

MBIZANA LOCAL MUNICIPALITY



PERFORMANCE AGREEMENT: 2020/2021

Entered into by and between
MBIZANA LOCAL MUNICIPALITY
("the Employer ")

Represented by the Municipal Manager: Mr. L. Mahlaka

Duly authorized by the Council

AND

Mr. MM Khuzwayo
["The Employee"]

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ACRONYMS

SDBIP	-	Service Delivery and Budget Implementation Plan
BEE	-	Black Economic Empowerment
BIGM	-	Building Inclusive Green Municipalities
MM	-	Municipal Manager
EXCO	-	Executive Committee
SM	-	Senior Manager
HoD	-	Head of Department
IDP	-	Integrated Development Plan
LED	-	Local Economic Development
MFMA	-	Municipal Finance Management Act, No. 56 of 2003
KPA	-	Key Performance Area
KPI	-	Key Performance Indicators
CCR	-	Core Competency Requirements
RSA	-	Republic of South Africa
SCM	-	Supply Chain Management
NEDLAC	-	National Economic Development and Labour Council
PDP	-	Personal Development Plan
PA	-	Performance Agreement
PP	-	Performance Plan
OPMS	-	Organisational Performance Management System

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DEFINITIONS

Ruling Language - Refers to the language parties to the contract choose to use as a medium for formal communication between themselves.

Financial Year- Refers to the 12 month period which the organization determines as its budget year.

GENERAL PROVISIONS

1. INTRODUCTION

- 1.1 The Employer has entered into a contract of employment with the Senior Manager: Community Services for a period of five (5) years, ending on 29 February 2023, in terms of section 57(1) (a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act").
- 1.2 Section 57(1) (b) of the Municipal Systems Act, read with the contract of employment concluded between the parties, requires the parties to conclude an annual performance agreement. That the parties hereby agree to have this contract developed in terms of the Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Managers.
- 1.3 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Senior Manager: Community Services reporting to the Municipal Manager representing the municipality, to a set of actions that will secure local government policy goals.
- 1.4 This performance contract is between **Mpumelelo Khuzwayo**, the Senior Manager: Community Services, and **Luvuyo Mahlaka**, the Municipal Manager. It is for the 20120/2021

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financial year only. The expected performance reflected in this contract is based on the Council approved Integrated Development Plan 2017 to 2021 and the 2020/2021 Service Delivery and Budget Implementation Plan. The two afore-mentioned documents have been adopted as the working documents of Mbizana Local Municipality and therefore, shall be the basis of performance assessment.

2. STRATEGIC OBJECTIVE

The Senior Manager: Community Services has the overall responsibility of ensuring that he shall be, subject to the policy directions of the Municipality, responsible and accountable for administratively being in charge of the Community Services department, performing such as environmental services, protection services, development and management of indigent register, and any other functions as may be delegated to him by the Municipal Manager.

In addition to above, he shall be responsible for ensuring that the municipality has and maintains -

- (i) effective, efficient and transparent systems of financial and risk management and internal control; and
- (ii) an appropriate supply chain management and provisioning system which is fair, equitable, transparent, competitive and cost-effective.

3. PERFORMANCE BONUS & ANNUAL SALARY ADJUSTMENT

If the Senior Manager: Community Services achieves outstanding performance, he shall qualify for the annual performance bonus in accordance with clause 6 of the contract of employment, as amended, entered into between the Municipal Manager and the Senior Manager on 01 March 2018, as well as the results of the performance evaluation agreed to in this contract. The acceptability of the level of his performance or otherwise shall be determined and declared by the performance evaluation team in accordance with the provision of this agreement, following the receipt of a report on the Senior Manager: Community Services achievement or otherwise of the KPIs as reflected in clause 4 of this contract.

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Annexure A as attached has listed Key Performance Areas (KPAs) and Core Competency Requirements (CCRs) that are worth 100 points in total. Each KPA and CCR consists of Key Performance Indicators that 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 above 160 percent shall be regarded as 100% bonus warranting, above 130 percent to 160 percent, as average and warranting a proportional percentage of performance bonus, above 80 percent to 130 percent shall warrant some form of in-kind recognition, and below 50 percent, shall require the employer to effect remedial measures that may include an incapacity disciplinary enquiry.

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

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

The increment for 2020/2021 shall be based on the provisions of the Local Government: Municipal Performance Regulations for Municipal Managers directly accountable to Municipal Managers, 2006. The employer shall grant an annual salary adjustment linked to a cost-of-living adjustment based on market indicators, which is not performance based.

4. EVALUATING PERFORMANCE

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

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The annual performance appraisal will involve:

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

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

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

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A five-point rating scale to be used for both KPAs and CCRs, is as depicted hereunder:

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

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		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 into two bands with multiple 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 above 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 contract and the applicable laws.

The performance achievement ranging from 80% to 130% shall be regarded as fully effective and therefore warranting the employer to acknowledge and or recognize the employee, whichever is necessary. This category of performance acknowledgement and recognition is a non-financial rewards system. It will apply as follows:

- i. A score of 80% to 100%, to receive a letter of acknowledgement and recognition issued by the Municipal Manager;

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- ii. A score of above 100% to 120%, to receive a recognition certificate from the Mayor;
- iii. A score of above 120% to 130%, to receive an academic/skills development programme grant to a maximum of R25 000.00 only; this to be paid directly to a learning institution of choice. The selected programme must be linked to the personal development plan (Annexure B).

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

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 Senior Manager: Community Services' employment, is not satisfied with the Senior Manager's performance with respect to any matter dealt with in this Agreement, the employer will give notice to the Senior Manager: Community Services to attend a monitoring and review meeting.

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

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7. **RULING LANGUAGE**

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

8. **TERM OF CONTRACT**

This contract shall be deemed to have been entered into on the 1st of July 2020 and will expire on the 30th of June 2021. The parties will conclude a new performance agreement that replaces this Agreement by not later than 31 July 2021. This Agreement will terminate on the termination of the Senior Manager Community Services' contract of employment for any reason.

9. **LIMITATIONS OF THE CONTRACT**

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

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10. MONITORING AND EVALUATION

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

- I. Municipal Manager,
- II. Chairperson of the Audit Committee,
- III. A member of the Executive Committee, and
- IV. Municipal Manager from another municipality.

The Senior Manager: Community Services 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 Mayor who must settle the case within thirty (30) days of receipt of a formal written dispute. The decision of the Mayor 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.

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13. WHOLE AGREEMENT

The parties to this contract agree that this contract constitutes the whole agreement and arrangement for the performance of the Senior Manager: Community Services with effect from 01 July 2020.

No agreement, varying, adding to, deleting from or canceling this contract, shall be effective unless reduced to writing and signed by both parties. The following 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:

ANNEXURE A: PERFORMANCE PLAN

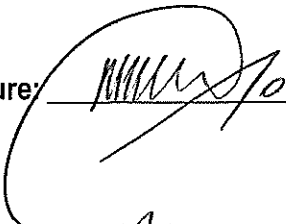
ANNEXURE B: PERSONAL DEVELOPMENT PLAN

APPENDIX 1: COMMITMENT OF MANAGEMENT TEAM

APPENDIX 2: OBLIGATIONS OF THE EMPLOYER

SIGNED at MBIZANA this 30 day of July 2020.

SENIOR MANAGER: COMMUNITY SERVICES

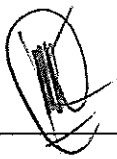
Signature: 

Name Printed: Mpumelele Maxwell Khuzwayo

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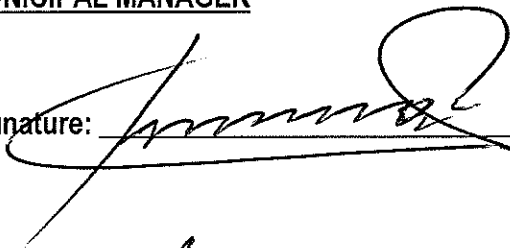
WITNESSES

1. Signature:  Name Printed: KALIPA HINTSA

2. Signature:  Name Printed: Babolwa Gaxela


FOR AND ON BEHALF OF MBIZANA LOCAL MUNICIPALITY

MUNICIPAL MANAGER

Signature: 

Name Printed: LUVUYO MAHLAKA

WITNESSES

1. Signature:  Name Printed: SPHOKAZI MAJONI

2. Signature:  Name Printed: Khayakazi

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ANNEXURE "A"

PERFORMANCE PLAN

14. KEY PERFORMANCE AREAS (KPAS) FOR 2020/2021

14.1 BASIC SERVICE DELIVERY

OBJECTIVES	OBJECTIVE NUMBER	WEIGHTING	RATING CALCULATED OR WEIGHTING %	KPI's	TARGETS			FINANCIAL IMPLICATIONS	MEANS OF VERIFICATION
					TIME	QUALITY	QUANTITY		
To ensure subsidization of poor households in order to receive basic services by June 2021	14.1.1	7	8.75%	a. Number of beneficiaries receiving free grid subsidy & receiving FBAE	Monthly &	Compliance with Indigent policy	2000 households that claimed grid electricity subsidy. 4150 of households that claimed	R3 104 158.00	Beneficiary lists and Invoices
								R1 304 630.00	

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				b) Reviewed and adopted credible indigent register c) Number of indigent awareness campaigns conducted.	30/06/2021 Quarterly		solar electricity. 1 reviewed credible indigent register; 4 Indigent awareness campaign conducted.	R379 987.00	Adopted credible indigent register & Council resolution Awareness campaigns reports & 4 attendance registers
To establish a uniform approach in monitoring disaster risks by June 2021	14.1.2	4	5%	a) Assessed & responded to; reported & recorded disaster incidences within 72 hours b) Number of disaster awareness campaigns conducted.	Monthly Quarterly	Disaster management Act	Respond within 72 hours from the time each incident has been reported and recorded. 4 Awareness campaigns	R300 000.00 R635 543.00	Disaster incidences register Awareness campaign report & attendance registers

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					30/06/2021				One reviewed Disaster management Plan	R200 000.00	Monthly reports and Council Resolution on the Adopted Disaster Risk Management Plan
To provide sustainable recreational facilities ; Parks and cemetery services to the communities by June 2021	14.1.3	6	7.5%		Quarterly	Number of municipal facilities operated & maintained	Compliance with NEMA standards	50 municipal facilities maintained and operational	50 municipal facilities maintained and operational	R684 200.00	Monthly checklists and progress certificates
					Monthly	Number of nurseries maintained		2 nurseries maintained	2 nurseries maintained	R300 000.00	Monthly reports and delivery notes
					30/06/2021	Number of facilities with solar lights and panels		2 nurseries installed solar lights	2 nurseries installed solar lights	R300 000.00	Appointment letter, Delivery notes and completion certificates
					30/06/2021	Number of recreational facilities fenced		1 recreational facility fenced by June 2021	1 recreational facility fenced by June 2021	R1 200 000.00	Appointment letter & Completion certificate
To facilitate provision of library services to Mbizana	14.1.4	5	6.25%		Quarterly	Number of library awareness campaigns conducted	SAC LDA	4 awareness campaigns	4 awareness campaigns	R580 498.00	Awareness reports & Attendance registers

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Community by June 2021				Number of periodicals supplied	Monthly	NCLIA CRA	4488 Periodicals supplied. 3 Libraries maintained	R125 400.00 R300 000.00	Appointment letter and supply of periodicals register Appointment letter & completion certificate
To ensure conservation and management of natural resources for sustainable use by June 2021.	14.1.5	7	8.75%	Number of environmental awareness campaigns conducted	30/06/2021	NEMA	4 environmental awareness campaigns conducted	R334473.00	Awareness reports & attendance registers
				Number of applications for blue flag status for beaches and number of beaches with installed signage.	30/06/2021		2 Blue Flag status applications and 2 beaches with installed signage.	R57 770.00	Application for blue flag beaches, water Laboratory results; delivery notes.
				Number of Council adopted documents.	30/06/2021		1 Reviewed Climate Change strategy	R200 000.00	Monthly reports and Council Resolution on the Adopted Climate Change Strategy

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To collect, manage and dispose waste in an acceptable and responsible manner by June 2021.	14.1.6	8	10%	Number of routine rehabilitations of EXT3 dumping site Reviewed ext. 3 dumping site financial projection report	Monthly 30/06/2021	NEMA EPWP Policy	12 routine rehabilitation of EXT 3 dumping site review of extension 3 dumping site financial projections & rehabilitation plan. Attend to 160 reported and recorded environmental threatening obstacles.	R1 361 975.00 R579 076.00	Appointment letter & progress certificates Appointment letter & 1 approved reviewed financial projections.
				Number of reported & recorded environmental threatening obstacles attended	Monthly		Attend to 160 reported and recorded environmental threatening obstacles.	R468 924.00	Complaints register and progress certificates
				Number of waste awareness campaigns conducted and number of waste minimisation projects supported	Quarterly		4 waste awareness campaigns conducted and 2 waste	R463 417.00	Awareness reports & Attendance registers and progress certificates

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					minimization initiatives supported.					
				30/06/2021	Number of employees receiving protective clothing	Purchase of protective clothing for 383 employees.	600 000	R900 592.00	Delivery notes and issue registers	
				30/06/2021	Number of refuse bags issued to households and employees, and	600 000 refuse bags issued to households and employees,	302	R1 030 694.00	Appointment letter, Delivery notes and issue registers	
				30/06/2021	Number of employees provided with cleaning equipment and number of bins installed in CBD	302 employees provided with cleaning equipment and	50	R1 700 000.00	Appointment letter, Delivery notes.	
				30/06/2021	Number of bins installed in CBD	50 bins installed in CBD.			Appointment letter, Delivery notes.	

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To ensure safety and security Municipal key points, assets and resources are safe by June 2021.	14.1.7	5	6.25%	Number of refuse removal trucks & grass cutting machines with accessories purchased	30/06/2021		Purchase 1 refuse truck, 6 grass cutting machine	R1 500 000.00	2 Appointment letters and 2 delivery notes
				Number of areas where service is extended to	30/06/2021		5 peri-urban areas serviced	R1 000 000.00	Appointment letter, monthly monitoring reports and complaints register
				Number of skip bins provided around the CBD	30/06/2021		10 skip bins provided		Appointment letter and monthly report
				Number of security personnel to safeguard Municipal sites	Monthly	NSA	44 Security Personnel to safeguard 13 municipal sites for 24hrs.	R7 010 260.00	Signed SLA & Attendance register, Monthly monitoring reports
				Number of CCTV cameras installed at the library	Monthly		15 CCTV cameras installed	R600 000.00	Appointment letter & Completion Certificate
				Number of Night vision, license disc scanners ,cameras, money	30/06/2021		2 Night vision ,2 license disc		Delivery Notes

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				<p>counter , breather/liser alcohol, Accident scene light and O2 Cash Drawers</p> <p>Number of Torches, rounds for hand gun, rounds for rifle and boxes of rounds for shotgun and traffic cones</p>	<p>30/06/2021</p>		<p>scanners , 1 cameras, money counter, 04 breather/liser alcohol , 2 Accident scene light and 02 Cash Drawers by June 2021</p> <p>Purchased 10 Torches , 3000 rounds for hand gun, 1000 rounds for rifle and 25 boxes of rounds for short gun and 100 traffic cones by June 2021</p>	<p>R252 000.00</p> <p>R162 908.55</p>	<p>Appointment letter and delivery note</p>
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To ensure consistent safety of road users and improve by law enforcement by June 2021.	14.1.8	5	6.25%	Number of maintenances done for robots, CCTV cameras and calibration of machine	30/06/2021	RSA NRTSA	Maintained robots, CCTV cameras twice a year and calibrated machine once a year by June 2021	R272 942.25	Completion Certificate
				Number of traffic fines issued and road blocks conducted	Monthly	2'100 of traffic fines issued, 20 Road blocks conducted by June 2021	2'100 of traffic fines issued, 20 Road blocks conducted by June 2021	N/A	Tickets issued and road block authorisation from SAPS
				Number of road signs to be erected and number of kms for renewal of road markings	30/06/2021	8 Road signs erected and 22 kilometres road markings renewed by June 2021	8 Road signs erected and 22 kilometres road markings renewed by June 2021	412 535.55	Pictures and Monthly reports

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								Issue register & Completion certificate
							484 731.45	Supplied protective clothing to 48 employees by June 2021
							500 000.00	02 storage containers purchased by June 2021
							N/A	1800 registered and licensed vehicles by June 2021
							487591,65	DLTC Stationery supplied by June 2021
							N/A	2000 learners license, 2000 driving
								Appointment letter, delivery note & Completion certificate
								List of registered and licensed motor vehicles from Natis system (RD 323)
								Delivery note
								List of learner license, driving license and PrDP's from Natis system (RD323)

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To ensure consistent safety of road users and improve by law enforcement by June 2021.	14.1.9	4	6.25%	Number of community safety awareness campaigns conducted and pay parking meters project reports.	Quarterly	Pound Policy	140 Animals impounded by June 2021	740 842.15	Community safety Awareness campaigns report & attendance registers. Pay parking meters' project reports
				Number of impounded animals Number of feed bales, crushed maize, licks, Pellets, salt and litres of remedies	Monthly 30/06/2021		1250 feed bales 220 crushed maize, 30 licks, 20 Pellets, 30	250 000.00	Entry register of impounded animals Delivery note

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	14.1.10	4	3.25%	<p>a. % use of MIG Funds.</p> <p>b. % of projects awarded.</p>	<p>30/06/2021</p> <p>30/06/2021</p>	<p>MFMA</p> <p>DORA</p>	<p>95%</p> <p>95%</p>	<p>R48 049 000-00</p>	<p>Records of projects recommended.</p> <p>Records of projects funds used.</p> <p>Service delivery reports.</p>
To facilitate implementation of MIG Funded Projects over the MTEF allocation period currently ending 2021.				<p>Number of maintained animal pound</p> <p>Fenced 1.5 HA animal pound and provided equipment</p>	<p>30/06/2021</p>		<p>x50kg salt and 60 litres of remedies purchased by June 2021</p> <p>Maintained animal pound by June 2021</p> <p>Fenced 1.5 HA animal pound and provided equipment by June 2021</p>	<p>1 590 000 .00</p>	<p>Appointment letter, Completion Certificate</p> <p>Completion Certificate for fencing & Delivery note for Pound Equipment</p>

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To routinely rehabilitate 50km gravel access roads by June 2021	14.1.11	4	3%	Number of kilometres of gravel access roads maintained	30/06/2021	MFMA DORA	50 kms of gravel access roads maintained by June 2020	R 14 700 000,00	<ul style="list-style-type: none"> Signed Site investigation report Signed Completion Certificate by Senior Manager
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14.2 MUNICIPAL INSTITUTIONAL DEVELOPMENT AND TRANSFORMATION

OBJECTIVES	OBJECTIVE NUMBER	WEIGHTING	RATING CALCULATOR WEIGHTING %	KPI'S	TARGETS		Financial Implications	MEANS OF VERIFICATION
					TIME	QUALITY QUANTITY		
14.2.1 To ensure that Organizational Structure is re-aligned with powers and functions by 30 June 2021	14.2.1	3	3,75%	a. Reviewed structure and Council Resolution b. Number of requests for Positions c. Reports and Appointment letters.	30/06/2021	LRA 1 Structure. 02 positions advertised.	N/A	<ul style="list-style-type: none"> Reviewed structure and Council Resolution Reports and Appointment letters. Register of new employees.
14.2.2 To ensure that the Municipality has qualified staff compliment by 2019/2021	14.2.2	2	2,5%	a. Workshops attended.	30/06/2021	LRA; Skills Development Act 4	R93 000.00	<ul style="list-style-type: none"> Register of workshops attended

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14.3 LOCAL ECONOMIC DEVELOPMENT (LED)

OBJECTIVES	OBJECTIVE NUMBER	WEIGHTING	RATING [CALCULATOR WEIGHTING %]	KPI's	TARGETS			Financial Implications	MEANS OF VERIFICATION
					TIME	QUALITY	QUANTITY		
To grow the tourism industry & increase the number of tourists by 10% in 2032	14.3.2	2	2.5%	a. Facilitate beach amenities in Mzamba casino beach. b. Monitoring Coast care projects. c. Establishment of Boat Launching Site.	30 June 2021	NEMA	1 beach with amenities. 1 coast care project 1 Boat Launching Site.	R68 220.00	<ul style="list-style-type: none"> Coastal projects reports.
To promote enterprise development to contribute 10% to the local economy by 2022	14.3.3	2	2.5%	a. 10 CDP members in the Programme capacitated and provide funding to 5 SMME & Cooperative Funding, Anchor Project Funding. SMME capacity development	30 June 2021		10 CDP members & 5 SMME, co-operatives and anchor projects funded	R2 644 689.00	<ul style="list-style-type: none"> Attendance registers, reports, and delivery notes Consolidated SMME data report for wards.

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				<p>b. SMME data collection in all wards in line with BIGM work plan. Produce SMME Host business conference and SMME beneficitation to N2 Wild Coast development.</p>			<ul style="list-style-type: none"> • Developed SMME brochure. • Private sector involvement and contribution on LED programs. • Number of SMMEs benefitting on N2 Wild Coast Development.
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14.4 MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT

OBJECTIVES	OBJECTIVE NUMBER	WEIGHTING	RATING CALCULATOR WEIGHTING %	KPI'S	TARGETS			Financial Implications	MEANS VERIFICATION
					TIME	QUALITY	QUANTITY		
To achieve an 95% collection on all consumers billed by June /2021	14.4.1	3	3.75%	a. % of Funds paid over to Transport department and to the Municipality.	Monthly	MFMA Revenue collection strategy.	100% of funds collected.	100%	<ul style="list-style-type: none"> Revenue collection records. Deposit recor
To timely produce budgets in line with the National Treasury Guidelines by June 2021	14.4.2	3	3.75%	a. Adopted Budget Adjustment 2020/2021 and Approved Annual Budget all in line with Cost containment or expenditure control or reduction 2020/2021.	29/02/2021 30/06/2021	MFMA	1 Adjusted Budget and 1 Annual budget.	N/A	<ul style="list-style-type: none"> Adopted Budget Adjustment 2019/20 and Approved Annual Budget 2020/2021.
To compile AFS that comply with all	14.4.3	2	2.5%	a. AGSA acknowledgement letter.	30/06/2021 30/06/2021	MFMA	1 Letter.1 Audit report.1	N/A	<ul style="list-style-type: none"> Council resolutions.

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requirements by June 2021				b. Clean Audit Report. c. Report from Treasury Indicating mSCOA compliance status	30/06/2021		MSCOA Report.		<ul style="list-style-type: none"> • Clean Audit Report • Report on the implementatic of mSCOA
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14.5 GOOD GOVERNANCE AND PUBLIC PARTICIPATION

OBJECTIVES	OBJECTIVE NUMBER	WEIGHTING	RATING CALCULATED OR WEIGHTING %	KPI'S	TARGETS			Financial Implications	MEANS OF VERIFICATION
					TIME	QUALITY	QUANTITY		
To ensure development of credible IDP aligned with PMS by June 2021	14.5.1	2	2.5%	<p>a. Council resolution on adoption of the IDP Review for 2020/2021</p> <p>b. Number of quarterly performance reports submitted to council and its structures for consideration</p>	Yearly 30/06/2021 Quarterly	MSA	1 IDP document 4 PMS reports.	N/A	Council resolution adopting the IDP PMS reports
To ensure coordinated public participation	14.5.2	2	2.5%	<p>a. Number of war room community meetings held and attended held</p>	30/06/2021	MSA	4 war room community meetings.	N/A	<ul style="list-style-type: none"> Records of war room community meetings.

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OBJECTIVES	OBJECTIVE NUMBER	WEIGHTING	RATING CALCULATION OR WEIGHTING %	KPI's	TARGETS			Financial Implications	MEANS OF VERIFICATION
					TIME	QUALITY	QUANTITY		
programmes by June 2021									
TOTAL		80	100%						

15. CORE COMPETENCIES REQUIREMENTS (CCRs)

SELECTED CORE COMPETENCIES REQUIREMENTS

- 1) Financial Management (Objective 15.1)
- 2) People Management and Empowerment (Objective 15.2)
- 3) Client Orientation and Customer Focus (Objective 15.3)
- 4) Change Management (Objective 15.4)
- 5) Supply Chain Management (Objective 15.4)
- 6) Accountability and Ethical Conduct (Objective 15.5)

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OBJECTIVES	OBJECTIVE NUMBER	WEIGHTING	RATING CALCULATOR WEIGHTING %	KPI's	TARGETS				Financial Implications	MEANS OF VERIFICATION
					TIME	QUALITY	QUANTITY			
15.1	Financial Management	4	20%	a. Monetary value added to the Municipality. b. % Improvement in the reduction of Municipal expenditure.	Daily Monthly Quarterly Yearly	MFMA	R6 378 408.00 to be collected.	R6 376 408.00	<ul style="list-style-type: none"> Receipts Monthly reports Expenditure records 	
15.2	People Management and Empowerment	4	20%	a. Number of workshops attended. b. Number of trainees mentored. c. Number of staff meetings held.	Monthly Quarterly	LRA	4 2 4	R251644.22	<ul style="list-style-type: none"> Training reports Minutes of meetings Register of staff meetings held. 	
15.3	Client Orientation and Customer Focus	3	15%	a. Attending to complaints within 72 hrs. b. % Reduction of duration of response to	30/06/2021 Yearly	Customer care policy. MFMA	90% 90%	N/A	<ul style="list-style-type: none"> Complaints register. Complaints Response registers. 	

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OBJECTIVES	OBJECTIVE NUMBER	WEIGHTING	RATING CALCULATOR WEIGHTING %	KPI's	TARGETS			Financial Implications	MEANS OF VERIFICATION
					TIME	QUALITY	QUANTITY		
15.4	Change management.			Customer complaints.					
15.4	15.4.1	2	10%	a. % Implementation of cost-containment policy.	Yearly	MSA Cost-Containment Policy	100%	N/A	<ul style="list-style-type: none"> Minutes of meetings and Reports on implementation.
15.5	Supply Chain management.			a. Number of projects recommended. b. % Number of suppliers paid.	Monthly	MFMA Procurement policy.	5 100%	100%	<ul style="list-style-type: none"> Bid committee reports. Purchase orders signed and Payment invoices paid.
15.6	15.6.1	3	15%	a. PMS Accountability Reports submitted. b. % of good ethical conduct.	Quarterly Yearly	MFMA King Report 3.	12; 4; 2; 1 95%	N/A	<ul style="list-style-type: none"> PMS Management reports.

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OBJECTIVES	OBJECTIVE NUMBER	WEIGHTING	RATING CALCULATOR WEIGHTING %	KPI's	TARGETS			Financial Implications	MEANS OF VERIFICATION
					TIME	QUALITY	QUANTITY		
TOTAL		20	100						<ul style="list-style-type: none"> Audits reports.

NB: All performance requirements have a deadline of 30 June 2021, unless stated otherwise in the requirements.

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ANNEXURE "B"

PERSONAL DEVELOPMENT PLAN

NAME: Mpumelelo Khuzwayo
JOB TITLE: Senior Manager: Community Services
EMPLOYER: MBIZANA LOCAL MUNICIPALITY

FINANCIAL YEAR: 2020/2021

Competency area to be addressed	Proposed actions	Responsibility	Time-frame	Expected outcome
1. Strategic leadership and management.	Receive refresher course on strategic leadership and Management	Senior manager Corporate Services and Municipal Manager.	By 30 June 2021	Achieving the minimum competency requirements providing strategic leadership and management.
2. Strategic financial Management.	Receive refresher courses on new developments on strategic leadership and Management.	Senior manager Corporate Services and Municipal Manager.	By 30 June 2021	Achieving the minimum competency requirements providing strategic Financial Management.
3. Environment and disaster management.	Receive the appropriate knowledge and training through workshops; seminars; crash and short courses.	Senior manager Corporate Services and Municipal Manager.	By 30 June 2021	Achieving the minimum competency levels of managing the department.

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4. Road Traffic Safety and Law enforcement.	Receive the appropriate knowledge and training through workshops; seminars; crash and short courses.	Senior manager Corporate Services and Municipal Manager.	By 30 June 2021	Achieving the minimum competency levels of managing the department.
5. Municipal asset management.	Receive the appropriate knowledge and training through workshops; seminars; crash and short courses.	Senior manager Corporate Services and Municipal Manager.	By 30 June 2021	Achieving the minimum competency levels of managing the department.

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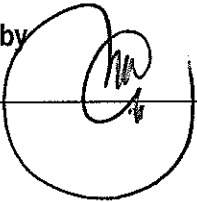
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APPENDIX 1

Commitment of Management Team reporting directly to the Senior Manager

We, Ms Ncumisa Xoko (Manager: Social and Environmental Services), Mr. Dalikhaya Lumphoko (Manager: Protection Services), hereby make this commitment to support the Senior Manager, Mpumelelo Maxwell Khuzwayo, to achieve targets as set in this performance contract between him and the employer. As support managers, we understand that his targets are impossible to achieve without our full support and co-operation. We, therefore, accept both our individual and collective responsibilities towards the attainment of the set targets.

1. Signed by



2. Signed by



3. Signed by

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 Senior Manager. The occupational cost including the attendant ground rent obligations will be borne by the Employer.

1.2 Personnel

The employer shall be required to hire managers reporting directly to the Senior Manager: Community Services.

1.3 Facilities and Equipment

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

1.4 Other provisions

1.4.1 Approvals

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

1.4.2 Tasks to the Employer

The employer undertakes to execute all crucial activities that fall under his responsibility as required by this contract in order not to derail the continuity

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of department operations. If there is failure on the employer's part and the Senior Manager 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 Senior Manager

The employer reserves the right to take appropriate action to replace the Senior Manager: Community Services as per employment contract of the Senior Manager.

2 OBLIGATIONS OF THE SENIOR MANAGER

2.1 Conditions of service

2.1.1 The Senior Manager shall be the Head of the Community Services Department, subject to the conditions of service as stipulated by the employer. The conditions of service of the Senior Manager shall include but not be restricted to:

2.1.1.1 Setting of specific targets for managers reporting to him.

2.1.1.2 Advise Municipal Manager on all matters including progress made in the implementation of the SDBIP.

2.1.1.3 Setting and monitoring of performance indicators for the Department and execute corrective measures as and when necessary.

2.1.1.4 Ensuring that the 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.

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- 2.1.1.6 Completing and submitting performance reports for the Department, to the Municipal Manager on a quarterly basis for information purposes.
 - 2.1.1.7 Assessing performance reports for departmental staff where necessary.
 - 2.1.1.8 Preparation of the departmental annual budget and once approved, adhering to it.
 - 2.1.1.9 Implementing strategies to improve the morale of staff.
 - 2.1.1.10 Attending meetings and other occasions on behalf of the department and the municipality.
- 2.1.2 The Senior Manager shall ensure that his staff has access to and is well informed about the disciplinary procedure of the municipality.
- 2.1.3 Making recommendations to the Municipal Manager to hire staff in the Department as the need arises.
- 2.1.4 Determining the optimum staff level necessary for the accomplishment of targets and advising the employer on reduction or increase of staff in the department. Staff restructuring or reduction will utilize the existing municipal 'staff pool' as will be mutually agreed between the employer and the *Senior Manager* 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 Carrying out all the necessary departmental staff training as shall be mutually agreed with the employer.

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2.2 Standard of Service

2.2.1 The Senior Manager shall exercise all his skills, reasonable care, responsibility and diligence in discharge of his duties under this contract. The Senior Manager Officer 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 Senior Manager 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 Senior Manager undertakes to supervise personnel in his department. 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 Senior Manager shall do all in his power to achieve the targets and milestones indicated in the municipal IDP and Performance Management System.

2.4.2 The Senior Manager undertakes to achieve the parent targets, which shall be directly related to the expected improvement in the level of services and therefore improvement in the quality of life within the municipality. The parent targets are those defined as performance requirements in Section 14 of this contract.

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2.5 Reporting

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

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

2.6 Expenditure

The Senior Manager shall be responsible for the implementation of the approved operational and capital budget of the Community Services Department.

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

The Senior Manager shall assist the Municipal Manager in the maintenance of assets in the department with the Municipal Manager having no authority to enter into service contracts with service providers to carry out such maintenance.

2.8 Purchases

2.8.1 The Senior Manager undertakes to utilize the most recently approved Municipal Supply Chain Management Policy (SCM) to handle all procurement within the municipality, according to the provisions of this contract. No procurement shall be allowed to proceed outside of the approved SCM policy.

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2.9 Financial Procedures

- 2.9.1 Financial year shall commence on the 1st of July and end on the 30th of June each year; such period defined as the financial year shall be used for purposes of budgets, expenditures, cash flows and other operational requirements.
- 2.9.2 The employer reserves the right to ensure that finances are operated in accordance with the government's financial regulations and can utilize the services of an Auditor in this regard.
- 2.9.3 The Senior Manager must ensure strict adherence of all approved municipal financial policies, including issues of cost effectiveness, cost efficiency and over expenditure.

2.10 Budget

- 2.10.1 During the budget process the Senior Manager shall make the necessary submissions to the Budget Office, reflecting the projected financial needs of his department for the following financial year.
- 2.10.2 The approval of the departmental budget shall constitute the authority to the Senior Manager to incur expenditure accordingly and in line with the performance targets indicated in this performance contract.

2.11 Liability

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

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

3. **OTHER PROVISIONS**

3.1 **Unforeseen conditions**

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

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