorganogrammed position in The Mayor's office. Is he also benefitting from a relationship with The Mayor i.e. An alleged resident of her area and previously her assistant when she was, ironically, the ANC Mayor two terms previous?

44.

Furthermore, he is now to have two staff below him.

45.

An immediate problem is that the advertised job description for the two assistants does not state that they will have a person in his position in charge of them **[KC07a, KC07b]**.

46.

The advertisement for the assistants was placed after the "appointment" of Bezuidenhout.

47.

The Knysna Municipality already has two new assistants. There must be weight given to the rumour that their hiring has also being pre-ordained, as with Bezuidenhout and Kirsten.

## **OUTSIDE THAT MEETING**

48.

The actions of the Democratic Alliance and the Knysna Municipality, after that meeting, can only be defined as wanting to control it in their favour whilst discrediting me, the questioner.

49.

The propaganda campaign against me, overall, has been extensive, increasingly after I submitted my allegations of maladministration and corruption to Parliament in February 2016 (still pending decision).

50.

But it slowed after the election. And notably quickened after that meeting with The Mayor. I address the latter, further in this affidavit, so as to express that there is validation in my concern that something was amiss and guilt in their actions.

51.

Firstly, on the same day as our meeting, September 2, the meeting was misrepresented on Knysna Municipality's Twitter **[KC08a]**, Knysna Municipality's Facebook **[KC08b]** and The Mayor's Facebook **[KC08c]**. The Mayor's meeting with me was claimed as a victory for her transparency and good governance YET failed to mention what the meeting was about or that questions remained unanswered.

52.

On September 3, I posted a blog along with the mp3 **[KC09]**. I held my suspicion in check whilst allowing The Mayor and her entourage the benefit of doubt, letting the public decide for themselves.

53.

I'd been promised at that meeting to be sent the applicable laws justifying the contract and appointment. Emails ensued, them providing me information but not an answer even though, in email, I specifically asked them to outline the specific laws rather than send me large documents with no direction. I felt that they were pretending to be helpful whilst deliberately not being helpful.

54.

Rather than address all the emails, I point out the text in the final communications between me and:

54.1. Legal Adviser Melony Paulsen **[KC10a]** and;

54.2. The Mayor (and others) **[KC10b]**.

54.3. The Mayor (and others) **[KC10c]**.

55.

By September 6, i was sure something was amiss. I posted questions as a picture on Facebook **[KC11]**.

56.

Despite having been in contact with me, the Knysna-Plett Herald, for which Kirsten does work for, then supported The Mayor's claim to transparency on September 8, putting a highlight block on their front page, an article inside and a link on their Facebook **[KC12a, KC12b, KC12c]**.

57.

On September 9, Mayor Bouw-Spies, issued a press release to discredit me **[KC13a]**. The same was sent to me via email by Bezuidenhout **[KC13b]**. It was posted online by the Knysna-Plett Herald **[KC13c]**.

58.

It would appear that Knysna-Plett Herald was further working with The Mayor to control the situation in her favour. I have generally been banned from the newspaper, major issues I've exposed ignored, emails ignored and, when mentioned, articles slanted against me. In this case :

58.1 Editor Elaine King had published, online, The Mayor's controversial press release against me before she had investigated it.

58.2 I sent King my responses but she fails to publish it **[KC14a, KC14b]**.

58.3 King then contacts me for my response to which i point out I already had. I send an extended version. King fails to publish it.

58.4 I was denied fair right of reply. This has happened to me several times before, including when The Mayor was the Speaker (and a long letter was published against me) **[KC14b]**. I ask King for assurance that i'm not being set up again. She fails to respond **[KC14c]**.

58.5 In between, reporter Candice Ludick was supposed to report on the story. Despite contacting me well before deadline, and meeting me at my home for

approximately 90min, the story was delayed a week "for further investigation" which included her intention to interview The Mayor. In the meanwhile, The Mayor's press release becomes the second biggest "story" of the week **[KC14d]**.

58.6 Ludick's draft of the story was incorrect, slanted towards the Knysna Municipality and without individuals taking responsibility. I responded with detailed points of concern **[KC15a]**. She didn't respond. My points are ignored when they go to print **[KC15b]**. Ludick's article doesn't appear to be a product of "further investigation", or an interview with The Mayor, just a delayed piece.

58.7 That articles also, as proven by my recording with the Mayor, reiterates the convenient falsehood that they were just completing what Grant Easton, the suspended manager, had started. The contract and nature of the job was changed after he was suspended. The contract was unsigned.

58.8 Notably, within those emails, I query twice why her Editor, King, has failed to publish my response to The Mayor's press release against me. Ludick Ccies King. I receive no response.

58.9 And the article fails to appear as a Facebook post, an oddity considering that all media will fully realise that Facebook has more reach.

59.

Simultaneously, the Mayor's press release was shared across Facebook. Lots of nasty comments followed as many of the same people, in different places sought to discredit me. Among those I believe were independent copywriters who have previously received work from Knysna Municipality. As the volume is enormous, and the overall situation begs an investigation of a different sort, I don't include it here (but will on request).

60.

But to show how vicious it got, Democratic Alliance Councillor Martin Young, posted about me on his Facebook, one day after the press release (the implied child abuse has been an ongoing theme, allowed to stand on the newspaper's comment sections too]:



**Martin Young** shared Love Knysna's post.

5 hrs · 🌐

And this, honorable people of #Knysna, is why you do not want this man irrationally challenging local government, taking vulnerable underprivileged kids on trips, soliciting handouts, pretending to represent YOU!!

It is a ridiculous claim that he makes. Your representatives on council have undergone arduous selection processes AND the electoral voting process to get into the positions they are. And he challenges them?? Where is his mandate to do so?

He is simply not qualified to act as he has. There are others far better qualified and more disciplined to do so. We are NOT saying that our decisions should not be questioned, but that the issues raised should serve the interests of all residents and not one individual. It should not represent personal ambitions and agendas.

Knysna's brand has been severely damaged by this man. He has cost us investment, new residents and thereby jobs, all in pursuit of his own self affirmation. It cannot continue. It must not continue!

How long must one man, with questionable motives, hold a democratically elected local government to ransom?

I am more than prepared to defend my actions against him BEFORE my election onto Council because I have seen and recognized the futility and long term damage of both this man's motives and actions. We have a right to be angry, and to act 'angrily' against disruptive and damaging individuals. If I have broken the law in doing so, then someone charge me!

61.

My complaint to The Mayor and others, as it has before, went unanswered **[KC17]**.

62.

Although the propaganda campaign must be seriously considered as related, the item alone is extremely front-page newsworthy. The Knysna-Plett Herald suspiciously chose not to publish about it **[KC18]**. Notably, they had also previously published a letter against me by Young, again denying me right of response **[KC19]**.

63.

This past week, DA supporters, including Councillor Young, were sending this message to my Facebook subscribers (i've extracted the threatening part):

"The level of tolerance for the persistent harassment of individuals on Council and in Municipality running Knysna by Michael Hampton has diminished considerably. The damage he is doing to this town is not irrelevant, and there is proof thereof. The chances of wide based and emphatic legal action seeking damages against him to put an end to this campaign of harassment is growing. The problem is, he is a self declared destitute. And this is where you unfortunately come in. You have 'liked' his page. It is even worse if you have 'liked' or 'shared' a post that can be considered litigious. You may be at risk of being sued alongside him for damages. If you have friends also on the page that you care about and don't want to see facing legal claims against them, please spread this message!"

64.

Facebook responded to my request, removing The Mayor's press release. That in turn took down all the shares and comments (I have the screenshots). To emphasise the injustice of the situation:

64.1 Knysna Municipality reposted it on their Facebook page.

64.2 I posted links in response to it, also complaining that my cyberstalkers were suspiciously being allowed on their page without moderation.

64.3 The Communications Department deleted my comments and banned me.

65.

I emphasise that these aspects of the propaganda campaign to discredit me is the tip of the iceberg. It has been extensive and damaging, a tool for the Knysna Municipality to dampen public query into many serious situations involving political and municipal culpability.

## **POINTS TO CONSIDER**

66.

Knysna Municipality is currently in leadership crisis.

67.

The Municipal Manager is suspended, facing disciplinary hearing.

68.

The first in line to be Acting Municipal Manager is Director Planning but he quit.

69.

The Chief Financial Officer quit.

70.

The first in line to be Acting CFO is the Budget Manager but she's suspended facing disciplinary hearing.

71.

It is against this backdrop that an untendered communications contract was pushed through and the unorganogrammed position filled.

72.

Additionally, before the contract and position were granted, there was no mention of them at Ordinary Council Meetings on August 15 and August 25 nor at a Special Council Meeting on August 30 ([www.knysna.gov.za/information-centre/document-library/council-agendas](http://www.knysna.gov.za/information-centre/document-library/council-agendas)).

73.

Are jobs either not being advertised or/and being advertised after people have been chosen for the positions?

74.

The propaganda campaign against me is not the action of reasonable and guiltless leadership.

75.

The relationship between the Knysna Municipality and Knysna-Plett Herald is questionable.

## **GREATER CONTEXT & BROADENING OF INVESTIGATION INTO...**

76.

Lack of municipal will to act as oversight.

77.

Lack of political will to act as oversight.

78.

The ineffectiveness of Speaker Georlene Wolmarans to uphold the Councillor's Code of Conduct.

79.

The consideration that there is deliberate municipal and political obstruction towards legal resolution of the situation.

80.

How Christopher Bezuidenhout initially gained the job as Communications Manager.

Were the correct processes followed then? It is rumoured that they were not and this department was initially created for him.

81.

The questionable relationship local newspapers have with Knysna Municipality, one of their advertisers.

## **CONSIDERATION OF INFORMATION NEEDED REGARDS COMMUNICATIONS CONTRACT AND MAYORAL POST**

82.

To best understand where truth lies, it's recommended that the following information be gained:

- 82.1 Copy of the original contract and job description discussion between Fran Kirsten and Municipal Manager Grant Easton.
- 82.2 Copy of the original contract and job description discussion between Fran Kirsten and Acting Municipal Manager Carl Mattheus.
- 82.3 Verification of when the contract was signed (if it was) and compared to the date she began work.
- 82.4 The Financial Department's Supply Chain Manager Fredri Kruger to supply reasons for deviation to both the original and the new contract.
- 82.5 Acting Municipal Manager Carl Mattheus to provide a paper trail and reasons for the unorganogrammed position in the Mayor's office.
- 82.6 The qualifications of Fran Kirsten, the consultant/contractor.
- 82.7 A list and description of all jobs given to Fran Kirsten, as an individual, Out There (Pty) Ltd, her company, by Knysna Municipality from 2010/2011 to 2016/2017, the period the Democratic Alliance has been in power.
- 82.8 A list and description of all communication jobs given to private people or

companies outside the Knysna Municipality 2013/14 to 2016/2017, the period since the inception of a "new" Communications Department.

82.9 A list and description of all jobs given to the following people and companies (if not included in the previous point): Julie Seton, Julie Lopes, Carl Jeppe Attorneys, Ashley Barnes, Gustav Malan, Martin Hatchuel, Jam Factory, Magnetic Creative, This Tourism Week or Barefoot Client (these are people who've been repeatedly involved in the propaganda campaign and are linked via copywriting or DA association).

82.10 The email that Kirsten refers to at 12min15sec in the recording of the Mayor's meeting.

82.11 Details, with proof, that led to Christopher Bezuidenhout initially becoming the Communications Manager e.g. From advertising the pool to interviews and appointment.

## **CONCLUSION**

83.

It's obvious that the Supply Chain Management processes, as demanded by the MFMA and the policy of the Knysna Municipality, were not followed.

84.

That situation has resulted in Fran Kirsten (Out There (Pty) Ltd), an unqualified "consultant/contractor", unnecessarily occupying a position at unnecessary expense to the public. Con-currently, the actual Manager of Communications, Christopher Bezuidenhout, is being paid a salary for an undetermined salary position that doesn't exist in The Mayor's office.

85.

There was no emergency situation allowing such deviation.

86.

At no stage did suspended Municipal Manager Grant Easton, Acting Municipal Manager Carl Mattheus or The Mayor present the changes to Council for consideration.

87.

It's implausible that the latest contract was the will of the Acting Municipal Manager when the only practical explanation would see this as the agenda of The Mayor and, thus, interference in the duties of the Administration.

88.

The serious of the situation is aggravated by the determination of political and municipal figures to force the appointment and contract despite the wrongfulness of it being pointed out by myself. That this was an error in their judgement is highly improbable considering my being a layman versus their long service as public servants or public representatives.

89.

It must be considered that the meeting with me was not meant to explain the situation (in terms of law, they failed to justify it). In this respect, Legal Adviser Melony Paulsen should possibly be questioned most of all.

90.

Instead, its notable that social media posts by The Mayor and Knysna Municipality immediately misrepresented the meeting, claiming it a victory for The Mayor without telling the public what it was about and that the main questions hadn't been answered.

91.

At no point in the emailed communication that followed, was the specific law substantiating the appointment and contract pointed out.

92.

Consequently, I made my queries public.

93.

The Mayor took the extraordinary step of issuing a press release against me, again misrepresenting our meeting and what had happened thereafter.

94.

It must be considered that the propaganda campaign that ensued against me was associated.

95.

Fran Kirsten, despite her professing in the recorded meeting that she'd never begin a job without a contract, had in fact done so. At the time of this statement, it's possible that it remains unsigned (Acting Municipal Manager Carl Mattheus will realise that this is a hot potatoe).

96.

These negative actions suggest cover-up and determination to do wrong.

97.

The previous relationship between the contractor, the Democratic Alliance and the Democratic Alliance Mayor cannot be overlooked.

98.

The only common thread that could explain all this is Mayor Eleonore Bouw-Spies. She has seemingly forsaken her oversight role to pursue her agenda/relationship.

99.

The expense must be assessed as wasteful and fruitless expenditure.

100.

The maladministration and possible corruption of councillors and municipal staff needs to be addressed.

Yours in hope of investigation leading to correction,

**MICHAEL JAMES HAMPTON**

**LIST OF EVIDENCE**

- KC01 Tender-Register-2016.17-Fin-Yr-July-August-2016
- KC02 KPH R36-million deviations
- KC03 2016.09.01 Bezuidenhout responds to query email
- KC03 2016.09.01 Bezuidenhout responds to query text
- KC04 2016.09.01 Meeting with Mayor set-up email
- KC04 2016.09.01 Meeting with Mayor set-up text
- KC05a Meeting with Mayor – timeline
- KC05b Mayor holds communication meetings to block honesty email
- KC05b Mayor holds communication meetings to block honesty
- KC06 Chumisa Kalawe degree 2013
- KC07a jobs - Knysna MAYCO Assistants
- KC07b jobs - Knysna MAYCO Assistants2
- KC08a 2016.09.02 Mike Meeting - EB Twitter1
- KC08b 2016.09.02 Mike Meeting - KM FB
- KC08c 2016.09.02 Mike Meeting - Knysna Mayor FB
- KC09 2016.09.03 Hampton blogs meeting mp3
- KC10a Emails to Legal Adviser Melony Paulsen email
- KC10a Emails to Legal Adviser Melony Paulsen text
- KC10b Open Letter Dear DA Mayor Eleonore Bouw-Spies email
- KC10b Open Letter Dear DA Mayor Eleonore Bouw-Spies text
- KC10c Email to Mayor #2 original email
- KC10c Email to Mayor #2 text
- KC11 Love Knysna Facebook Sept 6
- KC12a 2016.09.08 KPH front page Mayor transparency
- KC12b 2016.09.08 KPH article Mayor transparency2
- KC12c 2016.09.08 KPH FB link to Mayor transparency.jpg
- KC13a Mayor Bouw-Spies press release against Mike Hampton
- KC13b 2016.09.09 Bezuidenhout sends Mayor response text
- KC13b 2016.09.09 Bezuidenhout sends Mayor response-press release email
- KC13c 2016.09.11 KPH publishes Mayor press release 09.19am
- KC14a Knysna-Plett Herald emails #1 email
- KC14a Knysna-Plett Herald emails #1 text
- KC14b Speaker Spies open letter published in KPH
- KC14c Knysna-Plett Herald emails #2 email

- KC14c Knysna-Plett Herald emails #2 text
- KC14d 2016.09.16 KPH top stories – blogger
- KC15a Candice Ludick emails text
- KC15a Candice Ludick emails
- KC15b 2016.09.15 KPH Muni, Blogger at Loggerheads - not posted on FB
- KC16 2016.09.10 Councillor Martin Young Facebook
- KC17 Urgent Complaint DA Propaganda and other issues emails
- KC17 Urgent Complaint DA Propaganda and other issues text
- KC18 propaganda and newspaper email
- KC18 propaganda and newspaper text
- KC19 2016.02.25 KPH Young and Seton

(Where an email is included as evidence, a copy of the text on notepad has been included too.)